

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. DESCRIPTION OF GOODS AND SERVICES:

(a) General:

This Contract covers the requirements for Services, (to include quarterly, semi-annual and annual inspection and testing, maintenance and minor repairs) of fire protection sprinkler systems (to include wet, dry, pre-action, deluge or in-rack sprinkler systems), anti-freeze loop systems, fire pumps and fire hydrants (together, "Fire Protection Systems" and "Fire Protection Services") and for the purchase of equipment and parts needed to insure that the Fire Protection System is in compliance with code requirements listed in Section 2(e) of this Exhibit A.

Proprietary equipment is not allowed under this Contract unless to replace existing equipment and as required per Section 2(e) of this Exhibit A.

Contractors shall maintain Connecticut DAS-Certified Small and Minority Business Certification throughout the term of the Contract, as applicable.

(b) Contractor Requirements:

Contractor shall staff a maintenance center within Connecticut. The center may be comprised of maintenance personnel housed in multiple locations within Connecticut.

Contractor shall maintain a toll free number that must be manned by an actual person. Voice mail and answering machines are unacceptable substitutes for this requirement. Contractor shall be available through its toll free number on a twenty-four (24) hours per day/seven (7) days a week basis.

Contractor shall have adequate personnel on staff to perform the required tasks outlined within this Contract. Contractor's technicians shall be qualified and experienced to perform the work described in this Contract.

Contractor shall have a representative available for consultation with Client Agency, should the need arise.

Contractor shall provide tools and equipment necessary to perform Services listed within this Contract, to include lift equipment and/or scaffolding for gaining access to equipment not readily accessible. Contractor may invoice the Client Agency for the cost of the lift equipment and/or scaffolding and charge a surcharge for scheduling and coordinating the rental of the lift equipment and/or scaffolding per the rates listed in Exhibit B. A copy of the rental lift equipment and/or scaffolding 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 shall be responsible for its work, including proper operation and function of all fire protection sprinkler systems it is charged with maintaining including damages or breakdowns caused by Contractor.

Contractor shall notify the Client Agency, the alarm monitoring company and the local fire department prior to and after a test has been conducted on any fire protection sprinkler system. Contractor shall retain the name, title and phone numbers of the personnel to whom notification was made. Contractor

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shall verify receipt of signal from the alarm monitoring company. Contractor shall reimburse the Client Agency for any fines and/or other sanctions that are incurred from the local fire department due to the Contractor's failure to notify either the alarm monitoring company or the local fire department as described herein. When service has been completed, the Contractor shall notify the alarm monitoring company that the alarm has been activated.

If any portion of the Client Agency's Fire Protection System is not operational or is in some way deficient for a period of 48 hours following a Client Agency request for service to the Contractor, the Client Agency reserves the right to select another Contractor for necessary repairs.

Contractor shall not be liable for any loss and/or damage caused by or resulting from the following items.

- (1) Repairs made necessary due to Acts of God, accidents, water damage, flood, vandalism, power surges, lightning, fires or any other cause external to the equipment.
- (2) Damage resulting from non-Contractor alteration, negligence or misuse, tampering, abuse or other cause not related to a defect in material or workmanship.
- (3) Repairs for damage caused by fire or other casualty (except caused by the Contractor), or willful or grossly negligent operation or handling of the equipment by the Client Agency's personnel.
- (4) Shop reconditioning or replacement of equipment not completed by the Contractor.
- (5) Updates, changes and modifications made to the fire protection sprinkler system by the Client Agency.
- (6) Shorts, grounds and/or any other problems associated in the facility's pre-existing wiring that was not installed by the Contractor.
- (7) Any act of terrorism. For the purpose of this subparagraph, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

(c) Response Time:

On location work related to all service calls will be started within twenty-four (24) hours of Client Agency notification to Contractor regardless of the time of day and completed without delay.

Emergency service rendered under this Contract will be available continually on a twenty-four (24) hour per day/seven (7) days a week basis. Contractor shall provide a telephone number for the Client Agency where they are able to speak to a live person or are able to leave a voice message. If a voice message is left, the Contractor shall call the Client Agency back within one (1) hour after receiving the emergency call. Contractor personnel, with the expertise necessary to correct the problem, shall be on site within two (2) hours or less (this includes nights, weekends and holidays) after Contractor's initial receipt of the emergency call.

(d) Procedures for Fire Protection Services:

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Contractor shall follow all Client Agency's working policy procedures while performing any services within the facility unless otherwise noted on a corresponding purchase order. Additional procedures may also be detailed in the Client Agency's purchase order, if needed.

