

REVISED 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, maintenance, repair, purchase and installation of fire alarm systems (including but not limited to smoke and fire dampers, fire doors and emergency communication systems connected to a fire alarm system) (together, "Fire Alarm Systems", and "Fire Alarm Services") and for alarm monitoring Services for Fire Alarm Systems, sprinkler systems and suppression systems (together, "Fire Protection Systems").

The following fire alarm panel and systems are included but not limited to under this Contract:

- | | |
|---|-----------------------------------|
| - Bosch | - Hochiki |
| - Edwards | - ITS (Industrial Time & Systems) |
| - EST (GE Security) | - Kidde |
| - Faraday | - Mircom |
| - Fast | - Mirtone |
| - Fenwal | - Notifier |
| - Fike | - Radionic |
| - Fire Lite | - Siemens |
| - Fireworx (GE Security) | - Silent Knight (Honeywell) |
| - Gamewell-FCI (Fire Control Instruments) | - SimplexGrinnell |

(b) Contractor Requirements:

Contractor shall maintain a maintenance center within the State with adequate personnel on staff and in-house resources to perform the Services outlined in this Contract and with the necessary capabilities to immediately and simultaneously respond to multiple locations.

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

Contractor shall continue to be a factory authorized manufacturer dealer or distributor or service center for the manufacturers listed on page 1 of Exhibit B. Contractor's technicians shall be factory trained and shall maintain certification by the manufacturer throughout the term of the Contract. Contractor shall immediately notify DAS by written notice in the event any of Contractor's certifications are revoked or expired.

Contractor shall coordinate all Services with the Client Agency designee listed on the purchase order.

Contractor shall have a representative available for consultation with Client Agency.

Contractor shall provide tools and equipment necessary to perform Service on the Fire Alarm System, including but not limited to, mechanical lift equipment and/or scaffolding for gaining access to devices not readily accessible. Contractor may invoice the Client Agency for the cost of the lift equipment

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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 invoice for rental lift equipment or scaffolding or both must be provided to the Client Agency with the Contractor's invoice. Contractor is not permitted to use Client Agency's tools and equipment.

Contractor shall provide technical job Service calls, wiring data and new stocked authorized parts, dedicated to the manufacturer's systems.

All repairs must be preapproved, in writing, by the Client Agency.

Contractor shall be responsible for work, including proper operation and function of Fire Alarm Systems it is charged with maintaining including damages or breakdowns caused by Contractor or its subcontractor.

When installation or repair of any Fire Alarm System equipment requires the temporary shutdown of the Fire Alarm System, the installation or repair must be performed at such a time as designated by the Client Agency. The 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 ensure all tools, supplies, equipment and labor are on hand and in position to start as soon as the shutdown period is initiated.

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

If any portion of the Fire Alarm System is not operational or is in some way deficient for a period of forty-eight (48) hours following a Client Agency request for Service to the Contractor, the Client Agency reserves the right to utilize another contractor for necessary repairs in accordance with the provisions of this Contract. In such an event, Contractor shall be subject to Section 13 of the Contract.

If the Contractor does not perform according to the Contract, the Client Agency reserves the right to utilize another contractor. In such an event, Contractor shall be subject to Section 13 of the Contract.

The conducting of fire drills is not part of this Contract.

In the event, clock changes on the fire alarm panel are required due to day-light savings time or other clock program changes, the Contractor shall not charge the Client Agency for this Service if the Service is completed during any inspection and testing or any other Service. In the event, clock changes on the fire alarm panel are not completed during such instances, the Contractor may charge the Client Agency at the labor rate listed in Exhibit B for the time to complete the change.

Contractor shall replace batteries in all Fire Alarm System equipment during any Service including annual inspections and testing. Contractor shall charge the Client Agency for the cost of the new batteries but shall not charge labor costs for battery replacement.

(c) Response Time:

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On-site work related to all Service calls will be started within twenty-four (24) hours of Client Agency notification to Contractor regardless of the day and time. Contractor shall complete all Service calls without any delays. In the event the Contractor foresees any delays, Contractor shall immediately notify the Client Agency.

