

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. DESCRIPTION OF GOODS AND SERVICES:

I. SCOPE

The Contractor shall provide on-call service to repair, rebuild or replace automatic transmissions on State-owned passenger cars, SUVs, vans, pickups and medium duty trucks for the Client Agency.

II. DEFINITIONS

a) Basic Rebuild:

1. Scan for diagnostic codes;
2. wash and inspect disassembled parts;
3. reassemble transmission using a "master overhaul kit;"
4. remove torque converter and replace with remanufactured torque converter;
5. flush transmission and cooling lines; and
6. re-flash PCM or transmission controller.

b) Master Overhaul Kit includes:

1. paper gaskets;
2. rubber seals;
3. Teflon or steel sealing rings;
4. clutch pack friction and steel plates;
5. bushings; and
6. thrust washers and bands.

c) Core Parts: (a.k.a. "hard parts." These are not included in a basic rebuild.)

1. Clutch drums and pistons;
2. front pump and components;
3. planet gears and gear train;
4. servos and components;
5. input and output shafts; and
6. valve bodies and components.

III. REQUIREMENTS

- a) The Contractor shall have a minimum of five (5) years of experience servicing, repairing, rebuilding and replacing automatic transmissions for commercial accounts.
- b) The Contractor shall provide a secure vehicle storage area, and ensure that the vehicle is secured at all times while at the Contractor's facility.
- c) The Contractor shall employ and ensure technicians performing automatic transmission work are qualified, trained and certified to work on each of the automatic transmissions listed in Exhibit B Price Schedule.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

- d) Contractor shall ensure that all parts and associated hardware used in repairs meet the factory-recommended requirements of the vehicle being repaired.
- e) Contractor shall use new parts unless otherwise directed in writing by the Client Agency.
- f) The designated Client Agency representative may review related service reports, periodically inspect work in progress and inspect any removed or replaced part during the rebuilding or repair process.
- g) Contractor shall warrant against defects in material and workmanship for a period of no less than one (1) year with unlimited mileage.
 - 1. All warranty repairs must include labor and parts with no additional cost to the State.
- h) Contractor shall provide ongoing information and consultation to the Client Agency on matters related to individual repairs.
- i) If Contractor determines a vehicle automatic transmission requires repair exceeding that described under Section II(a) Basic Rebuild above, the Contractor shall perform the following:
 - 1. Contractor shall obtain written approval from the Client Agency prior to performing work beyond the scope of that described under Section II(a) Basic Rebuild above.
 - 2. Contractor shall provide an itemized quote for all work required beyond that described under Section II(a) Basic Rebuild above. The quote must include time and material charges.
 - 3. Contractor shall list and price separately on the Contractor's invoice all "core" parts used in the repair. The foregoing is required whether or not the replaced core parts exceed the maximum allowable charge.
 - 4. The Client Agency may inspect the disassembled transmission before approving any work beyond that described under Section II(a) Basic Rebuild above.
 - 5. Contractor shall promptly return all replaced parts to the Client Agency upon request of the Client Agency's representative.

IV. VEHICLE PICK-UP AND DELIVERY

- a) Contractor shall pick-up and deliver vehicles statewide unless directed otherwise by the Client Agency.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

- b) Contractor shall pick up vehicles within four (4) to six (6) hours after notification from the Client Agency.

- c) If notification is after 12:00 noon the Contractor shall pick up the vehicle before 9am the next day.

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

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.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

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

(d) 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.