Contractor's personnel shall:

- (1) Sign in with the Client Agency prior to performing any service, unless otherwise directed by the Client Agency;
- (2) Provide applicable Material Safety Data Sheets prior to bringing any materials into any building;
- (3) Follow the Client Agency smoking policy;
- (4) Maintain work area in as cleanly a fashion as possible while working and clean up thoroughly when finished;
- (5) Use courtesy and refrain from loud and abusive language;
- (6) Assure that corridors and fire exits are not blocked while performing services;
- (7) Assure that tools and supplies are maintained in a secure manner and never left unattended;
- (8) Sign out with the Client Agency upon completion of any service.

(e) Requirements for Inspection, Testing, Maintenance and Minor Repairs of Fire Protection Sprinkler Systems:

Contractor shall provide inspection, testing, maintenance and minor repairs for all aspects of the Fire Protection System to include: pumps, water storage tanks, standpipe systems, backflow prevention devices and anti-freeze loops for any locations requested by the Client Agency per requirements listed in Section 2(e) of Exhibit A.

Contractor shall coordinate and schedule all inspections and testing with the Client Agency. Client Agency shall specify on their purchase order whether they require the inspection and testing performed during normal work day hours unless otherwise stated on the purchase order by the Client Agency.

Contractor shall coordinate all other services with the Client Agency prior to beginning any work.

Contractor shall be required to complete all inspections and tests within thirty (30) days from written notification from the Client Agency or Contractor shall notify the designated Client Agency Representative when tests are due and provide forty-eight (48) hour notice prior to the date they plan to perform the test, unless stated otherwise by the Client Agency. For inspections and testing scheduled date(s), the Client Agency shall note on their purchase order whether the Client Agency shall coordinate and schedule dates with the Contractor or whether the Contractor shall coordinate and schedule dates with the Client Agency. If the Client Agency neglects to note their preference on their purchase order, the Contractor will be responsible for coordinating and scheduling all inspections and tests.

Client Agency shall retain the option of having agency personnel present at any inspection or corrective visit.

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Total price for quarterly, semi-annual and annual inspections and testing, preventative maintenance and minor repairs of all aspects of the fire protection sprinkler system, to include but not limited to, fire pumps, water storage tanks, anti-freeze loops, key operational items, valves, control valves, flow switches, fire department connection, standpipe systems, gongs, alarms, sprinklers, piping and water supplies, any necessary disassembly, cleaning and lubrication, and checking of all valves and alarms along with the furnishing, installing and cleaning any necessary parts shall include all costs (to include labor and materials) per the rates listed in Exhibit B.

Quarterly, semi-annual and annual inspections and testing, preventative maintenance and minor repairs of all aspects of the fire protection sprinkler system include, but not limited to:

1. All tamper switch adjustments and resets.
2. Replacement of all related gauges for the fire protection sprinkler system, as needed.
3. Semi-annual test of the automatic detection system.
4. Annual full flow trip test of the fire protection sprinkler system.
5. Fire protection systems with public water supply and cross connection protection (i.e. reduced pressure backflow preventer or double check valve assemblies) will be inspected quarterly and fully tested annually by a certified backflow preventer tester.
6. The Joint Commission Requirements (TJC), as applicable:
 - i. Test water flow devices quarterly.
 - ii. Test valve switches every 6 months.
7. Minor repairs defined as work an F-1 or F-2 licensed fire sprinkler fitter and/or certified backflow preventer tester can perform during a routine inspection. Minor repairs include, but are not limited to, tightening packing glands on valves, tightening plugs, replacing light bulbs in pump panels, filling water storage tanks, cleaning strainers, cleaning and adjusting water motor alarm gongs, cleaning check valves and adjusting pump pressure operating switches.
8. At the conclusion of each inspection and testing, the Contractor shall provide a written report(s) to the Client Agency as outlined in Section 1(f) of Exhibit A.

Inspections and testing, preventative maintenance and minor repairs of fire pumps shall be completed in accordance with Section 2(e) of this Exhibit A.

Inspections and testing (to include flow testing), minor repairs and painting of fire hydrants shall be completed in accordance with Section 2(e) of this Exhibit A. The paint used for the fire hydrants will be an oil based industrial enamel, unless otherwise stated in writing by the Client Agency, and color to be determined by the Client Agency.

