

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. DESCRIPTION OF GOODS AND SERVICES

a) Scope

This Contract is for the purchase, delivery and Client Agency pick up of various manufacturer's fuel dispenser parts and supplies. Original Equipment Manufacturers ("OEM") replacement FuelMaster parts and supplies shall include but not be limited to the FuelMaster FMU-2500, FMU-2500 Plus, FMU-3500 Series, Prokee and Smartcard FuelMaster Units ("FMU") located and operated at Client Agency fueling stations. Services shall include any and all technical and diagnostic customer service support for maintenance Services and repair of owned and operated FMUs).

The Contractor(s) providing OEM FuelMaster parts, supplies and Services shall be an authorized distributor of FuelMaster Goods and Services and shall be authorized to provide any and all Client Agency customer support, including but not limited to, technical, diagnostic and warranty Services for any and all administrative and operational functions of the FMU's systems at all times during the term of this Contract.

The Contractor shall maintain an adequate inventory of the parts and supplies to meet the requirements of all Client Agencies.

b) Material Safety Data Sheets

The Contractor shall provide all relative product Material Safety Data Sheets (MSDS) to the Client Agency upon request(s).

c) Warranty

All items, products, parts, supplies, accessories and Services provided by the Contractor must be warranted against defects in material and/or workmanship for a minimum of one (1) year or manufacturer's standard warranty, whichever is longer. The warranty must provide the full replacement cost of the part(s) and supplies required as replacement of any and all defective part(s) and supplies and also include replacement costs associated to any and all labor, packaging, handling, shipping and other costs incurred required to replace the defective parts and supplies, at no cost to the Client Agency. Any defective or damaged Goods must be immediately replaced. The Contractor shall be responsible for all aspects of warranty administration and shall ensure that Service is performed according to warranty procedures.

d) Delivery

The Contractor shall make all Client Agency deliveries of fuel dispenser parts and supplies in the quantities requested, to the specified location(s) and within the timeframe(s) specified on each Client Agency purchase order. The Contractor shall be responsible for the delivery of the fuel dispenser parts and supplies in first class condition at the point of delivery and in accordance with standard commercial practices. The risk of loss, and the sole responsibility, for all Goods together with all contents thereof is that of the Contractor and not the Client Agency.

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Each delivery must be accompanied by a packing slip that indicates the purchase order number, the Good(s) being delivered and the quantity of each Good delivered. Routine deliveries of all Goods shall be delivered within ten (10) days after receiving the purchase order from the Client Agency.

The Client Agency may elect to pick-up ordered Goods at the Contractor's place of business.

e) CTDOT Transactions

Connecticut Department of Transportation (CTDOT) orders must be delivered to:

State of Connecticut
Department of Transportation
660 Brook Street
Rocky Hill, CT 06067

Or

State of Connecticut
Department of Transportation
670 Brook Street
Rocky Hill, CT 06067

CTDOT receiving times are 8:00 A.M. to 3:30 P.M., Monday through Friday.

f) CTDOT Purchase Orders

Purchase orders shall be issued by the CTDOT for Services Performed by the Contractor. Questions concerning purchase orders are to be directed to the CTDOT Procurement Services Unit at (860) 594-2345.

g) CTDOT Invoices and Payments

Contractor's payment and invoicing inquiries shall be directed to the CTDOT Accounts Payable Unit at (860) 594-2305.

All CTDOT invoices must include:

- Project number, if applicable.
- Invoice number and date.
- Purchase order number.
- Itemized description of services and/or material supplied.
- Adjustments, if applicable.

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- Quantity, unit, unit price, and extended amount.
- Ticket numbers corresponding to each invoice must be listed or attached to the company invoice as a separate sheet, if applicable.

h) CTDOT invoices shall be forwarded to the following address

Department of Transportation
Bureau of Finance and Administration
Attn: Accounts Payable
P.O. Box 317546
Newington, CT 06131-7546

i) Exhibit B1 Pricing

Exhibit B1 manufacturer catalog pricing shall be a fixed percentage (%) discount from the manufacturer's pricing catalog in place at the date of the ITB and shall be valid for a period of one (1) full year from the date of the Contract award. Annually thereafter, the Contractor may submit to DAS, a replacement manufactures pricing catalog for DAS consideration and approval of the Contract price adjustment(s) request.

j) Exhibit B2 Pricing

Exhibit B2 fixed price items shall be fixed for the first two (2) full years of this Contract. Thereafter the Contractor may request an increase to Exhibit B2 fixed price items in accordance with the Contract's Section four (4), paragraph (d) "Price Adjustments".

