

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. DESCRIPTION OF GOODS AND SERVICES:

Contractor shall provide Secondary Containment and Spill Control Products (the "Products") for the Client Agency.

2. SPECIAL REQUIREMENT

Contractor shall have a knowledgeable staff with expertise and ability to assist and/or train within the Client Agency personnel in applications, usage and administration of Products in compliance with the Department of Energy and Environmental Protection ("DEEP") and the Environmental Protection Agency ("EPA") applicable statues and regulations. The Contractor shall provide training at no expense to the Client Agency. Any required training must be provided at a site approved by the Client Agency.

The Client Agency may request the Contractor to provide an assessment of Client Agency locations and suggest products to ensure compliance with DEEP and EPA applicable statues and regulations. When applicable, awarded vendors must ensure that Products sold to the State under the terms of this contract meet or exceed EPA 40 CFR 264.175, as amended.

Contractor must be an authorized distributor of the product lines they are offering at the time of bid opening and for the term of the contract. Contractor shall provide proof of distributorship from the manufacturer prior to award.

3. DELIVERY:

Products offered under this contract will be delivered to the following address when the State of Connecticut Department of Transportation ("ConnDOT") is the Client Agency:

State of Connecticut
Department of Transportation
Central Warehouse
660 Brook Street
Rocky Hill, CT 06067

Routine delivery of Products offered under the terms of this contract shall be within fourteen (14) days ARO. ConnDOT receiving hours are 8:00 a.m. to 3:30 p.m., Monday through Friday.

The Contractor shall be responsible for the delivery of Products in new condition at the point of delivery. Delivery shall be free of board, Client Agency. Contractor shall bear risk of loss during delivery of all Products.

Each delivery shall be accompanied with an itemized packing list denoting all contents, purchase order number and vendor invoice number.

Secondary Containment items must be labeled with the load rating and sump capacity which meets or exceeds EPA 40 CFR 264.175, as amended.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

4. WARRANTY:

All Products furnished under this contract must be warranted against defects in material and/or workmanship for one (1) year or the manufacturer's standard warranty, whichever is greater from acceptance of Products. The warranty must provide the full cost of the Products and packaging and shipping required to replace defective Products, at no charge to the Client Agency.

5. PRICE BOOKS/LIST:

The Contractor shall be required to furnish ConnDOT with one (1) complete set of price book and corresponding price list at no extra charge within two (2) weeks after date of award. Price books/lists can be forwarded to:

State of Connecticut
Department of Transportation
Bureau of Finance and Administration
Attn: Sonia M. Anderson 2416 SW
P.O. Box 317546
Newington, CT 06131-7546

The Contractor shall provide all Client Agencies with price books and corresponding price list upon request at no extra charge.

6. INVOICES AND PAYMENTS:

Payment and invoicing inquiries should be directed to Client Agency's Accounts Payable Unit at 860-594-2305 when ConnDOT is the Client Agency.

All invoices must include:

1. Contractor F.E.I.N. or Social Security number.
2. Complete Contractor name and billing address.
3. Project number, if applicable.
4. Invoice number and date.
5. Purchase order number.
6. Itemized description of services and/or material supplied.
7. Adjustments, if applicable.
8. Quantity, unit, unit price, and extended amount.
9. Ticket numbers corresponding to each invoice must be listed or attached to the company invoice as a separate sheet, if applicable.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

10. Work periods and traffic control prices must be itemized, if applicable.

For prompt payment processing, please mail invoices to the following address when ConnDOT is the Client Agency:

State of Connecticut
Department of Transportation
Bureau of Finance and Administration
Attn: Accounts Payable
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.

7. 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.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

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 this 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.