If repairs or cost for parts, including parts required due to vandalism and/or abuse, go beyond the scope for inspection, testing, preventative maintenance and minor repairs for fire protection sprinkler systems, the Client Agency shall be charged at a time (labor rate) and materials (percentage markup over Contractor's invoice excluding any tax that the Contractor has paid) basis per rates provided in Exhibit B.

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If any utilities or critical systems are to be interrupted during any Fire Protection Services, the Contractor shall provide the Client Agency written notification of the interruption at least 24 hours prior to its occurrence.

Client Agency retains the option to forego any test in its sole and absolute discretion. If the Client Agency requests that a test not be performed, the Client Agency shall submit that direction in writing to the Contractor and will make a corresponding reduction to any Contractor invoice charging for such test.

(f) Required Reports:

Upon completion of any inspection, testing, maintenance, repairs, and/or any other work, a legible written service report must be delivered to the Client Agency at the facility at the time of the inspection and testing or service. Contractor shall notify the Client Agency immediately of any discovered deficiencies to the fire protection sprinkler system, such as inadequate water pressure or flow, or identify these deficiencies **PROMINENTLY** on the inspection report after any inspection and testing or service to a fire protection sprinkler system.

The service report will include, but not be limited to, the following information for each request for maintenance/service:

- Date and time notified
- Date and time of arrival
- Location of Service
- Client Agency contact person and telephone number
- Name of technician performing maintenance, Contractor's name, business address and telephone number
- 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

Contractor's failure to sign in or out or leave a signed report at the location, whether intentional or unintentional, will be conclusive proof that a service was not performed.

Each report will be signed (printed and signed legibly) by the contact person/designee at the Client Agency's location and by the Contractor's technician.

Within three (3) business days of the completion of services or sooner if possible, the Contractor shall provide the Client Agency's contact person with a final inspection report and a cover letter. The report will indicate any deficiencies found referencing the specific code violation(s). If applicable, the report will provide a quote for the deficiencies and detail items requiring correction. In addition, written verification that the applicable alarm company received the test signal as described above will be submitted with the report.

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The final inspection report will provide all information required to be in compliance with all applicable codes and recommendations outlined in Section 2(d) of Exhibit A. An annual backflow preventer test certificate prepared for each backflow preventer tested must be included with the final inspection report.

NOTE: Contractor shall provide inspection, testing, maintenance and service reports to Client Agencies that require the Contractor to document these services in the format and content as outlined by TJC requirements, upon written request from the Client Agency. The Client Agency has the right to request that the Contractor add additional information as needed to meet TJC requirements.

The final report will be signed (printed and signed legibly) by the Contractor's technician. These reports will be kept as a permanent record for all inspection, testing and service performed.

The inspection/test will not be considered complete nor will the forty-five day payment period begin until all of the above is provided to the Client Agency.

If requested, an additional copy of the report will be submitted to the Client Agency.

(g) Additional Inspection, Testing and Repairs:

Contractor shall perform the following additional inspection and tests and any related tests not listed below, only when requested in writing by the Client Agency per the applicable codes listed in Section 2(c) of Exhibit A. Additional inspection and testing will be performed and charged on a time (per hourly labor rate) and material basis at the rates provided in Exhibit B. The Client Agency shall contact the Contractor to schedule any of the following inspections and tests:

- 5 year Obstruction Investigation per National Fire Protection Association (NFPA) 25, Section 13.2.1
- 5 year Internal Valve Inspection per NFPA 25, Sections 12.4.1.2 and 12.4.3.1.8
- 5 year Standpipe Flow Test per NFPA 25, Section 6.3.1.1
- 5 year Hydrostatic Dry Standpipe Test per NFPA 25, Section 6.3.2.1
- 20/10 Year Fast Response Sprinkler Head Testing per NFPA 25 Section 5.3.1.1.1.3
- 50/10 Year Sprinkler Head Testing per NFPA 25 Section 5.3.1.1.1
- 75/5 Year Sprinkler Head Testing per NFPA 25 Section 5.3.1.1.1.5
- 10/10 Year Dry Sprinkler Head Testing per NFPA 25 Section 5.3.1.1.1.6
- 5 Year Internal Pitch and Scale Test per NFPA 25
- Additional Standpipe Testing
- Microbiologically Influenced Corrosion (MIC) Testing and Treatment
- Drilling through concrete and minor excavation services

(h) Purchase and Installation of Equipment and/or Parts:

Client Agency may request Contractor to upgrade, add, modify or replace any equipment (to include parts) to their Fire Protection System to insure that the System is in compliance with code requirements listed in Section 2(e) of this Exhibit A for any location with an existing system.

