

**SPRINKLER, FIXED EXTINGUISHING AND HOOD SUPPRESSION SYSTEMS
EQUIPMENT SERVICE AGREEMENT**

BETWEEN

THE UNIVERSITY OF CONNECTICUT

AND

This Agreement dated _____, 2012 between the University of Connecticut (the “University”) acting herein by its _____ under Sections 4a-52a and 10a-151b, et seq. of the Connecticut General Statutes, and _____, a _____ having an office located at _____ (the “Contractor”).

WITNESSETH

WHEREAS, the University desires to engage a contractor to provide inspection, testing, maintenance, repair, data entry and other services for sprinkler, fixed extinguishing and hood suppression systems equipment located in certain of its facilities at certain of its campuses; and

WHEREAS, the University has selected the Contractor under the University’s procurement procedures for the award of the contract for such services; and

WHEREAS, the Contractor and the University wish to enter into this Agreement for the purposes of memorializing all of the terms and conditions pursuant to which the Contractor will provide such services to the University.

NOW THEREFORE, for valuable consideration and the mutual promises herein set forth, the University and the Contractor hereby agree as follows:

I. DEFINITIONS

“**Agreement**” shall mean this Sprinkler, Fixed Extinguishing, and Hood Suppression Systems Equipment Service Agreement, and all Exhibits hereto and the Request for Proposals (numbered [Number]LM and dated [Date], 2012) (the “RFP”) which is incorporated herein by reference.

“**Annual Services**” shall mean those Services to be performed annually as described in Exhibit D.

“**Claims**” shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.

“Contractor” shall mean _____

“Contractor Property” shall mean the equipment, tools and materials brought onto University property by or on behalf of the Contractor for the purposes of performing the Services but which shall remain the property of the Contractor and removed when the Service for which they are to be used is complete.

“Contractor’s Representative” shall mean that person identified as Contractor’s Representative in Article XIII, Section C.

“Data Entry Services” shall mean the inventorying, reporting and data entry responsibilities and obligations of the Contractor under this Agreement including, without limitation, those outlined on Exhibit D.

“Effective Date” shall mean the date that this Agreement is executed by the Vice President and Chief Operating Officer for the University or the Associate Attorney General, if applicable, whichever is later.

“Facilities” shall mean the buildings and facilities listed on Exhibit B.

“Fire Watch Facility” shall mean a Facility in connection with which a fire watch must be initiated if the Facility is occupied and Sprinkler Systems Equipment is rendered inoperable or deficient.

“Fixed Extinguishing and Hood Suppression Systems Equipment” shall mean the equipment listed and identified on Exhibit A, Section 2 (including the component parts thereof) which is located in the Facilities.

“Goods” shall mean all supplies, parts, materials, equipment or other tangible personal property delivered by or on behalf of the Contractor to any Facility in connection with the performance of the Services.

“Included Maintenance Services” shall mean and include those testing, inspection, maintenance and repair services required to keep the Sprinkler, Fixed Extinguishing and Hood Suppression Systems Equipment in proper operating condition including, without limitation, all of the testing, inspection maintenance and repair recommended and/or required by the Manufacturer’s Recommendations, the Connecticut State Fire Safety Code, the standards promulgated by the National Fire Protection Association (“NFPA”) and all other referenced laws and standards as set forth in, and as more particularly described in Exhibit D.

“Initial Term” is defined in Article II, Section A.

“IWMS” shall mean Integrated Workplace Management System.

“Key Personnel” shall mean the individual employees of the Contractor listed on Exhibit C.

“Laws” shall mean all applicable statutes, laws, ordinances, regulations, codes, rules or orders of, or issued by, any governmental body having jurisdiction over the Services, location of the Services or the Agreement, including without limitation Connecticut General Statutes Title 1, Chapter 10, concerning the State’s Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to 22a-194a concerning the use of polystyrene foam; all applicable National Fire Protection Association (NFPA) Codes (such as NFPA 72, 72H, 80, 90A and/or any other ones that may apply), latest revision accepted by the State Fire Marshall, Connecticut Fire Safety Codes (CFSC) and Connecticut Fire Prevention Code, latest revisions, latest revision, 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; Joint Commission on Accreditation of Healthcare Organizations, if applicable; Manufacturer recommendations and/or requirements, as well as any other applicable Occupational Safety and Health Administration, Underwriters Laboratories (UL) and/or any other Federal and/or Connecticut Regulations/Statutes/Codes and any other industry standards. **If any of these codes/requirements change and have an impact on this Agreement, such changes shall apply to this Agreement upon the effective date of such change.**

“Manufacturer’s Recommendations” shall mean instructions and recommendations published and distributed by the manufacturer of the Sprinkler, Fixed Extinguishing and Hood Suppression Systems Equipment , or any component thereof, regarding the use, testing, inspection, maintenance (preventative and otherwise), and repair of such Sprinkler, Fixed Extinguishing and Hood Suppression Systems Equipment, or component thereof.

“Quality Control and Assurance Plan” shall mean the quality control and assurance plan submitted by the Contractor in response to the RFP and accepted by the University which plan is incorporated herein by reference as if fully set forth herein.

“Records” shall mean all working papers and such other information and materials as may have been accumulated by the Contractor in performance of this Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.

“Rejected Items” shall mean supplies, materials, equipment or other tangible personal property, including without limitation, Goods, brought onto University property by, or at the request of the Contractor, and rejected by the University in the University’s sole discretion under Article IX.

“Renewal Option” is defined in Article II, Section B.

“Renewal Term” is defined in Article II, Section B.

“Residence Halls” shall mean those Facilities which house students of the University.

“Schedule of Values” shall mean the schedule of values, submitted by the Contractor to the University prior to the execution of this Agreement, allocating the entire Lump Sum Price amongst the various Facilities.

“Services” shall mean all of the services to be provided by the Contractor under this Contract including, without limitation, all Included Maintenance Services, Data Entry Services, Unit Price Services (as applicable), and all other obligations of the Contractor under this Agreement all as described in this Agreement.

“Services Schedule” shall mean the schedule for Contractor’s performance of Services as described herein and in Exhibit D.

“Sprinkler Systems Equipment” shall mean the equipment listed and identified on Exhibit A, Section 1 (including the component parts thereof) which is located in the Facilities.

“Sprinkler, Fixed Extinguishing and Hood Suppression Systems Equipment” shall mean the equipment listed and identified on Exhibit A (including the component parts thereof) which is located in the Facilities.

“Standard Service Requirements” shall mean all Laws, rules, policies and procedures of the University, and all codes standards and specifications as may be applicable to the Services including, without limitation, those set forth in Article III, Section .B.2 of this Agreement.

“Standard Work Guide” shall mean the manual of processes and procedures for Data Entry Services and conditions and procedures for authorization to perform Unit Price Services, which is incorporated herein by reference as if fully set forth in this Agreement, a copy of which has been provided to the Contractor by the University Coordinator.

“Term” shall mean the Initial Term and any and all Renewal Terms.

“Unit Price Services” shall mean, and be limited to, those services which may be required under this Agreement and which are not included in the definition of Included Maintenance Services or Data Entry Services.

“Unit Prices” shall mean the applicable unit prices set forth on Exhibit E to this Agreement.

“University and its Representatives” shall mean the University and its officers, representatives, agents, employees, and their respective successors, heirs, executors and assigns.

“University Locations” shall mean the University’s main campus in Storrs and certain of its branch campuses, and extension centers as follows: the Greater Hartford, Stamford, Torrington, Waterbury and Avery Point Regional Campuses; the UConn School of Law in Hartford; and the eight Cooperative Extensions located in Bethel, West Hartford, Torrington, Haddam, North Haven, Norwich, Vernon and Brooklyn.

“University Coordinator” shall mean the person identified in Article XIII, Section B.

II. TERM OF AGREEMENT

A. Initial Term

The term of this Agreement shall commence on the Effective Date and shall continue until and including _____, 2015 (the “Initial Term”) unless sooner terminated in accordance with this Agreement.

B. Renewal

The University shall have the option to renew this Agreement (a “Renewal Option”) for three additional periods of one (1) year each (each, a “Renewal Term”) upon the same terms and conditions contained herein. To exercise a Renewal Option the University shall provide written notice to the Contactor’s Representative no later than thirty (30) days before the end of the Initial Term or the then current Renewal Term, as applicable. The University shall exercise a Renewal Option at its sole discretion.

III. SCOPE OF SERVICES AND QUALITY CONTROL AND ASSURANCE

A. Scope of Services

1. *Services:* Throughout the Term of this Agreement, the Contractor shall provide the Services, all in accordance with the terms and conditions of this Agreement.

2. *Inclusions in Services:* Except as otherwise expressly set forth herein, the Services shall include and the Contractor shall provide, at the sole cost and expense of the Contractor, all labor (including any required training, licensing and certification), supervision, equipment, tools, parts, materials, and supplies, which are required to perform the Services under this Agreement. Details of service not explicitly stated in this Agreement, but necessarily attendant thereto, are acknowledged by the Contractor to be included as a part of Services to be performed by the Contractor under this Agreement.

3. *Exclusions from Sprinkler, Fixed Extinguishing and Hood Suppression Systems Equipment:* The following equipment and systems are not included in Sprinkler, Fixed Extinguishing and Hood Suppression Systems Equipment under this Agreement:

Fire Alarm Systems; Testing and Inspection

Fire Rated Doors Inspection, Repair and Maintenance

Smoke Dampers Testing, Inspection, Repair and Maintenance

Smoke Evacuation System Testing, Inspection, Repair and Maintenance

Emergency or Stand-By Generator Testing, Inspection, Repair and Maintenance

Fire extinguishers

B. Quality Control and Assurance

1. *Quality Control and Assurance Plan:* The Contractor shall perform all of the Services in accordance with the Quality Control and Assurance Plan.

2. *Quality of Process:* The Services shall be performed in a good and workmanlike manner and in compliance with this Agreement, all Laws, Manufacturer's Recommendations and the rules, policies and procedures of the University, and all codes standards and specifications as may be applicable to the Services including, without limitation, those set forth below.

(a) *Manufacturers' Recommendations - Specifications and Service Instructions:* For the Sprinkler, Fixed Extinguishing and Hood Suppression Systems Equipment, and all components thereof, all of the manufacturer's written instructions for testing, inspection and maintenance. For each installed or repaired component of the Sprinkler, Fixed Extinguishing and Hood Suppression Systems Equipment, and all components thereof, all of the manufacturer's written specifications for installation and repair. Manufacturers' written instructions shall be available at the subject Facility at all times testing, inspection, maintenance or repair is performed.

(b) *Connecticut State Fire Safety Code; Parts IV (2003 NFPA 101) and V (2003 NFPA 1):* The 2005 edition of the Connecticut State Fire Safety

Code including adopted amendments for existing facilities including referenced standards.

(c) *Connecticut State Building Code*: The Connecticut State Building Code for alterations or repairs to existing fire alarm systems and components.

(d) *Underwriters' Laboratories (UL) Standards*.

(e) *Occupational Safety and Health Administration (OSHA)*.

Contractor shall perform all Services in a safe manner and in compliance with all of the laws and regulations promulgated and/or enforced by OSHA.

(f) *University's Construction, Service and Maintenance Contractors' Manual*: Contractor shall perform all Services in a safe manner and in compliance with all University policies and the provisions of the University's "Construction, Service and Maintenance Contractors Manual". The referenced manual can be found here: http://ehs.uconn.edu/ppp/Contractor_EHS_Manual.pdf

(g) *Energy Star/EPP Compliance*: The State of Connecticut requires the use and purchase of ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories when available.

(h) *CHRO*: As applicable, the laws and regulations enforced by the Commission on Human Rights and Opportunity and the Equal Employment Opportunity Commission. (i) **University Standards and Requirements**: The standards set by the University through its University Coordinator for each Facility including, without limitation that set forth in the Standard Work Guide. Such requirements may include, for example, the requirement that sprinkler heads be installed in the center of a ceiling tile, that when testing or draining a the Sprinkler Systems Equipment for a particular Zone or Facility, the Contractor shall hard plumb the discharge of the Sprinkler Systems Equipment and have it directed to a catch basin or tank, and other requirements as may be established by the University and communicated to the Contractor by the University Coordinator.

3. *Quality of Personnel*: To ensure quality in Contractor's personnel/subcontractors performing the Services for the University, the following applies to any and all persons/subcontractors providing any Services under this Agreement:

(a) *Licenses*: Each such person/subcontractor shall maintain all Federal and State licenses required for that part of the Services being performed by such person/subcontractor. Licenses shall be available for review by the

University at the subject Facility for all persons/subcontractors performing Services at the Facility. When electrical services are required, such services shall be performed by an individual holding a current L-5 or E-1 license with the State of Connecticut, as applicable, depending upon the type of electrical service to be performed. When plumbing services are required, such services shall be performed by an individual holding a current license with the State of Connecticut as appropriate for the type of services to be performed.

(b) *Experience:* Contractor's technical staff/subcontractors performing Services shall be qualified and experienced to perform the Services to the satisfaction of the University Coordinator and in accordance with all of the Standard Service Requirements.

4. *Standard Work Guide:* In its performance of Services, the Contractor shall comply with all of the requirements of the Standard Work Guide.

IV. TIMING OF SERVICES

A. Scheduled Services

1. *Coordination and Scheduling of Service:* The Contractor shall coordinate the scheduling of all Services and access to the Facilities with the University Coordinator. The scheduling of Services shall comply with the scheduling requirements set forth in Exhibit D.

2. *Timing of Service:* Except as otherwise specified in this Article IV or as otherwise requested by the University, the Services shall be performed Monday through Friday (excluding State Holidays) between the hours of 8:00am and 5:00pm EST. Upon the University's request, the Contractor will, without any entitlement to any increase in compensation for Services as described in Article XII of this Agreement, perform Services outside these hours and on Saturdays and Sundays in order to avoid disruption in the University's operations.

3. *Services in Residence Halls:*

(a) Annual Services in Residence Halls shall be performed between May 15th and August 15th or during the University's Thanksgiving break, Christmas break or Spring break as reflected on the Academic Calendar for the subject academic year.

(b) As regards any Services to be performed in student's rooms, Services shall be performed in the following order – (i) Vacant rooms, (ii) rooms where the residing student is off campus but their belongings are in the rooms, and (iii) rooms where the student is on campus and his or her belongings are in

the room. As regards rooms described in (ii) and (iii), Contractor shall only have access to such rooms to perform Services as agreed by the University, between the hours of 9:00 am and 2:30 pm, and accompanied by a University supplied escort. Services to be performed in vacant rooms shall be performed between the hours of 7:00 am and 5:00 pm.

4. *Services in Other Facilities:* Services to be performed in Facilities other than Residence Halls shall be performed during the time periods provided in Section A.2 of this Article IV.

B. Call Center and Response Time

The Contractor shall continuously maintain a telephone number (preferably toll free but not required) for the University where University personnel are able to speak directly to a live person or are able to leave a voice message. The Contractor shall respond to such calls/voice mail messages within one (1) business day after such call or voice mail, with the exception of a request for the repair or replacement of inoperable Sprinkler Systems Equipment in a Fire Watch Facility in which case the response time shall be within four (4) hours after such call or voice mail.

C. Repairs and Replacements

If the Contractor detects or discovers the need for repairs or replacements of deficient or inoperable Sprinkler, Fixed Extinguishing and Hood Suppression Systems Equipment, or any component thereof, in the course of performing its other Services under this Agreement, the Contractor shall perform and complete such repairs or replacements immediately, subject to the requirements of Section D, "Unit Price Services" below. In the event that the University (rather than the Contractor) detects or discovers the need for such repairs or replacements the Contractor shall respond to a request for such repairs or replacements within one (1) business day of receipt of the request and complete such repairs or replacements within two (2) business days after receipt of the request. In the event that this repair or replacement issue renders System Equipment, or any component thereof, located in an occupied Fire Watch Facility inoperable or deficient, the Contractor shall respond to a request for such repairs or replacements within four (4) hours and complete such repairs or replacements within twenty-four (24) hours after receipt of the request. In the event that a Contractor is unable to timely complete any such requested repair or replacement, the Contractor must contact the University Coordinator as soon as they are aware of the circumstances leading to the delay.

D. Unit Price Services

If the Contractor detects or discovers a need for repairs or replacement of deficient or inoperable Sprinkler, Fixed Extinguishing or Hood Suppression Systems Equipment, or any component thereof, that the Contractor deems to be a Unit Price Service, the Contractor shall obtain the authorization of the University Coordinator to proceed, in accordance with this Agreement and the Standard Work Guide, prior to performing such repairs and/or replacements. If the Contractor fails to obtain such authorization prior to performing such repairs and/or replacements, the repairs and/or replacements shall constitute Included Maintenance Services and the Contractor shall not be entitled to receive any additional compensation for such services beyond the Lump Sum Price.

E. University's Right to Substitute Performance

The University shall have the right, in its sole discretion, at any time and for any reason, to engage another contractor to perform any part of the Services under this Agreement.

If the Contractor fails to properly perform any Services in accordance with the requirements of the Schedule and this Agreement and the Contractor has failed to remedy such failure within ten (10) days after written notice from the University, the Contractor shall be responsible for (i) any and all costs and expenses incurred by the University to engage another contractor to perform such Services in excess of the price that would have been paid to the Contractor under the terms of this Agreement for such Services; and (ii) all such other costs, expenses, liabilities and damages incurred by the University which arise as a result of the Contractor's failure to timely and properly perform its obligations under this Agreement.

F. Inspection, Testing and Maintenance Services

The Contractor shall be responsible for the completion of the inspection, testing, and maintenance of the Sprinkler, Fixed Extinguishing and Hood Suppression Systems Equipment when and as required by the Standard Service Requirements and the terms and conditions of this Agreement. For those inspections, testing, and maintenance that has not been previously scheduled with the University Coordinator, the Contractor shall provide at least forty-eight (48) hours prior notice to the University Coordinator prior to performing such inspections, tests and maintenance.

