

## EXHIBIT A

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

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

Contractor shall supply various traffic monitoring equipment, parts and repairs for the Connecticut Department of Transportation ("Client Agency") as listed in Exhibit B- Price Schedule.

**(a) Recycling Batteries**

Contractor shall accept used product batteries from the Client Agency and shall be responsible for proper recycling or disposing of batteries in accordance with State and Federal laws and regulations. The shipping charges to send used batteries to the Contractor's facility for disposal or recycling will be borne by the Client Agency.

**(b) Deliveries**

Contractor shall make all deliveries of the Goods in the quantities requested, to the location and within the timeframe specified on the Client Agency purchase orders.

**(c) Shipping**

The Client Agency shall pay the shipping charges to the Contractor's repair facility when the Client Agency is requesting repairs of State owned equipment. The Contractor shall pay for return shipping charges on equipment that is being returned to the Client Agency.

Shipping charges must be fully prepaid by the Contractor, free on board ("FOB") destination for orders of traffic monitoring equipment listed on Exhibit B- Price Schedule. No additional charges will be allowed for handling costs, packages and packaging for orders of traffic monitoring equipment.

**(d) Warranty**

The Contractor shall warranty Goods against defects in the material and workmanship including all parts and labor for a period of one (1) year or the manufacturer's standard warranty, whichever is greater from the receipt of the Goods. The warranty must also include the full cost of the materials, and packaging, handling and shipping required to replace defective Goods, at no charge to the Client Agency. Contractor shall obtain the date of installation from the Client Agency either in writing or electronically.

**(e) Purchase Orders**

The Client Agency's Processing Unit shall be responsible for all purchase orders related to this Contract and can be contacted at (860)594-2070.

**(f) Invoices and Payments**

Client Agency's Accounts Payable Unit through the Comptroller's Office shall issue payments. Payments and invoicing inquiries must be directed to Client Agency's Accounts Payable Unit at (860) 594-2310.

All invoices must include:

- a) Contractor's FEIN or Social Security number;
- b) Complete Contractor name and billing address;

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- c) Project number, if applicable;
- d) Invoice number and date;
- e) Purchase order number;
- f) Itemized description of services or material supplies;
- g) Adjustments, if applicable;
- h) Quantity, unit, unit price and extended amount;
- i) Ticket numbers corresponding to each invoice shall be listed or attached to the company invoice as a separate sheet, if applicable.

For prompt payment processing, invoices must be mailed to the following address:

State of Connecticut  
Department of Transportation  
Bureau of Finance and Administration  
Attn: Accounts Payable SW1A  
PO Box 0131-7546  
Newington CT 06131-7546

Payments may be delayed if the invoice form is not properly completed in accordance with the instructions noted above.

**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.

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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.

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.