1. DESCRIPTION OF GOODS AND SERVICES:

(a) Scope

Contractor shall provide Client Agency with parts for the following crash attenuation systems:

- Big Sandy Barrels,
- CrashGard Barrels,
- Energite III Barrels,
- Softstop Terminal End – MASH,
- Sequential Kinking Terminal End SKT-SP – 350,
- MASH Sequential Kinking Terminal End MSKT-SP,
- Max-Tension Terminal End – MASH,
- Box-Beam Bursting Energy Absorbing Terminal End BEAT and BEAT Median Terminal – 350,
- Slotted Rail Terminal end SRT-350,
- Flared Energy Absorbing Terminal End FLEAT-SP -350,
- Crash Cushion Attenuating Terminal CAT-350,
- Max-Tension Median – MASH,
- QuadGuard Family Crash Cushion MASH,
- Universal TAU II Crash Cushion – 350,
- Trinity Attenuating Crash Cushion TRACC – 350,
- Reusable Energy Absorbing Crash Terminal React – 350 and
- Smart Cushion Innovations Crash Cushion SCI-100GM – MASH.

Refer to Attachment 1, Sand Barrels, Barrier Terminals and Crash Parts for Maintenance Contract Drawings and Attachment 2, Maintenance Operations Attenuator (Crash Cushions & Terminal Ends), Impact Head Reflectors.

(b) Qualified Product List

Guidelines and specifications for the various goods offered under the Contract are identified within the CTDOT Qualified Product List. Click on the link below to view:


The Goods supplied on the Contract must meet the National Cooperative Highway Research Program (“NCHRP”) 350 Test Level 3 or “American Association of State Highway & Transportation Officials” (“AASHTO”) Manual for Assessing Safety Hardware (“MASH”) Test Level 3 criteria for barrier terminals or crash cushions and conform to the latest version of the Client Agency’s “Standard Specifications for Roads, Bridges and Incidental Construction, Section 18.00 through 18.06” in FORM 817.
c) FORM 817, Standard Specifications for Roads, Bridges and Incidental Construction

FORM 817 Standard Specifications for Roads, Bridges and Incidental Construction (“Standards”): Reference is made in the Contract to the Client Agency’s Standards. Performance under the Contract must conform with the Standards set forth in FORM 817, including all supplements and other applicable standards. A copy of the Standards may be viewed at the following link: http://www.ct.gov/dot/cwp/view.asp?a=3609&q=430362

(d) Training

Client Agency may require the Contractor to provide training programs, service/repair seminars or technical assistance related to the Goods. If required, this service will be provided by the Contractor at no cost to the Client Agency.

(e) Warranty

Contractor guarantees the Goods against any defect due to faulty material and/or workmanship. The guarantee must provide the full cost of the part or parts required to replace any defective parts for one (1) year after purchase at no cost to Client Agency. The warranty will also include all packaging and shipping required to replace defective parts. Defective parts will become the property of the Contractor.

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 sub-divisions of the State of CT (towns and municipalities), schools and not-for-profit organizations.

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

Notwithstanding the provisions of Section 4(b)(2) of the Contract, purchases may be made using the Client Agency’s P-Card in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller (“OFC”).
ADDENDUM 2

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

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 Program may be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at 860-713-5072.

(d) Subcontractors

Subcontracting is not allowed under the Contract.

(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.

(f) Invoicing and Payments

Client Agency’s Accounts Payable Unit will issue payments through the OFC, if the Client Agency is the ConnDOT. Client Agency payment and invoicing inquiries must be directed to 860 594-2305.

All invoices must include:

1. Contractor F.E.I.N. or social security number,
2. Complete name and billing address,
3. Project number, if applicable,
4. Invoice number and date,
5. Purchase order number,
6. Itemized description of services or material supplies or both,
7. Adjustments, if applicable,
8. Ticket numbers corresponding to each invoice must be listed or attached to the Contractor’s invoice as a separate sheet, if applicable.

For prompt payment processing from Client Agency, invoices should be mailed to the following address:
State of Connecticut
Department of Transportation
Bureau of Finance and Administration
Attn: Accounts Payable SW1A
PO 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.

(g) Parts Inventory Protection Plan

Contractor shall offer a parts inventory protection plan which allows the client Agency to return new, unused parts in resalable condition for full credit. Contractor may charge the Client Agency a restocking fee for returned orders. The Contractor shall not charge the Client Agency a restocking fee that is more than ten percent (10%) of the original purchase price.

(h) Delivery

Contractor shall make all deliveries in the quantities to the location specified in the Client Agency’s purchase order within twenty four (24) hours or mutually agreed to by Client Agency and Contractor within five (5) to fourteen (14) business days after receipt of order.

All routine deliveries for Client Agency, if Client Agency is the ConnDOT, must be made between the hours of 8:00 a.m. and 3:30 p.m., Monday through Friday. Deliveries will be made at the receiving platform or designated location described in Client Agency’s purchase order. If Client Agency is the ConnDOT, Client Agency will unload or assist in unloading delivery.
Client Agency may coordinate pick up of required item(s) from the Contractor’s location. All pricing and discounts remain the same for either pickup or delivery.

Primary delivery locations for Client Agency, if the Client Agency is ConnDOT, include but are not limited to:

<table>
<thead>
<tr>
<th>DOT #</th>
<th>Location</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>#128</td>
<td>Colchester, CT</td>
<td>80 New London Road</td>
</tr>
<tr>
<td>#131</td>
<td>Darien CT</td>
<td>1-95 Southbound, rear of the rest area</td>
</tr>
<tr>
<td>#132</td>
<td>Brookfield CT</td>
<td>1050 Federal Road</td>
</tr>
<tr>
<td>#133</td>
<td>Waterbury CT</td>
<td>100 Chase River Road</td>
</tr>
<tr>
<td>#137</td>
<td>Winchester CT</td>
<td>151 Torrington Road</td>
</tr>
<tr>
<td>#138</td>
<td>Rocky Hill CT</td>
<td>660 (R) Brook Street</td>
</tr>
<tr>
<td>#139</td>
<td>West Willington CT</td>
<td>1 Tolland Turnpike</td>
</tr>
<tr>
<td>#140</td>
<td>Putnam CT</td>
<td>Rt. 12, Industrial Park Road</td>
</tr>
<tr>
<td>#141</td>
<td>East Granby CT</td>
<td>Rt. 12, Industrial Park Road</td>
</tr>
<tr>
<td>#142</td>
<td>East Haven CT</td>
<td>507 North High Street</td>
</tr>
<tr>
<td>#188</td>
<td>Rocky Hill CT</td>
<td>660 Brook Street</td>
</tr>
<tr>
<td>#190</td>
<td>Milford CT</td>
<td>44 Banner Drive</td>
</tr>
<tr>
<td>#192</td>
<td>Old Saybrook CT</td>
<td>660 Middlesex Turnpike</td>
</tr>
</tbody>
</table>

Contractor shall provide a packing slip for each delivery that references the applicable purchase order number, identifies the items being delivered and the individual quantities of each item being delivered.