The University has the option to instruct the Contractor not to perform any test which would be required under this Agreement. If the University instructs the Contractor in writing not to perform any such test, the University shall be entitled to a corresponding reduction in the Lump Sum Price for such eliminated testing procedure based on the Schedule of Values.

V. CONTRACTOR AND STAFFING QUALIFICATIONS

A. Staffing

1. *General Administrative Requirements*

(a) The Contractor shall provide an adequate level of staffing for provision of the Services as outlined in this Agreement and shall ensure that a sufficient (but not excessive) number of employees are assigned and utilized to complete the Services in a safe and adequate manner. As regards the Unit Price Services, the University reserves the right to audit and refuse to process payment should there be findings associated with excessive hours to perform the required task or an excessive number of employees utilized to complete the necessary task.

(b) Any person assigned by the Contractor to perform Services under this Agreement shall be a full time employee of the Contractor, appropriately trained, qualified and licensed/certified to perform the Services. The Contractor may subcontract for Data Entry Services in accordance with Article XXI, Section Q of this Agreement as approved by the University. Contractor shall not subcontract any other Services under this Agreement without the prior written consent of the University Coordinator. All such persons/subcontractors shall carry personal identification and evidence of such license and/or certification, as applicable, at all times while on University property and be prepared to provide such identification and evidence to University personnel upon request.

2. *Background/Criminal Record Checks*

(a) The Contractor has provided to the University, prior to the execution of this Agreement, written confirmation that the Contractor has performed thorough background and criminal record checks as to each person who will be assigned by the Contractor to perform Services under this Agreement and that the results of such record check did not reveal any criminal or predatory history. To the extent that the Contractor assigns additional persons to perform Services, the Contractor shall, prior to the performance by such additional person of any Services, provide to the University written confirmation that the Contractor has performed a thorough background and criminal record check on such person and that the results of such record check did not reveal any criminal or predatory history. Contractor's employees and subcontractor representatives shall remain in good standing for the duration of the Contract. The University has full discretion to require the Contractor to disqualify, prevent, or remove any staff from the performance of any Services under this Agreement as a result of the contents of such background and criminal records check.

(b) The Contractor shall obtain and keep the current employment verification Form I-9 issued by the U.S. Department of Justice Immigration and Naturalization Service supporting each employee's authorization for employment in the United States (<http://www.uscis.gov/i-9>). The University reserves the right to audit such documentation.

(c) The Contractor shall not assign or permit any person to perform Services under this Agreement who is under supervision or jurisdiction of any parole, probation or correctional authority.

(d) The Contractor shall not assign or permit any person to perform Services under this Agreement if such person was previously an employee of the University and whose employment was terminated by the University for cause.

B. Key Personnel

1. *Supervisor:* The Contractor shall assign a full time dedicated supervisor who shall be responsible for overseeing and supervising the performance of Services under this Agreement. Such supervisor shall be the University's primary interface with the University's Coordinator.

2. *Key Personnel:* In the event the Contractor desires to substitute any Key Personnel, either permanently or temporarily, the Contractor shall provide written notice to the University Coordinator of the proposed substitution and the University shall have the right to disapprove the proposed personnel change by written notice to the Contractor.

3. *Substitution of Employees/Subcontractors:* Should an employee of the Contractor performing any portion of the Services leave the Contractor's employ or a subcontractor of the Contractor cease to provide any portion of the Services, prior notification shall be given to the University. It is the Contractor's responsibility to replace any employee/subcontractor with an equally experienced and suitable employee/subcontractor. The Contractor shall arrange for knowledge transfer. The University reserves the right to require the Contractor to replace any employee or subcontractor assigned to the Services if, in the sole determination by the University, such person or subcontractor is unacceptable. The Contractor shall not be entitled to any adjustment in compensation or scheduling in connection with such determination by the University.

C. Connecticut Department of Labor Standard Wage Rates:

The Contractor shall comply with the laws and regulations of the State of Connecticut, including, without limitation, the requirements of Connecticut General Statutes §31-57f as regards the payment of wages and applicable wage rates. It is the responsibility of the Contractor to monitor wage rates issued by the Connecticut Department of Labor to ensure that employees are paid the applicable and most current Standard Wage Rates provided by the Connecticut Department of Labor. The Contractor should contact the Connecticut Department of Labor with any questions at: www.ctdol.state.ct.us.

VI. OBLIGATIONS OF THE UNIVERSITY

A. Diagnostic Equipment and Documentation

The University shall permit the Contractor to use all diagnostic equipment and documentation in the possession of the University from the manufacturer or supplier of the Sprinkler, Fixed Extinguishing and Hood Suppression Systems Equipment as needed by the Contractor to perform the Services. In the event this requires the permission, license, or authorization of a third party, the University shall use reasonable efforts to obtain it.

B. Access

The University shall provide the Contractor and its staff with access to the Sprinkler, Fixed Extinguishing and Hood Suppression Systems Equipment, as set forth in this Agreement, for the purposes of performing the Services. The Contractor acknowledges receipt of a copy of the University's Access Procedures and Policies and shall comply therewith in the performance of its obligations under this Agreement. Such procedures and policies include, but are not limited to, the requirement that the Contractor sign in upon entering University property and sign out, upon leaving the property, with the University Coordinator, unless directed otherwise by the University. Failure to sign in or out or leave a signed work ticket at the Facility, whether intentional or unintentional, shall be evidence that Services were not in fact performed. The University shall retain the option of having a representative of the University present at the time of the Contractor's performance of Services.

C. University's Rules and Regulations

The University shall provide the Contractor with access to all applicable University rules and regulations and inform the Contractor of any regulatory or operational changes impacting the delivery of the Services to be provided pursuant to this Agreement.

VII. CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND GUARANTIES

A. Representations and Warranties

The Contractor represents and warrants to the University, which representations and warranties shall survive the termination of this Agreement, that:

- (a) Contractor is a(n) _____, duly organized, validly existing and in good standing under the laws of the State of _____ authorized to conduct business in the State of Connecticut in the manner contemplated by this Agreement.

- (b) Contractor has taken all necessary action to authorize the execution, delivery and performance of this Agreement and have the power and authority to execute, deliver and perform their obligations under this Agreement.
- (c) Contractor will comply with all applicable Laws in satisfying its obligations to the University under and pursuant to this Agreement.
- (d) Contractor's execution, delivery and performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable:
- (1) any provision of any of the Laws;
 - (2) any order of any court or the State; or
 - (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound.
- (e) Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with the State of Connecticut or any agency thereof, including without limitation, as a result of any action of the Commission on Human Rights and Opportunities or the Connecticut State Labor Commissioner.
- (f) As applicable, Contractor has not, within the three years preceding the date of this Agreement, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would perform Services under this Agreement, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (g) Contractor is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above.
- (h) Contractor has not within the three years preceding the date of this Agreement had one or more contracts with any governmental entity terminated by such entity due to any breach by the Contractor.
- (i) Contractor has not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure this Agreement and that Contractor has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement or any assignments made in accordance with the terms of this Agreement.
- (j) To the best of the knowledge of the Contractor, there are no Claims involving the Contractor or any of its subcontractors that might reasonably be expected to materially adversely affect the Contractor's or such subcontractor's businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under this Agreement.
- (k) Contractor shall disclose, to the best of their knowledge, to the University in writing any Claims involving the Contractor that might reasonably be expected

to materially adversely affect Contractor's business, operations, assets, properties, financial stability, business prospects or ability to perform fully under this Agreement, no later than ten (10) days after becoming aware or after Contractor should have become aware of any such Claims.

(l) Contractor's participation in the bid in connection with the RFP is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;

(m) Contractor's bid submitted in response to the RFP was not made in connection or concert with any other person, entity or bidder, including any Affiliate of any other bidder, and is in all respects fair and without collusion or fraud.

(n) Contractor is able to perform under this Agreement using Contractor's own resources or the resources of a party who was not a bidder for the Services.

(o) Contractor has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in the State of Connecticut.

(p) Contractor has a record of compliance with Occupational Health and Safety Administration regulations without any unabated willful or serious violations.

(q) Contractor owes no unemployment compensation contributions.

(r) Contractor is not delinquent in the payment of any taxes owed, or, that Contractor has filed a sales tax security bond, and Contractor has, if and as applicable, filed for motor carrier road tax stickers and has paid all outstanding road taxes;

(s) All of Contractor's vehicles have current registrations and, unless such vehicles are no longer in service, Contractor shall not allow any such registrations to lapse. Such vehicles shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by Connecticut Department of Motor Vehicles or as required by provisions imposed by the law of the jurisdiction where the motor vehicle is registered. Each person who uses or operates a motor vehicle at any time in the performance of this Agreement for the Contractor shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by Connecticut Department of Motor Vehicles such other jurisdiction for any reason or cause. Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000

pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.

(t) Except to the extent modified or abrogated in this Agreement, all right, title and interest shall pass to the University upon complete installation, testing and acceptance of the Services and payment by the University.

(u) If either party terminates this Agreement in accordance with the provisions of this Agreement, Contractor shall relinquish to the University all right title and interest to the Goods, accepted and paid for (except to the extent any invoiced amount is disputed) by the University.

(v) With regard to third party products provided with the Goods, Contractor shall transfer all licenses which Contractor is permitted to transfer in accordance with the applicable third party license.

(w) Contractor shall not copyright, register, distribute or claim any rights in or to the Goods after the effective date of this Agreement without the University's prior written consent.

(x) Contractor either owns or has the authority to use all the Goods, and the Goods are not the subject of any encumbrances, liens or claims of ownership by any third party.

(y) The Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

(z) The University's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

(aa) If the Contractor procures any Goods, they shall sub-license such Goods such that the University shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods.

(bb) Contractor shall assign or otherwise transfer to the University, or afford the University the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the University.

B. Guarantees

Contractor hereby guarantees, which guarantees shall survive the termination of this Agreement that Contractor shall:

(a) Perform fully under this Agreement;

(b) Guarantee the Services (including without limitation all of the parts and equipment used in connection therewith) against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the University's option, replace them;

(c) Furnish adequate protection from damage to any Sprinkler, Fixed Extinguishing and Hood Suppression Systems Equipment and the Facilities and to

repair damage of any kind, arising from the act or omission of any person for whom the Contractor is responsible;

(d) Furnish adequate protection from the accidental discharge of any Fixed Extinguishing and Hood Suppression Systems Equipment and, to the extent such accidental discharge occurs and it arises from the act or omission of any person for whom the Contractor is responsible, the Contract shall, at the sole cost and expense of the Contractor, replenish the Fixed Extinguishing and Hood Suppression Systems Equipment promptly after the occurrence of such discharge.

(e) Furnish adequate training, instruction and supervision as regards the Data Entry Services to protect the University's data base and electronic systems from corruption, damage or access to such data base or systems by unauthorized persons.

(f) With respect to the provision of the Services, pay for all permits, licenses and fees and give all required or appropriate notices;

(g) Adhere to all contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and

(h) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

VIII. REPAIR PARTS, EQUIPMENT AND WARRANTY

A. Parts and Equipment

1. *Stock:* Contractor shall maintain an adequate stock of authorized parts and materials dedicated to the Sprinkler, Fixed Extinguishing and Hood Suppression Systems Equipment manufacturer's systems. Whether or not stocked by the Contractor, all of such parts and materials must be capable of being obtained by the Contractor upon twenty-four (24) hours notice.

2. *Condition of Parts and Equipment:* All replacement/repairs parts and equipment, miscellaneous parts and materials shall be newly manufactured and shall be guaranteed by the Contractor to be standard new equipment, latest model of regular stock product and current production. No attachment or part shall be substituted or applied contrary to the Manufacturer's Recommendations and standard practice. Parts shall meet or exceed Sprinkler, Fixed Extinguishing and Hood Suppression Systems Equipment manufacturer's specifications. Any parts replaced under the terms of this Agreement shall be replaced with parts from the same manufacturer as the part that is being replaced or authorized as an acceptable replacement by the original equipment manufacturer. Contractor shall

use only factory-authorized parts/equipment unless pre-authorized in writing by the University.

3. *Direct Purchase of Parts and Equipment:* The University shall have the option to (i) provide parts and equipment from its own stock for Contractor's use in the provision of Services; (ii) purchase equipment and parts directly from the manufacturer for Contractor's use in the provision of Services; and (iii) make necessary repairs on its own, or hire a third party to make such repairs on the Sprinkler, Fixed Extinguishing and Hood Suppression Systems Equipment, all as the University shall elect in its sole discretion. To the extent that the provision of such equipment and/or parts is included in the Lump Sum Price, the University shall be entitled to a corresponding credit against the Lump Sum Price.

B. Warranty on Parts and Equipment

1. *New Parts and Equipment:* The Contractor shall provide to the University all manufacturers' warranties as regards new parts and equipment utilized by the Contractor in the performance of the Services. In no case shall the Contractor utilize parts or equipment in the performance of the Services that carry a manufacturer's warranty of less than ninety (90) calendar days.

2. *Refurbished Parts or Equipment:* The Contractor shall only use refurbished parts or equipment in the performance of Services upon the express permission of the University Coordinator. If the Contractor is granted such permission all refurbished parts and equipment shall carry a minimum of a ninety (90) calendar day replacement warranty, inclusive of labor.

C. General Warranty

The warranty period applicable to the Services is for a minimum one (1) year or the manufacturer's standard warranty, whichever is longer and shall begin immediately after installation, testing and University acceptance. The warranty shall provide the full cost to replace the defective item(s) and any labor, packing, shipping, etc. required to replace the defective item(s). The products shall be represented and warranted to be free from defects in materials or workmanship, and shall 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 significant functional downtime to the University's operations during the warranty period. If, during the warranty period, such faults develop, the unit or component affected shall be repaired or replaced without any cost to the University. Where accessories are to be supplied, they shall be compatible with the rest of the Sprinkler, Fixed Extinguishing and Hood Suppression Systems Equipment. Services performed under this Agreement shall be fully guaranteed by the Contractor against defect due to faulty material and/or workmanship.

D. Survival

The warranty obligations under this Article VIII shall survive the termination of this Agreement.

IX. RIGHTS OF INSPECTION AND REJECTED GOODS

A. Rights of Inspection

The University shall be entitled to inspect all Goods to determine whether they comply with all of the specifications and requirements of this Agreement. If any of such Goods fails in any way to meet the specifications and requirements of this Agreement, the University may, in its sole discretion, either reject such Goods and owe nothing to the Contractor therefore or accept such Goods and pay for them on an adjusted price basis, depending on the degree to which the particular Goods meet the specifications and requirements of this Agreement. Any decision pertaining to any such failure or rejection of Goods shall be final and binding. To the extent that the provision and/or installation of the Goods is included in the Included Maintenance Services, such credit or payment shall be rendered by way of an adjustment in the Lump Sum Price.

B. Rejected Items; Abandonment of Rejected Items and Contractor Property

1. *Notice and Removal:* The University may, by written notice to the Contractor, direct the Contractor to remove any Contractor Property and/or or any supplies, materials, equipment or other tangible personal property brought onto University property by, or at the request of the Contractor, from University property. Upon receipt of such notice, the Contractor shall remove all such Contractor Property and/or Rejected Items, as applicable, in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Items and Contractor Property in accordance with the terms and conditions of the written notice shall mean, for the Contractor and any of its subcontractors, that:

- (a) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed all Rejected Items and Contractor Property that is the subject of the written notice; and
- (b) relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") such Rejected Items and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Items and Contractor Property, (B) vesting Title to the Rejected Items and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Items and Contractor Property;

- (c) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Items or Contractor Property;
- (d) they vest authority, without any further act required on their part or the University's part or on the part of the State to use or dispose of the Rejected Items and Contractor Property, in the University's sole discretion, as if the Rejected Items and Contractor Property were the University's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
- (e) if the University incurs any costs or expenses in connection with disposing of the Rejected Items and/or Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Items and Contractor Property, auction and other activities, the University shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the University no later than thirty (30) days after the date of invoice; and
- (f) they do remise, release and forever discharge the University and its Representatives of and from all Claims which they, jointly or severally, ever had, now have or will have against the University and Its Representatives arising from the use or disposition of the Rejected Items and Contractor Property.

X. ADDITIONS AND DELETIONS OF EQUIPMENT

A. Additions and Deletions

1. *Based on Inaccuracies in Sprinkler, Fixed Extinguishing and Hood Suppression Systems Equipment - Exhibit A:* If, subsequent to the execution of this Agreement, it is discovered that Exhibit A improperly excludes, includes, identifies or categorizes the Sprinkler, Fixed Extinguishing and Hood Suppression Systems Equipment, this Agreement will be amended to provide for a corrected/updated Exhibit A.

2. *University Discretion:* The University retains the right to add or delete Sprinkler, Fixed Extinguishing and Hood Suppression Systems Equipment (including, without limitation the addition or deletion of an entire Facility) to or from this Agreement in its sole discretion by written notification from the University Coordinator to the Contractor's Representative. In the event of such addition or deletion, this Agreement will be amended to provide for an amended Exhibit A.

3. *Notice of Addition or Deletion:* The University shall attempt to provide advance notice to the Contractor of all additions or deletions of any equipment and/or Facility from this Agreement. However, if Contractor should receive a request for Services and the individual piece(s) of equipment upon which Services are requested to be performed is not listed on Exhibit A, the Contractor shall

promptly notify the University Coordinator thereof by telephone and, unless instructed otherwise by the University Coordinator, proceed to perform the requested Services as if such equipment was listed on Exhibit A. The Contractor shall be compensated for such Services to the extent provided in Article XII, Section B.