Emergency Service rendered under this Contract must 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 that is operated by an individual. The telephone number must have the capability to record voice messages. If a voice message is left by the Client Agency, the Contractor shall respond within one (1) hour of receipt of the voice message for emergency Services. Contractor personnel, with the expertise necessary to correct the problem, shall be on site within two (2) hours or less (including nights, weekends and holidays) after Contractor's initial receipt of the emergency call or voice message.

Contractor shall complete all inspections and tests within thirty (30) days from written notification from the Client Agency or the Contractor shall notify the designated Client Agency representative when tests are due and notify the Client Agency forty-eight (48) hours prior to the date the Contractor plans to perform the inspections and testing, unless stated otherwise by the Client Agency. For inspections and testing scheduled date(s), the Client Agency shall indicate on the purchase order whether the Client Agency shall coordinate and schedule dates with the Contractor or the whether the Contractor shall coordinate and schedule dates with the Client Agency. If the Client Agency neglects to indicate its preference on the purchase order, Contractor shall be responsible for coordinating and scheduling inspections and testing. Contractor shall submit all required inspection and testing reports to the Client Agency.

Contractor shall respond to all Service calls with an adequate number of personnel with the expertise necessary to correct the problem.

(d) Notification to Alarm Monitoring Company

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 Alarm System. Contractor shall retain the name, title and phone numbers of the personnel to whom notification was made. Contractor 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 Fire Alarm System has been activated.

(e) Procedures for Fire Alarm Services:

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.

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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 clean 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; and
- (8) Sign out with the Client Agency upon completion of any Service.

(f) Full Service Maintenance ("FSM") Requirements:

FSM must include, but is not limited to, all labor, material, maintenance supplies and equipment costs for all inspections, testing, preventative maintenance, maintenance, Service or repairs of Fire Alarm Systems to include administrative and reporting fees, overhead costs and profit during normal business hours, after hours and emergency Service.

Prior to the Contractor accepting any Service under this Contract, the Client Agency and the Contractor shall verify that the Fire Alarm System to be covered under FSM is in full and proper working order. If there are any problems with the Fire Alarm System, the Client Agency and the Contractor shall work together in creating a list of items that require Service prior to the issuance of a purchase order for FSM.

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

Contractor shall maintain and repair all Fire Alarm System equipment and replace Fire Alarm System equipment as required per the terms and conditions of this Contract.

Contractor shall perform inspections and testing of the Fire Alarm System equipment in accordance with Section 1(i) below of this Exhibit A. As part of the inspection and testing process, the Contractor is responsible for repair or replacement of worn out defective components, other than major components, of the Fire Alarm System.

Contractor shall perform preventive maintenance on the Fire Alarm System equipment according to the manufacturer's recommended schedule during the Client Agency working hours and at a time that is acceptable to the Client Agency. Contractor shall schedule an appointment with the Client Agency for preventative maintenance on the Client Agency's Fire Alarm System equipment.

Client Agency is not required to purchase FSM. In the event that the Client Agency has elected not to purchase FSM, or the Client Agency has discontinued FSM, the Client Agency may acquire maintenance on a time and material ("T & M") basis only, at any time thereafter. Client Agency may return to a FSM Contract at any time subsequent to a previous maintenance discontinuance. The Contractor shall

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inspect the Client Agency's Fire Alarm System equipment covered by said maintenance within (thirty) 30 days of the Client Agency's request.

The below listed items are excluded from the scope of FSM. The Client Agency will be charged at a T & M basis per rates provided in Exhibit B, with written approval from the Client Agency, for the following:

- (1) Repairs made necessary due to acts of god, accidents, water damage, flood, acts of terrorism, vandalism, power surges, lightning, fires or any other cause external to the Fire Alarm System equipment.
- (2) Contractor shall not be obligated to repair damage caused by fire or other casualty (except damage caused by the negligence of the Contractor or its subcontractor), or for willful or grossly negligent operation or handling of the Fire Alarm System equipment by the Client Agency's personnel.
- (3) Shop reconditioning or replacement, if normal repairs and parts cannot keep Fire Alarm System equipment in good working order.
- (4) Installation of new Fire Alarm System equipment, changes in specifications or modifications or Fire Alarm System equipment made by the Client Agency.
- (5) Daylight savings time changes or clock program changes. However, if these changes are done during one of the annual inspections, there will not be any additional charges.
- (6) Shorts, grounds and/or any other problems associated in the facility's pre-existing wiring not installed by the Contractor.
- (7) If Fire Alarm System equipment is obsolete due to unavailability of parts.

