

## EXHIBIT A

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

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

Contractor shall provide the following services: propane delivery to Client Agency locations; refueling of portable propane tanks at the Contractor's place of business; and propane gas related services and equipment, to include, but not limited to, installation of propane gas related equipment and removal of propane gas equipment, tank placements, tank deliveries, fuel connections and equipment testing and maintenance at Client Agency locations.

Contractor shall provide a single point of contact (customer service representation) capable of providing Client Agency support and assistance for any and all Services to include, but not limited to, deliveries, product quality control, technical specifications, equipment requirements and billing.

##### **a. Propane**

The Contractor must provide propane that meets all State and Federal specifications and regulations. Propane shall have a vapor pressure which will insure its uninterrupted consumption during all ambient temperature conditions.

##### **b. Delivery**

Contractor shall make delivery of propane within a reasonable amount of time to the Client Agency once the Client Agency has issued a purchase order to the Contractor. The Client Agency shall be responsible for placing its order(s) so as to provide the Contractor ample notice for scheduling Services.

Client Agency reserve the right to request automatic delivery from the Contractor. Contractors providing automatic delivery service shall become familiar with specific Client Agency propane usage profiles and ensure that the Client Agency does not run out of propane.

Delivery of propane will be metered at the Client Agency's delivery location. The Contractor's propane gas delivery trucks must be equipped with meters to accurately measure the quantity of fuel being dispensed. Delivery trucks must be equipped with a delivery ticket printer which will provide an accurate accounting of the amount of propane delivered on a printed receipt. Delivery tickets at a minimum must contain the following information:

- Client Agency address.
- Client Agency assigned purchase order number.
- Vendor name and address.
- Delivery date.
- Truck motor vehicle registration number.
- Signature of Contractor's representative making the delivery.
- Signature of the Client Agency representative receiving propane (if available). In the event a Client Agency representative is not on site at the time of delivery, the Contractor shall fax or email a copy of the delivery ticket to the Client Agency.

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#### **c. Equipment**

Unless the Client Agency is the owner of their propane fuel tank, The Contractor shall own, install, maintain, test, remove and be responsible for any and all propane tanks and propane related equipment located at the exterior of the Client Agency's location at no cost to the Client Agency. Related equipment at the exterior of the Client Agency's location shall include but not be limited to regulators, valve, piping and tanks. All propane equipment furnished by the Contractor shall remain the property of the Contractor. The aforementioned shall be included in the cost of the Exhibit B Price Schedule item 1.

At any time during the Contract's duration, if the Client Agency's propane equipment or facility is modified such that it requires updated propane equipment to the exterior of the Client Agency's facility, then the Contractor shall install the propane equipment necessary to adapt to the required modification.

At any time during the Contract's duration, if the Client Agency requires maintenance or installation of any propane equipment inside of the Client Agency's facility, the Client Agency may request a quote for the required services. The Client Agency will make the sole determination as to whether or not to have the Contractor Perform the required Services quoted. Such Services, if accepted by the Client Agency, must be authorized in writing by the Client Agency and shall be reimbursable according to the prices set forth in the Exhibit B Price Schedule line item(s) 4.

In the event the Contractor acquires a new Client Agency account from an alternative propane service provider, the Contractor shall acquire from the previous service provider, the propane equipment in place at the exterior of the Client Agency's location or replace the same and or necessary propane equipment with its own propane equipment.

At the Expiration or Termination of a Client Agency account, the Contractor shall credit the Client Agency for all unused propane remaining in the removed propane tanks.

#### **d. Contract Use Reporting**

Contractor shall maintain and provide an annual Contract usage report to the DAS. Reports shall be forwarded to [paul.greco@ct.gov](mailto:paul.greco@ct.gov) on or near the anniversary date of Contract's award date.

The report shall be provided electronically, in "Microsoft Excel" format, and include the following information for each Client Agency issuing purchase orders under this Contract:

- Contract number 18PSX0149.
- Date of report and usage date range.