XI. DATA ENTRY AND REPORTING REQUIREMENTS

A. Data Entry

It shall be the Contractor's responsibility as a part of the Services to input all data and information as required by the University regarding the Services and the Sprinkler, Fixed Extinguishing and Hood Suppression Systems Equipment into the University's IWMS, which is currently the Facilities Asset Management Information System (FAMIS) pursuant to the requirements set forth in Exhibit D. The University reserves the right to replace its IWMS during the life of this Agreement and the Contractor is expected to execute the documentation and reporting requirements for any replacement system as stated for the then current IWMS. The Contractor shall be proficient with the University's IWMS either through prior experience with the software or through a recognized training process that provides proof of training in the IWMS. Prior to the University providing the Contractor with access to the University's IWMS, the Contractor shall demonstrate to the satisfaction of the University that the Contractor's staff or the Contractor's subcontractor and its staff, as applicable, is properly trained and qualified to perform the Data Entry Services.

B. Reports

Until such time as the University notifies the Contractor that paper reporting is not required, the Contractor shall comply with the following reporting requirements:

1. *Daily Reports:* On a daily basis, the Contractor shall submit to the University's Coordinator a report describing all Services provided on such date, including detail regarding any deficiencies or defects discovered, which report shall be in an electronic non-proprietary format as designated by the University.
2. *Bi-Weekly Reports:* No less frequently than bi-weekly, the Contractor shall submit to the University's Coordinator (i) a report of all Services provided since the date of the last bi-weekly report submitted which shall be in an electronic spreadsheet file in the University's prescribed format; (ii) a back-up paper copy of the written service report; and (iii) all documentary evidence associated therewith.
3. *Monthly Reports:* The Contractor shall submit to the University's Coordinator, on a monthly basis, along with the monthly invoice for Services, a

summary report of all Services provided in the period covered by such invoice. The summary report shall delineate, by Facility, the labor charges, Sprinkler, Fixed Extinguishing and Hood Suppression Systems Equipment or components replaced, Sprinkler, Fixed Extinguishing and Hood Suppression Systems Equipment inspected, tested, maintained and/or repaired, dates Services were performed, explanation of Services performed and the itemized charges regarding the Services. The summary report should be consistent with the associated invoice submitted to the University with such report. Electronic copies of invoices for all equipment/parts shall also be included with the monthly invoice.

XII. COMPENSATION

A. Payment

1. *Basis for Payment/Rates:*

(a) **Included Maintenance Services and Data Entry Services:** In consideration of the performance of all of the Services with the exception of Unit Price Services in accordance with all of the terms and conditions of this Agreement for the Initial Term, the Contractor shall receive the fixed lump sum amount of \$_____ (the "Lump Sum Price"). The Lump Sum Price shall fully compensate the Contractor for all costs and expenses of providing the Included Maintenance Services, the Data Entry Services and performing all of its obligations under and in accordance with the terms and conditions of the Contract, including, but not limited to, all labor, parts, equipment, materials, supplies, equipment for inspections and testing, all administration and supervision, reports and other requirements and all overhead costs and profit. Labor, parts and equipment required due to obsolescence are part of Included Maintenance Services. Details of service not explicitly stated in this Agreement, but necessarily attendant to the performance of the Services, (other than the Unit Price Services) are acknowledged by the Contractor to be included as a part of the Services to be performed by the Contractor under this Agreement and included in the Lump Sum Price. Should the University exercise a Renewal Option, the Lump Sum Price applicable to the associated Renewal Term shall be that lump sum price which is agreed by the Contractor and the University through negotiations which will take place prior to the commencement of such Renewal Term. This Agreement shall be amended to reflect the agreed lump sum price.

(b) **Unit Price Services:** In consideration of the performance of the Unit Price Services in accordance with all of the terms and conditions of this Agreement, the Contractor shall receive payment based on the Unit Prices. Should the University exercise a Renewal Option, the Unit Prices applicable to the associated Renewal Term shall be those unit prices which are agreed by the Contractor and the University through negotiations which will take place prior to the commencement of such Renewal Term. This Agreement shall be amended to reflect the agreed unit prices.

2. *Procedure for Payment:* The Contractor shall submit monthly invoices for payment in the form, and including the detail and information, required by the University. The invoiced amount for Included Maintenance Services shall be based on the Included Maintenance Services performed in the period covered by the invoice and consistent with the Schedule of Values. To the extent any properly authorized Unit Price Services were performed in the period covered by an invoice, the Contractor shall submit a separate invoice for such Unit Price Services based on the Unit Prices. The Contractor shall submit such invoices no later than the 15th day of each month during the Term of this Agreement for Services provided in the previous month and the University shall pay such invoices within 45 days after receipt. Invoices shall be submitted along with the monthly report and supporting documentation as required under this Agreement unless otherwise directed by the University.

3. *Withholding of Payment:* If the University believes that the Contractor has not performed according to this Agreement, the University may withhold payment in whole or in part pending resolution of the performance issue, provided that the University notifies the Contractor in writing of its intent to do so.

B. Compensation for Additional and/or New Equipment:

In the case of additions or deletions to, or modifications of, Sprinkler Systems Equipment in one or more of the Facilities included under this Agreement, the Contractor will be required to provide Services for the added and/or modified Sprinkler Systems Equipment without any changes in the Lump Sum Price or the Schedule of Values. If the University deletes an entire Facility from this Agreement, the Lump Sum Price shall be reduced based on the amount allocated to such Facility in the Schedule of Values. If the University adds a new building to the Facilities under this Agreement, the Lump Sum Price shall be adjusted, which adjustment shall be based on the amount allocated in the Schedule of Values for a Facility that is most comparable to the new building as determined in the reasonable discretion of the University. Such adjustment in the Lump Sum Price shall be the sole compensation to which the Contractor will be entitled for Included Maintenance Services on the Sprinkler Systems Equipment in the new building.

In the case of additions of Fixed Extinguisher and Hood Suppression Systems Equipment, the Lump Sum Price shall be adjusted based on the Unit Prices. In the case of deletions of Fixed Extinguisher or Hood Suppression Systems Equipment, the Lump Sum Price shall be adjusted based on the Schedule of Values. Such adjustment in the Lump Sum Price shall be the sole compensation to which the Contractor will be entitled for Included Maintenance Services.

C. Supporting Documentation and Information Required

Along with each invoice submitted to the University, the Contractor shall submit the following supporting documentation and/or information

- (a) A description of each of the Services performed for which payment is requested;
- (b) The date of performance of such each of such Services;
- (c) As to any Service which was requested by the University, or which required the University's pre-approval, the name of the person who made the request or provided the approval and the date of Contractor's receipt of such request and/or approval, as applicable; and
- (d) Such other information and/or documentation as the University may request.

The above supporting documentation and/or information shall be submitted in the form and format consistent with the Schedule of Values and Unit Prices, as applicable, to enable the University to properly verify the propriety and accuracy of the invoice amount requested.

E. Contractor's Official Payee

The name and address of the official payee on behalf of the Contractor to whom payment shall be made is as follows:

F. Travel Expenses

The University shall not be responsible for the payment of any of Contractor's travel expenses.

G. Contractor's Expenses

The Contractor shall pay for all licenses, permits, and inspection fees or similar charges required in the performance of the Services under this Agreement.

H. Annual Appropriation

The State of Connecticut's and the University's performance and obligations to pay for Services under this Agreement are contingent upon an annual appropriation by the Connecticut State Legislature in an amount sufficient to compensate the Contractor for Services hereunder for the subject year.

XIII. CONTRACT MANAGEMENT AND COMMUNICATIONS

A. Communications

Communications from the University to the Contractor, which may be oral or written will be in three (3) forms: routine, informal and formal. For the purposes of this Agreement, the following definitions shall apply:

Routine: All normal oral or written communications generated by the University and directed to the Contractor relating to delivery of Services.

Informal: Special oral or written communications from the University to the Contractor deemed necessary based upon either Contractor's compliance with the Agreement or issues with quality of Services.

Formal: Same as informal but more limited in nature and usually reserved for significant issues such as Contractor's breach of this Agreement, Contractor's failure to provide satisfactory performance, or termination of this Agreement. Formal communications shall also include requests for changes in the scope of the Services, modifications to this Agreement and billing adjustments. The Contractor shall respond to informal and formal communications in writing, transmitted by facsimile and/or email, with follow-up by hard copy mail.

A date/numbering system shall be utilized for tracking of formal communications.

The only University personnel authorized to use formal contract communications is the Director of Procurement Services (currently Matthew Larson). Designees or other persons authorized to utilize formal communications must be agreed upon by both parties and identified in writing within ten (10) days after the execution of this Agreement. Notification of any subsequent changes must be provided in writing prior to issuance of any formal communication from the change designee or authorized representative.

B. University's Coordinator

1. *University Coordinator:*

Name and Contact Information: _____

C. Contractor's Representative

Name and Contact Information: _____

D. Contract Management Changes

After execution of this Agreement, any changes in the information contained in this Article XIII, will be provided to the other party in writing and a copy of the written notification shall be maintained in the official Contract record.

XIV CONTRACTOR'S INSURANCE AND GUARANTEE

A. Contractor's Insurance Requirements

The Contractor agrees to provide adequate insurance coverage on a primary and comprehensive basis and to hold such insurance at all times during the Term of this Agreement. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the University under this Agreement.

The Contractor shall maintain statutory workers' compensation and employers' liability insurance, comprehensive automobile liability insurance and commercial general liability insurance not less than the minimum limits as set forth below all at no cost to the University or the State of Connecticut.

Statutory Workers' Compensation and Employers' Liability:

Workers' Compensation:	Statutory limits
Employers' Liability:	
Bodily injury by accident:	\$100,000 each accident
Bodily injury by illness:	\$100,000 each employee \$500,000 policy limit

Commercial General Liability:

Combined single limit:	\$1,000,000 each occurrence \$2,000,000 annual aggregate
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Comprehensive Automobile Liability:

(to include owned, non-owned and hired vehicles):	
Combined single limit:	\$1,000,000 each occurrence

Umbrella Liability:	\$5,000,000 each occurrence
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Each of the policies for the insurance mentioned above will be issued by an insurance company or companies satisfactory to the University and will contain a provision that coverages will not be changed, canceled, or non-renewed until at least thirty (30) calendar days prior written notice has been given to the University. Each insurance policy will state that the insurance company agrees to investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance. Such insurance policies will name the State of Connecticut, the University of Connecticut, their officers, officials, employees, agents, boards and commissions as additional insureds,

except that the University and the State will not be named as an additional insured with respect to the coverage for the statutory workers' compensation and employer's liability insurance. Certificates of insurance shall clearly indicate the title and date of this Agreement or some easily identifiable reference to the Contractor's relationship to the University. Certificates of insurance showing such coverages as required in this section will be filed with the University prior to the time this Agreement is executed on behalf of the University. Upon the request of the University, the Contractor will provide to the University a copy of any of the aforementioned policies, and any endorsements or amendments thereto.

B. Performance Guarantee

The Contractor shall furnish the University with a Performance Guarantee in the amount of the Lump Sum Price (as it shall be amended in accordance with this Agreement) that shall be in effect for a time frame equal to the Term of this Agreement. The form of the guarantee shall be a bond, cashier's check, or money order made payable to the University. The guarantee shall be furnished to the University's Coordinator within thirty (30) days after execution of this Agreement. No payments shall be made to the Contractor until the guarantee is in place and approved by the University in writing. Upon renewal of this Agreement, the Contractor shall provide proof that the performance guarantee has been renewed for the Renewal Term.

XV CONTRACTOR'S INDEMNITY AND ASSUMPTION OF LIABILITY

To the maximum extent allowed by law, the Contractor shall indemnify, defend and hold harmless the University and the State of Connecticut, their employees, agents, and subcontractors from and against any and all claims, liabilities, demands, damages, costs and expenses (including all reasonable attorneys' fees) to the extent caused by or resulting from any act or omission, negligence, willful misconduct, or breach of this Agreement by, or which is the fault of, the Contractor, its employees, subcontractors or anyone for whom the Contractor is responsible. This indemnification will survive the completion of the Services and termination of this Agreement to the maximum extent allowed by law. Contractor's indemnification obligations shall include, without limitation, a full and complete responsibility for the Services, and any cost, liability or expense incurred by the University arising from the failure of Contractor, its representatives, agents, subcontractors and/or its or its subcontractors' employees to take appropriate and reasonable action to prevent damages or breakdowns of the Sprinkler, Fixed Extinguishing and Hood Suppression Systems Equipment and for the Contractor's or its subcontractor's violation of any end user licensing agreement to which the University is a party and which is associated with the Services. In fulfilling its indemnification and defense obligations hereunder, the Contractor shall use legal counsel reasonably acceptable to the University.

Nothing in this Article XV will be construed as obligating the Contractor to indemnify or hold harmless any of the parties indemnified under this Article XV against liability for

damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of such indemnified party, or such party's agents or employees.

Further, the Contractor shall be liable to the University for any and all damages sustained by the University as a result of the acts or omissions of the Contractor, its subcontractors and others for whom the Contractor is responsible, including, without limitation, any damage to the University's data base and electronic systems.

The Contractor's obligations under this Article XV shall survive the termination and expiration of this Agreement.

XVI MODIFICATION OF AGREEMENT AND SCOPE CHANGE

1. *Modifications:* Unless otherwise expressly stated herein, modifications to any provision of this Agreement shall be effective only if such modifications are memorialized in a formal written amendment to this Agreement executed by both parties and approved by the Office of the Attorney General, to the extent required.

2. *Scope Changes:* During the Term of this Agreement, the University may unilaterally require, by written order, changes altering, adding to, or deducting from the Services and/or additions or deletions from the Sprinkler, Fixed Extinguishing and Hood Suppression Systems Equipment Equipment and/or Facilities as described in Article X, provided that such changes are consistent in character and within the general scope of the services to be provided under this Agreement.

XVII TERMINATION

A. Termination

The University shall have the right to terminate this Agreement whenever the University makes a determination that such termination is in the best interests of the University. The University shall notify the Contractor in writing of termination pursuant to this Section A, which notice shall specify the effective date of termination and the extent to which the Contractor must complete any Services under this Agreement prior to such date.

Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

B. Obligations of Contractor upon Termination by the University

Upon receipt of notice of termination, the Contractor shall cease the performance of Services as directed by the University in the notice, and take all actions that are necessary or appropriate, or that the University may reasonably direct, for the protection and preservation of the Sprinkler, Fixed Extinguishing and Hood Suppression Systems Equipment and Facilities. Except as otherwise instructed by the University, the Contractor shall terminate any subcontracts entered into by the Contractor in connection with the Services and shall not enter into any further subcontracts, purchase orders or commitments as regards this Agreement.

C. Damages

If the University terminates this Agreement without cause, the Contractor shall be entitled to receive, as its sole remedy, all amounts due and owing as of the effective date of termination plus an amount equal to the Contractor's actual and reasonable costs incurred after the effective date of termination to protect and preserve the Sprinkler, Fixed Extinguishing and Hood Suppression Systems Equipment and Facilities as described in Section B. above. The Contractor hereby waives and forfeits all other claims for payment and damages including, without limitation, anticipated profits.

If the University terminates this Agreement due to a breach of this Agreement by the Contractor, the amounts due and owing as of the effective date of termination, if any, shall be withheld until such time as the University is able to determine any and all damages sustained by the University which arise from such breach. Once the University has determined the total amount of such damages, the amount, if any, due and owing to the Contractor on the effective date of termination shall be reduced by the amount of such damages. If the damages exceed such amount due, the Contractor shall promptly pay to the University the amount of such excess. If such amount due exceeds the University's damages, the University shall remit payment to the Contractor in the amount of such excess. Under no circumstances shall the Contractor be entitled to receive, nor shall the University be obligated to tender to the Contractor, any payments for anticipated or lost profits. Upon request by the University, the Contractor shall assign to the University, or any replacement contractor which the University designates, all subcontracts, purchase orders and other commitments, deliver to the University all Records and other information pertaining to its performance, and remove from the University's premises, whether leased or owned, all of Contractor's Property, waste material and rubbish related to Contractor's performance, all as the University may request.

D. Setoff

In addition to all other remedies that University may have, the University, in its sole discretion, may set off: (1) any costs or expenses that the University incurs resulting from the Contractor's unexcused nonperformance under this Agreement and under any other agreement or arrangement that the Contractor has with the

University or the State of Connecticut or any agency thereof, including without limitation attorneys fees and legal costs, and (2) any other amounts that are due or may become due from the University to the Contractor, against amounts otherwise due or that may become due to the Contractor under this Agreement, or under any other agreement or arrangement that the Contractor has with the University, the State of Connecticut or agency thereof. The University's right of setoff shall not be deemed to be the University's exclusive remedy for the Contractor's breach of this Agreement, and all other remedies that the University may have under law or equity shall survive any setoffs by the University.

XVIII DISPUTE RESOLUTION

A. Mediation of Disputes

In the event of any disputes arise between the parties under this Agreement, the parties agree to use the following procedure prior to and as a precondition to either party pursuing any other available remedies, including arbitration or litigation.

1. A meeting will be held promptly between the parties, attended by individuals with decision making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.
2. If, within thirty (30) days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, the parties agree to submit the dispute to non-binding mediation in accordance with the Commercial Rules of the American Arbitration Association.
3. The parties will jointly appoint a mutually acceptable mediator, seeking assistance in such regard from the American Arbitration Association if they have been unable to agree upon such appointment within twenty (20) days from the conclusion of the negotiation period.
4. The parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) days. If the parties are not successful in resolving the dispute through the mediation, then the parties may pursue other legal remedies available to them.

B. Arbitration or Litigation of Disputes

1. *Claims Commissioner:* Any claim by the Contractor under this Agreement which is not resolved through mediation, or any other procedure set forth in this Agreement, will be subject to the provisions of Chapter 53 of the Connecticut General Statutes. The Contractor acknowledges and agrees that the sole and exclusive means for the presentation of any claim against the University or the State of Connecticut arising from this Agreement shall be in accordance

with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

2. *Sovereign Immunity*: The parties acknowledge and agree that nothing in the RFP or this Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses or any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers or employees, which they may have had, now have or will have with respect to all matters arising out of this Agreement. To the extent that this Section B conflicts with any other section of this Agreement, this section shall govern.

