**EXHIBIT A: DESCRIPTION OF GOODS AND SERVICES**

**1) CONTRACTOR REQUIREMENTS**

**1.1 Contractor Organization**

Contractor shall be an authorized reseller, distributor, dealer or value added reseller of any manufacturer whose products Contractor offers to sell to the Client Agencies. Contractor shall remain an authorized reseller, distributor, dealer, or value added reseller of the manufacturer for the term of this Contract. Contractor shall maintain all State applicable and associated industry trades licensing as required. All technicians’ working within the State shall be licensed and certified by the State Department of Consumer Protection, as appropriate. All installations must follow all applicable State and Federal regulations and law.

**1.2 Contractor Staff**

During the term of the Contract, Client Agencies may request particular Contractor staff due to technical competence and familiarity with the Client Agency account. The Client Agency shall have the right to require the Contractor to replace any employee assigned to the Client Agency account if, in the opinion of the Client Agency, such employee is unacceptable.

**1.3 Federal Communications Commission (FCC) License and Additional Licenses**

Contractor shall remain licensed with the FCC for radio frequencies from the start to the end of their Contract with the State only if they intend to provide private carrier service to the Client Agencies. Contractor shall provide a paper or electronic copy of their FCC license to the State before the start of the Contract term. If applicable, Contractor shall provide a paper or electronic copy of any additional licenses that pertain to radio frequencies to the State before the start of the Contract term.

**2) PRODUCTS AND SERVICES**

**2.1 Product & Service Specifications**

Contractor shall provide the following: two-way portable, mobile and base station radios, mobile and base station repeaters, desktop control stations and accessories (“Products”). Portable and mobile radio types must be programmable up to thirty-two (32) channels. All radio types must have a three (3) year warranty. As specified in the Contractor’s Price Schedule, Exhibit B, Contractor shall provide services that consist of maintenance repair to the Products (“Services”).

**2.2 Accessories**

Contractor shall provide all accessories relevant and applicable to two-way portable, mobile and base station radios, mobile and base station repeaters, desktop control stations, base station radios, accessories and Services. The Contractor shall include the operator/user manual and service manual for each radio they offer.

**2.3 Availability of Products**

Contractor shall be certified by the manufacturer to provide all Products required by this Contract. In the event that furnished Products are discontinued, Contractor shall provide replacement Products, equal to or better than the discontinued Products from the same manufacturer, at the same discounted rate specified in Exhibit B SP-16, Price Schedule. Contractor shall request approval from the Contract Specialist/Contract Administrator thirty (30) business days prior to the initial introduction of the replacement Products. Contractor shall provide a list of replacement Products for approval by the Contract Specialist/Contract Administrator.

**2.4 Required Delivery Time Frame**

Contractor shall deliver Products within a thirty (30) business-day product delivery interval. A Product delivery interval is defined as the elapsed time between the date of purchase order receipt by the Contractor and the date the Product is received, in its entirety, at the Client Agency.

**2.5 Products and Standards**

Any Products delivered must be standard new Products, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned Products may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any part for the Products, it will be understood that the Contractor shall deliver such Products as are usually provided with the manufacturer's then current stock model.

**2.6** **Catalog and Pricing**

Contractor shall submit and provide access to a catalog containing all the Products or Services being offered through this Contract. The Contractor’s catalog must list all Products and Services separately, listing State pricing, and provide detailed specification of each Product and Service. State Contractor’s list price catalog must be equal to what is listed in the manufacturer’s list price catalog. Pricing for Products and Services must reflect the percentage discount stated in Exhibit B off the manufacturer’s list price catalog. Pricing discounts must be maintained throughout the term of the Contract. Client Agency reserves the right to seek additional discounts from the Contractor for a single purchase if the quantity required is sufficiently large. The State may also contract separately for a single purchase if the quantity required is sufficiently large and enables the State to realize a cost savings, over and above the prices set forth in Exhibit B.