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- The Client Agency name, address and account number.
- The Client Agency, tank size and estimated annual usage amount.
- List of Contractor-owned and Client Agency owned equipment in place.

#### **e. Emergency Standby for Goods and/or Services**

In the event of a declared emergency or natural disaster within the State of Connecticut, not resulting from inadequate inventory or contract expiration, but which are expected to be temporary in nature, DAS and the Client Agency reserve the right to request the goods or services or both called for in this Contract from the Contractor. The Contractor shall make best effort to provide goods or services or both at the time and in the manner specified by DAS and the Client Agency. From the time a request for goods or services or both is made, the Contractor shall acknowledge the request within two (2) hours. If the Contractor is unable to respond or provide the goods and services requested, DAS and the Client Agency reserve the right to procure said goods and services from another source. Contractors called upon to perform under emergency circumstances shall supply goods and services in a timely manner recognizing that time is of the essence.

Contractors shall offer the DAS and Client Agency first priority for goods and services, which are unknown at this time, but which may be required during an actual emergency, from its regular sources of supply at the rates set forth in Exhibit B of this Contract.

#### **f. The Connecticut Department of Emergency Services and Public Protection (DESPP) Locations**

DESPP operates approximately 56 locations throughout the State of Connecticut that serve as emergency Telecommunications Systems sites (CTS). These sites are operable under the power of propane generators. These sites are tested weekly requiring minimal fuel deliveries throughout the year. However during emergency situations, propane consumption at these sites can be excessive and will require fuel deliveries as often as every 3 days. Due to unusual demand during emergency situations, the Contractor will be required to become familiar with all CTS sites and develop a delivery protocol with the Connecticut Department of Emergency Services and Public Protection.

#### **g. Exhibit B Pricing**

- a. Prices for Exhibit B Price Schedule item 1 (delivered propane) is the fixed delivery price per gallon (hereafter referred to as the Differential). The Differential is applied over or under the average weekly base price which must be the Selkirk, New York posted price per gallon, as published in the Butane Propane News Weekly Propane Newsletter (BPN). Note that standard tank installation, replacement, removal, testing, maintenance and repair parts and supplies are included in this Differential Price. The

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Petroleum Products Gross Earnings Tax (GRT) must be added to each Client Agency's invoice as a separate line item.

- b. Prices for Exhibit B Price Schedule item 2 (Portable tank fill of propane) is the fixed price per gallon (hereafter referred to as the portable Tank Fill Differential). The Tank Fill Differential is applied over or under the average weekly base price which shall be the Selkirk, New York posted price per gallon, as published in the Butane Propane News Weekly Propane Newsletter (BPN). There will be no tank rental cost included in this line item.
- c. Prices for Exhibit B Price Schedule item 3 is the discount off of the Contractor's effective supplemental price list for propane gas related equipment, other than such required in Exhibit B item 1. This line item must not include tanks or tank rental fees.
- d. Prices for Exhibit B Price Schedule item 4 shall be a price quote provided by the Contractor to the Client Agency. Such quote shall be for Work items to include, but not limited to, hourly personnel labor rate(s), equipment rates, miscellaneous and unforeseen items and materials and Services required for the Client Agency's facility. Travel time to and from the Client Agency location must not be included and is not reimbursable. Client Agency written authorization will be required prior to any Work Performed.

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**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) Energy Star Provision (per CGS 4a-67c)**

Equipment and appliances offered pursuant to this contract shall meet or exceed the federal energy conservation standards set forth in the Energy Policy and Conversation Act, 42 USC 6295, any federal regulations adopted thereunder, and shall meet or exceed the federal Energy Star standards established by the U.S. Environmental Protection Agency and the U.S. Department of Energy.

**(d) 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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#### **(e) Subcontractors**

DAS shall 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.

#### **(f) Prevailing Wages**

Some or all of the Performance may be subject to prevailing wages. Accordingly, the following provision is included in this Contract in accordance with the requirements of Conn. Gen. Stat. Sec. 31-53(a):

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

#### **(g) 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/prevailing-rates/service/rates-service.htm>

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**(h) 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.

