

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. DESCRIPTION OF GOODS AND SERVICES:

(a) General:

This Contract covers the requirements for inspection, testing and repairs of lightning protection components to include roof system and grounding; grounding and other grounded systems; and underground pipe systems (together, "Lightning Protection Systems" and "Lightning Protection Services") and for the purchase of equipment or parts needed to insure that the Lightning Protection System is in compliance with code requirements listed in Section 2(a) of this Exhibit A.

Contractor shall provide tools and equipment necessary to perform Services listed within this Contract, to include lift equipment (with a 125 feet minimum reach) for gaining access to equipment not readily accessible. Contractor may invoice the Client Agency for the cost of the lift equipment and charge a surcharge for scheduling and coordinating the rental of the lift equipment per the rates listed in Exhibit B. A copy of the rental lift equipment invoice must be provided to the Client Agency with the Contractor's regular invoice. Contractor is not permitted to use Client Agency's tools and equipment.

Contractor's personnel providing service under this Contract shall maintain a current and valid Lightning Protection Institute (LPI) Master Designer certification.

(b) Requirements for Inspection, Testing, Maintenance and Repairs

(1) General:

Contractor shall provide inspection and testing of the Lightning Protection Systems per Section 2(a) of this Exhibit A.

Client Agency shall retain the option of having Client Agency personnel present at any inspection, testing, maintenance or repair visit.

Contractor's personnel shall sign in with Client Agency designee prior to performing any service and sign out with the Client Agency designee upon completion of any service.

Maintenance and repairs will be completed on a time and materials basis per the rates listed in Exhibit B. All repairs shall be preapproved, in writing, by the Client Agency.

There may be instances where the Client Agency may perform maintenance and/or repairs in house and order only parts from the Contractor.

Contractor shall perform the following services for testing and inspection, but not be limited to:

- An annual visual inspection. Contractor shall provide a visual inspection to ensure the system is in good repair.

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- An annual visual inspection and a continuity inspection every two years. Contractor shall provide an annual visual inspection and continuity testing every two years between all lightning protection components; roof system and grounding; grounding and other grounded systems and underground pipe systems. Contractor shall provide resistance testing between electrode systems and the earth.

Client Agency shall keep all inspection and maintenance/repair reports as a permanent record for all inspection, testing, maintenance and repairs that were performed at each of the Client Agency's locations.

(2) Military Department:

The following Military Department locations require Service under this Contract.

Bradley Air National Guard Base (BDL)
100 Nicholson Road
East Granby, CT 06026
Buildings: #22, #25, #27, #28, #31, #32, #78, #10001 and RMAG
Ten (10) light poles approximate height of 100 feet
Contact Person: Normand Paul
Contact Person Information: normand.paul.nfg@mail.mil or 860-292-2747

Orange Air National Guard Base (ACS)
206 Boston Post Road
Orange, CT 06477
Buildings: #18, #19, #20, #21 and #22
Contact Person: Normand Paul
Contact Person Information: normand.paul.nfg@mail.mil or 860-292-2747

(c) Required Inspection and Testing, Maintenance and Repair Reports

Upon request, the Contractor shall provide additional copies of any inspection and maintenance/repair report to the Client Agency at no additional charge to the Client Agency.

(1) Inspection Reports

Contractor shall provide an inspection report to the Client Agency within ten (10) days after completion of the inspection and testing. The inspection report will provide all information required to be in compliance with all applicable codes and recommendations outlined in Section 2(a) of this Exhibit A. The inspection report must include all information listed in appropriate National Fire Protection Association (NFPA) inspection and testing report. Contractor shall include the following information in the inspection and testing report, but not be limited to:

- A detailed listing of all the equipment that was tested and inspected.
- The test and inspection results.

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- List the deficiencies found for each piece of equipment and provide an itemized quote estimate for each piece of equipment requiring repair or replacement in accordance with the rates provided in Exhibit B, if applicable.
- A map indicating where all air terminals and test point locations for each building are located.

The inspection report must be signed (printed and signed legibly) by the Contractor's LPI Master Designer.

