

**EXHIBIT A**

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

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**DESCRIPTION OF GOODS AND SERVICES**

This Contract is for Cement Patching Materials for the Connecticut Department of Transportation, all using State Agencies and political subdivisions.

**FORM 817**

Reference is made in this Contract to the State of Connecticut Department of Transportation (ConnDOT) Form 817 "Standard Specifications for Roads, Bridges and Incidental Construction" (the "Standards"). Performance under this Contract is to be carried out in accordance with the terms and provisions of the Contract as well as the Standards including all supplements and other applicable standards. The Standards are incorporated into this Exhibit A and made a part of this Contract.

The Standards are located in the following link:

<https://www.ct.gov/dot/cwp/view.asp?a=3609&q=430362>

**DEFINITIONS**

Capitalized terms used and not defined in this Exhibit A have the definitions ascribed to them in FORM 817 (as such term is defined herein).

**3. FAST SETTING, HIGH STRENGTH CONCRETE PATCHING MATERIAL**

**(a) Materials**

1. Concrete patching material must be fine powder material requiring only the addition of water or a liquid to be furnished by the manufacturer to create a ready to use mortar. It must have the ability to be filled with clean aggregate to a maximum percent (%) as specified by the manufacturer.

Detailed instructions for use of the material must be printed on each container or furnished with each shipment of material.

A neat mixture or a mixture with added aggregate of the material offered must be capable of setting in a maximum of one (1) hour and must provide minimum compression strengths in accordance with the following:

Magnesium Phosphate Based Materials: (Set 45 – Horn 240 – Magna 100)

Minimum Compression Strength	1,500 psi/2 hours
	4,000 psi/24 hours

Cementitious-based Materials: (CTS Rapid Set DOT Cement, Perma-Patch, Speed Crete Green line, Emaco T-415, Quikrete Fast Set Cement, FastCrete)



**EXHIBIT A**

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

---

**(b) Special Requirements**

1. The Contractor shall be an authorized distributor of the product line(s) being offered and must remain so for the duration of the Contract. The Contractor shall provide proof of distributorship with their bid. Failure to do so may result in disqualification.
2. Each item offered in the bid must have an associated accelerant, a retarder and a plasticizer that are recommended by the Manufacturer.
3. The Contractor shall be required to furnish the Client Agency with applicable Material Safety Data Sheets (MSDS) upon request.

**(c) Pricing**

1. All prices include packing and packaging for immediate over the counter pick-up by authorized Client Agency personnel at the Contractor's place of business. Contractor pick-up location must be located in the State of Connecticut.

**(d) Packaging and Delivery**

1. Contractor shall provide a packing slip for each delivery that references the applicable purchase order number, the items being delivered, individual quantities of each item being delivered and the Client Agency garage location.
2. The Contractor shall make all deliveries to the location specified in the Client Agency purchase order.
3. All routine deliveries for the Client Agency must be made between 8:00 AM and 3:30 PM, Monday through Friday.
4. 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.
5. Primary Client Agency delivery locations include, but are not limited to:

DOT- #128	Colchester, CT	80 New London Road
DOT- #131	Darien, CT	I-95 Southbound, rear of the rest area.
DOT- #132	Brookfield, CT	1050 Federal Road.
DOT- #133	Waterbury, CT	100 Chase River Road.
DOT- #137	Winchester, CT	151 Torrington Road.
DOT- #138	Rocky Hill, CT	660(R) Brook Street.
DOT- #139	West Willington, CT	1 Tolland Turnpike.
DOT- #140	Putnam, CT	Rt. 12, Industrial Park Road.
DOT- #141	East Granby, CT	Rt. 20 and East Granby Road.

**EXHIBIT A**

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

---

DOT- #142	East Haven, CT	507 North High Street.
DOT- #188	Rocky Hill, CT	660 Brook Street.
DOT- #190	Milford, CT	44 Banner Drive.
DOT - #192	Old Saybrook, CT	660 Middlesex Turnpike.

6. Contractor shall utilize trucks that are adapted to forklift unloading from ground level. Forklift capacity must be at least six thousand pounds (6,000 lbs.).
7. Contractor shall deliver the concrete bags in new condition. Any defective or damaged concrete bags must be immediately replaced at no charge to the Client Agency.

**(e) Invoicing and Payments**

Contractor shall invoice the ConnDOT promptly after the delivery of materials resulting from orders made by ConnDOT as the Client Agency. Questions regarding payment status for such orders may be directed to the Accounts Payable Unit at 860-594-2305

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 of measure, 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.

For prompt payment processing from ConnDOT, invoices should be mailed to the following address:

State of Connecticut  
Department of Transportation  
Bureau of Finance and Administration  
Attn: Account Payable SW1A  
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.

**EXHIBIT A**

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

---

**(f) Warranty**

Contractor guarantees the Goods against any defect due to faulty material(s). The guarantee must provide the full cost of the material or materials required to replace any defective material(s).

The Contractor shall warranty at no cost to the Client Agency, all materials for a period of at least one (1) year from the purchase date. The warranty must include all packaging and shipping required to replace defective materials.

**4. 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 (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.

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**

**EXHIBIT A**

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

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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.

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

**(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.