

ATTACHMENT #2

ITEM #3 – PRODUCT AND/OR SERVICE SPECIFICATIONS FROM RFP DOCUMENT (RFP-22)

1. DESCRIPTION OF GOODS AND SERVICES:

1.1. GENERAL:

This Contract covers the requirements for purchase, installation and system integration of correctional video surveillance systems (closed-circuit television) and video management systems, (together “Correctional Video Surveillance/Management Systems” or “CVSMS”) for the Client Agency and repairs of the CVSMS when required by the Client Agency.

CVSMS consists of, but not limited to, interior and exterior video surveillance within Client Agency managed properties, analog and internet protocol cameras, personnel computer servers, workstations, encoders, decoders, ethernet networks, structured wiring and video management software.

Contractor shall follow Client Agency’s working and security policies and procedures while working within any facility. Client Agency shall provide these policies and procedures to the Contractor prior to Service being Performed.

Client Agency facilities are subject to occasional delays, closures, or other interference with respect to the facility access due to various security issues and facility lock downs. The Client Agency shall not compensate Contractor for such delays, closures or other interference without written authorization from the Client Agency.

The Client Agency shall utilize their own staff for the majority of repairs. The Client Agency shall contact the Contractor when and if repair services are needed. Contractor may be required to bring in a manufacturer representative for support and for service to equipment, as requested by the Client Agency.

1.2. GENERAL REQUIREMENTS:

Contractor shall continue to be a factory authorized Verint dealer and factory authorized distributor/dealer/service center for other manufacturers used by the Contractor, as applicable, for the term of the Contract.

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

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

Contractor shall coordinate all Services with the Client Agency’s facility staff prior to any Service being Performed on the CVSMS. Failure to do so may result in the Contractor being responsible for any applicable fines or fees incurred by the Client Agency.

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Contractor shall provide equipment necessary to perform any Service on the CVSMS, including mechanical lift equipment for gaining access to devices that are not readily accessible, at no additional expense to the Client Agency. Contractor shall maintain equipment and materials consistent with applicable Connecticut and Client Agency safety and health codes as well as administrative directives and policies (<http://www.ct.gov/doc/cwp/view.asp?a=1492&Q=450576&docNav=|>).

Contractor shall maintain a log book, provided by Client Agency, for all Services Performed at the Client Agency's location.

Contractor shall be on site to respond to all service calls within four (4) hours of Client Agency placement to include after hours, weekends and holidays.

If a manufacturer's representative is required to perform a service and is requested by the Client Agency, the Contractor may invoice the Client Agency a surcharge, as set forth in Exhibit B, for the scheduling and coordinating of the manufacturer's representative as long as a copy of the manufacturer's invoice for services rendered are provided to the Client Agency upon completion.

In the event that the Contractor is unable to complete repairs to a major component that is deemed critical by the Client Agency to its operation, the Contractor shall provide the Client Agency with loaner equipment, at no additional charge to the Client Agency. The loaner equipment will remain in place until such time as the Contractor is able to complete the repairs.

After normal working hours, the Contractor shall maintain an on-call factory trained and certified Verint technician(s) ready to respond on demand to any Client Agency needs. Should an issue arise where a problem requiring immediate repair falls beyond the technical expertise of a responding technician, the Contractor's highest tier service technicians must be contacted to support the responding technician. Contractor's service manager or assigned alternative shall always be on call to properly guide the responding technician or make arrangements for another technician to respond if necessary. If needed, the Contractor shall contact the manufacturer for technical support with prior written approval from the Client Agency.

1.3. PURCHASE AND INSTALLATION OF EQUIPMENT/REPAIR PARTS FOR NEW, UPGRADED OR EXISTING CORRECTIONAL VIDEO SURVEILLANCE AND MANAGEMENT SYSTEM SYSTEMS:

1.3.1. Purchase and Installation of Equipment and/or Repair Parts:

The following types of equipment related to the scope of this Contract may be purchased under this Contract:

Exterior and interior cameras; housing and mounts for cameras; monitors; keyboards; video equipment, security digital video recorders, videocassette recorder and other recording devices; cable; wiring; power supplies; and all equipment, parts and materials needed to install or house equipment.