When updates to the catalog are required, the Contractor shall submit a new electronic version of their catalog to the Contract Specialist/Contract Administrator for review and approval.

If Contractor offers any promotional Products and Services during the term of this Contract, these promotional Products and Services must be in effect for a minimum of thirty (30) days and will be available to all Client Agencies. Contractor shall not substitute Products or Services in the manufacturer’s list price catalog.

In addition to Section 2.8 of this Exhibit, any terms or conditions contained in the catalog price list or future versions of these catalog price lists will have no effect on the Contract. Nothing in the manufacturer’s list price catalog or future versions of the manufacturer’s list price catalog will be deemed to limit or clarify any obligation of the Contractor stated in the Contract, nor will it be deemed to impose any obligation on the State.

In addition to pricing directly related to Products and Services, Contractor shall also provide pricing for: labor rates (per hour/normal, after hours, emergency), installation charges (per hour/on or off site), training, cost for additional channels, and all other pricing indirectly related to the Contractor’s Products and Services. Contractor shall include all ancillary costs associated with the purchase of a Product or Service. The State shall not pay for travel time or shipping/delivery expenses and any labor charges for warranty Service regardless of day or time.

**2.7 Order Acknowledgement**

Contractor shall acknowledge all orders within forty-eight (48) hours (two business days) of receipt from the Client Agency. Client Agencies shall be notified in advance of back ordered or out of stock Products or Services upon order.

**2.8 Additional Agreements**

Additional agreements are not allowed. This Contract is the only documentation allowed for the purchase of Products and Services. Client Agencies are not authorized to sign any additional agreement(s) with the Contractor. All purchase orders must reference this Contract and may not deviate from the Products and Services offered under this Contract. The Contractor shall not introduce any documents including, but not limited to, third party lease or rental agreements, maintenance and service agreements to the Client Agencies for the acquisition, or purchase of any Products or Services. Any such documents are considered null and void. Any document, term or condition utilized by the Contractor will be considered invalid and any resulting liability is the responsibility of the Contractor. Any Products or Services delivered and installed under any of these null and void circumstances must be removed immediately by the Contractor and at the expense of the Contractor.

**2.9 Installation**

Installation must be complete including all Products required to ensure system coverage and must be fully operational within twenty-four (24) consecutive hours of delivery of the Products. All materials including but not limited to manuals, instructions, guides and training documents must be available in electronic and paper form and included at no cost to the Client Agency.

**2.10 Training**

Contractor shall provide training to the Client Agency at locations specified by Client Agency, if the Client Agency requests it, on a “service per hour” basis. Basic operator training is for Client Agency users and should address the operator features and functions of the Products and will be provided at no cost to the State.  Client Agency shall receive basic training for an unlimited number of users per training session.

**2.11 Labor Rates**

Contractor shall provide hourly labor rates for the following types of service: carry-in, on site-normal working hours, after hours, weekends, holidays, and emergency (24 hours, 7 days a week) service.

**3) Maintenance**

**3.1** **Service Requests/Repair Time Frame**

Service requests from Client Agencies must be acknowledged by the Contractor within four (4) hours of receipt by the Contractor. Contractor shall advise the requestor approximately when the service technician will arrive to repair the Product. Service technicians shall be on-site to affix repair within one (1) business day of when the service request was placed by the Client Agency. The affected Product must be repaired to operational status within three (3) business days from the date the service request was placed by the Client Agency. If the affected Product cannot be repaired to normal operation within three (3) business days, Contractor shall provide a loaner (equal to or better than the affected Product) in lieu of replacement at no charge to the State. In an extreme situation a full Product replacement in lieu of repair of the original Product may be required at the discretion of the Client Agency. The State shall retain any parts that are replaced as part of any repair or upgrade of Products.

**3.2 Software Upgrades**

All Products must be updated by Contractor to contain the most current versions of software available. All updates must be made at no additional cost to the Client Agency.

**3.3** **Emergency Support**

Contractor shall be available twenty-four (24) hours a day, seven (7) days a week to support the State on all emergency repairs including holidays.