3. *University's Claims Against the Contractor*: Should the University have a claim against the Contractor which has not been resolved by mediation or any other procedure set forth in this Agreement, the parties agree that the University will have the option of either prosecuting the claim against the Contractor in an appropriate court of general jurisdiction in the State of Connecticut as selected by the University, or by filing a demand for arbitration pursuant to the Commercial Rules of the American Arbitration Association which arbitration shall take place in Mansfield, Hartford or such other location in the State of Connecticut as selected by the University. The Contractor hereby submits to the jurisdiction of the courts of the State of Connecticut.

XIX BOOKS AND RECORDS

A. Records:

The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the University under this Agreement, and agrees to be subject to financial and compliance audits by the University or the State of Connecticut as requested to ensure that all related party transactions are disclosed to the auditor. The Contractor shall include these same record-keeping obligations in all subcontracts and assignments related to this Agreement.

B. Retention of Records

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Agreement for a period of five (5) years after the termination of this Agreement. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the University and the terms of this Agreement. Copies of all records and documents shall be made available to the University upon request. All invoices and documentation must be

clear and legible for audit purposes. All documents must be retained by the Contractor at the address listed in the preamble to this Agreement, Contractor's Representative at the address listed in Article XIII, Section C, or by the Official Payee at the address listed in Article XI, Section E for the duration of this Agreement. Any records not available at the time of an audit will be deemed unavailable for audit purposes. The Contractor shall advise the University of the location of all records pertaining to this Agreement and shall notify the University by certified mail within ten (10) days if/when the records are moved to a new location.

XX. TIME OF THE ESSENCE

Time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

XXI. MISCELLANEOUS

A. CONNECTICUT SALES AND USE TAX: The University is a tax-exempt institution. The Contractor will be familiar with the current regulations of the Department of Revenue Services. A Sales Tax Certificate is available from the University's Purchasing Department upon written request.

B. THIRD PARTIES: Nothing contained in this Agreement will be deemed to create a contractual relationship between any third party and the University or the Contractor, or be deemed to give any third party any claim or right of action against the University or the Contractor, which does not otherwise exist without regard to this Agreement.

C. NOTICE: Unless otherwise expressly set forth herein or specified in writing hereafter by the University, all notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing and shall be deemed to have been properly served if sent by Federal Express or other reputable express carrier for next business day delivery, charges billed to or prepaid by shipper; or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

If to the University: Capital Project and Contract Administration, University of Connecticut, 3 North Hillside Road, Unit 6076, Storrs, Connecticut 06269-6076.

If to the Contractor: _____.

Any party may change its Notice information by giving written notice in accordance with this Section C.

D. JOINT VENTURE: If the Contractor is a joint venture, each joint venture partner shall be jointly, severally and individually responsible to the University for the

performance of any and all obligations of the Contractor encompassed by this Agreement or as required by applicable law, and each joint venture partner shall be jointly, severally and individually liable to the University for any failures to perform such obligations in accordance with the Agreement or applicable law. In its dealings with the University, each joint venture partner shall have full authority to act in behalf of and bind the joint venture and any other joint venture partner. Each joint venture partner shall be considered to be the agent of the joint venture and of any other joint venture partner.

E. NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS, NONDISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION, EXECUTIVE ORDERS:

Non-discrimination. References in this section to "Contract" shall mean this Agreement and references to "Contractor" shall mean the Contractor.

(a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such

litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

2. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it. At the Contractor request, the University shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

F. LARGE STATE GOVERNMENT CONTRACTS

If the Contractor is a large State contractor, the Contractor will comply with the provisions of Section 4-61dd of the Connecticut General Statutes, as may be revised.

“Large State contract” and “Large State contractor” will have the same meanings as set forth in Section 4-61dd (g) of the Connecticut General Statutes, as may be revised.

Each contract between a State or quasi-public agency and a large State contractor will provide that, if an officer, employee, or appointing authority of a large State contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee’s disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of Section 4-61dd of the Connecticut General Statutes, the contractor will be liable for a civil penalty of not more than five thousand dollars (\$5,000.00) for each offense, up to a maximum of twenty per cent (20%) of the value of the contract. Each violation will be a separate and distinct offense and in the case of a continuing violation each calendar day’s continuance of the violation will be deemed to be a separate and distinct offense. The executive head of the State or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.

Each large State contractor will post a notice of the provisions of Section 4-61dd relating to large State contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

G. ETHICS AND COMPLIANCE HOTLINE: In accordance with the University’s compliance program, the University has in place an anonymous ethics and compliance reporting hotline service – 1—888-685-2637. Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns relating to University policies and procedures can report such matters anonymously. Such persons may also directly contact the University’s compliance office at: Office of Audit, Compliance, and Ethics, 9

Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526; Fax 860-486-4527. As a provider of goods and/or services to the University, you are hereby required to notify your employees, as well as any subcontractors, who are involved in the implementation of this Agreement, of this reporting mechanism.

H. CAMPAIGN CONTRIBUTION RESTRICTIONS: For all State contracts as defined in P.A. 010-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice (SEEC Form 11) attached as Exhibit A.

I. ENTIRE AGREEMENT: This Agreement contains the entire Agreement between the parties as regards the subject matter hereof. No prior stipulation, agreement or understanding, verbal or otherwise, between the parties, their agents or legal representatives will be valid or enforceable unless embodied in the provisions of this Agreement.

J. CONFLICTS/INCONSISTENCIES: In the event of inconsistencies within or between any parts or provisions of this Agreement, the RFP, any Schedule, Exhibit or Appendix to this Agreement or any applicable standards, codes and ordinances, the Contractor will: (1) provide the better quality or greater quantity of services, or (2) comply with the more stringent requirement; either or both in accordance with the University's interpretation.

K. SEVERABILITY: If this Agreement contains any unlawful provisions not an essential part of the Agreement, which appear not to have been a controlling or material inducement to the making hereof, the same will be deemed to be of no effect, and will, upon the application of either party, be stricken from this Agreement without affecting the binding force of this Agreement as it will remain after omitting such provisions.

L. GENDER NEUTRAL PROVISION: The language of this Agreement is intended to be gender neutral. Thus whenever the terms "he", "she", "his", "her", "it", or similar term is used such terms will be considered to mean "he", "she" or "it", "his", "her", or "its" or other such gender neutral phraseology.

M. CONNECTICUT LAW: It is agreed that this Agreement will be governed by, construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Connecticut.

N. COMPLIANCE WITH LAW, CODES: In performing its obligations under this Agreement, the Contractor shall comply with all applicable statutes, laws, ordinances, regulations, codes, rules or orders of, or issued by, any governmental body having jurisdiction over the Services, location of the Services or the Agreement.

O. INCORPORATION OF LAW: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the

Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion.

P. INDEPENDENT CONTRACTOR STATUS: The Contractor shall be considered an independent Contractor in the performance of its obligations and responsibilities under this Agreement. The University shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

Q. SUBCONTRACTS: The Contractor is fully responsible for all work performed under this Agreement. The Contractor shall perform all of the Services with its own full time appropriately qualified, trained and experienced staff except that the Contractor may, with the prior written consent of the University, enter into written subcontract(s) for the performance of certain Services under this Agreement. The Contractor may, upon prior notice to, and written approval of, the University, subcontract Services as follows:

1. *Data Entry Services:* Data Entry Services provided that any subcontractor providing Data Entry Services must demonstrate to the University's satisfaction prior to subcontract award that the employees of the subcontractor that will provide the Data Entry Services are properly trained in the IWMS prior to the performance of any Data Entry Services as set forth in Exhibit D.
2. *Specialized Services:* Services requiring proprietary knowledge of an original equipment manufacturer, electrical work and utilization of lift or access equipment.
3. *Subcontract Requirements:* For Data Entry Services, the intent to use subcontractors for such services should be clearly identified in the Contractor's implementation plan. For Specialized Services under paragraph 2 above, the University's approval shall be granted on a case-by-case basis. Contractor shall request approval from the University Coordinator when the need for such subcontracting arises and such request shall include a description of the justification for use of the subcontractor, the scope and duration of the subcontract, and the qualifications of the subcontractor to perform the Services which are the subject of the subcontract.

R. ASSIGNMENT: The Contractor shall not assign its responsibilities or interests under this Contract to any other party without prior written approval of the University Coordinator. The University shall at all times, be entitled to assign or transfer its rights, duties and obligations under this Agreement to another governmental agency of the State of Connecticut upon giving written notice to the Contractor.

S. FORCE MAJEURE: Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or other disputes.

T. NO WAIVER: Neither the failure nor any delay on the part of either party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, or of any other right, power or remedy; nor shall any single or partial exercise of any right, power or remedy preclude any further or other exercise thereof, or the exercise of any other right, power or remedy.

(Two Signature Pages to Follow)

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives.

University of Connecticut

By _____
Richard D. Gray
Executive Vice President and CFO
Statutory Authority: C.G.S. Sections 4a-52a,
and 10a-151b

Date signed: _____

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives.

Contractor

By _____
It's Duly Authorized

Date signed: _____

DRAFT

EXHIBITS

EXHIBIT A SPRINKLER, FIXED EXTINGUISHING AND HOOD SUPPRESSION
SYSTEMS EQUIPMENT

EXHIBIT B FACILITIES

EXHIBIT C KEY PERSONNEL

EXHIBIT D SERVICES, DEFECTS AND QUALITY ASSURANCE

EXHIBIT E UNIT PRICES

EXHIBIT F SCHEDULE OF VALUES

EXHIBIT G INVOICING SCHEDULE

DRAFT

EXHIBIT A
SPRINKLER, FIXED EXTINGUISHING AND HOOD SUPPRESSION SYSTEMS
EQUIPMENT

DRAFT

**EQUIPMENT B
FACILITIES**

(Fire Dept) Building Code	Building Name	Interior SqFt	Address
Site 01 – Storrs Campus			
010000E	SOFTBALL FIELD PRESSBOX	64.19	STADIUM ROAD
010001	STORRS HALL	28,272.32	231 GLENBROOK ROAD
010002	GULLEY HALL	12,086.63	352 MANSFIELD ROAD
010004	KOONS HALL	22,986.86	358 FAIRFIELD ROAD
010005	DAIRY BARN & SILO	571,064.47	1398 STORRS RD
010006	HAWLEY ARMORY	29,824.49	604 GILBERT ROAD
010007	MERLE S KLINCK AGRICULTURAL ENGINEE	6,686.95	1380 STORRS ROAD
010011	HOUSE 12	4,435.21	604 GILBERT ROAD
010012	HOUSE 29, GILBERT RD	4,939.08	603 GILBERT ROAD
010013	HOUSE 13 - GILBERT ROAD	3,545.09	606 GILBERT ROAD
010019	HOUSE 22, GILBERT RD	4,945.62	613 GILBERT ROAD
010023	HOUSE 27	3,279.29	417 WHITNEY ROAD
010024	HOUSE 24, 421 WHITNEY ROAD	3,158.16	421 WHITNEY ROAD
010025	HOUSE 23	4,939.08	WHITNEY ROAD
010028	MINK BARN, RT 195 NORTH	2,365.28	1503 STORRS ROAD
010029	BENTON MUSEUM OF ART	23,084.76	245 GLENBROOK ROAD
010030	MUSEUM OF NATURAL HISTORY	8,274.39	2019 HILLSIDE ROAD
010037	HALL BUILDING	24,957.50	362 FAIRFIELD ROAD
010038	BEACH HALL	70,922.02	354 FAIRFIELD ROAD
010040	ATWATER LAB	37,715.99	61 NORTH EAGLEVILLE ROAD
010042	VETERANS HOUSE	4,022.00	1332 STORRS ROAD
010043	LAKESIDE BUILDING	17,689.24	34 NORTH EAGLEVILLE ROAD
010044	INTERNATIONAL HOUSE	4,470.54	1315 STORRS ROAD
010045	HOUSE 05 W/ATT GARAGE, STORRS RD	2,754.70	1310 STORRS ROAD
010047	HOUSE 11, 1204 STORRS RD	0.00	1204 STORRS ROAD
010049	ROSEBROOKS HOUSE	4,936.05	1501 STORRS ROAD
010054	JACOBSON BARN	0.00	STORRS ROAD
010055	HOUSE 41 W/ATT GAR, HSBRN HIL EXT	4,333.12	41 HORSEBARN HILL ROAD EXT.
010056	HOUSE 42, HORSEBARN HILL	2,934.80	42 HORSEBARN HILL ROAD
010057	GARAGE 30 (H-42), HORSEBARN HILL	0.00	HORSEBARN HILL ROAD
010060	ART CERAMIC STUDIO	4,149.75	2021 HILLSIDE ROAD
010061	MUSEUM GARAGE	0.00	
010069	HOLCOMB HALL	34,660.15	1346 STORRS ROAD
010126	WILBUR CROSS BUILDING	98,383.28	233 GLENBROOK ROAD
010127	WHITNEY HALL & CAFETERIA	34,024.36	1346 STORRS ROAD
010130	MANCHESTER HALL	23,426.63	344 MANSFIELD ROAD
010131	WOOD HALL	23,655.30	241 GLENBROOK ROAD
010132	PRESIDENT RESIDENCE - OAK HL RD	6,549.24	9 OAK HILL ROAD
010133	CASTLEMAN BUILDING (ENG. I)	52,346.31	261 GLENBROOK ROAD
010138	FAMILY STUDIES BUILDING	30,444.37	348 MANSFIELD ROAD
010139	SPRAGUE HALL	36,435.93	1346 STORRS ROAD
010142	PUBLICATIONS BUILDING	6,368.58	1266 STORRS ROAD

010143	SWG STA 2 - GURLEYVILLE ROAD	0.00	GURLEYVILLE ROAD
010148	FIELD HOUSE /PHYSICAL EDUCATION	135,607.94	2111 HILLSIDE ROAD
010149	HARTFORD HALL, NC DORM 1	21,423.13	82 NORTH EAGLEVILLE ROAD
010150	NEW HAVEN HALL, NC DORM 2	18,314.16	82 NORTH EAGLEVILLE ROAD
010151	NEW LONDON HALL, NC DORM 3	21,110.25	82 NORTH EAGLEVILLE ROAD
010152	FAIRFIELD HALL, NC DORM 4	21,266.15	82 NORTH EAGLEVILLE ROAD
010153	WINDHAM HALL, NC DORM 5	20,808.08	82 NORTH EAGLEVILLE ROAD
010154	LITCHFIELD HALL, NC DORM 6	21,179.46	82 NORTH EAGLEVILLE ROAD
010155	MIDDLESEX HALL, NC DORM 7	21,077.37	82 NORTH EAGLEVILLE ROAD
010156	TOLLAND HALL, NC DORM 8	21,310.13	82 NORTH EAGLEVILLE ROAD
010157	HURLEY HALL, NC DORM 9	19,561.95	82 NORTH EAGLEVILLE ROAD
010158	BALDWIN HALL, NC DORM 10	21,035.02	82 NORTH EAGLEVILLE ROAD
010159	MCCONAUGHY HALL, NC DORM 11	48,058.45	82 NORTH EAGLEVILLE ROAD
010160	TURKEY HOUSE & EGG SALESROOM	2,616.27	3212 HORSEBARN HILL ROAD
010163	HANKS HALL (A,B), NW QUAD 1	19,926.13	110 NORTH EAGLEVILLE ROAD
010164	GOODYEAR HALL (A,B), NW QUAD 2	19,948.47	110 NORTH EAGLEVILLE ROAD
010165	RUSSELL HALL (A-D), NW QUAD 3	43,485.19	110 NORTH EAGLEVILLE ROAD
010166	BATTERSON HALL (A-D), NW QUAD 4	42,245.15	110 NORTH EAGLEVILLE ROAD
010167	TERRY HALL (A,B), NW QUAD 5	19,947.73	110 NORTH EAGLEVILLE ROAD
010168	ROGERS HALL (A,B), NW QUAD 6	19,927.86	110 NORTH EAGLEVILLE ROAD
010170	HORSE BARN	8,480.43	3099 HORSEBARN HILL ROAD
010170A	A.L.LORENTZEN STABLE	6,567.96	3099 HORSEBARN HILL ROAD
010170B	A.L.LORENTZEN CONNECTOR	683.84	3099 HORSEBARN HILL ROAD
010171	WILLIAMS HEALTH SERV BLDG (INFIRM)	22,334.89	234 GLENBROOK ROAD
010172	BUDDS BUILDING (ADMINISTRATION)	22,720.84	343 MANSFIELD ROAD
010174	PATHOBIOLOGY LAB	10,802.04	61 NORTH EAGLEVILLE ROAD
010175	YOUNG BUILDING	62,384.09	1376 STORRS ROAD
010176	HICKS HALL	14,462.76	1346 STORRS ROAD
010177	GRANGE HALL	14,356.22	1346 STORRS ROAD
010179	MANSFIELD APT BLDGS 02 (4 UNITS)	2,784.66	ONE SOUTH EAGLEVILLE ROAD
010180	MANSFIEL APTS BLDG 03 (6 UNITS)	5,611.12	ONE SOUTH EAGLEVILLE ROAD
010181	MANSFIELD APTS BLDG 04 (4 UNITS)	3,703.28	ONE SOUTH EAGLEVILLE ROAD
010182	MANSFIELD APTS BLDG 05 (4 UNITS)	3,705.71	ONE SOUTH EAGLEVILLE ROAD
010183	MANSFIELD APTS BLDG 06 (6 UNITS)	5,610.51	ONE SOUTH EAGLEVILLE ROAD