(2) Maintenance and Repair Service Report

Contractor shall provide a copy of the maintenance and repair service report at each location upon completion of any maintenance and repairs performed.

Contractor shall provide a service report including but not be limited to, the following information for each request for Service:

- Date and time notified
- Date and time of arrival
- Service location
- Client Agency contact person and telephone number
- Contractor's name, business address, and telephone number and LPI certified Master Designer's name.
- Description of malfunction reported
- Diagnosis of failure and work performed
- Date and time failure was corrected
- Supply manufacturer and manufacturer's part number for all parts replaced
- Charges for the service, if applicable
- Departure time

The service report shall be signed (name printed and signed legibly) by the Client Agency representative and by the Contractor's LPI Master Designer.

(d) Purchase and Installation of Equipment and/or Parts

Client Agency may upgrade, add, modify or replace any equipment and/or repair parts to their Lightning Protection System at any time during the term of the Contract. The Client Agency may utilize this Contract to install a new Lightning Protection System to any location where there is not already an existing Lightning Protection System.

The Contractor shall be responsible for the removal and disposal of existing equipment when applicable, unless stated otherwise in writing by the Client Agency. If the Client Agency requests that the removed equipment be turned over the Client Agency, the Contractor shall comply. The Contractor shall be responsible for a turnkey operation in the installation of any equipment.

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Contractor shall be responsible for all repairs made necessary by installation or removal of equipment such as plaster and dry wall restoration or any other type of construction material, and painting required to properly patch and repair removed equipment or damaged areas from the removal or installation of the equipment.

2. ADDITIONAL TERMS AND CONDITIONS:

(a) Applicable Codes and Recommendations

When applicable, all Lightning Protection Systems Services under this Contract will be performed in strict accordance with, but are not limited to, the latest revisions of the National Fire Protection Association (NFPA) Codes 780 (as well as any other NFPA codes that may apply), Connecticut Fire Safety Codes, Connecticut Fire Prevention Code, Connecticut State Building Code, International Building Codes, International Mechanical Code and International Existing Building Code, as required and accepted by the State Fire Marshall; National Electrical Code; Underwriters Laboratories 96 and 96A; manufacturer recommendations and/or requirements; as well as any other applicable Occupational Safety and Health Administration, Federal and Connecticut Regulations/Statutes/Codes and any other industry standards.

If any of the above codes and recommendations change and have an impact on the Contract, a Contract Supplement may be issued to reflect these changes at any time during the term of the Contract. Contractor shall comply with all amendments or other changes made to applicable codes regardless of the issuance of a Contract Supplement.

(b) Lightning Protection System License Requirements

During the installation of any lightning rod system or any other system, where there is a point bonding any wiring systems to a Lightning Protection System's final connection shall be performed by a properly licensed person as required in Chapter 393 of the Connecticut General Statutes, as applicable.

For Residential applications:

Pursuant to Chapter 400 of the Connecticut General Statutes, any Contractor that installs lightning rod systems on existing homes shall be registered as a Home Improvement Contractor.

(c) Vetting Procedures for Bradley and Orange Air National Guard Bases

In order to gain access to Bradley and Orange Air National Guard Bases, the following vetting procedures must be adhered to or admittance will not be allowed at these two locations. Contractor's personnel shall complete a vetting form prior to entering either of these two facilities.

The vetting procedures are as follows:

1. Complete SF Form 1 (refer to Exhibit D for form and sample form)
 - Form must be typed and completed in its entirety. Social security number and all areas highlighted on the form must be filled in. Handwritten forms will not be accepted.
 - Form must be printed to allow for a wet signature.

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2. Once the form has been signed and scanned, email the form to normand.paul.nfg@mail.mil. Make sure to include the word VETTING in the subject line so the application is expedited to the appropriate mailbox. A minimum of 3 days is required to process all vetting requests.

Contact Normand Paul at 860-292-2747 with all vetting inquiries for Bradley and Orange Air National Guard bases.

Badges are processed only at Bradley Air National Guard Base. Badging hours at Bradley Air National Guard Base are:

Monday (every other), Wednesday and Friday:	0730 – 0830
Tuesday and Thursday:	0730 - 0930

(d) Subcontracting

No subcontracting is allowed under this Contract.

