

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. DESCRIPTION OF GOODS AND SERVICES:

- A. **Scope:** This contract is for live deposition reporting and transcription services (“Services”) to be provided to the State of Connecticut, Office of the Attorney General and its State client agencies, (hereinafter “Client Agency”).
- B. **Prices:** All prices within Exhibit B must include delivery and/or postage charges. Pricing for appearance fee is to be based on eight (8) hours for a full day of deposition(s) or hearing(s) and up to four (4) hours for a half-day of deposition(s) or hearing(s) regardless of the number of separate cases heard during those time frames. Contractor shall charge only one (1) appearance fee even if there may be multiple deposition(s) or hearings scheduled in the room throughout the day which one (1) reporter can cover.
- C. **Contractor’s Responsibility:** In providing live deposition services and court-reporting services, the Contractor shall provide certified stenographic reporters and/or other accurate and reliable methods of recording as requested by the Client Agency, to record and transcribe deposition(s) or hearings. The Contractor shall provide “expedited” (including same day) transcripts for Computer Aided Transcription (CAT) and Real Time Court Reporting (readable format simultaneously prepared during hearing) transcription services. Contractor shall be able to attend live depositions in correctional facilities and adhere to established security requirements.
- D. **The Contractor(s) shall comply with the following:**
- (1) The Contractor shall be prepared to appear at deposition(s) or hearings held throughout the State. Deposition(s) or hearings may be conducted during daytime, evening hours, or both. Live depositions may be conducted at correctional institutions throughout the State and the Contractor shall have staff available to provide reporting services in correctional institutions.
 - (2) For the purpose of this Contract, the term “night” is defined as a start time of 5:00 PM or later, as determined by the Client Agency.
 - (3) It is understood that the Client Agency cannot predict the length of any deposition or hearing and that the Contractor is responsible for assuring that the reporters are available to take all depositions or hearings.
 - (4) Contractor shall have the necessary hardware; software and computer support personnel to provide Instant Real Time (IRT) captioning for the hearing impaired when requested by the Client Agency and assure that an adequate number of certified stenographic court reporters are available to provide this service.
 - (5) All equipment, related accessories, machine paper, transcript paper and any other equipment used in transcription for the Client Agency proceedings will be provided by the Contractor. It is the responsibility of the Contractor’s court reporter to ensure that

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the equipment is operating in a satisfactory condition prior to a scheduled hearing, deposition or both.

- (6) The Contractor shall have available message or voicemail service, twenty-four (24) hours a day, seven (7) days per week. Contractor shall check voicemail messages three (3) hours prior to a scheduled proceeding and will reply by the next business day to any messages left by the Client Agency to retain Contractor's services for a proceeding.
- (7) All exhibits are the property of the Client Agency and shall be returned at the time of delivery of the transcript. Failure to return exhibits may delay payments made for that transcript until all exhibits are returned.
- (8) The Contractor shall perform in accordance with generally accepted stenographic practice regarding the transcript pages pursuant to the National Court Reporters Association. The National Court Reporters Association website is below, as it may be modified from, time to time:
<https://www.ncra.org/>

With regard to the transcript pages, pages will be filled as to length and the margins may not be oversized. Where the testimony of any one (1) witness ends on the upper twenty-five percent (25%) of a page and the transcript continues on another page, there will be no charge for the partially filled page. Colloquies will be indented from the testimony to distinguish the two and witnesses will be listed separately at the beginning of a transcript. Admission of exhibits will be noted in an appropriate list either at the beginning or at the end of the transcript. Key word index shall be attached to each transcript.

- (9) Transportation to and from the depositions or hearings will be the sole responsibility of Contractor. Travel time and/or mileage charges, including parking fees, food and beverages are not billable to the requesting Client Agency.
- (10) The Contractor is responsible for all shipping and handling charges of all transcripts required by the Client Agency.
- (11) The Client Agency does not provide office space for the Contractor. If the work area is deemed available by the Client Agency, the area may be used, by the Contractor, with prior approval from the Client Agency.
- (12) Short notice of cancellations may occur. The Client Agency shall make a good faith effort to notify Contractor of any hearing cancellations as soon as possible within a twenty-four (24) hour timeframe.