(g) T & M Requirements:

T & M will include inspection, testing, maintenance, preventative maintenance, Service and repairs to any Fire Alarm System.

Contractor shall charge the Client Agency the labor rate and cost of materials at the rates indicated in Exhibit B for all Services.

If the Client Agency subscribes to T & M, it is the responsibility of the Client Agency to contact the Contractor for Services listed under T & M.

(h) Site Inspections and Request for Quote for FSM or T & M Inspection and Testing:

The Client Agency shall review the Contract pricing and make a decision that best fits the Client Agency's needs. The Client Agency shall solicit quotes directly from the Contractor(s) listed in this Contract. If a Client Agency requests in its quote that the Contractor must be an authorized factory dealer/distributor of the Fire Alarm System (Client Agency to specify which Fire Alarm System) and that each technician shall be factory certified to work on the Fire Alarm System, only Contractors with the authorization and certifications may be allowed to submit a quote to the Client Agency. The Client Agency has the discretion to utilize a Contractor that is an authorized factory dealer/distributor and factory certified Contractor or an unauthorized factory dealer/distributor for the Fire Alarm System.

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The Client Agency shall schedule a mandatory on-site inspection with the Contractor(s), when applicable, prior to the Contractor's quote submittal deadline. Client Agency shall arrange and notify the Contractor(s) of the date and time for the mandatory on-site inspection.

After the on-site inspection, the Contractor(s) shall provide a quote to the Client Agency by completing Exhibit D1 or D2. The Contractor shall populate the quantity of Fire Alarm Systems equipment in the appropriate line items for the specified Client Agency's location. The completed Exhibit D1 or D2 shall be based on the prices listed in Exhibit B and the results of the on-site inspection. The final calculated prices will be for the annual cost for FSM or for the cost per inspection and testing under T & M for the specified location.

After the Client Agency reviews all the quotes, the Client Agency shall issue a purchase order including a completed Exhibit D1 or D2.

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

(i) Fire Alarm Systems Inspection and Testing Requirements:

The below listed requirements apply to both FSM inspection and testing and T & M inspection and testing.

If the Client Agency has elected to purchase either FSM or inspection and testing Services under T & M, the Contractor shall schedule all inspections and testing with the Client Agency. If the Client Agency has not made any formal agreement with the Contractor for inspection and testing, it is the responsibility of the Client Agency to contact the Contractor to schedule all inspections and testing.

Client Agencies that elect T & M will be charged for inspection and testing at T & M rates listed in Exhibit B.

Client Agencies that elect FSM will be charged at the inspection and testing at FSM rates listed in Exhibit B.

Client Agency shall retain the option of having Client Agency personnel present at any inspection and testing or Service visit.

Client Agency may negotiate, with the Contractor, a discounted price for inspection and testing of Fire Alarm Systems for any large Client Agency facility.

Contractor shall contact and coordinate a date and time with the elevator company for the testing of smoke detectors located in any elevator shafts, if applicable, with the approval of the Client Agency. Contractor is responsible for any fees charged by the elevator company.

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

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representative when tests are due and notify the Client Agency by written notice forty-eight (48) hours prior to the date the Contractor plans to perform the inspections and tests, unless stated otherwise by the Client Agency. For inspections and testing scheduled date(s), the Client Agency shall indicate on the 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 indicate its preference on the purchase order, the Contractor will be responsible for coordinating and scheduling all inspections and tests. The Contractor shall submit all required inspection and testing reports to the Client Agency. The Contractor shall submit all required inspection and testing reports to the Client Agency.