(e) Labor Rates

Labor rates are to be considered straight time costs for work accomplished during normal working hours. All services will be performed during the normal work day. Any emergency or other scheduled services performed at any other time will be executed only with prior written approval from the Client Agency.

Labor rate hours are listed as follows:

Normal Work Day: 7:00 am through 3:30 pm, Monday through Friday.

Continued Service Beyond Normal Work Day: This is for repairs that extend beyond the normal working hours.

(f) Additional Fees

Contractor shall not charge any additional fees including but not limited to, equipment rental, truck charges, fuel surcharges, travel time, travel costs, trip charges, mileage charges, portal-to-portal rates, parking fees, ancillary fees and costs including permits, licenses, insurance, and other expenses not listed within the Contract.

(g) Warranty

Warranty period of the new equipment will begin immediately after installation, testing and Client Agency's acceptance. The warranty period will be for a minimum period of one (1) year or according to the manufacturer's standard warranty, whichever is longer. All equipment will conform to the specifications, performance standards and descriptions in the documentation, so as to provide use of the equipment in accordance with such documentation without significant functional downtime to the

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Client Agency's ongoing business operations during the warranty term. If, during this period, such faults develop, the piece of equipment that is affected will be replaced by Contractor at no additional charge to the Client Agency.

The warranty will provide the full cost to replace the defective item including, but not limited to, any labor, packing and shipping required to replace the defective item.

(h) Add/Remove a Location to the Contract

(1) Add a location to the Contract:

During the term of the Contract, any additional Military Department location, State agency, political subdivision and not-for-profit organization may utilize this Contract per Section 2(l) of this Exhibit A.

If a Client Agency requires Lightning Protection Systems Services and/or the purchase of a Lightning Protection System, the Client Agency shall solicit quotes directly from the Contractor listed on this Contract. The Client Agency shall schedule a site inspection/walk through of the location prior to the Contractor submitting their quote to the Client Agency. During the site inspection/walk through, the Client Agency shall provide the Contractor with a copy of the equipment list. Contractor shall verify and update the equipment list, as necessary, during the site inspection/walk through.

After the site inspection/walk through, the Contractor shall provide the Client Agency:

- With a quote for testing and inspection of the Lightning Protection System and an equipment list of the Lightning Protection System and/or
- With a written, detailed and itemized estimate for the installation of equipment or parts to any new or existing Lightning Protection System.

Client Agency shall email a request to Linda LoSchiavo at linda.loschiavo@ct.gov with all the information listed above after Client Agency has an agreement with the Contractor to start service. Once the information has been received and approved by DAS, a Contract Supplement will be issued to add the location to the Contract, as applicable.

(2) Remove a location from the Contract:

If a Client Agency no longer requires services at a location, the Client Agency shall email Linda LoSchiavo at linda.loschiavo@ct.gov that services are no longer required and provide the name and address of the location and effective date when services are no longer needed. Once information has been received, a Contract Supplement will be issued to remove the location from the Contract, as applicable.

(i) Add/Delete a Service from the Contract:

If a Client Agency needs a specific Service added to the Contract, the Client Agency shall submit the request in writing to Linda LoSchiavo at linda.loschiavo@ct.gov. DAS shall then request a price for the service from the Contractor(s) listed within the Contract. After DAS reviews the information and the

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Service is approved by DAS, a Contract Supplement will be issued adding the Service to the Contract, as applicable.

If a specific service listed within this Contract requires removal from the Contract, the Contractor shall email Linda LoSchiavo at linda.loschiavo@ct.gov with information regarding the service requiring removal. After the information is received and the Service is approved for removal by DAS, a Contract Supplement will be issued to remove the service from the Contract, as applicable.

(j) Reporting:

Upon request, the Contractor shall submit the following report, within 30 days of request, in electronic format (i.e., Microsoft Excel) to Linda LoSchiavo at linda.loschiavo@ct.gov at no charge. The report must indicate the name and address of the Contractor, Contract number, and period covered by report. The report must be broken down for each agency's location(s) and must include, at a minimum, the following fields:

Report for Client Agency's System/Equipment List:

- Location: Client Agency name and address
- List of equipment and location of equipment at the Client Agency's location.
- Quantity of each piece of equipment.