**3.4 Warranty**

Contractor shall provide a total three (3) year warranty, including manufacturer warranty, from the date of Product acceptance by Client Agency. The warranty must cover, at no cost to the Client Agency, all parts, labor, firmware upgrades, software upgrades and shipping.

**4) ADDITIONAL TERMS AND CONDITIONS**

**4.1 Mandatory Extension to State Entities**

Contractor shall offer and extend the Contract to political sub-Divisions of the State, towns and municipalities, schools and not-for-profit organizations.

**4.2 P-Card (Purchasing MasterCard Credit Card)**

Purchases made by the Client Agency from the Contractor that are less than one-thousand dollars ($1,000) may be made using the State 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 Products 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’s MasterCard Program may be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at 860-713-5072.

**4.3 Sub-Contractor**

Contract Specialist/Contract Administrator shall approve any and all sub-contractor(s) utilized by the Contractor prior to any such sub-contractor(s) completing any work. Contractor acknowledges that any work provided under the Contract to any State entity is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any sub-contractor(s) as the State deems to be necessary or appropriate. Contractor shall be responsible for all payment of fees charged by the sub-contractor(s). A Performance evaluation of any sub-contractor(s) must be provided promptly by the Contractor to Contract Specialist/Contract Administrator upon request.

**4.4 Department of Correction Requirements for Contractor who Perform at a Correctional Facility**

1. Facility Admittance
2. Contractor shall not allow any of their employees to enter the grounds of or any structures in any Department of Correction (“DOC”) facility (“Facility”) or undertake any part of the Performance unless the employees shall have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Facility.
3. Contractor employees who seek admittance to a DOC Facility shall first undergo a background check to confirm their eligibility to be admitted into the DOC Facility. Accordingly, Contractor shall obtain from the DOC a form for each such employee and complete and submit that form to DOC at least ten (10) business days prior to the date that the employee is scheduled to arrive at the DOC Facility for the Performance. Information on the form includes the following:
   1. Name
   2. Date of Birth
   3. Social Security Number
   4. Driver's License Number
   5. Physical Characteristics (such as age, height, weight, etc.)
4. Official Working Rules

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

* 1. Contractor shall report to the Facility’s security front desk for sign-in, regardless of work location, immediately upon arrival at the Facility.
  2. All Contractor personnel shall work under the observation of an assigned correctional officer or supervisor, who shall provide escort for the duration of the work.
  3. No verbal or personal contact with any inmates.
  4. Products will be checked daily and, when not in use, locked in a secure place as the Facility officials may direct.
  5. Hacksaws, blades and files will remain in the custody of the officer assigned, except when actually being used.
  6. The correctional officials may refuse admittance to any Contractor personnel for any cause the correctional officials deem to be sufficient.
  7. In the event of any emergency, all Contractor personnel shall be escorted outside the Facility by correctional officials.
  8. Contractor shall address all questions pertaining to interruptions of Service or to safety of the Facility to the appropriate correctional official.
  9. Work at the Facility shall be carried on during the time between 8:00 a.m. and 12:00 Noon and between 12:30 p.m. and 4:30 p.m., the maximum allowable working day being eight (8) hours. The Contractor shall not perform any work at any Facility on any Saturday, Sunday or holiday, unless DOC determines, in its sole discretion, that there is an emergency.
  10. The Contractor shall ensure that when all Products are not in use, it will be unusable or be supervised to prevent use by inmates.
  11. 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.
  12. Contractor shall sign out at the Facility’s security front desk prior to departure following completion of any work.

1. Rules Concerning Department of Correction Facilities

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

1. Restricted Areas

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

1. Inmates

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

1. 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. Contractor shall ensure that all Products in, on or around the vehicles is secured and inaccessible to anyone else while in the Facility.

1. Contraband

Contractor 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. Contractor shall discuss any questions regarding such matters with the Facility supervisor immediately upon those questions arising.