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- (13) At no time will the Contractor hire a third party contractor to Perform, unless the Connecticut Department of Administrative Services (“DAS”) approves of the hiring in writing.
- (14) The Contractor is responsible for proof-reading all work and all obvious errors must be corrected before work is submitted to the Client Agency.
- (15) The Client Agency reserves the right to require, at no extra charge, the retyping or correction of any transcript with more than three (3) typographical errors, misspelled words or in the incorrect format.
- (16) The Contractor shall prohibit its employees from photocopying, recording or transcribing any proceeding concerning an individual with whom he/she has or has had any familiar, financial or other relationship that could be construed to be a conflict of interest.
- (17) Contractor shall not provide “expedited” or “same-day” service of a transcript unless the request is authorized by the Client Agency designee in writing.
- (18) The Client Agency reserves the right to make any transcript available for copying, viewing, or listening by the public to permit compliance in accordance with the Freedom of Information Act.
- (19) The Contractor shall provide all original transcripts to the requesting Client Agency office at a per page cost with one (1) additional copy at no additional cost. Requests for more than one (1) copy will be chargeable at a per page copy cost.
- (20) In the event that one of the participants in the proceeding wishes to obtain such transcript; the Contractor may prepare the transcript at the contractual rate charged to Client Agency. If Client Agency places the order on behalf of that party, the Contractor shall provide the transcript directly to the party, along with the bill for services rendered.
- (21) The Contractor shall notify the Client Agency of any requests made directly to the Contractor for a copy of any transcript ordered by the other party.
- (22) If the day that a transcript is due to the Client Agency falls on a State holiday and/or an official full day off granted by the Governor; the Contractor is not required to deliver the transcript until the next business day after the State holiday or granted day off. If two or more State holidays and/or granted days off fall with the specified time of delivery, the Contractor is allowed those extra business days for the delivery for the days that the State was closed.

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(23) Once the recording of a hearing or meeting is taken by a court reporter; the Contractor is obligated to provide the transcript to the Client Agency in accordance with the terms and conditions of the Contract.

E. Confidentiality:

(1) Confidentiality of all information and material is required. All error pages or reprints will be shredded or returned to the Client Agency. All Contractor employees assigned to this Contract shall be required to sign statements of confidentiality and submit an original executed statement to the Client Agency prior to starting work on the Contract. Any new employee will also be required to sign a statement of confidentiality and send an original executed statement to the Client Agency.

(2) Contractor shall prohibit employees from copying, photocopying and/or transcribing any material for their own private use.

F. Adjustments: Contractor shall exercise all good faith efforts to deliver transcripts within the time limits listed in the specifications. Failure to deliver the transcripts within the time limits specified by the Client Agency will result in the following adjustments to the applicable fee:

Number of Working Days Late	Percent of Applicable Fee Payable
1 to 2 Days Late	90%
3 to 4 Days Late	75%
5 to 6 Days Late	50%
7 to 9 Days Late	25%
10 or More Days Late	10%
Note: Working Day is defined as Monday – Friday 8:00 am to 5:00 pm	

Court reporters and/or verbatim recording specialists are required to arrive at least fifteen (15) minutes prior to commencement of the scheduled hearing or deposition. The Client Agency shall reduce the appearance fee by twenty five percent (25%) for court reporters and/or verbatim recording specialists arriving after the scheduled start of the hearing. If the court reporter and/or verbatim specialist is more than thirty (30) minutes past the scheduled start of the hearing, the Client Agency shall reduce the appearance fee by fifty percent (50%). Extraordinary circumstances such as inclement weather will be taken into consideration by the Client Agency.

G. Security: Contractor shall adhere to established security and/or property entrance policies and procedures for each requesting Client Agency. It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter any Client Agency premises for the purpose of carrying out the scope of work described in this Contract.

