

**13PSX0133 Exhibit A2**  
**Additional Terms and Conditions**

**I. DELIVERY TRUCKS**

The Contractor shall ensure that the dispensing meter equipment located on its delivery vehicles is at all times in compliance with all applicable Connecticut Department of Consumer Protection regulations.

**II. OVERFILLED STORAGE TANKS**

Tank Monitoring Units (TMU) monitor the amount of fuel that a tank can hold. The Client Agencies order fuel based on a tank capacity of 90%. The Contractor will be responsible for any and all damages incurred to the TMU, cleanup of the area and proper removal of cleanup products utilized to address the overfill.

In the event a spill occurs during normal working hours, the Contractor shall notify the Client Agency representative and immediately report the incident to the Connecticut Department of Energy and Environmental Protection Spill Incident Field Operations Department at 860-424-3377.

In the event a spill occurs after the Client Agency's normal working hours, the Contractor shall immediately report the incident to the closest Connecticut State Police Troop location at 860-424-3338 or dial 911.

**III. DEMURRAGE**

Client Agency will pay demurrage charges for time delays in excess of one (1) hour caused by the receiving Client Agency. An authorized Client Agency representative will document all demurrage charges, noting the reason for the delay and the length of time of the delay. In the event no one is at the Client Agency fueling site, the Contractor shall immediately notify the DOT control unit at 860-594-2263 or 860-594-2264.

Other than in the case of delivery time delays at the Client Agency fueling site as described in the preceding paragraph, demurrage will not be applicable.

**IV. SAMPLES & TESTING**

The Client Agency reserves the right to take samples and request lab analysis of any B20 at any time in order to determine product suitability and to confirm the product's compliance with the specifications required by the Contract.

Such tests may include but not be limited to flash point, water and sediment, cloud point, acid number, oxidation stability and Bio Diesel content. An authorized Client Agency representative will oversee the collecting of the sample. The Client Agency will provide sample containers.

The Client Agency shall have the sample(s) tested at an independent laboratory of its choice and shall assume the cost of the testing if the product quality meets or exceeds the specifications required by the Contract. If the product quality does not comply with the specifications, the Contractor will be responsible for the requirements set forth in Paragraph **IV**, below.

## V. PRODUCT COMPLIANCE

In the event B20 fuel is tested by an independent laboratory and the product does not comply with the specifications required by the Contract, the Contractor shall pay (or reimburse the State for) all costs incurred for the product testing, the product removal, the cleaning of any storage tanks, the proper disposal of the product, and the replacement of the unsuitable B20 fuel. The Contractor shall also be responsible for any damages and losses to any equipment that has been fueled with the unsuitable B20 fuel. The Client Agency may purchase B20 fuel from other sources during the term of this Contract if it determines that action to be in the best interest of the State.

## VI. QUANTITIES

The Client Agency may implement additional B20 fueling facilities requiring deliveries of B20 Bio Diesel during the term of this Contract. The Client Agency reserves the right to re-direct portions of the B20 the Contractor is obligated to deliver under the Contract to those locations.

## VII. REPORTING:

The Contractor shall work with the Client Agency regarding Alternative fuel Vehicles (AFV) reports and credits based on the amount of B20 Bio Diesel purchased in accordance with United States Environmental Protection Agency regulations. This will include, but not be limited to providing written confirmation and completion of required forms showing proof of purchase of an alternative fuel.

The Contractor shall provide a monthly report to DAS throughout the term of the Contract, setting forth all quantities of B20 delivered to the Client Agency for that month and any other information DAS may from time to time request. This report shall be sent to Paul Greco, DAS Contract Specialist at [paul.greco@ct.gov](mailto:paul.greco@ct.gov)

## VIII. PAYMENTS

Payment for B20 fuel delivered to the Client Agency will be based on the gallons noted on the metered printed delivery ticket to be provided by the Contractor as a part of each delivery.

The Contractor shall mail invoices associated with DOT deliveries to:

State of Connecticut  
Department of Transportation  
Fuels Control Unit  
2800 Berlin Turnpike  
Newington, CT 06131

Payment questions, issues or concerns should be directed to the DOT Fuels Control Unit by calling 860-594-2263 or 860-594-2264, Monday through Friday 7:30 A.M. to 3:30 P.M.