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

Fire Alarm:

Fire Alarm inspection and testing will include, but not be limited to, the following:

- Control Panel Tests:
 - Every initiating and indicating zone for alarm, and supervisory current and end of line values.
 - Test of all heating, ventilation and air conditioning ('HVAC') equipment shutdown controls connected to detectors, if applicable.
 - Battery integrity.
- Initiating devices and notification appliances
- Every pull station.
- Cleaning and testing of all smoke detectors, heat detectors, flame detectors and fan relays must be performed on a bi-annual schedule. Testing of smoke detectors must be completed by using a smoke evacuation system to include detectors in HVAC equipment, attics and crawl spaces.
- Bi-annual full smoke detector sensitivity testing fifty percent (50%) of the smoke detectors will be tested each year to equal one hundred percent (100%) over a two (2) year period unless indicated otherwise on the Client Agency's purchase order.
- Duct detectors must be tested by can smoke not by key shut down or by the remote test switch. Duct detectors may not be tested at the remote test switch.
- Heat detectors.
- Every evacuation signal and strobe and/or speaker and strobe.
- Every fireman's phone jack.
- Every door holder.
- Verify door magnets are released after activation.
- Electronic air horns, amplifiers, power supplies and batteries.
- Fire Alarm System equipment inspection must include ribbon replacement, cleaning and lubrication.
- Semi-annual visual fire alarm device inspection.
- Semi-annual functional battery load testing.

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- Smoke duct detectors testing in air handlers.
- Fire alarm connections to kitchen hoods and sprinkler valve tamper switches.

Contractor shall perform inspection and testing for emergency communication system(s) connected to a Fire Alarm System per the requirements listed in Section 2(e) of this Exhibit A when required in writing by the Client Agency. The emergency communication system shall be tested per the requirements listed in Section 2(e) of this Exhibit A.

At the conclusion of each inspection, the Contractor shall provide a written report to the Client Agency, as outlined in Section 1(j) of this Exhibit A.

Note: Kitchen hood systems and electronic sprinkler connections, including but not limited to standpipe low pressure alarm, valve tamper switches, flow alarms and divisional valves, are not required to be tested under this Contract. Contractor may be requested, by the Client Agency in writing, to perform Service on any fire alarm component connected to these systems.

Smoke and Fire Damper:

Smoke and Fire Damper Testing shall include, but not limited to, the inspection of the damper and of the fusible link or fire alarm control module.

The frequency of smoke and fire damper testing and inspection shall be performed depending on whether there is a fire alarm control module or a fusible link as described below:

- A fire and smoke damper with a fire alarm control module for an initiating device must require testing and inspection on an annual basis.
- A smoke damper with a fusible link for an initiating device must require testing and inspection every four (4) years.
- If either type of damper is replaced, then an inspection and testing is required one (1) year after the installation.

Fire Door:

Fire door inspection and testing is required on an annual basis. The Contractor shall complete the door inspection and testing and provide any minimal maintenance during the testing. The fire door inspection must include the following, but not limited to: proper closure of the door; inspect and readjust hinges, all hardware, gaskets, edge seals, magnetic holders; door closers; door locks; rebalance door; adjust and fix any locking mechanisms; and check to see if wire is connected to the fire alarm.

(j) Required Reports:

Upon completion of any inspection, testing, maintenance, repairs, 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.

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Contractor shall notify the Client Agency immediately of any discovered deficiencies critical to the Fire Alarm System and identify these deficiencies **PROMINENTLY** on the inspection report after any inspection and testing or Service to a Fire Alarm System.

Service Report:

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

- Date and time notified
- Date and time of arrival
- Location of Service
- Client Agency contact person and telephone number
- Name of technician performing the service
- Description of Service Performed
- Description of malfunction reported, if applicable
- Diagnosis of failure and work performed, if applicable
- Manufacturer and manufacturer's part number for Fire Alarm System equipment replaced, if applicable
- Charges for the Service, if applicable
- Departure Time

Contractor shall sign in and sign out with a Client Agency representative, unless directed otherwise by the Client Agency. If the Contractor fails to sign in or out or leave a signed work ticket at the Client Agency's location, whether intentional or unintentional, the Client Agency shall automatically conclude that the Service was not performed, and payment will be withheld for any such Services.

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.

Inspection and Testing Report:

Within three (3) business days (or earlier) of the completion of inspection and testing, the Contractor shall provide the Client Agency's contact person with a final inspection report and a cover letter. The final 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.