(k) 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.

(l) Mandatory Extension to State Entities

Contractor shall offer and extend the Contract (including pricing, terms and conditions) to any State agency, political sub-Divisions of the State (towns and municipalities), schools, and not-for-profit organizations.

(m) 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.

(n) 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.

(o) Department of Correction Requirements for Contractors who Perform at a Correctional Facility

(1) Facility Admittance

- (A) Contractors shall not allow any of their employees to enter the grounds of or any structures in any Department of Correction ("DOC") facility ("Facility") or undertake any part of the Performance unless the employees shall have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Facility.
- (B) Contractor employees who seek admittance to a DOC Facility must first undergo a background check to confirm their eligibility to be admitted into the DOC Facility. Accordingly, Contractors must obtain from the DOC a form for each such employee and complete and submit that form to DOC at least 10 business days prior to the date that the employee is scheduled to arrive at the DOC Facility for the Performance. Information on the form includes the following:
 - 1. Name
 - 2. Date of Birth
 - 3. Social Security Number
 - 4. Driver's License Number
 - 5. Physical Characteristics (such as age, height, weight, etc.)

(2) Official Working Rules

Contractors shall adhere to the following Official Working Rules of the DOC:

- (A) All Contractors shall report to the Facility's security front desk for sign-in, regardless of work location, immediately upon arrival at the Facility.
- (B) All Contractor personnel shall work under the observation of an assigned correctional officer or supervisor, who will provide escort for the duration of the work.
- (C) No verbal or personal contact with any inmates.

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- (D) Equipment will be checked daily and, when not in use, locked in a secure place as the Facility officials may direct.
- (E) Hacksaws, blades and files will remain in the custody of the officer assigned, except when actually being used.
- (F) The correctional officials may refuse admittance to any Contractor personnel for any cause the correctional officials deem to be sufficient.
- (G) In the event of any emergency, all Contractor personnel will be escorted outside the Facility by correctional officials.
- (H) Contractors shall address all questions pertaining to interruptions of service or to safety of the Facility to the appropriate correctional official.
- (I) Work at the Facility shall be carried on during the time between 8:00 a.m. and 12:00 Noon and between 12:30 p.m. and 4:30 p.m., the maximum allowable working day being 8 hours. The Contractor shall not Perform any work at any Facility on any Saturday, Sunday or Holiday, unless DOC determines, in its sole discretion, that there is an emergency.
- (J) The Contractor shall ensure that when all equipment is not in use, it will be unusable or be supervised to prevent use by inmates.
- (K) The Contractor shall supply to DOC a copy of all material safety data sheets for all products used in the process of construction, construction materials, and products brought onto the Facility.
- (L) All Contractors shall sign out at the Facility's security front desk prior to departure following completion of any work.

(3) Rules Concerning Department of Correction Facilities

Contractors shall adhere to the Facilities rules ("Facilities Rules") described in this section. At the time that Contractors and Contractor Parties seek to enter a Facility, DOC staff will present to them a document setting forth the following Facilities Rules and extracts of the laws governing the introduction and control of contraband. Contractors and Contractors Parties must read, understand and sign that document as a condition precedent to entering the Facility and as evidence that they understand the consequences imposed for violating these Facilities Rules:

(A) Restricted Areas

All persons except DOC personnel, upon entering the grounds are restricted to the immediate area of their work assignment. In order to go to other areas, Contractor personnel must first obtain written permission from the supervisory correctional official in charge. Only persons having official business will be admitted to construction sites.

(B) Inmates

There may be times when inmates may be working adjacent to or in the same area as construction personnel. All persons are prohibited from accepting or giving anything from and to an inmate. Inmates are accountable to DOC personnel only, no other person shall have any conversation or dealings with inmates without the approval of the DOC supervisory official in charge.