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All CVSMS components will have emergency uninterruptible power supply and standby (generator) backup power to remain operational for a minimum one and a half (1.5) hour period.

All equipment purchased will be new and will be the manufacturer's most current model. Replacement parts will meet or exceed original equipment manufacturers specifications. All substitutes for the original manufacturers' equipment must be approved in writing by the Client Agency before installation.

1.3.2. Site Meeting and Inspections and Request for Quote for Equipment and/or Repair Parts:

The Client Agency shall request a quote from the Contractor(s) to upgrade, add, modify or replace any equipment (to include parts) to the CVSMS, as needed, for any Client Agency facility.

The Client Agency shall schedule a site meeting and inspection with the Contractor(s) prior to the deadline that the Contractor(s) is required to submit their quote to the Client Agency.

During the site inspection, the Client Agency shall provide specifications, working and security policies, project completion date and may provide a floor plan drawing of the location which will indicate where they would like the placement of all equipment. Contractor(s) shall specify if there are any required modifications and/or additions to the site and suggest any changes to the placement of all equipment, which are required to insure proper operation of the equipment. Contractor(s) shall carefully examine Client Agency's specifications, become familiar with the location's conditions and requirements that may in any manner affect the work to be performed as well as equipment, materials, labor, or services required under the Contract prior to providing the Client Agency a quote.

Contractor shall provide the Client Agency with a detailed, written and itemized quote for installation of additional systems, equipment upgrades, modifications and/or new systems within 10 business days after the site inspection. The quote will include, but not be limited to, all equipment to include manufacturer, model/part number; materials; and a breakdown of the number of hours to complete the project. The quote will be the actual cost listed on the Client Agency's purchase order for work provided regardless of the number of hours of work actually worked to complete the project. If equipment changes are required after the original quote, a supplemental quote with any updated CAD drawings, if applicable, will be submitted to the Client Agency for their records.

Client Agency may negotiate, with the Contractor, a discounted price on any CVSMS project.

1.3.3. Submittals:

Submittals (listed below) must be submitted as required in accordance with the project and technical specifications on a per project basis. Submittals shall include but not limited to manufacturer product data sheets and manuals, floor plan and shop drawings, installation materials and methods etc. in the specified format provided below. Contractor shall make any corrections to the submittals as required by the Client Agency, at no additional cost to the Client Agency. At the Contractor's expense, the Contractor shall resubmit the required number of copies of the proposed corrected copies until such proposed correction(s) are approved by the Client Agency.

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Submittal Formats:

Prior to starting new work, the Contractor shall provide three (3) copies of documentation in paper format and one (1) copy in electronic file format on compact disk media as follows:

- | | |
|----------------------|---------------------------------|
| 1. Drawings: | AudoCAD 2007 (.dwg & .dwf) |
| 2. Spreadsheets: | Microsoft Excel 2013 (.xlsx) |
| 3. Product Data: | Portable Document Format (.pdf) |
| 4. Manuals: | Portable Document Format (.pdf) |
| 5. Custom Documents: | Microsoft Word 2013 (.docx) |

Drawings must conform to the following:

1. Size will be 24" x 36" and/or 11" x 17".
2. Media will be minimum 24# white paper.
3. Title block must include Client Agency job title, project number, drawing description, Contractor name and contact information, scale and drawing date.
4. Scale shall be a minimum of 1"=50" for site drawings, 3/16" = 1' for floor plans views, 3/4"=1' for details.
5. Plotted text must be no less than 1/16" high and a height to width ratio of .8.

Paper copy submittal must be presented in 3" or less three ring binder(s) complete with cover sheet, table of contents, drawing index and submittal data.

Submittal cover sheet must include the following information:

1. Client Agency Project Name and Number
2. Facility Name & Location
3. Client Agency (name, address, phone number)
4. Contractor (name, address, phone number, e-mail address)
5. Sub-Contractor (name, address, phone number, e-mail address)

1.3.4. Installation of Equipment/Repair Parts:

Contractor shall provide a turnkey operation, including but not limited to, consulting, design and project management services; equipment delivery; installation of all equipment; final hook up for all devices; system testing; and onsite training at no additional charge to the Client Agency unless otherwise directed by the Client Agency in writing. All charges will be included in the quote provided to the Client Agency. Contractor shall maintain and complete Exhibit D, as attached to and incorporated into this Contract, for each project, throughout the term of the project.

