DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

Description of Goods and Services:

This Contract is for the purchase of a new fiberglass hull boat, with outboard motor(s) (the "Vessel") and fitted transport trailer and supporting services including warranties for the Department of Agriculture, Bureau of Aquaculture ("DOA"). The Vessel, outboard motor, and transport trailer must be supported and serviced by an authorized Connecticut dealer while under warranty. The Vessel must be capable of both near shore and offshore sampling in all weather conditions. The Vessel must be operable in as little as three (3) feet of water and will also be run offshore. The hull design must be capable in either scenario.

1. Authorized Dealer

The Contractor shall be an established, authorized distributor/ dealer of the Vessel and be capable of performing certified warranty repairs to the Vessel as required. The Contractor shall remain an authorized distributor/ dealer of the Vessel offered for the duration of the Contract. The Contractor shall immediately notify the Client Agency if Contractor's authorization or dealership is revoked, suspended or terminated. The Contractor shall stock commonly used parts. If the Contractor is the manufacturer, the Contractor shall provide information on the authorized Connecticut dealer(s) that service the Vessel on Attachment 2- Authorized Connecticut Dealer Information (for Service).

2. Minimum Specifications:

- **2.1 Hull** Eastern 27 Custom, Parker 2520XL or Steiger Craft 28 DV Miami or approved equal by the Client Agency.
 - 25'-28' Full Cabin Deep V Fiberglass Hull
 - 8'6" Minimum Beam
 - 20" Maximum Draft
 - Fully enclosed four season cabin positioned forward
 - Trim Tabs with Auto Retract
 - 150 Gallon or Larger Fuel Tank
 - Self Bailing Cockpit with Non-skid Deck
 - Full Transom with Transom Door, Extension/Swim Platform, and Boarding Ladder
 - Stainless Steel Bow Rail and Cabin Top and Side Rails
 - Hydraulic Steering with Stainless Steering Wheel
 - Vented Front Windows Port and Starboard
 - Sliding Side Windows Port and Starboard
 - Lockable Cabin Door that will also stay in the Full Open Position
 - All Stainless Deck Hardware
 - Fixed Cleats
 - Heavy Duty Rub Rail
 - Foredeck Anchor Locker, Bow Pulpit and Roller
 - Complete Electrical Accessory Panel(s) with Labeled Switches and Breakers
 - 3rd Person Seating/Storage in Cabin
 - Multi season bottom paint, barrier coat
 - Vinyl ID lettering. Lettering to be determined at time of purchase.

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2.2 Fitted Transport Trailer

- Fitted Transport Trailer to Vessel offered
- Hand winch and strap
- Lights and protective fenders
- Full size spare tire
- Swivel tongue jack
- Complete set of transom tie down straps

2.3 Outboard Motor

- Minimum three hundred (300) horse power single outboard with gauge package and controls or equivalent twin outboard configuration.
- Two (2) sets of ignition keys.
- Outboard motor diagnostic software and any required hookup cables/links for self-diagnosis.
- Dealer or government agency access to outboard manufacturer training and support.
- Availability of outboard motor replacement parts from local authorized dealer.

2.4 Other Equipment and Accessories

- Cabin heat with window defrost vents (Diesel or Electric Heat System). Twenty (20) gallon diesel fuel tank must be included for diesel cabin heater configurations.
- Cooler cabinet or mount. Cooler cabinet must accommodate a cooler with the following dimensions: 38" wide x 16" depth x 18" high. Refer to Attachment 1 Cooler Photo for pictures of the cooler used by the Client Agency.
- Safety and First aid package for eight (8) passengers (PFD's, Life Sling, First Aid Kit, as required by U.S.C.G.)
- Anchor, Windlass, three hundred (300) feet of anchor line
- Shore power with battery charger/inverter and multiple AC outlets
- Inverter that is capable of running multiple devices at once
- Windshield wipers port and starboard
- Compass
- Full Garmin electronics package to include twelve (12) inch or larger display, 4G Radar, GPS, depth sounder/ sonar with temperature and depth, VHF radio and antennae, black box, and all networking equipment for integrated operation of electronics package.
- Stereo with bluetooth connectivity
- LED navigation lights (International Rules)
- Remote LED spot light mounted on roof of cabin
- LED cabin lighting
- Rear deck lighting
- LED spreader lights
- Minimum two (2) in cabin twelve (12) volt charging sockets (1 port 1 starboard)

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- Horn
- Two (2) forward facing Captain's chairs with suspension seat pedestals and footrests
- Minimum two (2) bilge pumps with automatic and manual operation
- Marine electric flushing head with waste holding tank, macerator, and pump out
- Fresh water system
- Galley cabinet (in cabin) with sink and twelve (12) volt or dual volt refrigerator
- Port and starboard cup holders in cabin
- Small chart and paperwork cabinet with work surface in cabin.

3. <u>Delivery</u>

The Vessel must be fully constructed and ready for use at the time of delivery. The Contractor shall provide a sea trial of the Vessel at the time of delivery. A sea trial of the competed Vessel is required prior to the Client Agency taking possession.

4. Warranty

The Vessel must be warrantied against defects in material and workmanship including all parts and labor for a minimum of a ten (10) years or the manufacturer's standard warranty, whichever is greater. The manufacturer's standard warranty must apply to the outboard motor, trailer, parts and other equipment on the Vessel. All warranties must commence after the Vessel completes a sea trail and is accepted by the Client Agency. The Contractor shall provide all required warranty documentation for the Vessel, outboard motor, fitted transport trailer, parts and other equipment. Warranty documentation must include all serial numbers, the hull identification number and certificate of origin. The Contractor shall make repairs and provide replacement of faulty units, assemblies or parts as necessary during the warranty period. All warranty work done and any parts needed related to the work must be performed or provided solely at Contractor's cost. Warranty services and parts must be available within seventy-two (72) hours after notification.

Manufacturer's authorized local Connecticut dealer shall perform all warranty service for the Vessel, outboard motor, the fitted transport trailer and other equipment. The Contractor shall be responsible for all aspects of warranty administration and shall ensure that service is performed according to warranty procedures.

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)

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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.

(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.