(C) Vehicle Control

Any Contractor personnel entering upon the Facility shall remove the ignition keys of their vehicle and lock the vehicle when they leave it for any reason. Contractors shall ensure that

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all equipment in, on or around the vehicles is secured and inaccessible to anyone else while in the Facility.

(D) Contraband

Contractors shall not bring clothing or contraband into or onto the Facility's grounds or leave clothing or contraband in a vehicle located on the grounds of the Facility outside of an area designated by DOC personnel. Contraband is defined below and all persons are subject to these DOC Facilities Rules concerning contraband when on the Facility's grounds.

Contractor shall not introduce into or upon, take or send to or from, or attempt the same to or from, the grounds of the Facility anything whatsoever without the knowledge of the Facility supervisor.

“Contraband” means any tangible or intangible article whatsoever which DOC has not previously authorized and may include letters, stamps, tools, weapons, papers, floor implements, writing materials, messages (written and verbal), instruments and the like. Contractors shall discuss any questions regarding such matters with the Facility supervisor immediately upon those questions arising.

Cigarettes and Cell Phones are “contraband.” Accordingly, Contractors shall leave them secured inside their locked vehicles in an area designated by DOC personnel.

Failure to comply with these Facilities Rules, in the sole determination of DOC, will result in the Contractor being removed from the Facility.

(4) State Laws Governing Unauthorized Conveyance, Possession or Use of Items, Weapons and Certain Devices

(A) Unauthorized conveyance of certain items brought into the Facility is governed by Conn. Gen. Stat. Sec. 53a-174, which provides as follows:

1. Any person not authorized by law who conveys or passes or causes to be conveyed or passed, into any correctional or humane institution or the grounds or buildings thereof, or to any inmate of such an institution who is outside the premises thereof and known to the person so conveying or passing or causing such convey or passing to be such an inmate, any controlled drug, as defined in section 21a-240, any intoxicating liquors, any firearm, weapon, dangerous instruments or explosives of any kind, any United States currency, or any rope, ladder or other instrument or device for use in making, attempting or aiding an escape, shall be guilty of a class D felony. [Penalty for a Class “D” felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed five (5) years.]The unauthorized conveying, passing, or possessing of any rope or ladder or other instrument or device, adapted for use in making or aiding an escape, into any such institution or the grounds or building thereof, shall be presumptive evidence that it was so conveyed, passed or possessed for such use.
2. Any person not authorized by law who conveys into any such institution any letter or other missive which is intended for any person confined therein, or who conveys from within the enclosure to the outside of such institution any letter or other missive written or given by any person confined therein, shall be guilty of a class A misdemeanor.

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[Penalty for a Class "A" misdemeanor per Sec. 53a-36 subsection 1, the term is not to exceed one (1) year.]

3. Any person or visitor who enters or attempts to enter a correctional institution or Facility by using a misleading or false name or title shall be guilty of a class A misdemeanor.

(B) Possession of weapons or dangerous instruments in the Facility is governed by Conn. Gen. Stat. Sec.53a-174a, which provides as follows:

1. A person is guilty of possession of a weapon or dangerous instrument in a correctional institution when, being an inmate of such institution, he knowingly makes, conveys from place to place or has in his possession or under his control any firearm, weapon dangerous instrument, explosive, or any other substance or thing designed to kill, injure or disable.
2. Possession of a weapon or dangerous instrument in a correctional institution is a class B felony. [Penalty for a Class "B" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed twenty (20) years.]

(C) Conveyance or use of electronic or wireless communication devices in the Facility is governed by Conn. Gen. Stat. Sec. 53a-174b, which provides as follows:

1. A person is guilty of conveyance or use of an electronic wireless communication device in a correctional institution when such person, without authorization by the Commissioner of Correction or the commissioner's designee, (1) conveys or possesses with intent to convey an electronic wireless communication device to any inmate of a correctional institution while such inmate is in such institution, or (2) uses an electronic wireless communication device to take a photographic or digital image in a correctional institution.
2. Conveyance or use of an electronic wireless communication device in a correctional institution is a Class A misdemeanor.