Contractor shall deliver, and if required, install, integrate or program any equipment or non-equipment solution according to a written schedule that is to be approved by the Client Agency in writing prior to the commencement of the project.

Contractor shall provide blueprints and/or CAD drawings (at the discretion of the Client Agency) of typical equipment room layouts, specifying floor space, electrical outlet requirements and where all equipment will be placed for each system. Drawings and submittals are to be provided to the Client

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Agency at no additional charge. Cut outs/data sheets for major components are to be provided to the Client Agency at no additional charge.

Contractor shall provide the most current software and firmware with compatibility for all necessary equipment to function properly.

All equipment delivered for installation must conform to the testing standards at the time of purchase and must incorporate the most recent design changes from the manufacturer as of the scheduled delivery dates for that technology.

Contractor shall supply weekly activity reports and/or conduct inspections and testing on all equipment as required by the Client Agency.

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

Contractor shall remove all existing equipment and will be required to turn over all equipment removed to the Client Agency.

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

Contractor is responsible for all repairs made necessary by the installation or removal of equipment (i.e. patching, painting, plastering, conduit, dry wall restoration, etc.).

1.4. TRAINING:

Initial training related to equipment and/or repair parts and software installed will be provided by the Contractor at no additional cost to the Client Agency. Training will be sufficient for the Client Agency to fully understand and comprehend how the equipment/system/software operates. All training will be provided to all shifts during their normal work schedules including evening and night shifts, if required by the Client Agency.

If a Client Agency requires refresher training, or if a turnover in the Client Agency's staff generates a need for additional training, the Client Agency shall contact the Contractor to request training to be provided on a date and time mutually agreed upon by both parties, at no additional expense to the Client Agency.

If more advanced training is required, the Client Agency shall contact the Contractor for a quote.

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1.5. ACCEPTANCE AND SIGN OFF OF EQUIPMENT:

After the equipment has been installed and as part of the completion process, the Contractor shall provide the Client Agency Engineer with three (3) identical operation and maintenance manuals. Operation and maintenance manuals will be provided, as required, in accordance with the project and technical specifications on a per project basis.

Client Agency shall complete a final walk through and inspection with the Contractor after the installation has been finished. After the final walk through has been completed and approved, the Contractor and Client Agency shall sign off on a completed Exhibit D. Execution of Exhibit D constitutes acceptance by the Client Agency for purposes of the Contract. Contractor shall be responsible for ensuring that they and Client Agency receive a copy and that Client Agency receives the original of the Exhibit D. Contractor shall not invoice the Client Agency until after the final sign off of Exhibit D.

1.6. REQUIRED SERVICE REPORTS:

A legible written service report in a form acceptable to the Client Agency for repairs must be delivered to the Client Agency at the facility upon completion of any service. Contractor shall notify the Client Agency immediately of any discovered deficiencies (list code violations and reference standard with code section, if applicable) to the CVSMS and identify these deficiencies PROMINENTLY on the service report after any service.

The service report will include, but not be limited to, the following information:

- Date and time notified
- Date and time of arrival
- Location of Service
- Client Agency contact person and telephone number
- Contractor's name, business address and telephone number
- Name of technician performing the service
- Make and model number of equipment being serviced.
- Description of malfunction reported
- Diagnosis of failure and work performed
- Date and time failure was corrected
- Manufacturer name and manufacturer's part number for all equipment/parts replaced
- Charges for the service, if applicable
- Departure Time

Each report must be signed (printed and signed legibly) by the contact person/designee at the Client Agency's location to indicate receipt of the report only and by the Contractor's technician.

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

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Within ten (10) business days (or sooner) of the completion of service, the Contractor shall provide the Client Agency with a quote for deficiencies, per the rates provided in Exhibit B, and items that require correction, to include the specific code reference to code violation(s), if applicable. If requested, an additional copy of the report will be submitted to the Client Agency at no additional charge.