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The Contractor shall provide Client Agency with a detailed, written and itemized estimate for installation of additional equipment. All equipment purchased will be new and manufactured by a reputable manufacturer. Replacement parts will meet or exceed original equipment manufacturer's specifications.

When installation or repair of any equipment requires the temporary shutdown of the fire protection sprinkler system, the installation or repair will be performed at such a time as designated by the Client Agency. Client Agency reserves the right to limit the shutdown time to a specified number of hours and set the date and time of each occasion of complete shutdown. Contractor shall insure all tools, supplies, equipment and labor are on hand and in position to start the moment the shutdown period is initiated.

Contractor shall be responsible for the removal of existing equipment and to turn over all equipment removed to the Client Agency. The Contractor is responsible for a turnkey operation in the installation of any equipment.

All existing cable or wire will be used during any installation unless Contractor is directed otherwise in writing by the Client Agency. If the Client Agency requests new cable or wire, the Contractor shall remove the existing cable or wire and dispose of it (at no expense to the Client Agency). Whenever possible, all wiring will be concealed.

Contractor shall be responsible for repairing all damaged and/or altered areas that occurred during construction if applicable.

(i) Site Inspections and Request for Quote for Equipment and/or Repair Parts:

The Client Agency shall schedule a mandatory site inspection/walk-through with the contractor(s), when applicable, prior to the deadline that the Contractor(s) is required to submit their quote to the Client Agency. Client Agency shall arrange a date and time for the mandatory site inspection/walk-through and notify the Contractor(s).

After the site inspection/walk through, the Contractor(s) shall provide a quote to the Client Agency by completing Exhibit D. The Contractor shall populate the quantity in the appropriate line items for that specific Client Agency's location. The completed Exhibit D shall be based on the prices listed in Exhibit B and the results of the site inspection/walk through. The final calculated price will be the actual annual cost for annual, semi-annual, quarterly inspections and testing, preventative maintenance and minor repairs of the sprinkler system(s), fire pump(s), standpipe systems and/or fire hydrants for that specific location.

After the Client Agency reviews all the quotes, the Client Agency shall issue a purchase order including an equipment list and services required.

Contract Supplements will not be issued for any Client Agency that wishes to utilize this Contract. Client Agencies shall deal directly with the Contractor for acquiring Services listed within in this Contract.

2. ADDITIONAL TERMS AND CONDITIONS:

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(a) Mandatory Extension to State Entities:

Contractor shall offer and extend the Contract (including pricing, terms and conditions) to political subdivisions of the State (which includes towns and municipalities), schools, and not-for-profit organizations. Exception: Contractor has the right to decline services to any political subdivision where the political subdivision requires the Contractor to submit report(s) to a third party reporting company (i.e. Compliance Engine) and where the Contractor is required to pay extra fees not listed within this Contract for said service.

(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.

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

(c) Business Associate:

The Contractor is a Business Associate for purposes of HIPAA.

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

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

(e) Applicable Codes and Recommendations:

When applicable, all services under this Contract will be performed in strict accordance with all, but not limited to, applicable NFPA codes (such as NFPA's 13, 13A, 14, 17, 17A, 22, 25, 101 and any other NFPA codes that may apply), latest revision accepted by the State Fire Marshall, Connecticut Fire Safety Codes and Connecticut Fire Prevention Code, latest revisions, to include the National Electrical Code, International Building Codes, International Mechanical Code and International Existing Building Code,

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latest revisions accepted by Connecticut State Building Code; The Joint Commission; Manufacturer recommendations and/or requirements, as well as any other applicable Occupational Safety and Health Administration, Underwriters Laboratories (UL), 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.

(f) Licenses:

Contractor shall hold an F-1 unlimited license, issued by The Department of Consumer Protection, Occupational Licensing Division. All Contractor personnel performing repairs to any fire protection sprinkler system shall hold either an F-1 or F-2 license.

All electrical control work, alarm and signal work, when required, will be performed by an individual holding not less than an L-5 limited Contractor electrical license or by an individual with not less than an L-6 limited electrical journeyman license in the employ of a Contractor holding an L-5 limited Contractor electrical license.

All fire pump controller work will require an E-1 unlimited Contractor license or by an employee holding an E-2 unlimited journeyman license in the employ of a Contractor holding an E-1 unlimited Contractor license.

Contractor personnel shall hold a Backflow Preventer Tester Certificate issued by the State of Connecticut, if applicable.

