

**EXHIBIT A**

**DESCRIPTION OF GOODS AND SERVICES FOR  
Rental of Various Types of Equipment Without Operators for the Department of  
Transportation**

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**I. SCOPE**

This Contract is for the rental of various types of equipment to be operated by State employees.

**II. EQUIPMENT REGULATIONS**

- A. Equipment or vehicles shall be equipped with all required devices.
- B. Equipment shall be in compliance with all applicable Federal, State of Connecticut and Municipal regulations.

**III. Delivery/Pick-up/Return**

- A. The Client Agency shall pick up and return all equipment for line items 1 – 12.
- B. The Contractor shall deliver and pickup equipment for line Items 13 – 27 to the job site as required by the Client Agency.

**IV. EQUIPMENT INSPECTION**

- A. Equipment shall be in good operating condition and available for inspection by the Client Agency at a location within the State of Connecticut, prior to the issuance of a purchase order.
- B. Contractor's equipment unavailable for inspection or having equipment determined unable to perform the specified work shall be informed, and the Client Agency shall contact the next low Contractor offering the equipment or services required.

**V. CONNECTICUT REGISTRATION REQUIREMENTS**

- A. Under Connecticut law, a commercial vehicle used by the Contractor in connection with work under this Contract may be subject to Connecticut registration requirements.
- B. Connecticut General Statutes (CGS) Section 14-12a requires such registration for any vehicle which is most frequently garaged in the State, or most frequently leaves from, and returns to one or more points within this State in the normal course of operations.
- C. In addition, a vehicle shall obtain Connecticut registration if it continuously receives and discharges cargo within the State.
- D. Contractor shall comply with all applicable provisions and regulations of Title 14.

**VI. CONTACTING A CONTRACTOR**

- A. The Client Agency shall allow a period of two (2) consecutive days or forty-eight (48) hours, Saturday and Sunday excluded, for the Contractor to respond. If the Contractor fails to respond within the allotted timeframe, the Client Agency shall contact the next Contractor.
- B. The availability of a Contractor to start work when requested, normally within five (5) working days, shall be considered when selecting the "lowest available qualified Contractor".
- C. The availability of any additional required equipment will also be considered.

**VII. STANDARDS**

Contractor shall comply with current Connecticut Occupational Safety and Health standards, (OSHA) Volume I, General Industry Standards, Volume II, Construction Safety and Health Regulations.

**VIII. GEOGRAPHICAL LIMITS**

The geographical limits of each District are outlined on the enclosed State map. **Reference Exhibit D –District Map.**

**IX. MAINTENANCE OF EQUIPMENT**

The Contractor shall provide all maintenance of equipment.

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**X. FUELING OF EQUIPMENT**

The Contractor shall initially provide the equipment full of fuel and oil, thereafter ConnDOT shall fuel equipment.

**XI. CONTRACT SEPARATELY / ADDITIONAL SAVINGS OPPORTUNITIES**

The State reserves the right to either seek additional discounts from the Contractor(s) or to Contract separately for a single purchase, if in the judgment of DAS/Procurement Services, the quantity required is sufficiently large, to enable the State to realize a cost savings, over and above the published Contract prices, whether or not such a savings actually occurs.

**XII. EMERGENCY STANDBY FOR GOODS AND/OR SERVICES**

- A. In the event of a declared emergency or natural disaster within the State of Connecticut, not resulting from inadequate inventory or contract expiration, but which are expected to be temporary in nature, DAS and/or the Client Agency reserves the right to request the goods and/or services called for in this contract from the Contractor.
- B. The Contractor shall make best effort to provide goods and/or services at the time and in the manner specified by DAS and/or the Client Agency.
- C. From the time a request for goods and/or services is made the contractor shall acknowledge the request within two (2) hours.
- D. If the Contractor is unable to respond or provide the goods and/or services requested, DAS and/or the Client Agency reserves the right to procure said good and/or services from another source.
- E. Contractors called upon to perform under emergency circumstances shall supply goods and/or services in a timely manner such that time is of the essence.
- F. Contractors shall offer the DAS and/or Client Agency first priority for goods and/or services, which are unknown at this time, but which may be required during an actual emergency, from its regular sources of supply at the rates set forth in Exhibit B of this Contract.

**XIII. P-CARD (PURCHASING CREDIT CARD)**

- A. Purchases for all state agencies that are less than \$1,000 shall 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.
- B. Contractor shall be equipped to receive orders issued from this Contract using the purchasing card. The Contractor shall be responsible for the credit card user-handling fee associated with credit card purchases. The Contractor shall only charge to the State's MasterCard upon delivery of goods or rendering of services.
- C. The Contractor shall capture and provide to their Merchant Bank, Level 3 reporting at the line item level for all orders placed by State purchasing cards.
- D. Questions regarding the state of Connecticut MasterCard Program should be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at (860)713-5072.