

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. DESCRIPTION OF SERVICES

The Contractor shall perform the inspection and preventive maintenance Services of the HVAC systems, including all mechanical equipment listed on Schedule I, each quarter of the calendar year. The Contractor shall notify the Client Agency facility manager (the "Facility Manager") of any issues discovered regarding the HVAC systems and mechanical equipment during the quarterly services inspection. The Contractor shall provide a competitive quote to the Facility Manager for all unscheduled repairs that are required due to conditions discovered during inspections or routine preventive maintenance. Contractor shall repair and replace all worn, defective and faulty parts with new parts.

The Contractor's personnel shall be in uniform and properly identified at all times while providing Services under this Contract.

After each preventive maintenance visit, the Contractor shall provide to the Facility Manager a checklist listing all the tasks performed on each piece of mechanical equipment that has been serviced.

Quarterly Preventive Maintenance and Inspections

Contractor shall perform Preventive Maintenance services during Client Agency standard business hours, Monday through Friday, from 7:00AM to 5:00PM.

Preventive maintenance tasks include, but are not limited to, the following:

- Control calibration and adjustment of temperature controls, refrigeration controls, pressure controls, operating controls and safety controls;
- Testing and checking of operating refrigerant pressures, voltages and amperages, belts and belt tension, drive couplings, proper control sequencing, electrical connections, rotation, contactors, and starters;
- Cleaning of condenser coils, evaporator coils, chilled water coils, condensate drains, cooling tower basins, cooling tower nozzles, condensers and cooler tubes;
- Lubrication maintenance, including oiling and/or greasing of motor and fan bearings, changing oil, renewing oil filters, and oiling damper linkages and bearings;
- Adjusting and fine-tuning of superheat settings, capacity control modules, belt tension, oil burners, gas burners, starter transfer times, and compressor cylinder unloaders; and
- Replacement of all air filters with the type and quality of filter specified by the Client Agency.

a) Emergency and Unscheduled Repair Services

The Contractor shall receive and respond to emergency calls on a 24-hour per day, 7-day per week basis. The Facility Manager shall be the sole authority for determining whether a situation is an emergency. The Contractor shall respond to such emergencies by a return phone call to the Facility Manager or his authorized designee within two (2) hours of the Facility Manager's phone call. The Contractor shall provide the Facility Manager a written estimate prior to commencing emergency Services. Contractor shall not commence Services without the Facility Manager's authorization.

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b) Boiler Inspection and Service

Maintenance, cleaning and calibrations of boilers must be performed in accordance with the HB Smith Company Inc.'s recommendations for their 28A-5 gas-fired boilers. Fireside, waterside, low water cut-offs, etc., will be left open to allow for inspection by the Facility Manager. After inspection and approval, all openings shall be sealed with new factory-approved gaskets. The units must be test fired for leaks and efficiency per HB Smith manufacturer standards. Contractor shall inspect and test all safety devices for proper operation.

c) Addition, Removal or Replacement of HVAC Equipment

During the term of this Contract, the Client Agency reserves the right to approve additions, removals or replacements of HVAC equipment by the Contractor at the Client Agency premises. A corresponding price adjustment will be made with each addition, removal or replacement of HVAC equipment.

d) Reporting

Immediately following the performance of each Service, the Contractor shall submit a comprehensive report to the Facility Manager for the entire HVAC system, which includes the below listed items. In addition, the Contractor shall submit a report documenting all Services performed during the quarter of each calendar year. The comprehensive report and the final quarterly report of each calendar year must include the following:

- Commentary on system efficiency, including boilers;
- The Contractor's time of arrival and departure; and
- Signatures of the Contractor and the Facility Manager.

e) Contractor Travel Expenses

The Contractor shall not be reimbursed for motor vehicle or other travel-related expenses.

f) Storage of Equipment and Supplies

If space is available, the Contractor may store material, tools and supplies on the Client Agency premises when performing Services that are expected to last more than one (1) day. The Facility Manager shall have oversight of all material, tools and supplies stored and may prohibit the storage of any hazardous material. The risk of loss, and the sole responsibility, for all Contractor material, tools and supplies, together with all contents thereof, is that of the Contractor and not the Client Agency.

g) Removal of Debris

The Contractor shall leave the area of work clean and free from all rubbish that results from the Services performed under this contract.

h) Billing & Payment

Billing and payment for preventive maintenance Services rendered will be made on a quarterly basis. Billing and payment for emergency and unscheduled repairs and Services will be made correspondent with such occurrences.

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i) Warranty

The Contractor guarantees that all Goods offered are standard new, latest model of regular stock products with all parts included which are regularly used for the Services. In addition, Contractor guarantees that no attachment or part of the Goods has been substituted or applied contrary to the manufacturer's recommendations and standard practice. Contractor shall, at minimum, guarantee against faulty material and workmanship from the date of installation for a period of one (1) year or the manufacturer's standard warranty, whichever is greater. Defects related to safety or causing interruption in operation of the Client Agency must be corrected within forty-eight (48) hours of notification by the Facility Manager. Defects not related to safety or causing interruption in operation must be corrected within five (5) working days of notification by the Facility Manager. The warranty must provide the Client Agency with full replacement cost of the defective Good(s) and the cost of any labor, packing, shipping or other costs incurred to replace the defective Good(s).

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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) 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.

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

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.

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.