- (1) A final report must include the following:
 - a. A detailed listing of all the Fire Alarm System equipment that was tested and inspected.
 - b. The test and inspection results.
 - c. The deficiencies found (and which need to be corrected) and cost estimates to mitigate each in accordance with the labor rates provided in Exhibit B and reference all specific code(s) for each deficiency that was found, if applicable.

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d. An interpretive textual analysis of the various electrical readings on the report.

- (2) Written confirmation that all of the Fire Alarm System's components have activated the appropriate local fire alarm panel and central station (to include all trouble and alarm signals).

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

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

The inspection and test will not be considered complete nor will the forty-five day (45) payment period commence until all of the above is provided to the Client Agency.

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

NOTE: When applicable, the 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 the Client Agency or The Joint Commission ("TJC") or both 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 the Client Agency or TJC or both requirements.

(k) Purchase and Installation of Fire Alarm System Equipment and/or Parts:

Client Agency may upgrade, add, modify or replace equipment (to include parts) to their Fire Alarm System to insure that the Fire Alarm System is in compliance with code requirements listed in Section 2(e) of this Exhibit A at any time during the term of the Contract. Replacement of an entire Fire Alarm System is only allowed if the location already has an existing Fire Alarm System.

Contractor shall provide the Client Agency with a detailed, written and itemized quote using Exhibit D3 – Quote Form that includes, but not limited to, all materials (itemized separately), labor, subcontractors fees (if applicable), equipment lift cost and surcharge fee. Contractor shall not include any of their terms and conditions with the quote.

All equipment purchased must be new and manufactured by a reputable manufacturer. Replacement parts must meet or exceed original equipment manufacturer's specifications. Used parts are prohibited by this Contract.

In the event installation or repair of any equipment requires a temporary shutdown of the Fire Alarm System, the installation or repair must 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.

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

All penetrations in smoke partitions are to be sealed with fire stop.

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). The Contractor shall comply with all State and Federal laws, statutes and regulations with respect to disposal of materials. 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.

For each project undertaken, State Client Agencies shall obtain a Construction Permit and an eventual Code Compliance Certificate from a Construction Permitting Agency. Client Agencies, other than State Client Agencies, shall obtain Construction Permits and Certificates of Code Compliance from the local building department having jurisdiction. Contractor will be responsible for obtaining any other permits that are needed at no additional charge to the Client Agency.

(l) Drawing and Submittals:

Contractor shall provide the Client Agency with, but not limited to, drawings and submittals (at the discretion of the Client Agency), blueprints, AutoCAD drawings of typical equipment room layouts, specifying floor space, cut outs, data sheets, electrical outlet requirements and the location of all equipment that will be placed for each system. Drawings and submittals are to be provided to the Client Agency at no additional charge.

Contractor shall provide the Client Agency with one (1) copy of documentation in paper format and one (1) copy in electronic format on a compact disk media or per Client Agency requirements, if applicable.

Contractor shall promptly make any corrections to the submittals as required by the Client Agency, at no additional cost to the Client Agency. At the Contractor's expense, the Contractor shall resubmit the required number of copies of the proposed corrected copies until such proposed correction(s) are approved by the Client Agency.

(m) Fire Protection Systems Monitoring Requirements:

Only the monitoring of Fire Protection Systems (to include to include fire alarm, sprinkler and suppression systems) are allowed under this Contract.

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If a Client Agency has a security system and Fire Protection System that needs to be monitored, the Client Agency shall use the Security Video Surveillance, Access Control and Alarm Systems and Monitoring Services Contract for monitoring services.

It is not mandatory for the Client Agency to use this Contract for Monitoring Services. The Client Agency may use the Security Video Surveillance, Access Control and Alarm Systems and Monitoring Services Contract for monitoring services.

Contractor shall ensure that the central alarm monitoring station associated with the system will maintain certification by Underwriters Laboratories (UL), Factory Mutual Global, National Fire Prevention Association (NFPA) and the Department of Defense as an approved site located in the United States for Monitoring Services. Said station shall be staffed twenty-four (24) hours per day, seven (7) days a week, by trained personnel devoted to monitoring detection.

Contractor shall have at least one (1) additional central station located a minimum of 100 miles from the primary central station to serve as a backup should the primary central station become unavailable. The backup central station may not be located in the same State as the primary central station.