2. ADDITIONAL TERMS AND CONDITIONS:

2.1. APPLICABLE CODES, RECOMMENDATIONS AND REGULATIONS:

Where applicable, the CVSMS and Services performed under this Contract will be in strict accordance with, but not limited to, the latest revisions of the National Fire Protection Association codes, Connecticut Fire Safety Codes, Connecticut Fire Prevention Code, National Electrical Code, Connecticut Building Codes, International Building Codes, International Mechanical Code and International Existing Building Code, as accepted by the State Fire Marshal; local building codes; and manufacturer recommendations and/or requirements, as well as any other applicable, Client Agency Administrative Directives, Connecticut and Federal Historical Site Requirements, Occupational Safety and Health Administration, American National Standards Institute, American with Disabilities Act, United States or Connecticut Department of Energy and Environmental Protection Regulations, Department of Public Health Regulations, Connecticut and Federal Historical Site Requirements, United States Department of Transportation, UL and/or any other Federal and/or Connecticut Regulations/Statutes/Codes and any other applicable industry standards.

If any of the stated codes, recommendations and regulations are different, overlap or are in conflict with one another, the Contractor shall inform the Client Agency in writing which method will be used. The Client Agency reserves the right to have the Contractor correct any installation method, at no expense to the Client Agency, not found to be in the best interest of the State.

If any of these codes/requirements change and have an impact on the Contract, a Contract Supplement may be issued to reflect these changes.

2.2. LICENSES:

Contractor shall hold the following licenses, as applicable to the Service provided, issued by the State of Connecticut, Dept. of Consumer Protection, Department of Labor or any other license not listed below, as required by State law.

Subcontractors approved under Section 2.6 of this Exhibit A shall hold the following licenses, as applicable to the Service provided (on behalf of the Contractor), issued by the State of Connecticut, Dept. of Consumer Protection, Department of Labor or any other license not listed below, as required by State law.

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

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Correctional Video Surveillance and Management System (Closed-Circuit Television) License(s):

E-1, C-5 or L-5 Electrical Contractor types, with employees holding the respective E-2, C-6 or L-6 Electrical Journeyman type licenses, or be registered as an apprentice with the Connecticut Department of Labor. Note: License classification "L" is not acceptable for those portions of the CVSMS containing structured wiring, IP camera and associated ethernet network equipment.

2.3. CONTRACTORS PERSONNEL:

2.3.1. Technicians:

Contractor's personnel shall be qualified technicians with a minimum of three years of experience in electronic CVSMS service and repair. Contractor is responsible for providing all necessary training and certifications for their staff for all equipment listed in this Contract at the Contractors' expense.

Contractor shall also maintain a minimum of at least two (2) factory trained and certified Verint technicians on staff prior to the Effective Date and during the entire Contract term or one (1) factory trained and certified Verint technician with the second technician factory trained and certified within 9 months from Contract Effective Date and a minimum of (2) factory trained and certified Verint technicians for the remaining term of the Contract or the Contractor may be removed from this Contract.

Contractor shall provide proof of manufacturer certification(s) for all newly factory trained and certified technician(s), upon request from Client Agency.

2.3.2. Contract Managers:

Contractor shall provide a single point contact for each of the three managers listed below, along with a backup manager to fill in during time of absence of each manager. All managers shall be located in-state.

All managers and backup managers shall maintain the following qualifications:

- Ability to read and comprehend blueprints, plans and drawings.
- Strong verbal and written communication skills.
- Knowledgeable of the functionality of all company products.
- Minimum of five (5) years of experience in providing similar service.
- Ability to develop and maintain good client relations between Contractor and the Client Agency.

As part of the Contractor's standard ongoing technician performance management process, the Contractor's manager(s) are required to perform documented field visits (known as check rides) once per project to observe the Contractor employee performance in the course of conducting any installation/service to a CVSMS.

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2.3.3. Account Managers:

The Account Manager and backup Account Manager shall provide the following services:

- Serve as main point of contact for Client Agency.
- Apprise and handle any type of issues with the Client Agency and follow up as necessary to ensure that schedules are kept and repairs are completed in a timely manner.
- Oversee installation of new equipment and systems.
- Clarify and correct any invoicing and all performance issues.
- Provide a monthly updated list of system numbers for each state location.

2.3.4. Installation/Project Manager:

Contractor shall provide an Installation/Project Manager for all projects regardless of job scope or cost. The Account Manager shall fill in during time of absence of the Installation/Project Manager.