010184	MANSFIELD APTS BLDG 07 (4 UNITS)	3,720.04	ONE SOUTH EAGLEVILLE ROAD
010185	MANSFIELD APTS BLDG 09 (4 UNITS)	3,720.04	ONE SOUTH EAGLEVILLE ROAD
010186	MANSFIELD APTS BLDG 10 (4 UNITS)	3,720.04	ONE SOUTH EAGLEVILLE ROAD
010187	MANSFIELD APTS BLDG 11 (4 UNITS)	3,720.04	ONE SOUTH EAGLEVILLE ROAD
010188	MANSFIELD APTS BLDG 12 (6 UNITS)	5,610.51	ONE SOUTH EAGLEVILLE ROAD
010189	MANSFIELD APTS BLDG 13 (4 UNITS)	3,720.04	ONE SOUTH EAGLEVILLE ROAD
010190	MANSFIELD APTS BLDG 14 (4 UNITS)	3,720.04	ONE SOUTH EAGLEVILLE ROAD
010191	MANSFIELD APTS BLDG 15 (6 UNITS)	5,610.51	ONE SOUTH EAGLEVILLE ROAD
010192	MANSFIELD APTS BLDG 16 (4 UNITS)	3,720.04	ONE SOUTH EAGLEVILLE ROAD
010193	MANSFIELD APTS BLDG 17 (6 UNITS)	5,610.51	ONE SOUTH EAGLEVILLE ROAD
010194	SWG STA 3 - MANSFIELD APT	0.00	ONE SOUTH EAGLEVILLE ROAD
010204	PLANT SCIENCE GREENHOUSE #4	996.92	AGRONOMY RD
010212	RATCLIFFE HICKS BUILDING	29,546.28	1380 STORRS ROAD
010213	STUDENT UNION	191,010.39	2110 HILLSIDE ROAD
010214	FLORICULTURE BUILDING	22,140.95	1395 STORRS ROAD
010218	ATHLETIC FACILITIES BUILDING	8,817.55	2099 HILLSIDE ROAD
010219	HOUSE 06,10 WILLOWBRK RD	0.00	10 WILLOWBROOK ROAD
010221	JORGENSEN CENTER FOR PERFORMING ART	81,709.11	2132 HILLSIDE ROAD
010222	WHITE BUILDING	32,013.60	3636 HORSEBARN HILL ROAD E
010223A	ALSOP HALL, WC DORM A	12,480.30	450 WHITNEY ROAD
010223B	ALSOP HALL, WC DORM B	11,960.02	450 WHITNEY ROAD
010224A	HOLLISTER HALL, WC DORM A	12,425.03	2016 HILLSIDE ROAD
010224B	HOLLISTER HALL, WC DORM B	11,907.73	2016 HILLSIDE ROAD
010225A	SHAKESPEAR HALL, WC DORM A	12,459.33	635 GILBERT ROAD
010225B	TROY HALL, WC DORM B	11,959.89	635 GILBERT ROAD
010226A	CHANDLER HALL, WC DORM A	12,469.09	625 GILBERT ROAD
010226B	LANCASTER HALL, WC DORM B	11,955.40	625 GILBERT ROAD
010227	HOUSE 47, 14 EASTWOOD RD	0.00	14 EASTWOOD ROAD
010232	PLANETARIUM	508.98	55 NORTH EAGLEVILLE ROAD
010233	DRAMA MUSIC BUILDING	36,914.64	802 BOLTON ROAD
010234	MUSIC BUILDING (W/ORCH. BAND)	35,420.95	1295 STORRS ROAD
010235	ARJONA BUILDING (HUMANITIES)	61,785.29	337 MANSFIELD ROAD
010236	MONTEITH BUILDING (SOC. SCIENCES)	61,753.99	341 MANSFIELD ROAD
010237	SCHENKER ANDRE LECTURE HALL	4,430.88	341 MANSFIELD ROAD
010238	COLLEGE OF LIBERAL ARTS & SCIENCES	99,366.47	215 GLENBROOK ROAD
010239	ENGINEERING II	53,210.47	191 AUDITORIUM ROAD
010240	JONES BUILDING	22,766.29	3624 HORSEBARN HILL ROAD E
010241	JONES BUILDING ANNEX	7,232.91	3624 HORSEBARN HILL ROAD E
010241B	AGRIC PESTICIDES RESEARCH	0.00	3624 HORSEBARN HILL ROAD E
010243	HOUSE 55, 75 WILLOWBROOK RD	0.00	75 WILLOWBROOK ROAD

010244	COMMISSARY BAKERY & WAREHOUSE	18,015.18	30 GURLEYVILLE ROAD
010245	VON DER MEHDEN RECITAL HALL	13,151.89	875 COVENTRY ROAD
010246	CENTER FOR UNDERGRADUATE EDUCATION	59,102.70	368 FAIRFIELD ROAD
010247	GENTRY, CHARLES B. (NEAG)	101,995.72	249 GLENBROOK ROAD
010252	TORREY LIFE SCIENCES BUILDING	130,301.77	75 NORTH EAGLEVILLE ROAD
010253A	WEBSTER HALL, TOWERS DORM A	11,995.58	3384 TOWERS LOOP ROAD
010253B	SHERMAN HALL, TOWERS DORM B	14,443.50	3384 TOWERS LOOP ROAD
010254A	JEFFERSON HALL, TOWERS DORMS A	12,115.45	3384 TOWERS LOOP ROAD
010254B	COLT HALL, TOWERS DORMS B	12,418.09	3384 TOWERS LOOP ROAD
010255A	TRUMBULL HALL, TOWERS DORMS A	12,103.89	3384 TOWERS LOOP ROAD
010255B	SOUSA HALL, TOWERS DORMS B	12,155.25	3384 TOWERS LOOP ROAD
010255C	LAFAYETTE HALL, TOWERS DORMS C	11,822.62	3384 TOWERS LOOP ROAD
010255D	MORGAN HALL, TOWERS DORMS D	16,845.36	3384 TOWERS LOOP ROAD
010256A	KELLER HALL, TOWERS DORMS A	12,188.69	3384 TOWERS LOOP ROAD
010256B	FENWICK HALL, TOWERS DORMS B	11,558.79	3384 TOWERS LOOP ROAD
010256C	WADE HALL, TOWERS DORMS C	12,421.45	3384 TOWERS LOOP ROAD
010256D	HAMILTON HALL, TOWERS DORMS D	16,699.69	3384 TOWERS LOOP ROAD
010257A	VINTON HALL, TOWERS DORMS A	11,955.91	3384 TOWERS LOOP ROAD
010257B	BEECHER HALL, TOWERS DORMS B	14,894.12	3384 TOWERS LOOP ROAD
010258A	ALLEN HALL, TOWERS DORMS A	11,633.68	3384 TOWERS LOOP ROAD
010258B	KINGSTON HALL, TOWERS DORMS B	15,034.29	3384 TOWERS LOOP ROAD
010261	SHIPPEE HALL & DINING FACILITY	63,115.22	1288 STORRS ROAD
010262	FACILITY MAINTENANCE STORAGE BLDG	0.00	
010263	MCPHON HALL & DINING FACILITY	112,972.90	2011 HILLSIDE ROAD
010265	Garage (H036)		
010286	HOUSE 18, 1196 STORRS RD	0.00	1196 STORRS ROAD
010288	HOUSE 18A GARAGE, 1196 STORRS RD	0.00	1196 STORRS ROAD
010289	ART DESIGN CENTER (HALL HOUSE)	2,624.68	1220 STORRS ROAD
010290	HALL, B C - GARAGE	0.00	
010294	SINGER GARAGE, KING HILL RD	0.00	KING HILL ROAD
010295	BUCKLEY HALL	77,126.42	1276 STORRS ROAD
010299	KESSELL BARN	0.00	4 MOULTON ROAD
010303	HOUSE 09, 28 OAK HILL RD	0.00	28 OAK HILL ROAD
010314	HOUSE 20, 1 HILLSIDE RD	0.00	1 HILLSIDE ROAD
010315	HOUSE 07A, 16 OAK HILL RD	0.00	16 OAK HILL ROAD
010318	BRONWELL BUILDING (ARTHUR B.)	34,327.26	260 GLENBROOK ROAD
010320	HOUSE 56, 48 DOG LANE	0.00	48 DOG LANE
010321	GARAGE (H-56), 48 DOG LANE	0.00	48 DOG LANE
010324	WHETTEN GRADUATE CENTER	34,167.41	438 WHITNEY ROAD EXT.
010325	WATSON HALL, ALUM QUAD 1	43,590.70	630 GILBERT ROAD
010326	BELDEN HALL, ALUM QUAD 2	43,384.16	632 GILBERT ROAD
010327	EDDY HALL, ALUM QUAD 3	42,528.89	634 GILBERT ROAD
010328	BROCK HALL, ALUM QUAD 4	43,933.24	2000 HILLSIDE ROAD
010330	PHILLIPS, DC BLD(COMMUNIC SCI)	22,841.29	850 BOLTON ROAD
010331A	INSTITUTE OF MATERIALS SCIENCE	76,280.88	97 NORTH EAGLEVILLE ROAD
010331B	PHYSICS BUILDING	124,142.63	2152 HILLSIDE ROAD
010331C	MATH SCIENCES BUILDING	70,121.97	196 AUDITORIUM ROAD
010331D	GANT PLAZA	14,442.87	97 NORTH EAGLEVILLE ROAD
010332A	CT COMMONS ASHFORD	9,682.97	445 WHITNEY ROAD

010332B	CT COMMONS BRANFORD	8,682.55	445 WHITNEY ROAD
010333C	CT COMMONS COLCHESTER	5,174.66	445 WHITNEY ROAD
010333D	CT COMMONS DERBY	8,989.77	445 WHITNEY ROAD
010333E	CT COMMONS ENFIELD	8,691.50	445 WHITNEY ROAD
010333F	CT COMMONS FARMINGTON	4,821.23	445 WHITNEY ROAD
010333G	CT COMMONS GUILFORD	7,104.90	445 WHITNEY ROAD
010333H	CT COMMONS HEBRON	6,556.28	445 WHITNEY ROAD
010334J	CT COMMONS JEWETT CITY	9,591.77	445 WHITNEY ROAD
010334K	CT COMMONS KILLINGLY	9,892.87	445 WHITNEY ROAD
010334L	CT COMMONS LYME	4,593.65	445 WHITNEY ROAD
010334M	CT COMMONS MILFORD	6,872.08	445 WHITNEY ROAD
010334N	CT COMMONS NORWALK	6,773.85	445 WHITNEY ROAD
010334P	CT COMMONS PRESTON	6,325.28	445 WHITNEY ROAD
010334Q	CT COMMONS QUINEBAUG	9,943.65	445 WHITNEY ROAD
010334R	CT COMMONS RIDGEFIELD	9,105.25	445 WHITNEY ROAD
010339	TOWERS STUDENT CENTER	8,928.23	3384 TOWER LOOP ROAD
010341	HUMAN DEVELOPMENT CENTER	26,722.47	843 BOLTON ROAD
010342	BISHOP CENTER	30,435.06	ONE BISHOP CIRCLE
010344	HALE HALL	53,345.45	2372 ALUMNI DRIVE
010345	ELLSWORTH HALL	53,847.32	2376 ALUMNI DRIVE
010346	PUTNAM REFECTORY	36,887.68	2358 ALUMNI DRIVE
010349	BOUSFIELD PSYCHOLOGY BLDG	75,559.19	406 BABBIDGE ROAD
010350	CAMPUS SHOPPING PLAZA	0.00	1254 STORRS ROAD
010364	BABBIDGE LIBRARY (HOMER)	386,906.99	369 FAIRFIELD ROAD
010365	SCHOOL OF FINE ARTS - ART	39,365.58	875 COVENTRY ROAD
010369	UNITED TECHNOLOGIES ENG BLDG	40,989.55	191 AUDITORIUM ROAD
010373	ENVIRONMENTAL HEALTH & SAFETY	8,027.21	HORSEBARN HILL ROAD
010375	STORAGE BLDG - ATHLETIC	0.00	
010376	STORAGE BLDG - TELCOM	0.00	WEAVER ROAD
010379	DAILY CAMPUS BUILDING	0.00	11 DOG LANE
010381	FACILITIES OPERATIONS BUILDING	37,621.73	25 LEDOYT ROAD
010382	TASKER ADMISSIONS	22,480.20	2131 HILLSIDE ROAD
010383	DODD RESEARCH CENTER (THOMAS J)	58,821.87	405 BABBIDGE ROAD
010384	BIOLOGY / PHYSICS	129,207.00	91 NORTH EAGLEVILLE ROAD
010387	ARCH AND ENG SVCS	10,776.56	31 LEDOYT ROAD
010388	SWG STA - CONTROL BUILDING	7,773.01	LEDOYT ROAD
010389	SWG PLNT - PUMP & CHEM BLDG	3,711.34	LEDOYT ROAD
010390	SWG PLNT - HEADWORKS BLDG	2,492.67	LEDOYT ROAD
010392	SWG PLANT - SLUDGE TRANSFER BLDG	319.33	LEDOYT ROAD
010393	SWG STA - FAC OPERATION BLDG		
010394	SWG STA - AES MODULAR		
010407	NURSING MODULAR	3,709.26	229 GLENBROOK ROAD
010408	MB1 PSYCHOLOGY RESEARCH ANNEX (PRA)	3,240.23	364 FAIRFIELD WAY
010409	CHEMISTRY BUILDING	179,372.37	55 NORTH EAGLEVILLE ROAD
010412	MUSIC LIBRARY	27,647.17	1295 STORRS ROAD
010413	NORTH PARKING GARAGE	320,229.47	103 NO EAGLEVILLE ROAD UNIT 32
010414	SCHOOL OF BUSINESS	105,924.21	2100 HILLSIDE ROAD
010415	PHARMACY/BIOLOGY BUILDING	193,024.13	69 NORTH EAGLEVILLE RD
010417	SOUTH PARKING GARAGE	450,439.42	487 STADIUM ROAD

010418	UCONN CO-OP	63,681.11	2075 HILLSIDE ROAD
010421A	AG BIO-TECHNOLOGY (ABL)	42,898.70	1390 STORRS ROAD
010421B	ADVANCED TECHNOLOGY LABORATORY	19,026.16	1392 STORRS ROAD
010421C	AG-BIO GREENHOUSE	9,273.25	1392 STORRS ROAD
010424	HOUSE 72, 25 HILLSIDE CIRCLE	0.00	25 HILLSIDE CIRCLE
010425	WILSON HALL (SO CAMPUS BLDG A)	51,270.13	626A GILBERT ROAD EXT.
010426	ROSEBROOKS HALL (SO CAMPUS BLDG B)	58,214.63	626B GILBERT ROAD EXT.
010427	SNOW HALL (SO CAMPUS BLDG C)	75,905.75	626C GILBERT ROAD EXT.
010428	SOUTH CAMPUS DORMS, BLDG D / ROME	63,725.04	626D GILBERT ROAD EXT.
010429	SOUTH CAMPUS CHILLER	4,249.69	860 BOLTON ROAD
010434	INFORMATION TECHNOLOGY BUILDING	113,984.41	371 FAIRFIELD ROAD
010435	VISITORS CENTER / LODEWICK	6,998.72	115 NORTH EAGLEVILLE ROAD
010436	NORTH WEST DINING HALL - NW QD 7	26,141.32	110 NORTH EAGLEVILLE ROAD
010442	GARRIGUS SUITES (HILLTOP SUITES)	112,984.86	2374 ALUMNI ROAD
010443	HILLTOP APT-E.GRASSO BLDG#10	31,225.52	10 HUSKY CIRCLE
010444	HILLTOP APT-H.B.STOWE BLDG#11	22,245.03	11 HUSKY CIRCLE
010445	HILLTOP APT-A.NOVELLO BLDG#12	31,623.74	12 HUSKY CIRCLE
010446	HILLTOP APT-M.FRENCH BLDG#13	22,245.91	13 HUSKY CIRCLE
010447	HILLTOP APT-M.R.BEARD BLDG#14	31,231.33	14 HUSKY CIRCLE
010448	HILLTOP APT-S.LA FLESCHE BLDG#15	22,246.01	15 HUSKY CIRCLE
010449	HILLTOP APT-P.CRANDALL BLDG#16	31,623.74	16 JONATHAN WAY
010450	HILLTOP APT-M.M.BETHUNE BLDG#17	22,245.82	17 JONATHAN WAY
010451	HILLTOP APT-A.P.MERRITT BLDG#18	22,639.24	18 JONATHAN WAY
010452	HILLTOP APT-CH.-SH.WU BLDG#19	22,883.30	19 HUSKY CIRCLE
010453	HILLTOP APT-M.K.WHEELER BLDG #20	34,330.52	20 HUSKY CIRCLE
010454	HILLTOP APT-S.B.CRAWFORD BLDG#21	31,622.98	21 HUSKY CIRCLE
010455	HILLTOP APT-CH.G.WOODHOUSE BLDG#22	23,568.82	22 HUSKY CIRCLE
010456	HILLTOP APT-COMMUNITY CENTER BLDG#3	4,656.53	30 JONATHAN WAY
010458	MB2 PUERTO RICAN LATIN AM CTR.		360 FAIRFIELD WAY
010459	SWG STA - HILLTOP/CAPSTONE	0.00	
010461	FOSTER HALL (C OAK-VERMONT)	28,756.33	916A TOWER COURT
010462	HOISINGTON HALL (C OAK NEW HAMP.)	33,990.32	916B TOWER COURT
010463	THOMPSON HALL (C OAK-MAINE)	28,765.12	916C TOWER COURT
010464	BROWN HALL (C OAK-CONNECTICUT)	23,860.08	916D TOWER COURT
010465	HUBBARD HALL (C OAK - RHODE ISLAND)	23,842.58	916E TOWER COURT
010466	HOUGH HALL (C OAK MASSACHUSETTS)	23,857.17	916F TOWER COURT
010467	BUSBY SUITES (C OAK)	120,177.15	917G TOWER COURT
010468	CHARTER OAK COMMUNITY CENTER	5,520.67	916 TOWER COURT
010469	HUSKY VILLAGE / GREEK - BLDG A1, A2	11,909.18	10 AND 15 LAUREL WAY
010470	HUSKY VILLAGE / GREEK - BLDG B1, B2	11,909.18	20 AND 25 LAUREL WAY
010471	HUSKY VILLAGE / GREEK - BLDG C1, C2	11,909.18	30 AND 35 LAUREL WAY
010472	HUSKY VILLAGE /GREEK - BLDG D1, D2	11,909.18	40 AND 45 LAUREL WAY
010473	HUSKY VILLAGE / GREEK - BLDG E1, E2	9,317.03	50 AND 55 LAUREL WAY
010474	HUSKY VILLAGE / GREEK - BLDG F1, F2	9,317.03	60 AND 65 LAUREL WAY
010475	HUSKY VILLAGE/GREEK DIRECTORS HSE B	1,077.46	70 LAUREL WAY
010476	GELFENBIEN TOWERS DINING HALL	19,073.56	3384 TOWERS LOOP ROAD
010478	NAFE KATTER THEATRE	10,613.67	802 BOLTON ROAD
010480	BURTON FOOTBALL COMPLEX & SHENKMAN	165,752.26	502 STADIUM ROAD
010483	COGENERATION - CHILLER FACILITY	29,461.81	244 GLENBROOK ROAD