**(i) Department of Correction Requirements for Contractors who Perform at a Correctional Facility**

(1) Facility Admittance

(A) Contractors shall not allow any of their employees to enter the grounds of or any structures in any Department of Correction (“DOC”) facility (“Facility”) or undertake any part of the Performance unless the employees have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Facility.

(B) Contractor employees who seek admittance to a DOC Facility must first undergo a background check to confirm their eligibility to be admitted into the DOC Facility. Contractors shall obtain from the DOC a form for each employee and complete and submit that form to DOC at least 10 business days prior to the date that the employee is scheduled to arrive at the DOC Facility for the Performance. Information on the form includes the following:

1. Name
2. Date of Birth
3. Social Security Number
4. Driver's License Number
5. Physical Characteristics (such as age, height, weight, etc.)

(2) Official Working Rules

Contractors shall adhere to the following Official Working Rules of the DOC:

- (A) All Contractors shall report to the Facility’s security front desk for sign-in, regardless of work location, immediately upon arrival at the Facility.
- (B) All Contractor personnel shall work under the observation of an assigned correctional officer or supervisor, who will provide escort for the duration of the work.
- (C) Contractor personnel shall not have any verbal or personal contact with any inmates.
- (D) Equipment must be checked daily and, when not in use, locked in a secure place as the Facility officials may direct.
- (E) Hacksaws, blades and files will remain in the custody of the officer assigned, except when being used.
- (F) The correctional officials may refuse admittance to any Contractor personnel for any cause or reason the correctional officials deem to be sufficient.

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- (G) In the event of any emergency, all Contractor personnel will be escorted outside the Facility by correctional officials.
  - (H) Contractors shall address all questions pertaining to interruptions of service or to safety of the Facility to the appropriate correctional official.
  - (I) Work at the Facility must be Performed between 8:00 a.m. and 12:00 Noon and between 12:30 p.m. and 4:30 p.m., the maximum allowable working day being 8 hours. The Contractor shall not Perform any work at any Facility on any Saturday, Sunday or Holiday, unless DOC determines, in its sole discretion, that there is an emergency.
  - (J) The Contractor shall ensure that all equipment not in use, is secure to prevent use by inmates.
  - (K) The Contractor shall supply to DOC a copy of all material safety data sheets for all products used in the process of construction, construction materials, and products brought onto the Facility.
  - (L) All Contractors shall sign out at the Facility's security front desk prior to departure following completion of Performance.
- (3) Rules Concerning Department of Correction Facilities

Contractors shall adhere to the Facilities rules ("Facilities Rules") described in this section. At the time that Contractors and Contractor Parties seek to enter a Facility, DOC staff will present to them a document setting forth the following Facilities Rules and extracts of the laws governing the introduction and control of contraband. Contractors and Contractors Parties shall read, understand and sign that document as a condition precedent to entering the Facility and as evidence that they understand the consequences imposed for violating these Facilities Rules:

(A) Restricted Areas

All persons except DOC personnel, upon entering the grounds are restricted to the immediate area of their work assignment. In order to go to other areas, Contractor personnel shall first obtain written permission from the supervisory correctional official in charge. Only persons having official business will be admitted to construction sites.

(B) Inmates

There may be times when inmates may be working adjacent to or in the same area as Contractor or Contractor Parties. All persons are prohibited from accepting or giving anything from and to an inmate. Inmates are accountable to DOC personnel only, no other person will have any conversation or dealings with inmates without the approval of the DOC supervisory official in charge.

(C) Vehicle Control

Any Contractor personnel entering upon the Facility shall remove the ignition keys of their vehicle and lock the vehicle when they leave it for any reason. Contractors shall ensure that all equipment in, on or around the vehicles is secured and inaccessible to anyone else while in the Facility.