(p) Badging Requirements for the Connecticut Airport Authority, Bradley International Airport (the Airport)

- (1) All Contractor employees must pass all standard security requirements (based on activity and location) and pass prescribed driver training before entering Bradley International Airport or engaging in any part of the Performance.
- (2) Contractors shall not allow any of their employees to enter the Airport or undertake any part of the Performance unless the employees shall have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Airport. The security badge will be issued upon the successful completion of a ten year (10) criminal history records check, and Transportation Security Administration Security Threat Assessment and a training/testing program – all administered by Airport personnel. The cost per person is \$50. This charge is subject to change during the term of the Contract. Persons with felony convictions will be evaluated on an individual basis. The Client Agency may, at any time during

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the term of the Contract and in its sole discretion, modify the criminal history records check, training, testing program, security and badge requirements. The Contractor shall comply with all such modifications.

- (3) The Contractor shall assign at least one individual, but no more than 3 individuals, to act as an Authorized Supervisor for the airport. Prior to starting Performance, Contractors shall direct the Authorized Supervisors to comply with all of the applicable terms and conditions of this Contract, including doing any and all things which the Authorized Supervisors deem to be necessary or appropriate to ensure full Performance.
- (4) Client Agency shall deliver to the Contractors a copy of the applicable requirements of all federal and state regulations governing aviation security activities prior to Contractors starting Performance. Contractors shall comply fully with all of those requirements and regulations and shall ensure the same for all of their employees who will perform in any way.
- (5) The duties of the Authorized Supervisor are to:
 - (A) read, understand and follow fully all of the requirements of all federal and state regulations governing aviation security activities;
 - (B) notify the security badging office or BDL Airport Operations **immediately** of all employee terminations and transfers in writing, which may include via e-mail.
 - (C) return to the security badging office or BDL Airport Operations a termination form with the terminated or transferred employee's security badge along with all other security-related items that had been issued to the employee, including, but not limited to, keys, gate cards and ramp stickers, no later than twenty-four (24) hours after the effective date of the termination or transfer. If the Authorized Supervisor fails to return timely the badge or other security related-item, the Authorized Supervisor shall submit a termination form no later than one (1) week after the effective date of the termination or transfer, along with a written explanation detailing the course of action that has been taken towards retrieving the outstanding item(s);
 - (D) limit the distribution of security related information only to persons with valid, Bradley International Airport security badges and as requested by the Airport Security Coordinator (ASC) or designated representative ;
 - (E) not presign badging applications and complete the entire Authorized Supervisor section of the badging application for all Contractors employees who will Perform under this Contract;
 - (F) report lost or stolen badges in writing immediately to the security badging office and/or Airport Operations on the standard lost/stolen security badge report.
- (6) Contractors shall ensure that the Authorized Supervisors read, understand and follow all of their prescribed such regulations and requirements. Accordingly, prior to starting Performance, and

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Phone Number(s)	Fax No.	E-Mail Address
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- (7) Contractors shall pay the Client Agency a fee of \$100 per unreturned badges for any terminated or transferred employee and reimburse the Client Agency, no later than thirty (30) days after receiving an invoice from the Client Agency, for any applicable federal or state amounts, penalties or both for which the Client Agency may be held responsible resulting from the Contractors' failure to follow fully all of the applicable federal and State regulations and other requirements concerning aviation security activities, including, by way of example, but not by way of limitation, \$100 per unreturned badges for any terminated or transferred employee and up to \$11,000 per occurrence for an individual employee's failure to comply with security regulations (including, by way of example, but not by way of limitation, failure to properly display security badge or failure to control access through a controlled access door with a proximity card reader). If Contractors fail to pay the fee or reimburse the Client Agency timely, the Client Agency may, in its sole discretion, demand, and the Contractors shall, return all of the security badges for all of the Contractors' employees. Consequently, DAS shall, at the Client Agency's request, terminate the Contract as to those Contractors. DAS and the Client Agency will take into account such Termination as an indication of Contractors' not being responsible in future leasing and contracting opportunities.
- (8) The Client Agency may suspend or terminate security privileges of individual employees pending investigation of any individual who is alleged to have violated any security regulations. Security privileges for the Contractor as an entity may also be suspended or terminated for failure to comply with all security regulations.