Exhibits B1 and B2 fixed price items and manufacturer catalog item(s) delivery charges shall be Freight on Board (FOB) and invoiced as a separate line item, detailing the delivery fees and shall be paid for by the Client Agency.

k) Exhibit B3 Pricing

Exhibit B3, OEM FuelMaster fixed price line items 1 through 10 shall be a unit price for each item. All Exhibit B3 fixed price items shall be fixed for the first two (2) full years of this Contract. Thereafter, the Contractor may request an increase to Exhibit B3 fixed price items in accordance with this Contract's Section four (4), paragraph (d) "Price Adjustments".

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I) Exhibit B4 Pricing

- i. Exhibit B4, Item 1 pricing shall be one overall percentage (%) discount rate that will apply to OEM FuelMaster manufacturer's catalogs in place as of the date of the ITB. Annually thereafter, the Contractor may submit to DAS, a replacement manufactures pricing catalog for DAS consideration and approval of the Contract price adjustment(s) request.
- ii. Exhibit B4, Item 2 shall be one price for the annual Service charge for customer and product support for the central controller software. Price includes no limit or restrictions to the amount of Client Agency phone calls made to the Contractor.
- iii. Exhibit B4, Item 3 shall be the price per unit price for a Limited Maintenance Plan for all FMU units to include unlimited phone support and diagnostics from 8:00 am – 8:00 pm EST, Monday – Friday, software/firmware updates at no cost to the Client Agency and discounts on hardware parts.
- iv. Exhibit B4, Item 4 shall be the cost per unit price for a Standard Maintenance Plan for Prokee and Smartcard units to include unlimited phone support and diagnostics from 8:00 am – 8:00 pm EST, Monday – Friday, software/firmware updates at no cost to the Client Agency and required repair parts free of charge.
- v. Exhibit B4, Item 5 shall be the price for each Contractor inspected and repaired LRU circuit board with a specified warranty period.

Exhibits B3 and B4 discounted catalog items and fixed price items shall include any and all packing, shipping, transportation and delivery charges fully prepaid by the Contractor, F.O.B. Destination.

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(s)

B, whether or not such a savings actually occurs.

b) Mandatory Extension to State Entities

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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.

d) Subcontractors

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

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.

f) Department of Correction Requirements for Contractors who Perform at a Correctional Facility

(1) Facility Admittance

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- (A) Contractors shall not allow any of their employees to enter the grounds of or any structures in any Department of Correction (“DOC”) facility (“Facility”) or undertake any part of the Performance unless the employees have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Facility.
- (B) Contractor employees who seek admittance to a DOC Facility must first undergo a background check to confirm their eligibility to be admitted into the DOC Facility. Contractors shall obtain from the DOC a form for each employee and complete and submit that form to DOC at least 10 business days prior to the date that the employee is scheduled to arrive at the DOC Facility for the Performance. Information on the form includes the following:
1. Name
 2. Date of Birth
 3. Social Security Number
 4. Driver's License Number
 5. Physical Characteristics (such as age, height, weight, etc.)

(2) Official Working Rules

Contractors shall adhere to the following Official Working Rules of the DOC:

- (A) All Contractors shall report to the Facility’s security front desk for sign-in, regardless of work location, immediately upon arrival at the Facility.
- (B) All Contractor personnel shall work under the observation of an assigned correctional officer or supervisor, who will provide escort for the duration of the work.
- (C) Contractor personnel shall not have any verbal or personal contact with any inmates.
- (D) Equipment must be checked daily and, when not in use, locked in a secure place as the Facility officials may direct.
- (E) Hacksaws, blades and files will remain in the custody of the officer assigned, except when being used.
- (F) The correctional officials may refuse admittance to any Contractor personnel for any cause or reason the correctional officials deem to be sufficient.
- (G) In the event of any emergency, all Contractor personnel will be escorted outside the Facility by correctional officials.
- (H) Contractors shall address all questions pertaining to interruptions of service or to safety of the Facility to the appropriate correctional official.
- (I) Work at the Facility must be Performed between 8:00 a.m. and 12:00 Noon and between 12:30 p.m. and 4:30 p.m., the maximum allowable working day being 8 hours. The Contractor shall not perform any work at any Facility on any Saturday, Sunday or Holiday, unless DOC determines, in its sole discretion, that there is an emergency.
- (J) The Contractor shall ensure that all equipment not in use, is secure to prevent use by inmates.

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- (K) The Contractor shall supply to DOC a copy of all material safety data sheets for all products used in the process of construction, construction materials, and products brought onto the Facility.
- (L) All Contractors shall sign out at the Facility's security front desk prior to departure following completion of Performance.