Cigarettes and cell phones are “contraband.” Accordingly, Contractor 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.

1. State Laws Governing Unauthorized Conveyance, Possession or Use of Items, Weapons and Certain Devices
2. Unauthorized conveyance of certain items brought into the Facility is governed by Conn. Gen. Stat. Sec. 53a‑174, which provides as follows:
3. Any person not authorized by law who conveys or passes or causes to be conveyed or passed, into any correctional or humane institution or the grounds or buildings thereof, or to any inmate of such an institution who is outside the premises thereof and known to the person so conveying or passing or causing such convey or passing to be such an inmate, any controlled drug, as defined in section 21a-240, any intoxicating liquors, any firearm, weapon, dangerous instruments or explosives of any kind, any United States currency, or any rope, ladder or other instrument or device for use in making, attempting or aiding an escape, shall be guilty of a class D felony. [Penalty for a Class “D” felony per Sec. 53a‑35 subsection a, b, c, d is a term not to exceed five (5) years.]The unauthorized conveying, passing, or possessing of any rope or ladder or other instrument or device, adapted for use in making or aiding an escape, into any such institution or the grounds or building thereof, will be presumptive evidence that it was so conveyed, passed or possessed for such use.
4. 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.]
5. 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.
6. Possession of weapons or dangerous instruments in the Facility is governed by Conn. Gen. Stat. Sec.53a‑174a, which provides as follows:
7. 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.
8. 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.]
9. 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:
10. 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.
11. Conveyance or use of an electronic wireless communication device in a correctional institution is a Class A misdemeanor.

**4.5 Badge Requirements for the Connecticut Airport Authority, Bradley International Airport (the Airport)**

1. All Contractor employees shall pass all standard security requirements (based on activity and location) and pass prescribed driver training before entering Bradley International Airport or engaging in any part of the Performance.
2. Contractor shall not allow any of their employees to enter the Airport or undertake any part of the Performance unless the employees shall have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Airport. The security badge will be issued upon the successful completion of a ten year (10) criminal history records check and Transportation Security Administration Security Threat Assessment and a training/testing program – all administered by Airport personnel. The cost per person is $50. This charge is subject to change during the term of the Contract. Persons with felony convictions shall be evaluated on an individual basis. The Client Agency may, at any time during the term of the Contract and in its sole discretion, modify the criminal history records check, training, testing program, security and badge requirements. The Contractor shall comply with all such modifications.
3. The Contractor shall assign at least one individual, but no more than 3 individuals, to act as an Authorized Supervisor. for the airport. Prior to starting Performance, Contractor shall direct the Authorized Supervisors to comply with all of the applicable terms and conditions of this Contract, including doing any and all things which the Authorized Supervisors deem to be necessary or appropriate to ensure full Performance.
4. Client Agency shall deliver to the Contractor a copy of the applicable requirements of all Federal and State regulations governing aviation security activities prior to Contractor starting Performance. Contractor shall comply fully with all of those requirements and regulations and shall ensure the same for all of their employees who shall perform in any way.
5. The duties of the Authorized Supervisor are to:
6. Read, understand and follow fully all of the requirements of all Federal and State regulations governing aviation security activities;
7. Notify the security badge office or BDL Airport Operations **immediately** of all employee terminations and transfers in writing, which may include via e-mail.
8. Return to the security badge office or BDL Airport Operations a termination form with the terminated or transferred employee’s security badge along with all other security-related items that had been issued to the employee, including, but not limited to, keys, gate cards and ramp stickers, no later than twenty-four (24) hours after the effective date of the termination or transfer. If the Authorized Supervisor fails to return timely the badge or other security related-item, the Authorized Supervisor shall submit a termination form no later than one (1) week after the effective date of the termination or transfer, along with a written explanation detailing the course of action that has been taken towards retrieving the outstanding item(s);
9. Limit the distribution of security related information only to persons with valid, Bradley International Airport security badges and as requested by the Airport Security Coordinator (ASC) or designated representative ;
10. Not pre-sign badge applications and complete the entire Authorized Supervisor section of the badge application for all Contractor employees who shall perform under this contract;
11. Report lost or stolen badges in writing immediately to the security badge office and/or Airport Operations on the standard lost/stolen security badge report.

