

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. Scope:

This Contract is for the purchase of Steel Link Chain, Tire Chains and Accessories for snow and ice plow trucks, wheel loaders and for load-bearing, lifting purposes (the "Products").

2. Requirements:

The Contractor shall be an authorized distributor of the Products offered and remain so for the duration of the Contract.

3. Testing:

All Products are subject to testing by the Materials Testing Laboratory of the Connecticut Department of Transportation ("ConnDOT") or the Client Agency at their own expense. The Contractor shall be responsible for any and all costs incurred relative to return shipping and handling of any Products rejected by the Client Agency.

4. Conformity with American Society of Testing Materials (ASTM):

a) All Products in reference to Grade 70 must conform to the most current versions of the American Society for Testing and Materials ("ASTM"), ASTM A413/A413M standards:

b) The following Products must conform to the most current versions of the ASTM A391/A391M and A906/A906M standards with special regards to paragraph 11 (Product Marking) as stated in the ASTM standard. These chains shall also be tagged by the manufacturer as in compliance with these ASTM standards:

- Item #6 - Lifting Chain Assembly, Grade 100, size 10 (3/8") x 15', clevis grab hook at one end and a clevis slip hook with latch at the other end.
- Item #7 – Lifting Chain Assembly, Grade 100, size 10 (3/8") x 7', one clevis grab hook at one end and clevis slip hook with latch at the other end.

5. Delivery:

a) Each delivery must be accompanied by a packing slip that contains the following information:

- The purchase order number.
- The Product(s) description and quantities being delivered.
- The Contractor's invoice number.

b) The Contractor shall include a notarized materials certificate ("Material Certificate") signed by the Contractor's authorized representative and a Material Safety Data Sheet ("MSDS"), with each delivery of Products under this Contract. The Material Certificate will clearly state the Products and all other items being delivered conform to the specifications, as ordered by the Client Agency.

c) The Contractor shall make all routine deliveries within five (5) days after receipt of order from the Client Agency.

d) Contractor shall make all rush order related deliveries within two (2) days after rush order is received from the Client Agency. See Section 22 "Emergency Standby for Goods and/or Services" of Contract pertaining to Emergency Orders.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

- e) All deliveries to ConnDOT shall be made between 8:30 am and 3:30 pm, Monday through Friday. ConnDOT delivery locations include but are not limited to:

DOT28	Colchester, CT	80 New London Road
DOT31	Darien, CT	I-95 Southbound, rear of Rest Area
DOT31	Darien, CT	I-95 Southbound, rear of Rest Area
DOT32	Brookfield, CT	1050 Federal Road
DOT33	Waterbury, CT	100 Chase River Road
DOT37	Winchester, CT	151 Torrington Road
DOT38	Rocky Hill, CT	660 Brook Street (rear)
DOT39	West Willington, CT	41 Tolland Turnpike
DOT40	Putnam, CT	Rte. 12, Industrial Park Road
DOT41	East Granby, CT	Rte. 20 and East Granby Road
DOT42	East Haven, CT	507 North High Street
DOT88	Rocky Hill, CT	660 Brook Street
DOT90	Milford, CT	44 Banner Drive
DOT92	Old Saybrook, CT	660 Middlesex Turnpike

6. Packaging:

All Products must be individually bagged and clearly labeled. Failure to comply with the packaging requirements will result in refusal of an attempted delivery. In the event that a delivery is refused, the Contractor shall bear all costs associated with the return of Product to the Contractor's facility and the cost of re-shipping the Product back to the Client Agency.

7. Warranty:

All Products supplied by the Contractor shall be warranted against defects in the material and/or workmanship for a period of one (1) year or the Manufacturer's standard warranty, whichever is greater. In the event that any Product is determined to be defective, a replacement Product shall be shipped and delivered at no additional cost to the Client Agency. The warranty period shall start from the date of installation. The Contractor shall be notified of the date of installation by the Client Agency either in writing or electronically.

8. Invoices and Payments for ConnDOT:

Payment and invoicing inquiries shall be directed to ConnDOT's Accounts Payable Unit at 860-594-2305.

All invoices to ConnDOT shall include:

- (a) Contractor F.E.I.N. or Social Security number.
- (b) Complete Contractor name and billing address.
- (c) Project number, if applicable.
- (d) Invoice number and date.
- (e) Purchase order number.
- (f) Itemized description of services and/or material supplied.
- (g) Adjustments, if applicable.
- (h) Quantity, unit of measure, unit price, and extended amount.
- (i) Ticket numbers corresponding to each invoice must be listed or attached to the company invoice as a separate sheet, if applicable.
- (j) Work periods and traffic control prices must be itemized, if applicable.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

For prompt payment processing, please mail invoices to the following address:

State of Connecticut
Department of Transportation
Bureau of Finance and Administration
Attn: Accounts Payable SW1A
P.O. Box 317546
Newington, CT 06131-7546

Payments may be delayed if the invoice form is not properly completed in accordance with the instructions noted above.

For all other Client Agencies, see Section 4(b) Payment Terms and Billing of the Contract.

9. 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.

10. 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.

11. Purchasing MasterCard Credit Card (P-Card)

Notwithstanding the provisions of Section 4(b)(2) of the Contract, purchases may be made using the State of Connecticut Purchasing MasterCard Credit Card ("P-Card") 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 P-Card. The Contractor shall be responsible for the credit card user-handling fee associated with P-Card purchases. The Contractor shall charge to the P-Card 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 P-Card.

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

12. 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.

Contractor shall provide the majority of services described in the specifications.

13. 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.