The Installation/Project Manager and backup Account Manager shall:

- Be the main point of contact for Client Agency.
- Schedule and coordinate all appointments with the Client Agency.
- Oversee installation of new equipment and systems.
- Apprise Client Agency of any issues with the project.
- Provide written weekly project updates to the Client Agency.
- Handle issues directly and follow up as necessary to ensure that schedules are kept and that the project is completed in a timely manner.

2.3.5. Service Manager:

Contractor shall provide a Service Manager for all projects regardless of job scope or job costs. The Account Manager shall fill in during time of absence of the Service Manager.

The Service Manager shall:

- Schedule and coordinate all appointments for service calls, inspections and testing with the Client Agency.
- Provide Client Agency with an estimated time of arrival and issue a ticket number(s) for all service calls.
- Provide Client Agency with updates on service call responses and diagnostics of the issues.
- Apprise and handle any type of issues with the Client Agency and follow up as necessary to ensure that schedules are kept and repairs are completed in a timely manner.
- Provide loaner equipment, at no charge to the Client Agency, when necessary to minimize down time.

2.4. LABOR RATES:

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Labor rates are to be considered straight time costs for work accomplished during normal working hours. Hourly rates will be charged in quarter hour increments and rounded up or down to the closest quarter hour after the minimum number of hours has been applied. All Services will be performed during the normal work day (as defined below).

Any Services performed after the normal work hours will be executed only with prior written approval from the Client Agency at the rates described in Exhibit B.

Normal Work Day: Either 7:30 to 3:00 or 8:00 am through 4:00 pm (depending on the facility), Monday through Friday, excluding all State holidays. Hours will be specified on the Client Agency's purchase order. Note that the actual hours worked could be affected by daily check in and check out and tool inventories.

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

After Hours, Saturday, Sunday and Holidays: This rate is for when emergency service is requested by the Client Agency after normal work day hours.

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

2.5. ADDITIONAL FEES:

Contractor shall not charge any additional fees including but not limited to, equipment rental (to include lift equipment), truck charges, fuel surcharges, travel time, travel costs, trip charges, mileage charges, portal-to-portal rates, parking fees, ancillary fees and costs including permits, licenses, insurance, and other expenses not listed within the Contract.

2.6. SUBCONTRACTING:

No subcontracting is allowed under this Contract except for:

- The electrical portion of this Contract. Contractor shall ensure that electrical subcontractor meets all licensing qualifications outlined in Section 2.2. of this Exhibit A.
- The manufacturer's field support. Contractor shall ensure that subcontractor meets the qualifications and performs Services as outlined in this Exhibit A.

DAS must approve any and all subcontractors utilized by the Contractor in writing prior to any such subcontractor commencing any work. Once approved, the subcontractor's information will be included in Exhibit F. DAS may remove any subcontractor from Exhibit F at any time if DAS deems a subcontractor is not qualified to performed work under this Contract.

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

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

Client Agency may prohibit the Contractor the use of any approved subcontractor(s) on a specific project.

Contractor may charge a markup percentage (refer to Exhibit B) over the total cost of the subcontractor's total cost. Contractor shall provide the Client Agency with a copy of the subcontractor's quote with their invoice.

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

2.7. PREVAILING WAGES:

Some or all of the Performance may be subject to prevailing wages. Accordingly, the following provision is included in this Contract in accordance with the requirements of Conn. Gen. Stat. Sec. 31-53(a):

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

2.8. PERFORMANCE BOND:

Performance bond amount will be determined by the Client Agency and will not exceed the total value of any single project. If the Client Agency requires a performance bond, the Client Agency shall request and maintain the performance bond from the Contractor.

2.9. ADD OR DELETE A SERVICE TO THE CONTRACT:

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The State reserves the right to add or delete any service not listed in this Contract that may be required due to codes and/or recommendations changes listed in Section 2.1 of Exhibit A during the term of the Contract.

If a Client Agency needs a specific service added to the Contract, the Client Agency shall submit the request in writing to Linda LoSchiavo at linda.loschiavo@ct.gov or her successor Contract Specialist. DAS shall then request a price for the service from the Contractor(s) listed within the Contract. After DAS reviews all the information and the service is approved, a Contract Supplement will be issued.

