

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. DESCRIPTION OF GOODS AND SERVICES:

(a) Service Description

The Contractor shall supply the Client Agency with towing, roadside services, and storage of vehicles for various geographical areas in the State for Client Agency owned vehicles. The Contractor shall be able to arrive at the vehicle in need of assistance within 30 minutes after receiving a dispatch call from the Client Agency.

(b) Pricing Structure

The Contractor shall provide a base rate charge to the Client Agency for towing and transporting Client Agency vehicles. The base rate charge will include the following;

- i. Mileage from Contractor dispatch or closest available recovery vehicle to the disabled Client Agency vehicle
- ii. All services and equipment necessary to prepare and secure the Client Agency vehicle for tow or transport, including the removal, installation, and securing of loose parts when necessary
- iii. General clean-up of the scene as necessary to comply with all applicable laws and regulations

Contractor shall charge a separate per-mile rate for actual towing and transportation. The per-mile rate will be based on one-way mileage coverage while towing or transporting vehicles to their ultimate destination.

(c) Roadside Service Calls

For roadside service calls Contractor shall charge a flat rate which applies to the performance of each of the following services;

- i. Diagnosis, correction of failure
- ii. Change/Repair one wheel/tire
- iii. Open locked vehicle (without keys)
- iv. Fuel Dispensing
- v. Battery boost/jump

Contractor is allowed to charge a per-mile rate charge on top of the flat rate charge for roadside Service. The per-mile rate charge may be assessed for the one-way mileage distance from the Contractor's dispatch or closest available recovery vehicle (whichever is less) to the disabled Client Agency vehicle.

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(d) Additional Services

Contractor is allowed to charge in 30 minute increments for additional service. Additional services may include winching, up righting overturned vehicle, dolly usage, disconnection of drive shaft, special use of tools, cutting torches, air compressors and other equipment not generally required for transporting or towing services. Contractor may also charge for additional services for additional manpower, wrecker, and/or providing more than one service from those described under (d) roadside service calls.

(e) Storage Charges

Storage charges will be based on the per day rates included in Exhibit B. One day is defined as 24 hours. Vehicle storage may be inside or outside in a secure facility.

(f) Phone Dispatch

Contractor shall provide coverage for telephone dispatching service 24-hours per day, 7-days per week, 365-days a year to receive towing calls from the Client Agency.

(g) Towing Criteria

Contractor shall provide all towing vehicles, tools, necessary equipment, safety devices, and skilled licensed personnel to perform all Services required by this Contract. Contractor shall be responsible for executing good engineering and safety practices in all towing and related services performed for this Contract. Contractor shall employ only such workers as are skilled/licensed in the tasks to which they are assigned. The Client Agency reserves the right to require the Contractor to reassign any employee it deems incompetent, careless, insubordinate, or otherwise objectionable to work under this Contract. All Contractor's employees must carry any applicable license and photo identification clearly identifying them as properly licensed or otherwise qualified employees of the Contractor.

(h) Holiday Towing

The Contractor shall provide towing and related services 24-hours per day, 7-days per week, 365-days per year regardless of any federal or State holidays.

(i) Contractor Response

Contractor shall arrive with towing vehicle(s) and necessary equipment at the requested service-site within 30 minutes after a call for Service has been placed by the Client Agency. In the event Contractor fails to report to the designated site(s) within 30 minutes, the Client Agency may contact another towing Contractor to handle the tow. The original call will be cancelled and Contractor shall not be compensated for the cancellation. If, in rare isolated instances, Contractor cannot respond on site to a call within the 30 minutes allotted, the Contractor shall advise Client Agency of an ETA (Estimated Time

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of Arrival) before the original 30 minutes expires and the Client Agency will determine if the additional wait time is acceptable, or cancel the call and contact another towing Contractor.

(j) Maintaining Records

Contractor shall keep and maintain records stating the following;

- i. The registration number of each motor vehicle towed or transported
- ii. The date and time each tow commenced and was completed
- iii. The location from which the disabled motor vehicle was towed and the destination of such tow
- iv. Total mileage traveled during the tow of the vehicle
- v. A description of all Services rendered for each call
- vi. The charge for tow service and any other charges incurred for services related to such tow
- vii. The name and Client Agency address of the person requesting tow service
- viii. Any other information deemed necessary

Such records will be retained at the place of business of the wrecker service for the period of the Contract.

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 B, whether or not such a savings actually occurs.

(b) 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.

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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

Subcontracting is not allowed under this Contract.

(d) Security and/or Property Entrance Policies and Procedures

Contractor shall adhere to established security and/or property entrance policies and procedures 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.