Contractor shall have a disaster recovery and backup plan in place to prevent the interruption of Service throughout the term of the Contract. At no time during the term of the Contract will monitoring Services be interrupted.

Contractor shall provide and install compatible fire transmitters and backup device per location as needed per Section 2(e) of this Exhibit A, at no expense to the Client Agency. Transmitters will be programmed to send weekly test timers to Contractor central alarm monitoring station.

Contractor shall provide the Client Agency with live account access via internet that includes alarm and trouble reports and the ability for the Client Agency to edit data as required.

In the event of receiving an alarm, the alarm monitoring company shall:

- a) Call the location from where the alarm has been received for verification.
- b) If upon calling the location for verification, the line is busy or no one answers after five (5) rings, the alarm monitoring company shall immediately notify the appropriate fire department and notify them of the reception of the alarm for their dispatch.
- c) The alarm monitoring company will log the name of the person contacted at the location and the results of the contact.

The alarm monitoring company is to provide the Client Agency with monthly written report of all alarm activity for each location. This report must indicate the date, time activity and the name of the person at the respective location contacted. The Contractor shall send all reports to the Client Agency designee for each region and/or may be included with the monthly invoice, as determined in writing by the Client Agency. Payment will not be processed without this report.

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Contractor shall promptly reimburse the Client Agency for costs and expenses incurred due to an alarm event, whether false or not, that was caused by the Contractor not following Client Agency protocol. Such costs may be deducted from the Client Agency's current invoice.

Contractor shall meet and consult with the Client Agency on a continuous basis concerning issues with false alarms caused by mechanical error or by employee error. Contractor agrees to work with the Client Agency towards the goal of false alarm prevention.

2. ADDITIONAL TERMS AND CONDITIONS:

(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:

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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, but not limited to, the following, as applicable: National Fire Protection Association (NFPA) Codes (such as NFPA 70, 72, 72H, 80, 90A, 101 and/or any other ones 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, latest revisions accepted by Connecticut State Building Code; TJC; Manufacturer recommendations and/or requirements, as well as any other applicable Occupational Safety and Health Administration, UL and/or any other Federal and/or 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:

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.

Subcontractors approved under Section 2(h) of this Exhibit A shall hold the following licenses, as applicable to the Service provided (on behalf of the Contractor), issued by the State, Department of Consumer Protection, Department of Labor or any other license not listed below, as required by State law.

The Client Agency, at any time during the term of the Contract, may request that the Contractor and subcontractor provide proof of any of the below referenced licenses. Contractor's and subcontractor's personnel shall carry their licenses with them when performing any Services and will make the required licenses available to the Client Agency prior to beginning any type of Service, if requested.

(g) Alarm Monitoring License(s):

Each town/city regulates whether a license(s) is required for alarm monitoring Services of Fire Alarm Systems and/or Fire Protection Systems in their jurisdiction. Contractor or subcontractor or both is responsible for obtaining all required license(s) from the appropriate town or city where alarm monitoring Services is required prior to beginning any Service, if applicable. Contractor and its

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subcontractor shall immediately notify by written notice DAS in the event any of Contractor's licenses are revoked or expired.

(h) 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 Exhibit A.
- The monitoring of the Fire Protection Systems. Contractor shall ensure that subcontractor meets the qualifications and performs Services as outlined in Section 1(m) of Exhibit A.
- Service to a fire alarm panel. If the Contractor does not have access to the codes or are unable to properly Service a fire alarm panel, the Contractor may subcontract with a factory authorized contractor to perform the Service on the said fire alarm panel.
- Smoke and fire damper repairs and maintenance.
- Third party testing companies.
- Subcontractor and 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, at its sole discretion, deems a subcontractor is not qualified to perform 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 utilizes a subcontractor, 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.

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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 form SP-26NB, a Contract Supplement will be issued adding the subcontractor to the Contract for the requested Contractor.

(i) Labor Rates:

Labor rates are to be considered straight time costs for work accomplished during Normal Working Day (as defined below). Hourly rates will be charged in quarter hour increments and rounded up or down to the closest quarter hour after the minimum number of hours has been applied. All 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, 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. Hours will be specified on the Client Agency's purchase order.