Contractor shall ensure that the Authorized Supervisors read, understand and follow all of their prescribed such regulations and requirements. Accordingly, prior to starting Performance and as a condition precedent to any of Contractor’ employees being allowed to enter the airport to perform, Contractor shall deliver to the Client Agency a document signed by the Authorized Supervisors in the following form:

1. **BRADLEY INTERNATIONAL AIRPORT**

**AUTHORIZED SUPERVISOR’S ACKNOWLEDGMENT AND ACCEPTANCE OF DUTIES**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the undersigned, with regard to \_\_\_\_\_\_\_\_\_\_\_ activities at Bradley International Airport (BDL), accept the assignment as an Authorized Supervisor under a certain Contract between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the State of Connecticut. I acknowledge and accept that as Authorized Supervisor under that Contract that my duties are to and I shall:

1. Read, understand and follow fully all of the requirements of all Federal and State regulations governing aviation security activities;
2. Notify the security badge office or BDL Airport Operations **immediately** of all employee terminations and transfers in writing, which may include via e-mail.
3. Return to the security badge office or BDL Airport Operations a termination form with the terminated or transferred employee’s security badge along with all other security-related items that had been issued to the employee, including, but not limited to, keys, gate cards and ramp stickers, no later than twenty-four (24) hours after the effective date of the termination or transfer. If the Authorized Supervisor fails to return timely the badge or other security related-item, the Authorized Supervisor shall submit a termination form no later than one (1) week after the effective date of the termination or transfer, along with a written explanation detailing the course of action that has been taken towards retrieving the outstanding item(s) ;
4. Limit the distribution of security related information only to persons with valid, Bradley International Airport security badges and as requested by the Airport Security Coordinator (ASC) or designated representative ;
5. Not pre-sign badge applications and complete the entire Authorized Supervisor section of the badge application for all Contractor employees who shall Perform under this contract; and
6. Report lost or stolen badges in writing immediately to the security badge office and/or Airport Operations on the standard lost/stolen security badge report.

With my signature below I am verifying that I have received a copy of and fully understand these requirements and my obligations and that I shall comply fully.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_

Company Name Signature of Authorized Supervisor Initials

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Company Mailing Address Print Full Name

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City, State, Zip Title

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Phone Number(s) Fax No. E-Mail Address

1. Contractor shall pay the Client Agency a fee of one-hundred dollars ($100.00) per unreturned badges for any terminated or transferred employee and reimburse the Client Agency, no later than thirty (30) days after receiving an invoice from the Client Agency, for any applicable Federal or State amounts, penalties or both for which the Client Agency may be held responsible resulting from the Contractor’ failure to follow fully all of the applicable Federal and State regulations and other requirements concerning aviation security activities, including, by way of example, but not by way of limitation, one-hundred dollars ($100.00) per unreturned badges for any terminated or transferred employee and up to eleven-thousand dollars ($11,000.00) per occurrence for an individual employee’s failure to comply with security regulations (including, by way of example, but not by way of limitation, failure to properly display security badge or failure to control access through a controlled access door with a proximity card reader). If Contractor fails to pay the fee or reimburse the Client Agency timely, the Client Agency may, in its sole discretion, demand and the Contractor shall, return all of the security badges for all of the Contractor’ employees. Consequently, Contract Specialist/Contract Administrator shall, at the Client Agency’s request, terminate the Contract. Contract Specialist/Contract Administrator and the Client Agency shall take into account such termination as an indication of Contractor’ not being responsible in future leasing and contracting opportunities.
2. The Client Agency may suspend or terminate security privileges of individual employees pending investigation of any individual who is alleged to have violated any security regulations. Security privileges for the Contractor as an entity may also be suspended or terminated for failure to comply with all security regulations.