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

2.10. WARRANTY:

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

The warranty will provide the full cost to replace the defective item including, but not limited to, any labor, packing and shipping required to replace the defective item.

Service performed under this Contract is fully guaranteed by the Contractor against defect due to faulty material and/or workmanship.

Each new installation comes with one full year warranty for all newly installed system components. This warranty covers all parts and labor associated with correcting workmanship issues, faulty equipment and other related issues. Only the parts or systems newly installed are covered; therefore, any add-on to an existing system comes with a warranty specific to those components added.

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

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repairs to the equipment due to one of the conditions listed below, a charge will be made for such service at the rates listed in Exhibit B for labor and material.

Conditions not covered by warranty:

- Damage resulting from accidents, acts of God, acts of terrorism, alternation, misuse, tampering, abuse or other cause not related to a defect in material or workmanship.
- Failure of the Client Agency to properly follow operating instructions provided by the Contractor at time of installation or at a later date.
- Adjustments necessitated subsequent to completion of installation by the Contractor and acceptance by Client Agency due to misalignment of video cameras, improper adjustment of monitor brightness and/or contrast tuning dials or changes to lighting conditions in the area viewed by the camera(s).
- Trouble due to interruption of commercial power or to Client Agency facility standby and emergency power systems.
- Devices designed to fail in protecting the Equipment, such as, but not limited to, fuses and circuit breakers.
- Equipment changes requested by the Client Agency where the Contractor advised the Client Agency against such modifications.

2.11. SIGNING OF DOCUMENTS:

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

2.12. ACCOUNT TRANSITION:

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

The Contractor shall provide the lock-out codes to the panel or default the panel to allow any new contractor access to the panel and provide any other necessary information required to gain full access to the CVSMS as part of the transition period.

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

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

2.13. DAMAGES OF STATE AND/OR PERSONAL PROPERTY:

The Contractor shall be responsible for the repair or replacement cost of any damage to the State and/or personal property caused by the use, misuse or negligence of the Contractor or his employees. The Contractor shall report any damage to State property within seventy-two (72) hours of the occurrence. The damage will be reported verbally and in writing.

2.14. CONTRACT SEPARATELY/ADDITIONAL SAVINGS OPPORTUNITIES:

DAS reserves the right to either seek additional discounts from the Contractor or to contract separately for a single purchase, if in the judgment of DAS, the quantity required is sufficiently large, to enable the State to realize a cost savings, over and above the prices set forth in Exhibit B, whether or not such a savings actually occurs.

2.15. ENERGY STAR PROVISION (per CGS 4a-67c):

Equipment and appliances offered pursuant to this Contract shall meet or exceed the federal energy conservation standards set forth in the Energy Policy and Conversation Act, 42 USC 6295, any federal regulations adopted thereunder, and shall meet or exceed the federal Energy Star standards established by the U.S. Environmental Protection Agency and the U.S. Department of Energy.

2.16. CLIENT AGENCY PURCHASING AND PAYMENT INFORMATION:

Questions regarding purchase orders should be directed to Michael McGuinness, or his successor, at State of Connecticut, Department of Correction, 24 Wolcott Hill Road, Wethersfield, CT 06109 and may also be contacted at 860-692-7851 or Michael.mcguinness@ct.gov.

Payment and invoicing inquiries should be directed to the Accounts Payable Unit at State of Connecticut, P.O. Box 290891, Wethersfield, CT 06129-0891 and may be contacted at 860-692-7851.

Invoice must contain:

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

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2.17. P-CARD (PURCHASING MASTERCARD CREDIT CARD):

Notwithstanding the provisions of Section 4(b)(ii) of the Contract, purchases may be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

Contractor shall be equipped to receive orders issued by the Client Agency using the MasterCard. The Contractor shall be responsible for the credit card user-handling fee associated with MasterCard purchases. The Contractor shall charge to the MasterCard only upon acceptance of Goods delivered to the Client Agency or the rendering of Services.

The Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.

