## EXHIBIT A

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

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

This Contract is for the purchase of TYPE R-2 Modular Residential Units for the Department of Transportation.

#### **Type R-2 Modular Residential Units:**

Contractor shall provide units in the following sizes:

8'W x 10'L 8'W x 20'L 8'W x 40'L

Units must meet applicable Federal laws and State laws, including State of Connecticut Building and Fire Safety Codes (as amended or supplemented from time to time).

#### **TYPE R-2 Modular Residential Unit Technical / Construction Requirements**

- Interior Floor Construction: Interior comparable or equal to ½" or ¾" plywood with water resistant epoxy or vinyl covering with 2" x 3" or 2" x 4" framing joists on a 16" center. Construction covering must be Class A rated for burning characteristics.
- Interior Floor Insulation: Floor insulation must be minimum R-11 or R-19 commercial grade cellulose or fiberglass insulation.
- Interior Sidewalls: 2" x 3" studs on a 16" center construction, R11 (spray on, cellulose, or fiberglass insulation), vinyl laminate or wood paneling. Base trim to be 4" wide vinyl cove molding. Insulation must have a flame spread of less than 25 and a smoke spread of less than 450. Wall covering to be Class A in regards to burning characteristics.
- **Ceiling:** 2" x 4" joists set on 16" centers, R-11 spray on insulation (See above), ½" gypsum covering or ½" paneling, 4 mil poly between container and framing.
- Windows: Horizontal slider window with insect screen, <u>double pane insulated glass</u>, (sizes and quantity depends on container size). Windows must lock from the inside.
- Window Security Bars: <sup>3</sup>/<sub>4</sub>" x <sup>3</sup>/<sub>4</sub>" x 12 gauge steel tube framing for windows and HVAC unit.
- Doors: 36" x 80" steel insulated entry doors with interior push bar with 10" x 10" window, exterior lever handle with deadbolt lock, interior kick plate, heavy-duty door closer. Door must be thermal insulated. Door hardware exterior lever handle with Master Lock (hockey puck dead bolt style lock) Master keyed and hardware must open from the interior with one method of action (panic bar or lever device that unlocks door). A 10 x 10 and 10 x 20 would have one (1) door, the 10 x 40 needs two (2) doors.

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- Electrical: Service to be 120/240 volt single phase, 3 wire, 60 Hz with ground, load center to be 100-125 amp panel box with main breaker. (All Office with 120/240 power will draw approximately 58.10 Amps with everything in use and no high load equipment plugged into a receptacle) and/or (Triple Phase depending on the location, All Office with 120/208 power will draw approximately 35.8 Amps with everything in use and no high load equipment plugged into a receptacle. 120-volt 20 Amp duplex receptacles (20 Amp circuits are required for commercial applications). Metallic shielded cable (MC Cable) must be used for all circuits. The Quantity of outlets is determined by size of container. Exterior GFI Receptacle on exterior of unit. Install LED lighting, and quantity of lighting is determined by size of container. Exterior entry light at entry door(s) and all lighting must be switched with typical toggle wall switches. Pull cord switches are not allowable. Panel box and phone/data box to be installed at the front of the unit so as conduit bodies will be on the front of the unit to avoid damage during loading/unloading of the container. The container is to be individually grounded electrically if distribution panel is installed isolated from the structure. If panel is attached directly to the steel, the container does not have to be grounded individually. One 5/8" diameter ground rod with 1 #6 copper wire bonded to steel at a minimum.
- Heating and Cooling: HVAC Exterior mounted HVAC wall electric heat/cool unit.
- Smoke Detectors: Combination Smoke / CO detectors are acceptable but must be AC powered with battery backup. Depending on the size of the container, more than one (1) detector may be required by Client Agency. No sprinkler system is required as these are not permanent structures.
- Exit Sign(s): A combination exit sign with emergency light must be installed. Exit sign must be low-level illumination for sleeping area.
- Exterior: Shipping container-steel, painted with exterior factory applied baked enamel or polyester type finish such as Kynar (with extended warranty 15-20 years free of rust) grade paint, CORE 10 Steel with factory finish or comparable and equal to.
- **Preparation:** Each unit must be provided with permanent concealed lifting points for placement of all units, and for future relocation. Each unit must be suitably braced, wrapped and secured for transportation to allow for delivery in first class condition, at no cost to the Client Agency.

## **Delivery/Inspection:**

All unit deliveries must be made to specified Client Agency locations during regular work hours of 8:00 am – 4:00 pm, Monday through Friday. Delivery locations will be designated on individual purchase orders to locations within the Client Agency districts, Attachment #D, which is attached hereto and incorporated into the Contract. Contractor shall have the risk of loss during delivery of Goods.

All units are subject to inspection by the Client Agency. In the event that the Client Agency determines that any unit is defective in material or workmanship or otherwise not in conformity with the

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requirements of the Contract, the Client Agency shall have the right to either reject it or to require its correction.

## Warranty:

Contactor shall warrant all units, construction, materials and workmanship for a one (1) year period, except as specifically extended for noted items in the Technical/Construction Requirements listed above. The warranty must provide the Client Agency with full replacement cost of the deficient unit(s) and the cost of any labor, packaging, shipping or other costs incurred to replace the defective unit(s). Any defective or damaged units must be immediately replaced at no charge to the Client Agency. The Contractor shall be responsible for all aspects of warranty administration and shall ensure that service is performed according to warranty procedures.

#### 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) 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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#### (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.