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

After Hours, Saturday, Sunday and Holidays: This rate is for when emergency Service is requested by the Client Agency that after Normal Work Day hours.

List of State holidays may be found on the DAS website: <https://portal.ct.gov/DAS/Lists/Human-Resources-Business-Rules-and-Regulations/Benefits/Holidays>.

(j) Prevailing Wages:

There may be a possibility that some of the Performance may be subject to prevailing wages. Accordingly, the following provision is included in this Exhibit A in accordance with the requirements of Conn. Gen. Stat. Sec. 31-53(a):

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of Conn. Gen. Stat. Sec. 31-53(a), shall be at a rate equal to the rate customary or prevailing for the same

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work in the same trade or occupation in the town in which such public works project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

(k) Client Agency Payment Information:

Questions regarding purchase orders should be directed to the Client Agency that issued the purchase order. All invoices will be sent directly to the Client Agency unless otherwise directed in writing by the Client Agency. All payments to invoices received will be paid in arrears unless otherwise directed in writing by the Client Agency.

Invoice must contain, but is not limited to, the following:

- Purchase order number
- Date of Service
- Location of Service
- Description of Service performed
- Be itemized by labor hours and labor rate, if applicable
- Be itemized by part number and part unit pricing, if applicable
- Copy of supplier's invoice, if applicable
- Copy of subcontractor's invoice, if applicable
- A legible copy of the signed service report, if applicable.

Note: Contractor may be required to provide additional information on a purchase order when requested in writing by the Client Agency.

(l) 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.

(m) Records:

Contractor shall assist the Client Agency in maintaining and retaining, for the life of each Fire Alarm System, all records of inspections, tests, maintenance and repairs of each Fire Alarm System.

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

(n) Equipment Documentation/Literature:

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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, in a format acceptable by the Client Agency. 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.

(o) Warranty:

Warranty period for new Fire Alarm System equipment will not begin until after installation and Client Agency approval. The warranty period will be for a minimum period of one (1) year or according to the manufacturer's standard warranty, whichever is longer. Contractor shall provide Fire Alarm System equipment free from defects in materials or workmanship, which substantially conform to the specifications, performance standards, and descriptions in the documentation, so as to provide use of the products in accordance with such documentation without functional downtime to the Client Agency's ongoing business operations during the warranty term. If, during this period, such faults develop, the unit or component affected will be repaired or replaced with a new unit or component, as applicable, without any cost to the Client Agency. Where accessories are to be supplied, they must be compatible with the rest of the equipment.

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 is fully guaranteed by the Contractor against defect due to faulty material and workmanship.

Warranty covers all parts and labor associated with correcting workmanship issues, faulty Fire Alarm System equipment and other related issues. Only the parts or systems newly installed are covered; therefore, any add-on to an existing Fire Alarm System comes with a warranty specific to those components added.

This warranty will not apply to certain conditions as listed below, and if Client Agency calls the Contractor for Service under the warranty and upon inspection by Contractor's representative it is found that one of these conditions has led to the inoperability or apparent inoperability of the Fire Alarm System equipment, the Contractor shall complete any repairs necessary and charge according to the rates listed in Exhibit B. If the repairs cannot be made at that time, the Contractor must make arrangements with the Client Agency for a time when the repairs can be completed and only charge Client Agency for the time that the Contractor's representative was at the Client Agency's facility. Should it be necessary to make repairs to the equipment due to one of the conditions listed below, a charge will be made for such Service at the rates listed in Exhibit B for labor and material.

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Conditions not covered by warranty:

- Damage resulting from accidents (except for accidents caused by the Contractor or subcontractor and their employees, officers and agents, as applicable), 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.
- Adjustments necessitated subsequent to completion of installation by the Contractor and acceptance by Client Agency due to misalignment of video cameras, improper adjustment of monitor brightness or contrast or both tuning dials or changes to lighting conditions in the area viewed by the camera(s).
- Trouble due to interruption of commercial power or to Client Agency facility standby and emergency power systems.
- Devices designed to fail in protecting the Fire Alarm System equipment, such as, but not limited to, fuses and circuit breakers.
- Equipment changes requested by the Client Agency where the Contractor advised the Client Agency against such modifications.

