

EXHIBIT A.2

**ADDITIONAL TERMS AND CONDITIONS FOR Locks, Lock Parts and Keys for Dept.
of Transportation, All Using Agencies and Political Subdivisions**

Mandatory Extension to State Entities

Bidders are required to offer and extend this contract (including pricing, terms and conditions) to Political Sub-Divisions of the State (Towns and Municipalities), Schools, and Not-For-Profit Organizations.

When a Political Sub-Division, School, and/or Not-For-Profit Organization utilize this contract, all references to the "State" are hereby replaced with the Name of the Using Sub-Division, School, or the name of the Not-For-Profit Organization.

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.

Emergency Standby for Goods and/or Services

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. 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. From the time a request for goods and/or services is made the contractor shall acknowledge the request within two (2) hours. 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. 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.

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.

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P-Card (Purchasing Credit Card)

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.

Contractor shall be equipped to receive orders issued from the Contract that results from this ITB using the MasterCard. The Contractor shall be responsible for the credit card user-handling fee associated with credit card purchases. The Contractor shall charge to the State's MasterCard only upon delivery of goods or rendering of services.

The Contractor shall capture and provide to their merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.

Questions regarding the state of Connecticut MasterCard Program should be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at (860)713-5072.

E-Commerce (Electronic Commerce)

The State utilizes an internet-based E-Procurement ordering system, known as Core-CT. Awarded contractors will receive purchase orders from the State through the Core-CT System and shall provide electronic invoicing to be loaded into the Core-CT System.

Contractors shall provide the State with functional data files that include specific formats for product and pricing information to be loaded into the Core-CT system, or enable electronic access/interface to the Contractor's catalog (either through a punch-out catalog or a third-party hosted catalog). In the event third-party hosted catalog is used, the Contractor shall invoice the State for the awarded products at the contracted prices. By providing a punch-out catalog solution, the Contractor shall provide its own online catalog of the State's offerings. By providing a third-party hosted catalog, the Contractor shall provide a list of its products/pricing in an electronic data file to a third-party provider which hosts multiple catalogs for the State.

Upon contract award, the Contractor shall provide the State with a functional data file that will then be loaded into a catalog in Core-CT for Client Agency ordering purposes. The Core-CT Catalog will be maintained in Core-CT by State personnel or through a third-party acting on the State's behalf. Contractors shall provide functional data files within ten (10) business days from the date of contract award notification. Failure to provide functional data files within the time allotted will constitute breach of the contract. Detailed information on the functional data file requirements and Core-CT is available at www.das.ct.gov/SupplierKitCoreCT.

When the Contractor is required to provide the State with a punch-out or third-party hosted catalog, the Contractor shall cooperate with the State to create a project plan, project schedule and methodology of operation to enable and maintain the integration of the Contractors statewide contract offerings within a timeframe that is mutually agreeable to the State and the Contractor.

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The State will determine which of the catalog structures (either punch-out or hosted) must be provided by the Contractor. The State may utilize a third-party provider to coordinate this integration on behalf of the State.

Contractor's functional data files or catalogs must contain the most current pricing, as well as the most up-to-date product offerings that the Contractor is authorized to provide in accordance with the Contract. During the term of the contract, functional data file updates and/or catalog updates must be provided in a timely manner. Frequency of these updates are outlined in the pricing specification section of the Contract. Additional information on functional data file updates is available in the "Supplier Kit" found at www.das.ct.gov/SupplierKitCoreCT. State approved price adjustments are not effective until implemented within the Core-CT catalog, punch-out catalog or third-party hosted catalog and a Contract Supplement is issued by the State.

Existing pricing/product information will remain in effect until a functional data file or catalog is received, approved, loaded and a contract supplement is issued by the State.

A. Contract Award

1. Upon contract award, contractors will be notified that a functional data file is needed.
2. Contractors shall provide functional data files within ten (10) business days from the date of notification.
3. Failure to provide functional data files within the time allotted will constitute a breach of contract.

B. Data Updates

1. During the term of the contract, data file updates (price changes, product changes) must be provided in the format specified.
2. Frequency of data file updates is outlined in the pricing specifications section of this bid/RFP document). Additional information on data updates is available in the supplier kit found at: <http://das.ct.gov/SupplierKitCoreCT>.
3. Existing pricing/product information will remain in effect until a functional data update is received and a contract supplement is issued.

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DELIVERY: Materials offered under this contract shall be delivered to any State of Connecticut facility as so designated on the purchase order at the time of issuance.

On Medeco cut key orders designated as "EMERGENCY", cut keys must be received within two (2) days of order. Failure to deliver keys within two (2) days will result in a five 5% deduction from the vendor's invoice for each day delayed in shipping. The bidding vendor must physically originate at their location all Medeco cut keys supplied under this contract. All deliveries except emergency cut keys must be within 60 days. All materials shall be shipped at no charge to the State of Connecticut.

PRICE DECREASES: Price decreases will become effective immediately on the date specified in the manufacturer's printed notice of change. The vendor shall bill the State at the reduced price on all deliveries made on or after the date of the manufacturer's price reduction. The Vendor also shall promptly provide the DAS/Procurement Services with a letter of notice concerning the change.

SHIPMENTS: All orders shall be received with an itemized packing list denoting all contents, purchase order number, and vendor invoice number.

PACKING: All items shall be packed in accordance with prevailing commercial practices in such a manner as to ensure delivery in new condition.

PRICE/PARTS BOOKS: The awarded vendor will be required to supply the Client Agency with four (4) each of the following within two (2) weeks after date of award:

- Medeco List Price Book
- Medeco Parts Price List
- Best List Price Book

List Price/Parts Books can be forward to:

State of Connecticut
Department of Transportation
2800 Berlin Turnpike
Newington, CT 06111
Attn: David Hartley

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PURCHASE ORDERS: Questions concerning purchase orders are to be directed to ConnDOT's Processing Unit at 860-594-2070.

INVOICES AND PAYMENTS: ConnDOT's Accounts Payable Unit through the Comptroller's Office will issue Payments. Payment and invoicing inquiries should be directed to ConnDOT's Accounts Payable Unit at 860-594-2305.

All invoices must include:

1. Contractor F.E.I.N.
2. Complete Contractor name and billing address.
3. Project number, if applicable.
4. Invoice number and date.
5. Purchase order number.
6. Itemized description of services and/or material supplied.
7. Adjustments, if applicable.
8. Quantity, unit, unit price, and extended amount.
9. Ticket numbers corresponding to each invoice must be listed or attached to the company invoice as a separate sheet, if applicable.
10. Work periods and traffic control prices must be itemized, if applicable.

For prompt payment processing, please mail invoices to the following address:

State of Connecticut
Department of Transportation
Bureau of Finance and Administration
Attn: Accounts Payable SW1A
P.O. Box 317546
Newington, CT 06131-7546

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