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2. ADDITIONAL TERMS AND CONDITIONS:

- A. **Contract Separately/Additional Savings Opportunities:** DAS reserves the right to either seek additional discounts from the Contractor or to contract separately for a single purchase, if in the judgment of DAS, the quantity required is sufficiently large, to enable the State to realize a cost savings, over and above the prices set forth in Exhibit B, whether or not such a savings actually occurs.
- B. **Mandatory Extension to State Entities:** Contractor shall offer and extend the contract (including pricing, terms and conditions) to political sub-Divisions of the State (towns and municipalities), schools, and not-for-profit organizations.
- C. **P-Card (Purchasing MasterCard Credit Card):**
- (1) Purchases made by the Client Agency from the Contractor that are less than one thousand dollars (\$1,000) 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.
 - (2) 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.
 - (3) The Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.
 - (4) Questions regarding the state of Connecticut MasterCard Program may be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at (860) 713-5072.
- D. **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 ("DOC Facility") or undertake any part of the Performance unless the employees shall have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the DOC Facility.

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(B) Contractor employees who seek admittance to a DOC Facility must first undergo a background check to confirm their eligibility to be admitted into the DOC Facility. Accordingly, Contractors must obtain from the DOC a form for each such employee and complete and submit that form to DOC at least ten (10) business days prior to the date that the employee is scheduled to arrive at the DOC Facility for the Performance. Information on the form includes the following:

1. Name
2. Date of Birth
3. Social Security Number
4. Driver's License Number
5. Physical Characteristics (such as age, height, weight, etc.)

(2) Official Working Rules

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

- (A) All Contractors shall report to the Facility's security front desk for sign-in, regardless of work location, immediately upon arrival at the Facility.
- (B) All Contractor personnel shall work under the observation of an assigned correctional officer or supervisor, who will provide escort for the duration of the work.
- (C) No verbal or personal contact with any inmates.
- (D) Equipment will be checked daily and, when not in use, locked in a secure place as the Facility officials may direct.
- (E) Hacksaws, blades and files will remain in the custody of the officer assigned, except when actually being used.
- (F) The correctional officials may refuse admittance to any Contractor personnel for any cause the correctional officials deem to be sufficient.
- (G) In the event of any emergency, all Contractor personnel will be escorted outside the Facility by correctional officials.
- (H) Contractors shall address all questions pertaining to interruptions of service or to safety of the Facility to the appropriate correctional official.
- (I) Work at the Facility shall be carried on during the time between 8:00 a.m. and 12:00 Noon and between 12:30 p.m. and 4:30 p.m., the maximum allowable

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working day being eight (8) hours. The Contractor shall not Perform any work at any Facility on any Saturday, Sunday or Holiday, unless DOC determines, in its sole discretion, that there is an emergency.

- (J) The Contractor shall ensure that when all equipment is not in use, it will be unusable or be supervised to prevent use by inmates.
- (K) The Contractor shall supply to DOC a copy of all material safety data sheets for all products used in the process of construction, construction materials, and products brought onto the Facility.
- (L) All Contractors shall sign out at the Facility's security front desk prior to departure following completion of any work.

(3) Rules Concerning Department of Correction Facilities

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

(A) Restricted Areas

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

(B) Inmates

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

(C) Vehicle Control

Any Contractor personnel entering upon the Facility shall remove the ignition keys of their vehicle and lock the vehicle when they leave it for any reason. Contractors shall ensure that all equipment in, on or around the vehicles is secured and inaccessible to anyone else while in the Facility.

(D) Contraband

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- 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.
- (E) State Laws Governing Unauthorized Conveyance, Possession or Use of Items, Weapons and Certain Devices
- (4) Unauthorized conveyance of certain items brought into the Facility is governed by Connecticut General Statutes § 53a-174, which provides as follows:
- (A) 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 Connecticut General Statutes § 53a-35(a)-(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.
- (B) 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

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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 § 1, the term is not to exceed one (1) year.]

- (C) 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 Connecticut General Statutes § 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 Connecticut General Statutes § 53a-35(a)-(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 Connecticut General Statutes § 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.