EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. DESCRIPTION OF GOODS AND SERVICES:

Scope:

Contractor shall provide window blinds and accessories at a discount off price list as listed on Exhibit B Pride Schedule. Prices include all delivery and installation charges.

Product Specifications:

All products must meet National Fire Protection Association (NFPA) standards and be free of all imperfections, defects, and hazards which might affect appearance, normal life, serviceability, or user safety.

- Construction must meet or exceed test requirements approved by the Window Covering Manufacturers Association (WSMA) in accordance with standards established by the American National Standards Institute (ANSI) latest revision ANSI/WCMA A100.1-2018 or current issue.
- Blinds and accessories may not have any exposed raw metal edges.
- All bracing must assure proper alignment and adequate strength.
- Hardware, bolts, nuts, screws, and accessories must be corrosion resistant. Face hardware must be free of sharp edges and burrs.
- Any defects that become evident or otherwise occur during warranty must be replaced or corrected by the Contractor at no cost to the State of Connecticut; except where it is clearly shown that the defect is due to misuse and not to faulty manufacture.
- Product Installation will be on an established rate per linear foot cost found within Exhibit B Price Schedule.
- Contractor shall inform DAS-Procurement Services immediately of promotional sales or discounts, as well as any price decreases for contracted items, and shall pass those savings along to the State during the Contract term.

Catalogs: To assist the Client Agency to determine their needs, the Contractor shall provide at no charge, an illustrated catalog, and price list(s) showing all items available through the manufacturer.

Finishes: All finishes must be applied in accordance with the highest industry standards to assure the longest possible durability.
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**Workmanship:** All window blinds must be new, unused, and a currently standard product of an established manufacturer. The assembly and finishing of all components parts must be done in a first class workmanship-like manner. The finished product must be neat, trim, and visually acceptable to the Client Agency. Details not specified herein must be in accordance with standard commercial practices for those products.

**Flammability:** All textiles must meet the flammability requirements of the NFPA when tested in accordance with the methods of that standard.

**Warranty:** All window blinds must carry the manufacturer’s standard warranty and must be guaranteed against defects in materials, workmanship, and performance for a minimum of two (2) years. The warranty must begin on the date of acceptance of the Goods by the Client Agency. During this warranty period, the Contractor shall repair or replace defective components and/or units at no cost to the Client Agency. All warranties include labor, packaging, shipping, or other costs for warranty work. The Contractor shall be responsible for all aspects of warranty administration and shall ensure that service is performed according to warranty procedures.

**Delivery:** The Contractor must contact the Client Agency prior to making delivery, and mutually agree on the date and time of delivery. Deliveries must be made as specified by the Client Agency during normal business hours. All items must be delivered and set-up at the location specified by the Client Agency in accordance with good commercial practice and the terms contained herein. All products delivered must be **FOB CLIENT AGENCY DESIGNATED DESTINATION and NO MINIMUM ORDER CHARGES ARE ALLOWED.**

**Installation Availability:** The Contractor shall be available, whether in person or by phone, to the Client Agency to answer questions and provide consultation during the installation.

**Removal of Installation Debris and Old Material:** Contractor shall clean up and remove all debris and rubbish resulting from its work as required or directed. At completion of the work, the premises must be left in a neat, unobstructed condition and in acceptable order, as determined, at the sole discretion, of the Client Agency.

**Product Recall:** Any and all product recall notices are to be sent immediately to the Client Agency and DAS/Procurement Services. This notice must be received in writing (via postal mail and email) within five (5) days of knowledge of any issues. The notices must include a complete description and disposition of the Part. The Contractor shall pick up and replace all products that are subject to recall. The Client Agency shall not be responsible for any replacement cost of any recalled product. Subsequent credits or refunds must be applied, as applicable. A final report must be made to all Client Agency stating number of cases shipped, locations and number of returns.

**Substitution/ Replacement of Goods:** In the event that furnished products are discontinued, Contractor shall provide replacement products, equal to or better than the discontinued products from the same manufacturer, at the same discounted rate specified in Exhibit B Price Schedule. Contractor shall request approval from the Client Agency thirty (30) business days prior to the initial introduction of the
replacement products. Contractor shall provide a list of replacement products for approval by the Client Agency. Contractor shall not substitute any product without prior approval from the Client Agency. A one-time approved substitute product does not automatically become identified as an acceptable substitution for future out of stock situations. The substitute product must be equivalent in quality and billed at the contracted price. In the event the one-time substituted product costs less than the original ordered item, the Client Agency shall be charged at the lower price.

2. ADDITIONAL TERMS AND CONDITIONS:

(a) Contract Separately/Additional Savings Opportunities

DAS reserves the right to either seek additional discounts from the Contractor or to contract separately for a single purchase, if in the judgment of DAS, the quantity required is sufficiently large, to enable the State to realize a cost savings, over and above the prices set forth in Exhibit B, whether or not such a savings actually occurs.

(b) Mandatory Extension to State Entities

Contractor shall offer and extend the Contract (including pricing, terms and conditions) to political subdivisions of the State (which includes towns and municipalities), schools, and not-for-profit organizations.

(c) P-Card (Purchasing MasterCard Credit Card)

Notwithstanding the provisions of Section 4(b)(2) of the Contract, purchases may be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

Contractor shall be equipped to receive orders issued by the Client Agency using the MasterCard. The Contractor shall be responsible for the credit card user-handling fee associated with MasterCard purchases. The Contractor shall charge to the MasterCard only upon acceptance of Goods delivered to the Client Agency or the rendering of Services.

The Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.

Questions regarding the state of Connecticut MasterCard Program may be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at 860-713-5072.
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(d)  Subcontractors

DAS must approve any and all subcontractors utilized by the Contractor in writing prior to any such subcontractor commencing any work. Contractor acknowledges that any work provided under the Contract to any state entity is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. Contractor shall be responsible for all payment or fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the Contractor to DAS upon request.

(e)  Security and/or Property Entrance Policies and Procedures

Contractor shall adhere to established security or property entrance policies and procedures or both for each requesting Client Agency. It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter any Client Agency premises for the purpose of carrying out the scope of work described in this Contract.