

## EXHIBIT A

### DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

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#### **1. DESCRIPTION OF GOODS AND SERVICES:**

##### **I. Scope**

The Contract resulting from this solicitation is for the rental of trucks under 18,000 lbs. gross vehicle weight rating ("GVWR"), and equipment to perform Services that include: plowing, sanding and salting and snow or ice removal or both.

##### **II. Snow Removal Truck and Equipment**

###### **A. Snow Removal Truck with Material Spreader and Plow**

1. Contractor shall provide a snow removal truck equipped with a snowplow, material spreader and operator.
2. The snow removal truck must be under 18,000 lbs. GVWR, 4-wheel drive and capable of carrying a material spreader.
3. Material spreader must be capable of dispersing material for ice and snow control.
4. Material Spreader must be self-contained powered, cab controlled, hopper type with a rated capacity of one and one-half (1 ½) cubic yards to three (3) cubic yards.
5. Snow removal truck with material spreader and plow must be a Hi-Way Model "P" or approved equal as determined by the Client Agency in its sole discretion.
6. Contractor shall operate the snow removal truck and plow.

###### **B. Front End Loader**

1. Front end loader must be 4-wheel drive with bucket capacity from 2 to 7 cubic yards.
2. Front end loader must be equipped with enclosed cab, heater, defroster and lights.
3. Contractor or Client Agency shall operate the front end loader.

###### **C. Motor Grader**

1. Motor grader must be tandem axle equipped with enclosed cab, heater, defroster and lights.

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2. Contractor shall specify the type of plow the motor grader will be equipped with (standard, standard and side mounted wing, standard and front mounted, or standard with both front and side mounted wing) in Exhibit B.
3. Contractor or Client Agency shall operate the motor grader.

**D. Snow Thrower**

1. Snow thrower must be a minimum of 8 horse power, 3 speed forward, 1 speed reverse, recoil or battery start.
2. Snow thrower's clearing width must be a minimum of 20 inches.
3. Snow thrower must be equipped with dual stage adjustable discharging chute.
4. Snow thrower must be equipped with tires or tracks.
5. The Client Agency shall operate the snow thrower.

**E. Sidewalk Snow Plowing Machine**

1. Sidewalk snow plowing machine must be self-propelled, 4 wheel or rubber covered crawler-mounted, cab over machine having a minimum of 145 horse power at 4,000 rpm.
2. Sidewalk snow plowing machine must be equipped with hydraulic plow hitch, minimum 58 inch wide plow, cab heater and lights.
3. Machine must be a M-B MSV 3 or approved equal as determined by the Client Agency at its sole discretion.
4. Contractor or Client Agency shall operate the sidewalk snow plowing machine.

**F. Self-Propelled Force Feeder Loader**

1. Self-Propelled force feeder loader must be self-contained hydraulically driven continuous feed and load belt.
2. Self-Propelled force feeder loader must discharge either from the right side or left side.
3. Self-Propelled force feeder loader must be an Athey Model 7-12 or approved equal as determined by the Client Agency in its sole discretion.

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4. Contractor or Client Agency shall operate the self-propelled force feeder loader.

**G. Loader Mounted Snow Blower**

1. Loader mounted snow blower must be a self-contained two stage, minimum 1200 ton per hour full mechanical auger type blower head mounted to an appropriate size wheeled loader.
2. Loader mounted snow blower must be equipped with spot casting – truck loading chute.
3. The loader mounted snow blower cutting width must be a minimum of 102 inches and a minimum height of 60”.
4. Contractor shall operate the loader mounted snow blower.

**III. Lighting and Warning Devices**

Contractor shall furnish the equipment and snow removal trucks described in Section II above with the warning devices described below or with an approved equal as determined by Client Agency in its sole discretion.

**A. Two (2) Light System**

1. The lights must be mounted on the right and left side of the equipment and snow removal trucks at a height to be sufficient to warn approaching traffic.
2. Rotary or flashing type lights must be visible from 360 degrees.

**B. Three (3) Light System**

1. Dual Dump System
  - a. One light mounted on the top of the cab of the equipment and snow removal trucks, at a height to be sufficient to warn approaching traffic.
  - b. Two (2) lights mounted on the rear of the dump body (if applicable), one (1) on the right hand side and one (1) on the left hand side, to warn approaching traffic.
  - c. Rotary or flashing type lights must be visible from 360 degrees.

**C. Backup alarms must be installed on the equipment and snow removal trucks.**

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#### **IV. Heating and Defrosting Devices**

Contractor's equipment and snow removal trucks described in Section II above must be equipped with working heating or defrosting or both devices to ensure safe and continuous operation of the equipment and snow removal trucks throughout the rental period, regardless of weather conditions.

#### **VI. Rental**

##### **A. Rental of Snow Removal Trucks and Equipment – Operated by Contractor**

1. The Contractor shall provide all fuel, maintenance and repair for the equipment.
2. The Contractor shall keep equipment and snow removal trucks in proper and safe operating condition.
3. The rental period will start when the equipment and operator report to work, as ordered by the Client Agency's representative. The rental period will continue while the equipment is actually working, and until discontinuance is ordered by the Client Agency's representative.
4. Client Agency will pay for rental time only for the actual hours worked. Payment will be the hourly rate listed in Exhibit B multiplied by the hours worked by the Contractor.
5. Rental time will not apply during the time any part of the Services contracted for cannot be performed by the Contractor. No payment will be made while equipment and the snow removal trucks are idle due to a breakdown.
6. Rental time does not include travel time to and from the job site by the Contractor.