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

2.18. SECURITY AND/OR PROPERTY ENTRANCE POLICIES AND PROCEDURES:

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

2.19. DEPARTMENT OF CORRECTION REQUIREMENTS FOR CONTRACTORS WHO PERFORM AT A CORRECTIONAL FACILITY:

(1) Facility Admittance

- (A) Contractors shall not allow any of their employees to enter the grounds of or any structures in any DOC facility ("Facility") or undertake any part of the Performance unless the employees shall have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Facility.
- (B) Contractor employees who seek admittance to a DOC Facility must first undergo a background check to confirm their eligibility to be admitted into the DOC Facility. Accordingly, Contractors must obtain a Collect Background Report from the DOC a form for each employee assigned to and/or request admittance to any Client Agency's facilities. Contractor's personnel shall complete and submit that form to DOC at least 10 business days prior to the date that the employee is scheduled to arrive at the DOC Facility for the Performance. Information on the form includes the following:

- 1. Name

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

DOC will provide a written security clearance confirmation list for individuals that have been security cleared. Contractor's personnel will not be granted admittance to any facility without proper clearance. Contractor's personnel shall carry a copy of their authorized security clearance confirmation with them at all times.

Any questions relating to the Collect Background Report and completed forms should be emailed to: DOC.Collect1@ct.gov.

(2) Scheduling of Escorts

(A) Contractor shall provide the Client Agency and designated facility personnel with a 48 hour notice of the need for an escort(s) for the Contractor, Contractor's personnel, subcontractors, agents or invitees to enter a facility. Client Agency security clearance must be obtained prior to requesting an escort.

Notice shall include:

1. Number of personnel requiring entry to the facility.
2. Indicate whether such personnel will need access to more than one area of the facility.
3. Indicate which area(s) of the facility must be entered.
4. Month, date and hour of arrival.
5. Number of hours to be spent in a facility.

(B) Once an escort(s) is scheduled, Contractor shall provide 48 hour notice of any scheduling changes to the Client Agency and designated facility personnel.

Failure to notify the Client and designated facility personnel of scheduling change that results in the assignment of unnecessary escorts shall constitute a "no show occurrence". The Client Agency shall charge the Contractor \$360.00 per escort per day.

(C) Bona fide emergency situations, including but not limited to, severe weather, vehicular breakdown or accident or Contractor personnel illness that require cancelling an escort(s) on a scheduled date, require notice to the Client Agency and designated facility personnel two (2) hours before scheduled arrival time, if possible. Emergency situations shall be evaluated by the Client Agency on a case by case basis.

(D) Names of the Client Agency contact personnel, designated facility personnel and a 24 hour contact telephone number will be provided to the Contractor upon Contract Award.

(3) Official Working Rules

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

- (A) All Contractors shall report to the Facility's security front desk for sign-in, regardless of work location, immediately upon arrival at the Facility.
- (B) All Contractor personnel shall work under the observation of an assigned correctional officer or supervisor, who will provide escort for the duration of the work.
- (C) No verbal or personal contact with any inmates.
- (D) Equipment will be checked daily and, when not in use, locked in a secure place as the Facility officials may direct.
- (E) Hacksaws, blades and files will remain in the custody of the officer assigned, except when actually being used.
- (F) The correctional officials may refuse admittance to any Contractor personnel for any cause the correctional officials deem to be sufficient.
- (G) In the event of any emergency, all Contractor personnel will be escorted outside the Facility by correctional officials.
- (H) Contractors shall address all questions pertaining to interruptions of service or to safety of the Facility to the appropriate correctional official.
- (I) Work at the Facility shall be carried on during the time between 7:00 a.m. to 3:00 p.m. or 8:00 a.m. to 4:00 p.m. (depending on the facility), the maximum allowable working day being 8 hours. The Contractor shall not Perform any work at any Facility on any Saturday, Sunday or Holiday, unless DOC determines, in its sole discretion, that there is an emergency.
- (J) The Contractor shall ensure that when all equipment is not in use, it will be unusable or be supervised to prevent use by inmates.
- (K) The Contractor shall supply to DOC a copy of all material safety data sheets for all products used in the process of construction, construction materials, and products brought onto the Facility.
- (L) All Contractors shall sign out at the Facility's security front desk prior to departure following completion of any work.