The State, at any time during the term of the Contract, may ask the Contractor to provide proof of any of the above referenced licenses. Contractor's personnel shall carry their licenses with them when performing the Fire Protection Services and will make the required licenses available to the Client Agency prior to beginning any type of service, if requested.

(g) Subcontracting:

No subcontracting is allowed under this Contract except for:

- The electrical portion of this Contract. Contractor shall ensure that electrical subcontractor meets all licensing qualifications outlined in Section 2(f) of this Exhibit A.
- The fire pump portion of this Contract for repairs and/or maintenance of fire pumps. Contractor shall inspect and test the fire pumps immediately after the subcontractor has completed any repairs and/or maintenance. There will be no lapse of time between the subcontractor completing their service and the Contractor inspecting and testing the fire pumps. Contractor shall ensure that fire pump subcontractor meets all licensing qualifications outlined in Section 2(f) of this Exhibit A.

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- Drilling through concrete and minor excavation work that may be required to repair or replace piping attached to the internal and external portion of a building (i.e. fire department connections). Major excavation work is not allowed under this Contract.
- The third party testing companies for the testing of, but not limited to, sprinkler heads, chemical foam samples and any other third party testing required under this Contract.
- Manufacturer's field support. Contractor shall ensure that subcontractor meets the qualifications and performs Services as outlined in this Exhibit A.

DAS must approve any and all subcontractors, with the exception of third party testing companies and manufacturer's field support, utilized by the Contractor in writing prior to any such subcontractor commencing any work. Once approved, the subcontractor's information will be included in Exhibit E. DAS may remove any subcontractor from Exhibit E at any time if DAS deems a subcontractor not qualified to performed work under this Contract.

Contractor acknowledges that any work provided under the Contract to any Client Agency is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems necessary or appropriate. Contractor shall be responsible for all payment of fees charged by the subcontractor(s).

If the Contractor subcontracts, the sole responsibility for Performance of the job will rest upon the Contractor, not the subcontractor. If the Contractor has any issues with the subcontractor, it is the Contractor's responsibility to handle and resolve all problems. If the problems are not resolved, the Contractor shall find another means to complete the job by the stated deadline. A performance evaluation of any subcontractor shall be provided promptly by the Contractor to DAS upon request in a form acceptable to DAS.

DAS may, at their sole discretion, prohibit the Contractor the use of any approved subcontractor(s) on a specific project.

Contractor may charge an up-charge over the subcontractor's cost or manufacturer's field support cost. Refer to Exhibit B for pricing and more information. Contractor shall provide the Client Agency with a copy of the subcontractor's quote with their invoice.

If a Contractor elects to utilize any additional subcontractor(s) that are not listed in Exhibit E, the Contractor shall submit their request in writing to Linda LoSchiavo at linda.loschiavo@ct.gov for approval prior to any such subcontractor commencing any work. If DAS approves the subcontractor, the Contractor shall have the subcontractor complete the form SP-26NB (provided by DAS) and return to DAS. Once DAS is in receipt of the SP-26NB, a Contract Supplement will be issued adding the subcontractor to the Contract for the requested Contractor.

(h) Labor Rates:

The labor rates are to be considered straight time costs for work accomplished during normal working hours. All Fire Protection Services will be performed during the normal work day. Any emergency services or repairs performed at any other time will be executed only with prior written approval from the Client Agency. If the Client Agency elects to have inspections and testing performed after hours,

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Saturday, Sundays and/or Holidays, the Client Agency will specify the hours when services are to be performed and be charged at the rates listed in Exhibit B.

Labor rates are listed as follows:

Normal Work Day: 7:00 am through 4:30 pm, Monday through Friday, excluding all State holidays.

After Hours, Saturday, Sunday and Holidays: This rate is for when emergency service is requested by the Client Agency that is not during the normal work day. Hours are from 4:31 pm to 6:59 am Monday through Friday and all day Saturday, Sunday and State holidays till 11:59 pm.

List of State holidays may be found on the DAS website: <http://das.ct.gov/fp1.aspx?page=264>.

(i) Additional Fees:

Contractor shall not charge any additional fees including but not limited to, equipment rental (excluding rental of lift equipment), 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.

(j) Records:

Contractor shall assist the Client Agency in maintaining and retaining, for the life of each fire protection sprinkler system, all records of inspections, tests, maintenance and repairs of each fire protection sprinkler system.

Contractor shall make all records available to the Client Agency or any other appropriate authority upon request.