(p) Training:

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

(q) Signing of Documents

The Contractor shall not require any Client Agency to sign any form and document for any type of Service under this Contract and for receipt of Service reports. Client Agencies do not have the authority to sign any other paperwork from a Contractor. The Contract and the Client Agency's purchase order are the only document allowed between the Client Agency and the Contractor. Any issues regarding the signature of any additional document(s) or form(s) need to be brought to the attention of Linda LoSchiavo at linda.loschiavo@ct.gov.

(r) Product Recall/Safety Notice:

Contractor shall email product recall notices and/or safety notices regarding equipment or repair parts immediately to Linda LoSchiavo at linda.loschiavo@ct.gov. A Contract Supplement will be issued to the Contract Award to alert the Client Agencies of the recall notice and/or safety notice.

(s) Contract Separately/Additional Savings Opportunities

DAS reserves the right to either seek additional discounts from the Contractor or another Contractor on this Contract or to contract separately for a single purchase, if in the judgment of DAS, the quantity

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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.

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

The State reserves the right to add or delete any Service not listed in this Exhibit A that may be required due to codes or recommendations or both changes listed in Section 2(e) of this Exhibit A during the term of 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 all the information and the Service is approved, a Contract Supplement will be issued.

If a specific Service needs to be removed from the Contract, the Contractor shall email Linda LoSchiavo at linda.loschiavo@ct.gov with all the information to remove the Service. After the information is received, a Contract Supplement will be issued to remove said Service.

(u) Account Transition:

Contractor shall provide the Client Agency with the lock-out and programming codes to the panel or default the panel to allow any new contractor in a subsequent contract access to the panel and provide any other necessary information required to gain full access to Fire Alarm System as part of the transition period.

Client Agency shall coordinate and work with the Contractor and the new contractor to ensure a smooth transition of accounts. Contractor shall complete the transition in a timely manner without any interruption of Service. Contractor shall work with any new Contractor immediately after the execution of any subsequent contract to schedule transition and phase-in of equipment.

If there are any purchase and installation projects still open during a transition period, the Contractor is authorized to continue and complete the project in its entirety.

All monitoring, FSM, test and inspection, maintenance, preventative maintenance, repairs and Service will be transitioned over to the new contractor after Contract expiration.

(v) FSM Account Transition if Switching Contractors:

If the Client Agency elects to change Services for FSM to another contractor awarded this Contract, the Contractor and Client Agency shall determine a time to allow the new contractor the opportunity to inspect all of the equipment at the Client Agency's location. Equipment that is damaged or not up to code will require replacement of said equipment by the contractor before transitioning over to the new Contractor.

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After the deficiencies have been completed, the new Contractor shall contact the existing Contractor and work together to make the transition as smooth as possible.

(w) Reporting Requirements:

Upon request at any time during the Contract, the Contractor shall submit the following report in electronic format (i.e., Microsoft Excel) to the Linda LoSchiavo, DAS/Procurement Services, 450 Columbus Boulevard, Suite 1202, Hartford, CT 06103 at no charge within thirty (30) days from request. The report shall indicate the name and address of the Contractor, Contract number, and period covered by report. The report shall also be broken down for each ordering Client Agency and shall include, at minimum, the following fields:

- Location: Client Agency Name and Address
- List of all equipment at each of the Client Agency's location(s) with Manufacturer's name and model number, if applicable.
- Quantity of each piece of equipment
- Type of Services performed
- Specify whether the Client Agency utilizes FSM or T & M Basis

(x) Restricted Items:

The following items are restricted under this Contract:

- Installation of a new Fire Alarm System where there is not currently an existing Fire Alarm System.
- Inspection, testing, repairs, maintenance and purchase of any type of fire suppression systems and fire pumps.
- Monitoring of any security systems that falls under the Security Video Surveillance, Access Control and Alarm Systems and Monitoring Services Contract.
- Purchase, repairs or maintenance on clock systems, time recorder equipment and date stamping equipment.

(y) 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

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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) 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,

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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

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:

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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. [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.

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2. Conveyance or use of an electronic wireless communication device in a correctional institution is a Class A misdemeanor.

(z) 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 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

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- 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 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) ;

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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.

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
------------------	-------

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.

(aa) 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.

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