010485	MOBILE COMMAND CENTER GARAGE		126 NORTH EAGLEVILLE ROAD
010487	WEST CLASSROOM BLDG	60,484.44	372 FAIRFIELD WAY
010490	HOOP BARN		OFF HORSEBARN HILL ROAD
011009	HOUSE 43, HRSBRN HILL	0.00	43 HORSEBARN HILL ROAD
011010	GARAGE (H-43) HRSBRN HILL	0.00	HORSEBARN HILL ROAD
011011	HOUSE 46, 950 STORRS RD	3,815.03	950 STORRS ROAD
011012	GARAGE (H-46) 950 STORRS RD	0.00	950 STORRS ROAD
011013	SEARS BARN, RT 195/SPRING HILL	6,260.23	SEARS BARN
011014	PLANT SCIENCE RES/FARM MAIN BLDG	4,443.34	AGRONOMY ROAD
011016	HOUSE 44 BONE MILL RD (MOTHBALLED)	0.00	34 BONE MILL ROAD
011017	BARN 45, BONE MILL RD	0.00	BONE MILL ROAD
011019	FENTON RIVER WELL HSE B	0.00	
011020	FENTON RIVER WELL HSE C	0.00	
011023	BEEF-SHEEP BARN	17,575.74	HORSEBARN HILL ROAD
011025	SWINE BARN	2,823.36	HORSEBARN HILL ROAD
011032	BUTLER BLDG - SPRING HILL	2,837.53	
011033	HONEGGER BUILDING, SPRING HILL	0.00	
011034	ISOLATION BARN, SPRING HILL	3,999.53	
011036	NORTHWOOD APARTMENTS, BLDG. 1	5,931.18	NORTHWOOD ROAD
011037	NORTHWOOD APARTMENTS, BLDG. 2	5,934.06	NORTHWOOD ROAD
011038	NORTHWOOD APARTMENTS, BLDG. 3	5,932.92	NORTHWOOD ROAD
011039	NORTHWOOD APARTMENTS, BLDG. 4	5,932.87	NORTHWOOD ROAD
011040	NORTHWOOD APARTMENTS, BLDG. 5	5,918.87	NORTHWOOD ROAD
011041	NORTHWOOD APARTMENTS, BLDG. 6	5,945.31	NORTHWOOD ROAD
011042	NORTHWOOD APARTMENTS, BLDG. 7	5,944.89	NORTHWOOD ROAD
011043	NORTHWOOD APARTMENTS, BLDG. 8	5,933.47	NORTHWOOD ROAD
011044	NORTHWOOD APARTMENTS, BLDG. 9	5,945.73	NORTHWOOD ROAD
011045	NORTHWOOD APARTMENTS, BLDG. 10	5,935.59	NORTHWOOD ROAD
011046	NORTHWOOD APARTMENTS, BLDG. 11	5,933.28	NORTHWOOD ROAD
011047	NORTHWOOD APARTMENTS, BLDG. 12	5,946.48	NORTHWOOD ROAD
011050	HOUSE 49, 986 STORRS RD	1,627.70	986 STORRS ROAD
011051	KIRKPATRICK BARN/GARAGE	0.00	
011052	FARM DEPT HQTRS,HRSBRN HL RD	14,356.48	HORSEBARN HILL ROAD
011063	FACILITES OPS - ZONE 4	1,729.42	3094 HORSEBARN HILL ROAD
011064	SWINE FEEDING BARN (GARBAGE CK)	983.42	HORSEBARN HILL ROAD
011066	PLANT SCIENCE STORRS BRN 195 SO	6,576.17	195 STORRS ROAD
011067	BIOBEHAVIORAL SCIENCE BUILDING 5	4,446.00	3107 HORSEBARN HILL ROAD
011068	PLANT SCIENCE PREFAB STORAGE BLDG	7,915.14	AGRONOMY ROAD
011080	BIOBEHAVIORAL SCIENCES 1	4,455.12	3107 HORSEBARN HILL RD
011081	MICROCHEMISTRY LAB-PREFAB 2	4,554.81	3113 HORSEBARN HILL ROAD
011088	HOUSE 52, 968 STORRS RD	0.00	968 STORRS ROAD
011089	GARAGE (H-52) 968 STORRS RD	0.00	968 STORRS ROAD
011092	HOUSE 66, 1590 STORRS RD	0.00	1590 STORRS ROAD
011093	GARAGE (H-66) 1590 STORRS RD	0.00	1590 STORRS ROAD
011094	BIOBEHAVIORAL SCI, PREFAB 3	5,061.39	3107 HORSEBARN HILL ROAD
011095	AGRIC STORAGE BLDG, FARM AREA	3,901.23	
011098	HOUSE 69, 1595 STORRS RD	0.00	1595 STORRS ROAD
011101A	BIOBEHAVIORAL SCI PREFAB 4 ORIG BLD	21,118.94	3107 HORSEBARN HILL ROAD
011101B	BIOBEHAVIORAL 4 ANNEX	20,877.97	3107 HORSEBARN HILL ROAD
011104	PLANT SCIENCE RES/FARM GREENHOUSE #	0.00	AGRONOMY RD

011115	HOUSE 71, 1561 STORRS RD	0.00	1561 STORRS ROAD
011123	MUSEUM STORAGE (NEXT TO BEEF&SHEEP	811.53	HORSEBARN HILL ROAD
011124	AVIAN RESEARCH BUILDING	3,208.86	HORSEBARN HILL ROAD
011125	DEPOT - LONGLEY SCHOOL	81,914.68	270 MIDDLE TURNPIKE
011126	KELLOGG DAIRY CENTER	23,006.87	3218 HORSEBARN HILL ROAD E
011130	Scull House		
011131	SWG STA - POST OFFICE		
011133	PLANT SCIENCE BURR NURSERY	3,354.87	AGRONOMY ROAD
011134	AG BIOTECH LAB ANNEX	1,175.62	HORSEBARN HILL ROAD
011135	PFIZER MODULAR A	911.43	SPRING HILL
011136	PFIZER MODULAR B	911.43	SPRING HILL
011140	PLANT SCIENCE TURF RESOURCE UNIT		66 AGRONOMY ROAD
012100	DEPOT- ANDOVER COTTAGE	2,244.79	7 BOURN PLACE
012101	DEPOT- ASHFORD COTTAGE	2,235.76	9 BOURN PLACE
012102	DEPOT- BAKER HALL (MOTHBALLED)		85 WALTERS AVENUE
012103	DEPOT- BINET HALL (MOTHBALLED)		115 WALTERS AVENUE
012105	DEPOT- BOLTON CTTG (PUPPET ART)	2,298.80	8 BOURN PLACE
012106	DEPOT- BROWN BUILDING	21,854.45	9 WALTERS AVENUE
012107	DEPOT- CARPENTER SHOP (PAVING INST)	17,810.97	71 ROMANO ROAD
012108	DEPOT- CHAPLIN COTTAGE	10,074.85	69 AHERN LANE
012109	DEPOT - PUMP HOUSE (CHEMICAL)	0.00	450 SPRING MANOR LANE EXT
012110	DEPOT- COLCHESTER COTTAGE	9,580.58	79 AHERN LANE
012111	DEPOT- COLUMBIA COTTAGE	3,172.91	5 SHERMAN PLACE
012112	DEPOT- COVENTRY COTTAGE	3,146.93	11 SHERMAN PLACE
012113	DEPOT- DIMOCK BUILDING (MOTHBALLED)	0.00	246 MIDDLE TURNPIKE
012114	DEPOT- ELLINGTON COTTAGE	3,096.96	14 SHERMAN PLACE
012115	DEPOT- EMPLOYEE CAFETERIA (MOTHBALL		33 WALTERS AVENUE
012118	DEPOT- FERNSIDE COTTAGE	0.00	177 MIDDLE TURNPIKE
012119	DEPOT- GARAGE	3,801.97	29 ROMANO ROAD
012120	DEPOT- GODDARD HALL(MOTHBALLED)		95 WALTERS AVENUE
012121	DEPOT- GREENHOUSES	0.00	290 MIDDLE TURNPIKE
012124	DEPOT- HAMPTON COTTAGE	9,413.34	105 AHERN LANE
012125	DEPOT- HEBRON COTTAGE	3,066.41	12 WITRYOL PLACE
012128	DEPOT- HILLTOP (DMR)	0.00	1279 STAFFORD ROAD
012129	DEPOT- HOSPITAL WING (MOTHBALL)	19,423.62	49 WALTERS AVENUE
012130	DEPOT- JOHNSTONE HALL (MOTHBALL)		58 ROMANO ROAD
012131	DEPOT- KENNEDY COTTAGE (DPES)	5,598.40	47 WEAVER ROAD
012132	DEPOT- KNIGHT HOSPITAL (MOTHBALLED)		49 WALTERS AVENUE
012133	DEPOT- LAMOURE HALL	10,505.56	129 WALTERS AVENUE
012134	DEPOT- SURPLUS OPERATIONS (LAUNDRY)	18,931.32	6 AHERN LANE
012135	DEPOT- LEBANON COTTAGE	9,494.64	95 AHERN LANE
012136	DEPOT- MAIN KITCHEN	0.00	105 WALTERS AVENUE
012137	DEPOT- MANCHESTER COTTAGE	4,464.71	12 SHERMAN PLACE
012138	DEPOT- MANSFIELD COTTAGE		2 BOURN PLACE
012140	DEPOT- MATTHEWS HALL	0.00	73 WALTERS AVENUE
012141	DEPOT- MERRITT HALL	30,106.51	54 AHERN LANE
012142	DEPOT- NORLING BUILDING	5,143.27	79 ROMANO ROAD
012147	DEPOT- PIPE STORAGE BUILDING	0.00	72 ROMANO ROAD
012158	DEPOT- SEQUIN HALL	10,586.42	66 ROMANO ROAD

012160	DEPOT- STAFFORD COTTAGE	3,091.46	1 BOURN PLACE
012161	DEPOT- STONEWALL COTTAGE (DMR)	0.00	1340 STAFFORD ROAD
012163	DEPOT C - DRL MAINTENANCE BLDG	24,513.78	17 ROMANO ROAD
012165	DEPOT- SWITCH HOUSE	0.00	111 WALTERS AVENUE
012166	DEPOT- THOMSON HALL	29,867.01	30 AHERN ROAD
012167	DEPOT- TOLLAND COTTAGE	3,032.31	3 WITRYOL PLACE
012168	DEPOT- TREGOLD HALL	0.00	123 WALTERS AVENUE
012169	DEPOT- UNION COTTAGE	2,238.67	6 SHERMAN PLACE
012170	DEPOT- VERNON COTTAGE	4,840.81	11 WITRYOL PLACE
012171	DEPOT- WALLACE HALL (DMR)	0.00	49 WALTERS AVENUE
012172	DEPOT- WALTERS CTTG (INTNL AFFRS)	5,614.12	48 WEAVER ROAD
012173	DEPOT- WAYSIDE COTTAGE	0.00	1286 STAFFORD ROAD
012174	DEPOT- WILLIMANTIC COTTAGE	3,120.33	6 BOURN PLACE
012175	DEPOT- WILLINGTON COTTAGE	3,088.55	6 WITRYOL PLACE
012176	DEPOT- WILLOW HOUSE	0.00	1208 STAFFORD ROAD
012177	DEPOT- WINDHAM COTTAGE	2,415.89	10 WITRYOL PLACE
012181	DEPOT- POOL/BATH HOUSE	0.00	61 WEAVER ROAD
012187	DEPOT- CIRCULATOR PUMP HOUSE WWTP	0.00	30 PLAINS ROAD
012188	DEPOT- SLUDGE PUMP HOUSE WWTP	0.00	30 PLAINS ROAD
012189	DEPOT - Digester Pump House		
012197	SWG STA - LONGLEY SCHOOL		
012198	DEPOT- FUEL CELL INSTITUTE BUILDING	15,144.41	44 WEAVER ROAD
012199	DEPOT- SWG STA, PLAINS ROAD	0.00	PLAINS ROAD
012200	DEPOT- SWG STA, BIRCH ROAD	0.00	BIRCH ROAD
012201	DEPOT- PLANT SCIENCE GREENHOUSE	0.00	
012202	SWG STA - BURTON FOOTBALL COMPLEX		
012203	SWG STA - CENTRAL WAREHOUSE		
012204	SWG STA - LANDFILL NORTH		
012205	SWG STA - LANDFILL SOUTH		
012206	SWG STA - LANDSCAPE		
012207	SWG STA - SCUM/WPCF		
012208	SWG STA - SUBWAY		
012215	SWG STA - BECHTEL		
017005	Depot - Police Academy		
017012	ALUMNI CENTER	18,812.80	2384 ALUMNI DRIVE
017015	UCONN FOUNDATION		
017016	NATHAN HALE HOTEL		2131 HILLSIDE ROAD
017017	ST THOMAS AQUINAS CHAPEL		46 NORTH EAGLEVILLE ROAD
017018	LODEWICK RESIDENCE		88 GURLEYVILLE RD.
017020	ISLAMIC CENTER		28 NORTH EAGLEVILLE ROAD
017103	Spring Manor Farm - Dairy Barn		
017107	Spring Manor Farm - Quonset Hut		
017109	Spring Manor Farm - Quonset Hut		
017121	SPRING MNR FARM - OAK COTTAGE	2,026.84	104 SPRING MANOR LANE
Site 02 - Hartford Regional Campus			
023201	GHC-UNDERGRADUATE BLDG - W.HTFD	62,865.65	85 LAWLER ROAD
023202	GHC-SCHOOL OF SOCIAL WORK - W HTFD	33,442.61	1798 ASYLUM AVE
023203	GHC-HARLEIGH B TRECKER LIBRARY	54,967.22	1798 ASYLUM AVE

023204	GHC-FACILITIES GARAGE - W HTFD		85 LAWLER ROAD
023204A	GHC-FAC/LANDSCAPE GARAGE ADD. - WH		
023205	GHC-COMPUTER CTR & CLASSROOM BLDG	21,416.95	1796 ASYLUM AVE
023313	HTFD LAW SCHOOL-HOSMER HALL	30,565.79	65 ELIZABETH STREET
023314	HTFD LAW SCHOOL-CHERYL A CHASE HALL	15,277.91	55 ELIZABETH STREET
023315	HTFD LAW SCHOOL-KNIGHT HALL	10,888.40	35 ELIZABETH STREET
023316	HTFD LAW SCHOOL-STARR HALL	36,342.09	45 ELIZABETH STREET
023317	HTFD LAW SCHOOL-LAW LIBRARY	107,586.63	39 ELIZABETH STREET
027324	MBA Program		
027325	22 Pitkin St		
027327	125 Sigourney St		
Site 03 - Stamford Regional Campus			
033004	STAMFORD DOWNTOWN CAMPUS	230,624.03	ONE UNIVERSITY DRIVE
033011	STAMFORD CAMPUS GARAGE	379,923.63	WASHINGTON STREET
Site 04 - Torrington Regional Campus			
043501	UC CLASSROOM BUILDING	25,559.55	
043503	CAMPUS WAREHOUSE		
043504	LITCHFIELD AG CENTER	0.00	843 UNIVERSITY DRIVE
Site 05 - Waterbury Regional Campus			
053911	DOWNTOWN CAMPUS	101,923.86	99 EAST MAIN STREET
053912	WATERBURY PARKING GARAGE	146,173.30	99 EAST MAIN ST
Site 06 - Avery Point Regional Campus			
064306	PHYSICAL PLANT SHOP	7,685.78	1084 SHENNECOSSETT ROAD
064307	PHYSICAL PLANT OFFICE	12,707.50	1084 SHENNECOSSETT ROAD
064318	POLICE STATION	1,640.23	1084 SHENNECOSSETT ROAD
064319	COMMUNITY SERVICE BLDG 19	23,840.88	1084 SHENNECOSSETT ROAD
064322	ACADEMIC THEATER - BLDG 22	40,777.20	1084 SHENNECOSSETT ROAD
064323	COAST GUARD R & D CENTER	0.00	1082 SHENNECOSSETT ROAD
064325	LIBRARY	6,789.60	1084 SHENNECOSSETT ROAD
064326	BRANFORD HOUSE BLDG 26	29,274.06	1084 SHENNECOSSETT ROAD
064328	MARINE OPERATION/DIVE LOCKER	1,116.19	1084 SHENNECOSSETT ROAD
064329	PROJECT O STORAGE & PUMPHOUSE	0.00	1084 SHENNECOSSETT ROAD
064330	LIGHTHOUSE - BLDG 30	0.00	1084 SHENNECOSSETT ROAD
064336	COMMUNITY BOATHOUSE	3,660.71	1084 SHENNECOSSETT ROAD
064337	SKI SLOPE BLDG	0.00	1082 SHENNECOSSETT ROAD
064338	BOATHOUSE MECH SHOP	0.00	1084 SHENNECOSSETT ROAD
064343	HOUSE 1	0.00	1084 SHENNECOSSETT ROAD
064344	HOUSE 4	0.00	1084 SHENNECOSSETT ROAD

064357	GYMNASIUM	39,911.45	1084 SHENNECOSSETT ROAD
064358	ACADEMIC ANNEX BLDG 58	0.00	1084 SHENNECOSSETT ROAD
064360	RANKIN RESEARCH LAB	4,042.87	1084 SHENNECOSSETT ROAD
064361	CENTRAL UTILITY PLANT	10,503.03	1084 SHENNECOSSETT ROAD
064362	OCEANOLOGY BLDG	27,360.23	1084 SHENNECOSSETT ROAD
064363	MARINE SCIENCE BUILDING	120,446.32	1084 SHENNECOSSETT ROAD
064365	LABORATORY FOR ASTROPHYSICS	1,321.34	1084 SHENNECOSSETT ROAD
068908	BOAT, THE CONNECTICUT		1084 SHENNECOSSETT ROAD
Site 07 - Cooperative Extensions			
084001	NEW HAVEN COUNTY EXTENSION		305 SKIFF STREET
084201	WINDHAM COUNTY EXTENSION	11,539.85	139 WOLF DEN ROAD
084605	NEW LONDON COUNTY EXTENSION		562 NEW LONDON TURNPIKE
087006	TOLLAND COUNTY EXTENSION		24 HYDE ROAD
087201	FAIRFIELD COUNTY EXTENSION		67 STONY HILL ROAD
087601	MIDDLESEX COUNTY EXTENSION		1066 SAYBROOK ROAD

**EXHIBIT C
KEY PERSONNEL**

DRAFT

EXHIBIT D SERVICES

The Services to be provided by the Contractor under the Agreement shall include the following:

A. Data Entry Services and Reporting Requirements

Data Entry

The Data Entry Services shall include entry into the University's IWMS system, currently FAMIS, of all testing, inspection maintenance and repair records along with flow device time delay settings; cabinet inventory for each applicable Zone; inspector's test valve locations; compressor (HP) specifications; jockey pump (GPN) specifications; backflow testing dates and residual pressure levels and warranty life. These Data Entry Services are intended to help the University achieve its public safety goals as well as improve its compliance reporting.

