

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. DESCRIPTION OF GOODS AND SERVICES:

- (a) The Contractor shall deliver Spirit® Mental Health and Spirit® Plus Mental Health Beds (collectively referred to herein as the (“Beds”) or approved equal to the Department of Correction (DOC) facility locations as noted on the Purchase Order.
- (b) Beds purchased under the contract must adhere to the technical specifications listed below:
- Model Number 5700 - must be the latest standard new production model at time of delivery as evidenced by manufacturer’s published catalog or other literature.

This Contract will allow for the purchase of optional items to include:

- Built-in scale
 - Single-zone bed exit alarm
 - Power status indicator
 - 4-inch tool-less bed extension
 - Level-all bed reset
- (c) Contractor shall notify DOC forty-eight (48) hours in advance of delivery.
- (d) Contractor shall provide DOC with signed background check release form(s) for each employee at least 10 business days in advance of delivery, in order to provide time for a background check to confirm eligibility to be admitted onsite. Please use Attachment 1 (Security Clearance Form).
- (e) Contractor shall use the identification badges provided by DOC to each employee upon sign in to facilities. Badges must be worn at all times while in the facility.
- (f) Contractor shall supply a minimum of one (1) manufacturer’s representative to train DOC personnel in the operation, service and maintenance of the Beds. All training must encompass all safety concerns when operating the Beds. The Contractor is responsible for providing all training materials at the time of the training session. All training session will be conducted on site with each Purchase Order delivery to a minimum of one (1) hour.
- (g) Training will be at no cost to DOC. Training may be waived at the discretion of DOC.
- (h) All deliveries must take place only on Monday through Friday, during normal business hours of 8:00 a.m. to 3:00 p.m. excluding State holidays.
- (i) The Contractor shall remain an authorized distributor/dealer of the Beds offered for the duration of the Contract. The Contractor shall immediately notify DOC if Contractor’s authorization or dealership is revoked, suspended or terminated.

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- (j) This Contract will allow DOC to purchase from Contractor's electronic catalog or price list alternative bed surface to include (air pumps, gel and pressure mattresses, replacement covers and other accessories or equipment).
- (k) This Contract will allow DOC to purchase the optional items listed in the Exhibit B – Price Schedule.
- (l) DOC reserves the right to request a demonstration or make an inspection of any Beds being offered prior to the Contract award. The demonstration must be held within five (5) calendar days of DOC's request and within the State.
- (m) The Contractor shall warranty Goods against defects in the material and workmanship including all parts and labor for a period of one (1) year or the manufacturer's standard warranty, whichever is greater from the date of acceptance or repair. The warranty must also include the full cost of the materials, labor, packaging and shipping required to replace defective Goods, at no charge to the Client Agency. The Contractor shall be responsible for all aspects of warranty administration and shall ensure that service is performed according to warranty procedures.

2. SECURITY CLEARANCE:

- (a) Contractor shall provide to DOC completed "Collect Background Report" form for all Contractor employees to be assigned to any request for admittance into DOC facilities. (Attachment one).
- (b) DOC shall provide a written security clearance confirmation list for Contractor employees which have been security cleared. Contractor employee shall not be granted admittance to any DOC facility without proper clearance. Contractor employee shall carry a copy of their authorized security clearance confirmation with them at all times while at any DOC facility.
- (c) Any changes in Contractor personnel during the term of the Contract shall be reported to DOC Tracie Gadrow at telephone number 860-692-7653 or by email tracie.gadrow@ct.gov at least 10 business days in advance of requested admittance.
- (d) Questions relating to the Collect Background Report Form should be directed to Tracie Gadrow at telephone number 860-692-7653 or by email at tracie.gadrow@ct.gov Completed and signed forms should be faxed to secure fax number 860-692-7755.

3. 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.

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(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 DOC 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 DOC 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) Subcontractors

Subcontracting is not allowed under this Contract.

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

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

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

(1) Facility Admittance

(A) Contractors shall not allow any of their employees to enter the grounds of or any structures in any Department of Correction ("DOC") facility ("Facility") or undertake any part of the Performance unless the employees have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Facility.

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

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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, 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:

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(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.