##### **B. Rental of Equipment – Operated by Client Agency**

1. Equipment must be in proper and safe operating condition to complete performance.
2. Towed equipment must be registered, insured, and properly lighted as required by the State of Connecticut, Department of Motor Vehicles ("DMV") at the cost and expense of the Contractor.

#### **VII. Standards**

- A. Contractors supplying the equipment and snow removal trucks operated by Contractor shall comply with the current Connecticut Occupational Safety and Health Standards ("OSHA"), Volume I, General Industry Standards, Volume II, Construction Safety and Health Regulations, and with current Connecticut Department of Energy and

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Environmental Protection (“DEEP”) rules and regulations, where applicable, at no extra cost to the Client Agency.

- B. Contractor shall adhere to and comply with all applicable Federal, State and local laws, rules and regulations in regard to the operation of their repair business, operation of motor vehicles and employment of personnel.
- C. Contractor shall insure that all snow removal trucks are DMV compliant. If Contractor receives a “DNMMR” rating from DMV, the time and date of Contractor’s noncompliance will be documented by DMV and reported to DAS and such Contractor will not be permitted to perform any work for the Client Agency until the Contractor cures the breach relating to the “DNMMR” rating.

#### **VIII. Snow Removal Truck and Equipment Inspection**

- A. Snow removal trucks and equipment must be in good operating condition and available for inspection by a Client Agency inspector. The inspection will be performed at a location within the State as determined by the Client Agency prior to the issuance of a purchase order.
- B. If any of Contractors’ equipment is unavailable for inspection by the Client Agency inspector for a potential work request or the Client Agency determines that the Contractor cannot perform the specified work in accordance with the Contract then such Contractor will not be considered for the specified work. In such an event, the Client Agency will contact the next lowest responsible contractor to perform the work.

#### **IX. Time Allowance**

- A. Contractors shall be allowed a maximum of one and one-half (1 ½) hours to report to work with all snow removal trucks and equipment readied for operation after initial notification from the Client Agency’s authorized personnel.
- B. If the Contractor’s snow removal truck or equipment does not report to the designated location within the allowed one and one-half hours (1 ½ hrs.) they will be considered to be late, the four (4) hour minimum guarantee payment will no longer apply and the Contractor shall only be paid for the actual time the truck/equipment works.
- C. If the Contractor’s snow removal truck or equipment breaks down during the initial four (4) hour period, the four (4) hour minimum guarantee payment will no longer apply and the Contractor shall be paid for the actual time the truck/equipment and operator were in service before breakdown.

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**X. Minimum Payment**

- A. The Client Agency shall guarantee a minimum of four (4) hours payment for each snow removal truck or piece of equipment rented with an operator reporting for an assignment within the prescribed time and in satisfactory operational condition.
- B. If the Contractor's snow removal truck or equipment breaks down during the initial four (4) hour period, the four (4) hour minimum guaranteed payment will no longer apply and the Contractor shall be paid for the actual time the snow removal truck or equipment was in service before breakdown.
- C. Rental time does not apply during any time the snow removal truck or equipment is out of service and is not being utilized.

**XII. Payments**

Questions regarding payments should be directed to the Client Agency District Planning Office where the snow removal truck or equipment is assigned.

District I  
1107 Cromwell Avenue  
Rocky Hill, CT 06067  
Tel. 860-258-4516

District II  
171 Salem Turnpike  
Norwich, CT 06360  
Tel. 860-823-3217

District III  
140 Pond Lily Avenue  
New Haven, CT 06515  
Tel. 203-389-3030

District IV  
359 South Main Street  
Thomaston, CT 06787  
Tel. 860-585-2798

- A. Payment will be made at the contracted hourly rate for each snow removal truck and equipment with Contractor multiplied by the actual number of hours worked.
- B. The number of hours and frequency of use may vary with Client Agency needs as weather conditions warrant. The Client Agency may require snow removal trucks and equipment on weekdays, nights, Saturdays, Sundays and Holidays at the designated hourly rates described in Exhibit B.

**XIII. Meals**

- A. There will be no payment for time taken for meals and for the meal cost itself.

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- B. When directed by Client Agency, the Contractor shall take a one-half (1/2) hour unpaid meal break.
- C. All meal breaks will be scheduled by Client Agency.

**XIV. Additional Workers**

- A. Client Agency may assign Client Agency personnel for Contractor operated equipment as required.
- B. Contractor shall provide relief drivers when the length of a storm warrants such action.

**XV. Overtime**

No overtime rates will be paid.

**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) 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.

**(c) Subcontractors**

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Subcontracting is not allowed under this Contract.

#### **(d) Standard Wages**

Contractors shall comply with all provisions of Connecticut General Statutes 31-57f, Standard Wage Rates for Certain Service Workers and shall pay wages in accordance with the current wage rates provided by the Department of Labor. Information regarding this Statute and how and when it applies can be obtained from DOL's web site at <http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm>. Questions concerning the provisions and implementation of this act should be referred to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114 (860) 263-6790 or his designated representative. A link to the Standard Wages is provided below.

Standard Wages

<http://www.ctdol.state.ct.us/wgwkstnd/prevaling-rates/service/rates-service.htm>

#### **(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.