The information maintained in the University's IWMS shall include defined testing, inspection and preventative maintenance procedures (PM) applicable to the Sprinkler, Fixed Extinguishing and Hood Suppression Systems Equipment. The Contractor shall maintain and update the data maintained in the University's IWMS for all of the Sprinkler, Fixed Extinguishing and Hood Suppression Systems Equipment throughout the life of this Agreement. For any type of Sprinkler, Fixed Extinguishing and Hood Suppression Systems Equipment for which a PM has not been defined and entered into the University's IWMS, the Contractor will work with the University Coordinator to define the appropriate procedures describing the testing and inspection criteria.

The Contractor shall adhere to the Standard Work Guide and all other applicable standards as set forth in the Agreement. As applicable, the Contractor shall cooperate fully with the University in the integration of a FAMIS mobile application into Contractor's handheld devices, if the University should opt for such mobile application. Should the University opt for the mobile application the Contractor and the University shall determine by mutual agreement an appropriate cost allocation therefore.

All software, hardware and accessories related to the implementation of the data entry shall be the property of the University at the termination of this Agreement.

As part of the Data Entry Services, Contractor shall be responsible for the reporting and documentation of the testing and inspection of all Sprinkler, Fixed Extinguishing and Hood Suppression Systems Equipment, prompt notification to the University Coordinator of all product defects and repairs, and data entry of unit information. Such Data Entry Services shall include, without limitation, the following:

- A. Uploading or entering all requested data for the Sprinkler, Fixed Extinguishing and Hood Suppression Systems Equipment; and their respective inspection, tests, and repairs into FAMIS or the University's designated IWMS.
- B. Uploading or entering all flow device time delay settings, cabinet inventory for each Zone, inspector's test valve locations, compressor (HP) specifications, jockey pump (GPN) specifications, and backflow test date and residual pressure levels. The Contractor shall complete the entry of cabinet inventory for each Zone into FAMIS within 10 months after the effective date of this Agreement.
- C. Entering all required data for defective and repaired components of the Sprinkler, Fixed Extinguishing and Hood Suppression Systems Equipment discovered by the Contractor in the course of regularly scheduled testing and inspection into the University's designated IWMS within seven (7) days and within twenty-four (24) hours for those discovered outside of regularly scheduled testing and inspection.
- D. Integrating of equipment to upload data into the University's IWMS through a mobile application, if applicable.

Reporting Requirements

In addition to those reporting requirements set forth in the Agreement, the Contractor shall provide summary reports which track the activities related to the Testing and Inspection Program of Sprinkler, Fixed Extinguishing and Hood Suppression Systems Equipment. For meeting summary reporting requirements the Contractor shall author reports using the out-of-the-box reporting tools of the University's IWMS (FAMIS Publisher) or the Contractor shall generate report request to the UITs Staff using the IWMS dashboard request system. Such requests shall include sample report output as well as screen captures highlighting the exact field as it is visible on the IWMS forms through the IWMS application front end.

These reports shall:

- (A) Allow for the identification of defects or the execution of maintenance and repairs within 24 hours for reported repairs and within 7 days for repairs as identified during regularly scheduled inspection and testing.
- (B) Support the reporting requirements to show compliance with NFPA 12, 12A, 13, 13R, 17, 25, 96, and 2001; National Fire Code 2002 Edition.

B. Included Maintenance Services

The Contractor shall test, inspect and perform maintenance and repairs on each component of the Sprinkler, Fixed Extinguishing and Hood Suppression Systems Equipment in accordance with the defined schedule and procedures and per the Standard Service Requirements and as set forth in this Agreement (including this Exhibit D) to keep the Sprinkler, Fixed Extinguishing and Hood Suppression Systems Equipment in proper operating condition. These Services shall be performed during the hours and time periods set forth in the Agreement and at such other time as is acceptable to the University. Contractor shall

schedule and coordinate all Services with the University Coordinator as provided in the Agreement.

Where maintenance is specified or required, Contractor shall maintain and repair all equipment and replace equipment as required per the terms and conditions of this Agreement as described herein and as specified in the referenced NFPA standard(s).

As part of the testing and maintenance requirements, the Contractor is responsible for repair or replacement of worn out defective components. Maintenance shall be provided as part of the University approved inspection, testing and maintenance scheduled or, as additional maintenance work is required, with the approval of the University Coordinator.

All replacement/repairs parts or equipment, miscellaneous parts and materials shall be newly manufactured and shall be guaranteed to be standard new equipment, latest model of regular stock product and current production, with all parts regularly used with the type of equipment offered, as applicable. Parts shall meet or exceed manufacturer's specifications. Any parts replaced under the terms of the Agreement shall be replaced with parts from the same Manufacturer as the part that is being replaced.

Notice to the University Coordinator and approval is required for the replacement of any parts or equipment, if such replacement is not required herein. Contractor shall use only factory-authorized parts/equipment unless authorized in writing by the University.

The warranty period for parts and equipment is for a minimum one (1) year or the manufacturer's standard warranty, whichever is longer, and shall begin immediately after installation, testing and University acceptance. The warranty shall provide the full cost to replace the defective item(s) and any labor, packing, shipping, etc. required to replace the defective item(s). The products shall be represented and warranted to be free from defects in materials or workmanship, and shall 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 significant functional downtime to the University's ongoing business operations during the warranty term. If, during this period, such faults develop, the unit or component affected shall be repaired or replaced without any cost to the University. Where accessories are to be supplied, they shall be compatible with the rest of the equipment.

1. Quarterly Sprinkler Systems Inspections, Testing and Maintenance

Provide quarterly testing and inspection of the following systems or components. Comply with procedures as described in the referenced standards, Contractor's Quality Control and Assurance Plan, and manufacturer's specifications:

Inspections:

Alarm Devices. Alarm devices shall be inspected quarterly to verify that they are free of physical damage.

Hydraulic Nameplate. The hydraulic nameplate for hydraulically designed systems shall be inspected quarterly to verify that it is attached securely to the sprinkler riser and is legible.

Control Valves in Water-Based Fire Protection Systems.

Valves secured with locks or supervised in accordance with applicable NFPA standards

The valve inspection shall verify that the valves are in the following condition:

- (1) In the normal open or closed position
- (2) Properly sealed, locked, or supervised
- (3) Accessible
- (4) Provided with appropriate wrenches
- (5) Free from external leaks
- (6) Provided with appropriate identification

Inspection of Alarm Valves

Alarm valves shall be externally inspected monthly and shall verify the following:

- (1) The gauges indicate normal supply water pressure is being maintained.
- (2) The valve is free of physical damage.
- (3) All valves are in the appropriate open or closed position.
- (4) The retarding chamber or alarm drains are not leaking.

Preaction Valves and Deluge Valves.

The preaction or deluge valve shall be externally inspected monthly to verify the following:

- (1) The valve is free from physical damage.
- (2) All trim valves are in the appropriate open or closed position.
- (3) The valve seat is not leaking.
- (4) Electrical components are in service.

Dry Pipe Valves/Quick-Opening Devices.

The dry pipe valve shall be externally inspected monthly to verify the following:

- (1) The valve is free of physical damage.
- (2) All trim valves are in the appropriate open or closed position.
- (3) The intermediate chamber is not leaking.

Pressure Reducing Valves and Relief Valves

All valves shall be inspected quarterly to verify that the valves are in the following condition:

- (1) In the open position
- (2) Not leaking
- (3) Maintaining downstream pressures in accordance with the design criteria
- (4) In good condition, with handwheels installed and unbroken

Hose Connection Pressure Reducing Valves.

All valves shall be inspected quarterly to verify the following:

- (1) The handwheel is not broken or missing.
- (2) The outlet hose threads are not damaged.
- (3) No leaks are present.
- (4) The reducer and the cap are not missing.

Hose Rack Assembly Pressure Reducing Valves.

All valves shall be inspected quarterly to verify the following:

- (1) The handwheel is not missing or broken.
- (2) No leaks are present.

Fire Department Connections.

Fire department connections shall be inspected quarterly. The inspection shall verify the following:

- (1) The fire department connections are visible and accessible.
- (2) Couplings or swivels are not damaged and rotate smoothly.
- (3) Plugs or caps are in place and undamaged.
- (4) Gaskets are in place and in good condition.
- (5) Identification signs are in place.
- (6) The check valve is not leaking.
- (7) The automatic drain valve is in place and operating properly.
- (8) The fire department connection clapper(s) is in place and operating properly.

Backflow Prevention Assemblies.

The double check assembly (DCA) valves and double check detector assembly (DCDA) valve shall be inspected weekly to ensure that the OS&Y isolation valves are in the normal open position.

Valves secured with locks or electrically supervised in accordance with applicable NFPA standards.

Reduced pressure assemblies (RPA) and reduced pressure detector assemblies (RPDA) shall be inspected to ensure that the differential-sensing valve relief port is not continuously discharging and the OS&Y isolation valves are in the normal open position. Valves secured with locks or electrically supervised in accordance with applicable NFPA standards shall be inspected.

Fire Pump Pressure Relief Valves.

The inspection shall verify that water flows through the valve when the fire pump is operating at shut-off pressure (i.e., churn) to prevent the pump from overheating.

The inspection shall verify that the pressure downstream of the relief valve fittings in the fire pump discharge piping does not exceed the pressure for which the system components are rated.

Testing and Maintenance:

Main Drain Test.

A main drain test shall be conducted annually at each water-based fire protection system riser to determine whether there has been a change in the condition of the water supply piping and control valves. Systems where the sole water supply is through a backflow preventer and/or pressure reducing valves, the main drain test of at least one system downstream of the device shall be conducted on a quarterly basis.

A main drain test shall be conducted annually at each system riser and any time the valve is closed at each system riser or feed main after the control valve has been closed to determine whether there has been a change in the condition of the water supply piping and control valves.

Water-Flow Alarm

All water-flow alarms shall be tested quarterly in accordance with the manufacturer's instructions.

Supervisory Switches.

Valve supervisory switches shall be tested.

A distinctive signal shall indicate movement from the valve's normal position during either the first two revolutions of a hand wheel or when the stem of the valve has moved one-fifth of the distance from its normal position.

The signal shall not be restored at any valve position except the normal position.

Preaction Valves and Deluge Valves

The priming water level in supervised preaction systems shall be tested for compliance with the manufacturer's instructions.

Low air pressure alarms, if provided, shall be tested in accordance with the manufacturer's instructions.

Dry Pipe Valves/Quick-Opening Devices

The priming water level shall be tested

Low air pressure alarms, if provided, shall be tested in accordance with the manufacturer's instructions.

Quick-opening devices, if provided, shall be tested

Dry Pipe Valves/Quick-Opening Devices

The interior of the dry pipe valve shall be inspected annually when the trip test is conducted

Fire Pumps

A test of fire pump assemblies shall be conducted without flowing water.

This test shall be conducted by starting the pump automatically.

The electric pump shall run a minimum of 10 minutes.

The diesel pump shall run a minimum of 30 minutes.

A valve installed to open as a safety feature shall be permitted to discharge water.

The automatic weekly test timer shall be permitted to be substituted for the starting procedure.

2. Annual Sprinkler Systems Inspections, Testing and Maintenance

Annual testing and inspection: provide testing and inspection of the following systems or components. Comply with procedures as described in the referenced standards, Contractor's Quality Control and Assurance Plan, and manufacturer's specifications:

Inspections:

Sprinklers

Buildings. Annually, prior to the onset of freezing weather, buildings with wet pipe systems shall be inspected to verify that windows, skylights, doors, ventilators, other openings and closures, blind spaces, unused attics, stair towers, roof houses, and low spaces under buildings do not expose water-filled sprinkler piping to freezing and to verify that adequate heat [minimum 4.4°C (40°F)] is available.

Hangers and Seismic Braces. Sprinkler pipe hangers and seismic braces shall be inspected annually from the floor level.

Pipe and Fittings. Sprinkler pipe and fittings shall be inspected annually from the floor

level.

The supply of spare sprinklers shall be inspected annually for the following:

- (1) The proper number and type of sprinklers
- (2) A sprinkler wrench for each type of sprinkler

Preaction Valves and Deluge Valves

The interior of the preaction or deluge valve and the condition of detection devices shall be inspected annually when the trip test is conducted.

Testing and Maintenance:

Sprinklers

Antifreeze Systems. The freezing point of solutions in antifreeze shall be tested annually by measuring the specific gravity with a hydrometer or refractometer and adjusting the solutions if necessary. Control Valves in Water-Based Fire Protection Systems Each control valve shall be operated annually through its full range and returned to its normal position. The operating stems of outside screw and yoke valves shall be lubricated annually. The valve then shall be completely closed and reopened to test its operation and distribute the lubricant.

Preaction Valves and Deluge Valves

Each deluge or preaction valve shall be trip tested annually at full flow in warm weather and in accordance with the manufacturer's instructions. Protection shall be provided for any devices or equipment subject to damage by system discharge during tests.

Dry Pipe Valves/Quick-Opening Devices

Each dry pipe valve shall be trip tested annually during warm weather. During the annual trip test, the interior of the dry pipe valve shall be cleaned thoroughly and parts replaced or repaired as necessary. Low points in dry pipe Sprinkler Systems Equipment shall be drained after each operation and before the onset of freezing weather conditions.

Pressure Reducing Valves and Relief Valves.

During the annual fire pump test, the closure of the circulation relief valve shall be verified to be in accordance with the manufacturer's specifications. During the annual fire pump flow test, the pressure relief valve shall be verified to be correctly adjusted and set to relieve at the correct pressure and to close below that pressure setting.

Backflow Prevention Assemblies

All backflow preventers installed in fire protection system piping shall be tested annually in accordance with the following:

(1) A forward flow test shall be conducted at the system demand, including hose stream demand, where hydrants or inside hose stations are located downstream of the backflow preventer.

(2) A backflow performance test, as required by the authority having jurisdiction, shall be conducted at the completion of the forward flow test.

For backflow preventers sized 50.8 mm (2 in.) and under, the forward flow test shall be acceptable to conduct without measuring flow, where the test outlet is of a size to flow the system demand.

Where water rationing shall be enforced during shortages lasting more than 1 year, an internal inspection of the backflow preventer to ensure the check valves will fully open shall be acceptable in lieu of conducting the annual forward flow test.

Where connections do not permit a full flow test, tests shall be completed at the maximum flow rate possible.

The forward flow test shall not be required where annual fire pump testing causes the system demand to flow through the backflow preventer device.

All backflow devices installed in fire protection water supply shall be tested annually at the designed flow rate of the fire protection system, including required hose stream demands.

Where connections do not permit a full flow test, tests shall be conducted at the maximum flow rate possible.

System Valves.

During the annual trip test, the interior of the preaction or deluge valve shall be cleaned thoroughly and the parts replaced or repaired as necessary.

Fire Pumps

An annual test of each pump assembly shall be conducted under minimum, rated, and peak flows of the fire pump by controlling the quantity of water discharged through approved test devices.

A preventive maintenance program shall be established on all components of the pump assembly in accordance with the manufacturer's recommendations. Records shall be maintained on all work performed on the pump, driver, controller, and auxiliary equipment. In the absence of manufacturer's recommendations for preventive maintenance, perform all (no distinction of recommended frequency) fire pump maintenance procedures as described in NFPA 25 Table 8.5.3.