(3) Rules Concerning Department of Correction Facilities

Contractors shall adhere to the Facilities rules ("Facilities Rules") described in this section. At the time that Contractors and Contractor Parties seek to enter a Facility, DOC staff will present to them a document setting forth the following Facilities Rules and extracts of the laws governing the introduction and control of contraband. Contractors and Contractors Parties shall read, understand and sign that document as a condition precedent to entering the Facility and as evidence that they understand the consequences imposed for violating these Facilities Rules:

(A) Restricted Areas

All persons except DOC personnel, upon entering the grounds are restricted to the immediate area of their work assignment. In order to go to other areas, Contractor personnel shall first obtain written permission from the supervisory correctional official in charge. Only persons having official business will be admitted to construction sites.

(B) Inmates

There may be times when inmates may be working adjacent to or in the same area as Contractor or Contractor Parties. All persons are prohibited from accepting or giving anything from and to an inmate. Inmates are accountable to DOC personnel only, no other person will have any conversation or dealings with inmates without the approval of the DOC supervisory official in charge.

(C) Vehicle Control

Any Contractor personnel entering upon the Facility shall remove the ignition keys of their vehicle and lock the vehicle when they leave it for any reason. Contractors shall ensure that all equipment in, on or around the vehicles is secured and inaccessible to anyone else while in the Facility.

(D) Contraband

Contractors shall not bring clothing or contraband into or onto the Facility's grounds or leave clothing or contraband in a vehicle located on the grounds of the Facility outside of an area designated by DOC personnel. Contraband is defined below and all persons are subject to these DOC Facilities Rules concerning contraband when on the Facility's grounds.

Contractor shall not introduce into or upon, take or send to or from, or attempt the same to or from, the grounds of the Facility anything whatsoever without the knowledge of the Facility supervisor.

"Contraband" means any tangible or intangible article whatsoever which DOC has not previously authorized and may include letters, stamps, tools, weapons, papers, floor implements, writing materials, messages (written and verbal), instruments and the like. Contractors shall discuss any

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questions regarding such matters with the Facility supervisor immediately upon those questions arising.

Cigarettes and Cell Phones are "contraband." Accordingly, Contractors shall leave them secured inside their locked vehicles in an area designated by DOC personnel.

Failure to comply with these Facilities Rules, in the sole determination of DOC, will result in the Contractor being removed from the Facility.

(4) State Laws Governing Unauthorized Conveyance, Possession or Use of Items, Weapons and Certain Devices

(A) Unauthorized conveyance of certain items brought into the Facility is governed by Conn. Gen. Stat. Sec. 53a-174, which provides as follows:

1. Any person not authorized by law who conveys or passes or causes to be conveyed or passed, into any correctional or humane institution or the grounds or buildings thereof, or to any inmate of such an institution who is outside the premises thereof and known to the person so conveying or passing or causing such convey or passing to be such an inmate, any controlled drug, as defined in section 21a-240, any intoxicating liquors, any firearm, weapon, dangerous instruments or explosives of any kind, any United States currency, or any rope, ladder or other instrument or device for use in making, attempting or aiding an escape, shall be guilty of a class D felony. [Penalty for a Class "D" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed five (5) years.]The unauthorized conveying, passing, or possessing of any rope or ladder or other instrument or device, adapted for use in making or aiding an escape, into any such institution or the grounds or building thereof, shall be presumptive evidence that it was so conveyed, passed or possessed for such use.
2. Any person not authorized by law who conveys into any such institution any letter or other missive which is intended for any person confined therein, or who conveys from within the enclosure to the outside of such institution any letter or other missive written or given by any person confined therein, shall be guilty of a class A misdemeanor. [Penalty for a Class "A" misdemeanor per Sec. 53a-36 subsection 1, the term is not to exceed one (1) year.]
3. Any person or visitor who enters or attempts to enter a correctional institution or Facility by using a misleading or false name or title shall be guilty of a class A misdemeanor.

(B) Possession of weapons or dangerous instruments in the Facility is governed by Conn. Gen. Stat. Sec.53a-174a, which provides as follows:

1. A person is guilty of possession of a weapon or dangerous instrument in a correctional institution when, being an inmate of such institution, he knowingly makes, conveys from place to place or has in his possession or under his control any firearm, weapon dangerous instrument, explosive, or any other substance or thing designed to kill, injure or disable.