(D) Contraband



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Contractors shall not bring clothing or contraband into or onto the Facility's grounds or leave clothing or contraband in a vehicle located on the grounds of the Facility outside of an area designated by DOC personnel. Contraband is defined below and all persons are subject to these DOC Facilities Rules concerning contraband when on the Facility's grounds.

Contractor shall not introduce into or upon, take or send to or from, or attempt the same to or from, the grounds of the Facility anything whatsoever without the knowledge of the Facility supervisor.

“Contraband” means any tangible or intangible article whatsoever which DOC has not previously authorized and may include letters, stamps, tools, weapons, papers, floor implements, writing materials, messages (written and verbal), instruments and the like. Contractors shall discuss any questions regarding such matters with the Facility supervisor immediately upon those questions arising.

Cigarettes and Cell Phones are “contraband.” Accordingly, Contractors shall leave them secured inside their locked vehicles in an area designated by DOC personnel.

Failure to comply with these Facilities Rules, in the sole determination of DOC, will result in the Contractor being removed from the Facility.

(4) State Laws Governing Unauthorized Conveyance, Possession or Use of Items, Weapons and Certain Devices

(A) Unauthorized conveyance of certain items brought into the Facility is governed by Conn. Gen. Stat. Sec. 53a-174, which provides as follows:

1. Any person not authorized by law who conveys or passes or causes to be conveyed or passed, into any correctional or humane institution or the grounds or buildings thereof, or to any inmate of such an institution who is outside the premises thereof and known to the person so conveying or passing or causing such convey or passing to be such an inmate, any controlled drug, as defined in section 21a-240, any intoxicating liquors, any firearm, weapon, dangerous instruments or explosives of any kind, any United States currency, or any rope, ladder or other instrument or device for use in making, attempting or aiding an escape, shall be guilty of a class D felony. [Penalty for a Class “D” felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed five (5) years.]The unauthorized conveying, passing, or possessing of any rope or ladder or other instrument or device, adapted for use in making or aiding an escape, into any such institution or the grounds or building thereof, shall be presumptive evidence that it was so conveyed, passed or possessed for such use.
2. Any person not authorized by law who conveys into any such institution any letter or other missive which is intended for any person confined therein, or who conveys from within the enclosure to the outside of such institution any letter or other missive written or given by any person confined therein, shall be guilty of a class A misdemeanor. [Penalty for a Class “A” misdemeanor per Sec. 53a-36 subsection 1, the term is not to exceed one (1) year.]

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3. Any person or visitor who enters or attempts to enter a correctional institution or Facility by using a misleading or false name or title shall be guilty of a class A misdemeanor.
- (B) Possession of weapons or dangerous instruments in the Facility is governed by Conn. Gen. Stat. Sec.53a-174a, which provides as follows:
1. A person is guilty of possession of a weapon or dangerous instrument in a correctional institution when, being an inmate of such institution, he knowingly makes, conveys from place to place or has in his possession or under his control any firearm, weapon dangerous instrument, explosive, or any other substance or thing designed to kill, injure or disable.
  2. Possession of a weapon or dangerous instrument in a correctional institution is a class B felony. [Penalty for a Class "B" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed twenty (20) years.]
- (C) Conveyance or use of electronic or wireless communication devices in the Facility is governed by Conn. Gen. Stat. Sec. 53a-174b, which provides as follows:
1. A person is guilty of conveyance or use of an electronic wireless communication device in a correctional institution when such person, without authorization by the Commissioner of Correction or the commissioner's designee, (1) conveys or possesses with intent to convey an electronic wireless communication device to any inmate of a correctional institution while such inmate is in such institution, or (2) uses an electronic wireless communication device to take a photographic or digital image in a correctional institution.
  2. Conveyance or use of an electronic wireless communication device in a correctional institution is a Class A misdemeanor.
- (j) Badging Requirements for the Connecticut Airport Authority, Bradley International Airport (the Airport)**
- (1) All Contractor employees must pass all standard security requirements (based on activity and location) and pass prescribed driver training before entering Bradley International Airport or engaging in any part of the Performance.
  - (2) Contractors shall not allow any of their employees to enter the Airport or undertake any part of the Performance unless the employees shall have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Airport. The security badge will be issued upon the successful completion of a ten year (10) criminal history records check, and Transportation Security Administration Security Threat Assessment and a training/testing program – all administered by Airport personnel. The cost per person is \$50. This charge is subject to change during the term of the Contract. Persons with felony convictions will be evaluated on an individual basis. The Client Agency may, at any time during the term of the Contract and in its sole discretion, modify the criminal history records check,

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training, testing program, security and badge requirements. The Contractor shall comply with all such modifications.