(k) Equipment Documentation/Literature:

Contractor shall supply the Client Agency with one set of all technical or other manuals, documents, plans, specifications or other materials necessary for equipment operation, if applicable, when any equipment is purchased. Should such materials be updated or replaced, the Contractor shall provide such materials to the Client Agency, at no additional charge. Client Agency may purchase additional sets of materials, if needed.

Contractor(s) shall also furnish the Client Agency with a complete instruction manual for the product and for each component supplied, as applicable. The manual will include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, schematic and wiring diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

(l) Warranty:

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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 Client Agency's ongoing business operations during the warranty term. If, during this period, such faults develop, the piece of equipment that is affected must 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.

Service performed under this Contract shall be fully guaranteed against defect due to faulty material and/or workmanship.

Conditions not covered by warranty:

- Damage resulting from accidents, acts of God, acts of terrorism, alternation, misuse, tampering, abuse or other cause not related to a defect in material or workmanship.
- Failure of the Client Agency to properly follow operating instructions provided by the Contractor at time of installation or at a later date.

(m) Training:

Contractor shall train the Client Agency on any installed equipment at no additional charge and when requested.

(n) 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.

(o) Add or Delete a Location or Service to a Location to the Contract:

The State reserves the right to add or delete Client Agency locations, at any time, during the term of the Contract.

If a location or pricing for additional service to a location listed in Exhibit B needs to be added to the Contract for inspection, testing, maintenance and minor repairs, Client Agency shall contact the Contractor for a quote to add the location. Contractor shall provide a written quote with the per inspection fee for each location. Client Agency shall arrange a date and time for a site inspection/walk-through of the location, if requested by the Contractor prior to submitting their quote. Once the Client

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Agency has received the quote, the Client Agency shall email a request with a copy of the Contractor's quote to Linda LoSchiavo at linda.loschiavo@ct.gov. After DAS reviews all the information and the request is approved, a Contract Supplement will be issued for that location.

If a new location needs to use this Contract for only repairs or parts, a Contract Supplement will not be issued. Contractor shall honor prices listed in Exhibit B for new locations requiring repairs and parts only.

If a location needs to be removed from the Contract, the Client Agency shall email Linda LoSchiavo at linda.loschiavo@ct.gov with the location's information. Once DAS receives the request, a Contract Supplement will be issued to remove the location from the Contract.

(p) Restricted Items:

The following items are restricted under this Contract:

- Purchase of new a Fire Protection System. The Client Agency may not utilize this Contract to install a new Fire Protection System to any location where there is not already an existing System.
- Monitoring of Fire Protection Systems.
- Fire Alarm Systems, to include, but not limited to, Inspection, Testing, Repairs, Maintenance and Purchase.

(q) 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 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. Contractors shall obtain from the DOC a form for each 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.)

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(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) Contractor personnel shall not have any verbal or personal contact with any inmates.
- (D) Equipment must 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 being used.
- (F) The correctional officials may refuse admittance to any Contractor personnel for any cause or reason 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 must be Performed 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 all equipment not in use, is secure 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 Performance.

(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 shall 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 shall first obtain written permission from the supervisory correctional official in charge. Only persons having official business will be admitted to construction sites.

(B) Inmates

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There may be times when inmates may be working adjacent to or in the same area as Contractor or Contractor Parties. All persons are prohibited from accepting or giving anything from and to an inmate. Inmates are accountable to DOC personnel only, no other person will 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 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

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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. [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.

(r) 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.

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- (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 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 ;

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- (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 as a condition precedent to any of Contractors' employees being allowed to enter the Airport to Perform, Contractors shall deliver to the Client Agency a document signed by the Authorized Supervisors in the following form:

**BRADLEY INTERNATIONAL AIRPORT
AUTHORIZED SUPERVISOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF DUTIES**

I, _____, the undersigned, with regard to _____ activities at Bradley International Airport (BDL), accept the assignment as an Authorized Supervisor under a certain Contract between _____ and the State of Connecticut. I acknowledge and accept that as Authorized Supervisor under that Contract that my duties are to and I shall:

1. read, understand and follow fully all of the requirements of all federal and state regulations governing aviation security activities;
2. notify the security badging office or BDL Airport Operations **immediately** of all employee terminations and transfers in writing, which may include via e-mail.
3. 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) ;
4. 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 ;
5. 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; and
6. 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.

With my signature below I am verifying that I have received a copy of, and fully understand these requirements and my obligations and that I shall comply fully.

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Company Name	Signature of Authorized Supervisor	Initials
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Company Mailing Address	Print Full Name
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City, State, Zip	Title
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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.
- (s) 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.