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2. Possession of a weapon or dangerous instrument in a correctional institution is a class B felony. [Penalty for a Class "B" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed twenty (20) years.]
- (C) Conveyance or use of electronic or wireless communication devices in the Facility is governed by Conn. Gen. Stat. Sec. 53a-174b, which provides as follows:
1. A person is guilty of conveyance or use of an electronic wireless communication device in a correctional institution when such person, without authorization by the Commissioner of Correction or the commissioner's designee, (1) conveys or possesses with intent to convey an electronic wireless communication device to any inmate of a correctional institution while such inmate is in such institution, or (2) uses an electronic wireless communication device to take a photographic or digital image in a correctional institution.
 2. Conveyance or use of an electronic wireless communication device in a correctional institution is a Class A misdemeanor.
- g) Badging Requirements for the Connecticut Airport Authority, Bradley International Airport (the Airport)**
- (1) All Contractor employees must pass all standard security requirements (based on activity and location) and pass prescribed driver training before entering Bradley International Airport or engaging in any part of the Performance.
 - (2) Contractors shall not allow any of their employees to enter the Airport or undertake any part of the Performance unless the employees shall have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Airport. The security badge will be issued upon the successful completion of a ten year (10) criminal history records check, and Transportation Security Administration Security Threat Assessment and a training/testing program – all administered by Airport personnel. The cost per person is \$50. This charge is subject to change during the term of the Contract. Persons with felony convictions will be evaluated on an individual basis. The Client Agency may, at any time during the term of the Contract and in its sole discretion, modify the criminal history records check, training, testing program, security and badge requirements. The Contractor shall comply with all such modifications.
 - (3) The Contractor shall assign at least one individual, but no more than 3 individuals, to act as an Authorized Supervisor for the airport. Prior to starting Performance, Contractors shall direct the Authorized Supervisors to comply with all of the applicable terms and conditions of this Contract, including doing any and all things which the Authorized Supervisors deem to be necessary or appropriate to ensure full Performance.
 - (4) Client Agency shall deliver to the Contractors a copy of the applicable requirements of all federal and state regulations governing aviation security activities prior to Contractors starting

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Performance. Contractors shall comply fully with all of those requirements and regulations and shall ensure the same for all of their employees who will perform in any way.

- (5) The duties of the Authorized Supervisor are to:
- (A) read, understand and follow fully all of the requirements of all federal and state regulations governing aviation security activities;
 - (B) notify the security badging office or BDL Airport Operations **immediately** of all employee terminations and transfers in writing, which may include via e-mail.
 - (C) return to the security badging office or BDL Airport Operations a termination form with the terminated or transferred employee's security badge along with all other security-related items that had been issued to the employee, including, but not limited to, keys, gate cards and ramp stickers, no later than twenty-four (24) hours after the effective date of the termination or transfer. If the Authorized Supervisor fails to return timely the badge or other security related-item, the Authorized Supervisor shall submit a termination form no later than one (1) week after the effective date of the termination or transfer, along with a written explanation detailing the course of action that has been taken towards retrieving the outstanding item(s);
 - (D) limit the distribution of security related information only to persons with valid, Bradley International Airport security badges and as requested by the Airport Security Coordinator (ASC) or designated representative ;
 - (E) not presign badging applications and complete the entire Authorized Supervisor section of the badging application for all Contractors employees who will Perform under this Contract;
 - (F) report lost or stolen badges in writing immediately to the security badging office and/or Airport Operations on the standard lost/stolen security badge report.
- (6) Contractors shall ensure that the Authorized Supervisors read, understand and follow all of their prescribed such regulations and requirements. Accordingly, prior to starting Performance, and as a condition precedent to any of Contractors' employees being allowed to enter the Airport to Perform, Contractors shall deliver to the Client Agency a document signed by the Authorized Supervisors in the following form:

**BRADLEY INTERNATIONAL AIRPORT
AUTHORIZED SUPERVISOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF DUTIES**

I, _____, the undersigned, with regard to _____ activities at Bradley International Airport (BDL), accept the assignment as an Authorized Supervisor under a certain Contract between _____ and the State of Connecticut. I acknowledge and accept that as Authorized Supervisor under that Contract that my duties are to and I shall:

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way of limitation, \$100 per unreturned badges for any terminated or transferred employee and up to \$11,000 per occurrence for an individual employee's failure to comply with security regulations (including, by way of example, but not by way of limitation, failure to properly display security badge or failure to control access through a controlled access door with a proximity card reader). If Contractors fail to pay the fee or reimburse the Client Agency timely, the Client Agency may, in its sole discretion, demand, and the Contractors shall, return all of the security badges for all of the Contractors' employees. Consequently, DAS shall, at the Client Agency's request, terminate the Contract as to those Contractors. DAS and the Client Agency will take into account such Termination as an indication of Contractors' not being responsible in future leasing and contracting opportunities.

- (8) The Client Agency may suspend or terminate security privileges of individual employees pending investigation of any individual who is alleged to have violated any security regulations. Security privileges for the Contractor as an entity may also be suspended or terminated for failure to comply with all security regulations.