Standpipe Hose connections

Repair or replace the following as is determined necessary through inspections

Cap missing, Fire hose connection damaged, Valve handles missing, Cap gaskets missing or deteriorated, Valve leaking, Visible obstructions, Restricting device missing, Manual, semiautomatic, or dry standpipe — valve does not operate smoothly

Private Fire Service Main Inspection Testing and Maintenance

Provide inspections, testing and maintenance as applicable and as required by NFPA 25; 7.1 for the following component items:

Annual inspection testing and maintenance of hose houses, hydrants (wet barrel, dry barrel, and wall), monitor nozzles, mainline strainers, exposed and underground piping as described through NFPA 25; Chapter 7

3. Sprinkler Systems Testing, Inspection and Maintenance to be Provided as Scheduled

Provide testing, maintenance and inspection of the following Sprinkler Systems Equipment and/or its components. Comply with procedures as described in the referenced standards, Contractor's Quality Control and Assurance Plan, and Manufacturer's specifications:

Sprinkler Gauges. Gauges shall be tested every 5 years by comparison with a calibrated gauge. Gauges not accurate to within 3 percent of the full scale shall be recalibrated or replaced.

Representative samples of solder-type sprinklers with a temperature classification of extra high 163°C (325°F) or greater that are exposed to semi-continuous to continuous maximum allowable ambient temperature conditions shall be tested at 5-year intervals.

Sprinkler Piping An investigation of piping and branch line conditions shall be conducted by opening a flushing connection at the end of one main and by removing a sprinkler toward the end of one branch line for the purpose of investigating for the presence of foreign organic and inorganic material.

Tubercles or slime, if found, shall be tested for indications of microbiologically influenced corrosion (MIC). Testing through an approved laboratory shall be provided through written authorization by the University Contract Coordinator, and shall be paid for by the University at additional cost.

An obstruction investigation shall be conducted for system or yard main piping wherever any of the following conditions exist:

Defective intake for fire pumps taking suction from open bodies of water

The discharge of obstructive material during routine water tests

Foreign materials in fire pumps, in dry pipe valves, or in check valves

Foreign material in water during drain tests or plugging of inspector's test connection(s)

Plugged sprinklers

Plugged piping in Sprinkler Systems Equipment dismantled during building alterations

Failure to flush yard piping or surrounding public mains following new installations or repairs

A record of broken public mains in the vicinity

Abnormally frequent false tripping of a dry pipe valve(s)

A system that is returned to service after an extended shutdown (greater than 1 year)

There is reason to believe that the sprinkler system contains sodium silicate or highly corrosive fluxes in copper systems

A system has been supplied with raw water via the fire department connection

Pinhole leaks

A 50-percent increase in the time it takes water to travel to the inspector's test connection from the time the valve trips during a full flow trip test of a dry pipe sprinkler system when compared to the original system acceptance test.

The tests shall be conducted by a qualified person. Where water damage is a possibility, an air test shall be conducted on the system at 1.7 bar (25 psi) prior to introducing water to the system.

Flow Tests.

A flow test shall be conducted at the hydraulically most remote hose connection of each zone of an automatic standpipe system to verify the water supply still provides the design pressure at the required flow. Where a flow test of the hydraulically most remote outlet(s) is not practical, the authority having jurisdiction shall be consulted for the appropriate location for the test. All systems shall be flow tested and pressure tested at the requirements in effect at the time of the installation. The actual test method(s) and performance criteria shall be in accordance with Contractor's approved Quality Control and Assurance Plan. Standpipes, sprinkler connections to standpipes, or hose stations equipped with pressure reducing valves or pressure regulating valves shall have these valves inspected, tested, and maintained in accordance with the requirements of NFPA 25, Chapter 12. A main drain test shall be performed on all standpipe systems with automatic water supplies in accordance with the requirements of NFPA 25; Chapter 12. The test shall be performed at the low point drain for each standpipe or the main drain test connection where the supply main enters the building (when provided). Pressure gauges shall be provided for the test and shall be maintained in accordance with 5.3.2.

Hydrostatic Tests.

Hydrostatic tests at not less than 13.8-bar (200-psi) pressure for 2 hours, or at 3.4 bar (50 psi) in excess of the maximum pressure, where maximum pressure is in excess of 10.3 bar (150 psi), shall be conducted every 5 years on dry standpipe systems and dry portions of wet standpipe systems. The hydrostatic test pressure shall be measured at the low elevation point of the individual system or zone being tested. The inside standpipe piping shall show no leakage.

System Valves

Alarm valves and their associated strainers, filters, and restriction orifices shall be inspected internally every 5 years unless tests indicate a greater frequency is necessary.

Check Valves.

Inspection. Valves shall be inspected internally to verify that all components operate correctly, move freely, and are in good condition.

Maintenance. Internal components shall be cleaned, repaired, or replaced as necessary in accordance with the manufacturer's instructions.

Preaction Valves and Deluge Valves and Dry Pipe Valves/Quick-Opening Devices

Strainers, filters, restricted orifices, and diaphragm chambers shall be inspected internally the dry pipe valve shall be trip tested with the control valve fully open and the quick-opening device, if provided, in service.

Inspection and Testing of Sprinkler Pressure Reducing Control Valves, Hose Connection Pressure Reducing Valves and Hose Rack Assembly Pressure Reducing Valves

A full flow test shall be conducted on each valve and shall be compared to previous test results. Adjustments shall be made in accordance with the manufacturer's instructions.

Ventilation Control and Fire Protection of Commercial Cooking Operations

Inspection of the Fire-Extinguishing Systems

Maintenance of the fire-extinguishing systems and listed exhaust hoods containing a constant or fire-activated water system that is listed to extinguish a fire in the grease removal devices, hood exhaust plenums, and exhaust ducts shall be made by properly trained, qualified, and certified person(s) or company acceptable to the authority having jurisdiction at least every 6 months.

All actuation components, including remote manual pull stations, mechanical or electrical devices, detectors, actuators, and fire-actuated dampers, shall be checked for proper operation during the inspection in accordance with the manufacturer's listed procedures.

In addition to these requirements, the specific inspection requirements of the applicable NFPA standard shall also be followed.

Fusible links (including fusible links on fire damper assemblies) and automatic sprinkler heads shall be replaced at least semiannually or more frequently if necessary where required by the manufacturer.

The year of manufacture and the date of installation of the fusible links shall be marked on the system inspection tag. The tag shall be signed or initialed by the installer.

Other detection devices not including fusible links and automatic sprinklers shall be serviced or replaced in accordance with the manufacturer's recommendations.

Where automatic bulb-type sprinklers or spray nozzles are used and annual examination shows no buildup of grease or other material on the sprinkler or spray nozzles, annual replacement shall not be required.

Where required, certificates of inspection and maintenance shall be forwarded to the authority having jurisdiction.

Carbon Dioxide Extinguishing Systems

Inspection, Maintenance, and Instruction

At least every 30 days, an inspection shall be conducted to assess the system's operational condition.

All system hose, including those used as flexible connectors, shall be tested at 2500 psi (17,239 kPa) for high-pressure systems and at 900 psi (6205 kPa) for low-pressure systems.

Hose shall be tested as follows:

- (1) The hose shall be removed from any attachment.
- (2) Hose for hand lines shall be checked for electrical continuity between couplings.
- (3) The hose assembly shall then be placed in a protective enclosure designed to permit visual observation of the test.
- (4) The hose shall be completely filled with water before testing.
- (5) Pressure shall then be applied at a rate-of-pressure rise to reach the test pressure within 1 minute.
- (6) The test pressure shall be maintained for 1 full minute.
- (7) Observations shall then be made to note any distortion or leakage.
- (8) If the test pressure has not dropped and if the couplings have not moved, the pressure shall be released.
- (9) The hose assembly shall be considered to have passed the hydrostatic test if no permanent distortion has taken place.
- (10) Hose assembly passing the test shall be completely dried internally.
- (11) If heat is used for drying, the temperature shall not exceed 150°F (66°C).
- (12) Hose assemblies failing this test shall be marked, destroyed, and replaced with new assemblies.
- (13) Hose assemblies passing this test shall be marked with the date of the test on the hose.

All system hose, including those used as flexible connectors, shall be tested every 5 years.

A manufacturer's test and maintenance procedure shall be provided to the owner for testing and maintenance of the system.

The following shall be verified by competent personnel at least annually:

- (1) Check and test the carbon dioxide system for operation.
- (2) Check that there have been no changes to the size, type, and configuration of the hazard and system.
- (3) Check and test all time delay for operation.
- (4) Check and test all audible alarm for operation.
- (5) Check and test all visual signal for operation.
- (6) Check that all warning signs are installed in accordance with 4.3.2.
- (7) Check to ensure that the procedures are appropriate and the devices are operable.

The goal of this maintenance and testing shall be not only to ensure that the system is in full operating condition, but shall also indicate the probable continuance of that condition until the next inspection.

Discharge tests shall be made when any maintenance indicates their advisability.

High-Pressure Cylinder Weights

At least semiannually, all high-pressure cylinders shall be weighed and the date of the last hydrostatic test noted.

If, at any time, a container shows a loss in net content of more than 10 percent, it shall be refilled or replaced.

Halon 1301 Fire Extinguishing Systems

Inspection and Tests.

At least semiannually, all systems shall be thoroughly inspected, tested, and documented for proper operation by trained competent personnel. Tests shall be in accordance with the appropriate NFPA standards.

The agent quantity and pressure of refillable containers shall be checked. If a container shows a loss in net weight of more than 5 percent or a loss in pressure (adjusted for temperature) of more than 10 percent, it shall be refilled or replaced. When the amount of agent in the container is determined by special measuring devices in lieu of weighing, these devices shall be listed.

All halon removed from refillable containers during service or maintenance procedures shall be collected for recycling.

Factory-charged non-refillable containers that do not have a means of pressure indication shall be weighed at least semiannually. If a container shows a loss in net weight of more than 5

percent, it shall be replaced. All factory-charged non-refillable containers removed from useful service shall be returned for recycling of the agent.

The weight and pressure of the container shall be recorded on a tag attached to the container.

Container Test

DOT, CTC, or similar design Halon 1301 cylinders shall not be recharged without a retest if more than 5 years have elapsed since the date of the last test and inspection. The retest shall be permitted to consist of a complete visual inspection as described in the CFR, Title 49, "Transportation," Parts 170–190 and Subpart C, Section 173.34(e)(10), and Section 178.36 through 178.68.

Cylinders continuously in service without discharging shall be given a complete external visual inspection every 5 years, in accordance with Compressed Gas Association pamphlet C-6, Standard for Visual Inspection of Steel Compressed Gas Cylinders, Section 3, except that the cylinders need not be emptied or stamped while under pressure.

Where external visual inspection indicates that the container has been damaged, additional strength tests shall be required.

If additional tests used include hydrostatic testing, containers shall be thoroughly dried before refilling.

Before recharging a container, a visual inspection of its interior shall be performed.

Hose Test

All system hoses shall be examined annually for damage. If visual examination shows any deficiency, the hose shall be immediately replaced or tested. All hoses shall be tested at 1500 psi (10342 kPa) for 600 psi (4137 kPa) charging pressure systems, and at 900 psi (6205 kPa) for 360 psi (2482 kPa) charging pressure systems. The test shall be performed as follows:

- (1) Remove the hose from any attachment.
- (2) The hose assembly is then to be placed in a protective enclosure designed to permit visual observation of the test.
- (3) The hose must be completely filled with water before testing.
- (4) Pressure then is applied at a rate-of-pressure rise to reach the test pressure within a minimum of 1 minute. The test pressure is to be maintained for 1 full minute. Observations are then made to note any distortion or leakage.
- (5) If the test pressure has not dropped or if the couplings have not moved, the pressure is released. The hose assembly is then considered to have passed the hydrostatic test if no permanent distortion has taken place.
- (6) Hose assembly passing the test must be completely dried internally. If heat is used for drying, the temperature must not exceed 150°F (66°C).
- (7) Hose assemblies failing a hydrostatic test must be destroyed. They shall be replaced with new assemblies.

(8) Each hose assembly passing the hydrostatic test shall be marked to show the date of test.

All hoses shall be tested every 5 years.

Enclosure Inspection

At least every 6 months the halon-protected enclosure shall be thoroughly inspected to determine if penetrations or other changes have occurred that could adversely affect halon leakage.

Where the inspection indicates that conditions exist that could result in inability to maintain the halon concentration, they shall be corrected. If uncertainty still exists, the enclosures shall be retested for integrity.

Maintenance

These systems shall be maintained in full operating condition at all times. Use, impairment, and restoration of this protection shall be reported promptly to the authority having jurisdiction.

Any troubles or impairments shall be corrected at once by competent personnel.

Any penetrations made through the halon-protected enclosure shall be sealed immediately. The method of sealing shall restore the original fire resistance rating and tightness of the enclosure.

Clean Agent

Inspection and Tests

At least annually, all systems shall be thoroughly inspected and tested for proper operation by competent personnel. Discharge tests are not required.

At least annually, the agent quantity of refillable containers shall be checked. The container pressure shall be verified and logged at least monthly.

For halocarbon clean agents, if a container shows a loss in agent of more than 5 percent or a loss in pressure, adjusted for temperature, of more than 10 percent, it shall be refilled or replaced.

For inert gas clean agents that are not liquefied, pressure is an indication of agent quantity. If an inert gas clean agent container shows a loss in pressure, adjusted for temperature, of more than 5 percent, it shall be refilled or replaced. Where container pressure gauges are used for this purpose, they shall be compared to a separate calibrated device at least annually.

Dry Chemical Extinguishing Systems

Inspection, Tests, and Maintenance

At least semiannually, maintenance shall be conducted in accordance with the manufacturer's listed installation and maintenance manual.

As a minimum, such maintenance shall include the following:

- (1) A check to see that the hazard has not changed
- (2) An examination of all detectors, expellant gas container(s), agent container(s), releasing devices, piping, hose assemblies, nozzles, signals, and all auxiliary equipment
- (3) Verification that the agent distribution piping is not obstructed
- (4) Examination of the dry chemical (If there is evidence of caking, the dry chemical shall be discarded and the system shall be recharged in accordance with the manufacturer's instructions.)

Dry chemical in stored pressure systems shall not require semiannual examination but shall be examined at least every 6 years.

Where semiannual maintenance of any dry chemical containers or system components reveals conditions such as, but not limited to, corrosion or pitting in excess of the manufacturer's limits, structural damage or fire damage, or repairs by soldering, welding, or brazing, the affected part(s) shall be replaced or hydrostatically tested in accordance with the recommendations of the manufacturer or the listing agency. The hydrostatic testing of dry chemical containers shall follow the applicable NFPA procedures.

All dry chemical systems shall be tested, which shall include the operation of the detection system, signals, and releasing devices, including manual stations and other associated equipment.

Where the maintenance of the system(s) reveals defective parts that could cause an impairment or failure of proper operation of the system(s), the affected parts shall be replaced or repaired in accordance with the manufacturer's recommendations.

Each dry chemical system shall have a tag or label indicating the month and year the maintenance is performed and identifying the person performing the service. Only the current tag or label shall remain in place.

Fixed temperature-sensing elements of the fusible metal alloy type shall be replaced at least annually from the date of installation. Upon removal the links shall be destroyed.

Fixed temperature-sensing elements other than the fusible metal alloy type shall be inspected and cleaned or replaced if necessary in accordance with the manufacturer's instructions every 12 months or more frequently to ensure proper operation of the system.

Wet Chemical Extinguishing Systems

Inspection, Testing and Maintenance

At least semiannually, maintenance shall be conducted in accordance with the manufacturer's listed installation and maintenance manual.

Maintenance shall include the following:

- (1) A check to see that the hazard has not changed
- (2) An examination of all detectors, the expellant gas container(s), the agent container(s), releasing devices, piping, hose assemblies, nozzles, signals, all auxiliary equipment, and the liquid level of all nonpressurized wet chemical containers

(3) Verification that the agent distribution piping is not obstructed

Where semiannual maintenance of any wet chemical containers or system components reveals conditions such as, but not limited to, corrosion or pitting in excess of the manufacturer's limits; structural damage or fire damage; or repairs by soldering, welding, or brazing; the affected part(s) shall be replaced or hydrostatically tested in accordance with the recommendations of the manufacturer or the listing agency.

All wet chemical systems shall be tested, which shall include the operation of the detection system signals and releasing devices, including manual stations and other associated equipment.

Where the maintenance of the system(s) reveals defective parts that could cause an impairment or failure of proper operation of the system(s), the affected parts shall be replaced or repaired in accordance with the manufacturer's recommendations.

Each wet chemical system shall have a tag or label securely attached, indicating the month and year the maintenance is performed and identifying the person performing the service. Only the current tag or label shall remain in place.

Fixed temperature-sensing elements of the fusible metal alloy type shall be replaced at least annually from the date of installation. They shall be destroyed when removed.

Fixed temperature-sensing elements shall be cleaned or replaced if necessary in accordance with the manufacturer's instructions every 12 months or more frequently to ensure proper operation of the system.

Notification to University and Local Authorities:

Prior to performing any work on any system, the Contractor shall notify the University Coordinator. Contractor shall also contact the local authorities prior to a test conducted on the Sprinkler Systems Equipment, if and as required by such local authority or applicable law. The Contractor shall be responsible for any penalties, fines, damages, or actions imposed as a result of a failure to notify the local authorities.

Cooperation with Others

The University may, in its sole discretion, engage or employ the services of others to perform work related to but independent of the Services. In the performance of the Services, Contractor shall afford its full cooperation and coordinate its work with the work of these other contractors as may be required.

Such related work which may be provided through separate contracts with other contractors may include, but not be limited to, the following:

Fire Alarm Systems; Testing and Inspection

Fire Rated Doors Inspection, Repair and Maintenance

Smoke Dampers Testing, Inspection, Repair and Maintenance

Smoke Evacuation System Testing, Inspection, Repair and Maintenance
Emergency or Stand-By Generator Testing, Inspection, Repair and Maintenance

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EXHIBIT E

Unit Prices

Unit Price Services

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EXHIBIT F

Schedule of Values for Included Maintenance Services with the exception of Data Entry Services

Schedule of Values for Data Entry Services

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