- (3) The Contractor shall assign at least one individual, but no more than 3 individuals, to act as an Authorized Supervisor for the airport. Prior to starting Performance, Contractors shall direct the Authorized Supervisors to comply with all of the applicable terms and conditions of this Contract, including doing any and all things which the Authorized Supervisors deem to be necessary or appropriate to ensure full Performance.
- (4) Client Agency shall deliver to the Contractors a copy of the applicable requirements of all federal and state regulations governing aviation security activities prior to Contractors starting Performance. Contractors shall comply fully with all of those requirements and regulations and shall ensure the same for all of their employees who will perform in any way.
- (5) The duties of the Authorized Supervisor are to:
  - (A) read, understand and follow fully all of the requirements of all federal and state regulations governing aviation security activities;
  - (B) notify the security badging office or BDL Airport Operations **immediately** of all employee terminations and transfers in writing, which may include via e-mail.
  - (C) return to the security badging office or BDL Airport Operations a termination form with the terminated or transferred employee's security badge along with all other security-related items that had been issued to the employee, including, but not limited to, keys, gate cards and ramp stickers, no later than twenty-four (24) hours after the effective date of the termination or transfer. If the Authorized Supervisor fails to return timely the badge or other security related-item, the Authorized Supervisor shall submit a termination form no later than one (1) week after the effective date of the termination or transfer, along with a written explanation detailing the course of action that has been taken towards retrieving the outstanding item(s);
  - (D) limit the distribution of security related information only to persons with valid, Bradley International Airport security badges and as requested by the Airport Security Coordinator (ASC) or designated representative ;
  - (E) not presign badging applications and complete the entire Authorized Supervisor section of the badging application for all Contractors employees who will Perform under this Contract;
  - (F) report lost or stolen badges in writing immediately to the security badging office and/or Airport Operations on the standard lost/stolen security badge report.
- (6) Contractors shall ensure that the Authorized Supervisors read, understand and follow all of their prescribed such regulations and requirements. Accordingly, prior to starting Performance, and



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City, State, Zip

Title

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Phone Number(s)

Fax No.

E-Mail Address

- (7) Contractors shall pay the Client Agency a fee of \$100 per unreturned badges for any terminated or transferred employee and reimburse the Client Agency, no later than thirty (30) days after receiving an invoice from the Client Agency, for any applicable federal or state amounts, penalties or both for which the Client Agency may be held responsible resulting from the Contractors' failure to follow fully all of the applicable federal and State regulations and other requirements concerning aviation security activities, including, by way of example, but not by way of limitation, \$100 per unreturned badges for any terminated or transferred employee and up to \$11,000 per occurrence for an individual employee's failure to comply with security regulations (including, by way of example, but not by way of limitation, failure to properly display security badge or failure to control access through a controlled access door with a proximity card reader). If Contractors fail to pay the fee or reimburse the Client Agency timely, the Client Agency may, in its sole discretion, demand, and the Contractors shall, return all of the security badges for all of the Contractors' employees. Consequently, DAS shall, at the Client Agency's request, terminate the Contract as to those Contractors. DAS and the Client Agency will take into account such Termination as an indication of Contractors' not being responsible in future leasing and contracting opportunities.
- (8) The Client Agency may suspend or terminate security privileges of individual employees pending investigation of any individual who is alleged to have violated any security regulations. Security privileges for the Contractor as an entity may also be suspended or terminated for failure to comply with all security regulations.