(4) Rules Concerning Department of Correction Facilities

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

(A) Restricted Areas

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

(B) Inmates

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

(C) Vehicle Control

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

(D) Contraband

Contractors shall not bring clothing or contraband into or onto the Facility's grounds or leave clothing or contraband in a vehicle located on the grounds of the Facility outside of an area designated by DOC personnel. Contraband is defined below and all persons are subject to these DOC Facilities Rules concerning contraband when on the Facility's grounds.

Contractor shall not introduce into or upon, take or send to or from, or attempt the same to or from, the grounds of the Facility anything whatsoever without the knowledge of the Facility supervisor.

“Contraband” means any tangible or intangible article whatsoever which DOC has not previously authorized and may include letters, stamps, tools, weapons, papers, floor implements, writing materials, messages (written and verbal), instruments and the like. Contractors shall discuss any questions regarding such matters with the Facility supervisor immediately upon those questions arising.

Cigarettes and Cell Phones are “contraband.” Accordingly, Contractors shall leave them secured inside their locked vehicles in an area designated by DOC personnel.

Failure to comply with these Facilities Rules, in the sole determination of DOC, will result in the Contractor being removed from the Facility.

(5) State Laws Governing Unauthorized Conveyance, Possession or Use of Items, Weapons and Certain Devices

(A) Unauthorized conveyance of certain items brought into the Facility is governed by Conn. Gen. Stat. Sec. 53a-174, which provides as follows:

1. Any person not authorized by law who conveys or passes or causes to be conveyed or passed, into any correctional or humane institution or the grounds or buildings thereof, or to any inmate of such an institution who is outside the premises thereof and known to the person so conveying or passing or causing such convey or passing to be such an inmate, any controlled drug, as defined in section 21a-240, any intoxicating liquors, any firearm, weapon, dangerous instruments or explosives of any kind, any United States currency, or any rope, ladder or other instrument or device for use in making, attempting or aiding an escape, shall be guilty of a class D felony. [Penalty for a Class

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“D” felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed five (5) years.]The unauthorized conveying, passing, or possessing of any rope or ladder or other instrument or device, adapted for use in making or aiding an escape, into any such institution or the grounds or building thereof, shall be presumptive evidence that it was so conveyed, passed or possessed for such use.

2. Any person not authorized by law who conveys into any such institution any letter or other missive which is intended for any person confined therein, or who conveys from within the enclosure to the outside of such institution any letter or other missive written or given by any person confined therein, shall be guilty of a class A misdemeanor. [Penalty for a Class "A" misdemeanor per Sec. 53a-36 subsection 1, the term is not to exceed one (1) year.]
 3. Any person or visitor who enters or attempts to enter a correctional institution or Facility by using a misleading or false name or title shall be guilty of a class A misdemeanor.
- (B) Possession of weapons or dangerous instruments in the Facility is governed by Conn. Gen. Stat. Sec.53a-174a, which provides as follows:
1. A person is guilty of possession of a weapon or dangerous instrument in a correctional institution when, being an inmate of such institution, he knowingly makes, conveys from place to place or has in his possession or under his control any firearm, weapon dangerous instrument, explosive, or any other substance or thing designed to kill, injure or disable.
 2. Possession of a weapon or dangerous instrument in a correctional institution is a class B felony. [Penalty for a Class "B" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed twenty (20) years.]
- (C) Conveyance or use of electronic or wireless communication devices in the Facility is governed by Conn. Gen. Stat. Sec. 53a-174b, which provides as follows:
1. A person is guilty of conveyance or use of an electronic wireless communication device in a correctional institution when such person, without authorization by the Commissioner of Correction or the commissioner's designee, (1) conveys or possesses with intent to convey an electronic wireless communication device to any inmate of a correctional institution while such inmate is in such institution, or (2) uses an electronic wireless communication device to take a photographic or digital image in a correctional institution.
 2. Conveyance or use of an electronic wireless communication device in a correctional institution is a Class A misdemeanor.
- (D) The Client Agency will provide a written form containing the requirements of this section prior to entering a DOC facility for the first time. The Contractor, subcontractors and any of their employees who will enter DOC facilities will be required to sign and date acknowledgement of this sections requirements. The acknowledgement will remain in force until a revocation or lapse in a valid security clearance letter.