



University of Connecticut  
*Administration and Operations Services*

Purchasing Department

Date: February 5, 2010

To: All Bidders

From: Karen White, Purchasing Agent II

ADDENDUM #1

RE: RFP KW012810 Provide and Install an Avaya S8500 Communications Solution

The following bidders' questions and answers are clarifications to this bid and should be considered an integral part of the bid.

**BID OPENING DATE REMAINS: February 17, 2010, 2:00 PM local time**

**THE INQUIRY PERIOD FOR THIS RFP IS NOW CLOSED.**

All other terms, conditions and specifications remain as per original bid.

**Please acknowledge receipt of this addendum prior to the due date and time via email to [karen.white@uconn.edu](mailto:karen.white@uconn.edu) or fax to 860 486-5051.**

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Name

**This signed addendum must be included in your bid response.**

*An Equal Opportunity Employer*

3 North Hillside Road Unit 6076  
Storrs, Connecticut 06269-6076

Telephone: (860) 486-2619

Facsimile: (860) 486-5051

web: [www.purchasing.uconn.edu](http://www.purchasing.uconn.edu)

## Questions to RFP KW012810 – Avaya S8500 Communications Solution

1. I see that this is a remote off of the S8720. It looks like it will be (2) G650 gateways with a S8500 LSP. Yes/No?

**Answer: Yes**

2. Will it tie back to the central site using an existing data network or a parallel voice network?

**Answer: Parallel voice network**

3. Is there any Local trunking in the gateways? Yes/No?

**Answer: Yes**

4. There is a local loopback plug for a T1 Circuit pack but I do not see any T1 circuit pack in the parts list. What's that for?

**See Question 13**

5. What about the Licensing for the remote site. Are there enough licenses in the S8700 to accommodate this site?

**Answer: Yes**

6. Would it be possible to get a print out of the existing main site switch where this site terminates?

**See Question 10**

7. Who is currently maintaining the Avaya system that is in place?

**Answer: Carousel Industries**

8. As the 8500 is no longer available is the 8710 ESS acceptable?

**Answer: Bid the items as specified. Refurbished parts with full warranty are acceptable.**

9. As no additional licenses were specified on this RFP does the UCONN have enough spare licenses?

**See Question 5**

10. Because this switch is going to integrate with your main switch system I need the PIPs report from your current main Avaya switch. This makes sure that the new system will integrate properly with the correct hardware, port count, voice-mails, etc.

**Answer: The awarded vendor will be supplied the information upon request during final negotiations.**

11. Would it be possible to provide a "Sold To" for the HUB PBX so that we can gather reports to make sure the parts list will accomplish the goal of the project?

**See Question 10**

12. The S8500C is no longer available for sale and the current Software Release is CM5.x. Is the intent to have the bidders quote the exact parts on the list or should we quote the latest hardware and software available by Avaya?

**Answer: The Main Campus System will not be upgrading to CM5.x, bid as listed.**

13. In the Parts list there is a CSU Cable and a loop back jack which usually accompany a T1 card but there is no T1 card in the parts list. Please confirm that the parts are needed or if a T1 board should also be added to the configuration.

**Answer: A T1 TN464F (or newer) Card should be included in the bid response.**

14. In 4.8.1, p. 6, it states that an Original and 4 copies of the proposal should be submitted. In 4.8.4, p. 6 it states that No fewer than an original and five (5) copies should be submitted. Please confirm how many copies of the proposal you would like submitted.

**Answer: An original and four (4) copies.**



## The University of Connecticut

### REQUEST FOR PROPOSAL

**RFP Number: KW012810**

**Provide and Install an Avaya S8500 Communications Solution**

**Proposal Release Date**

**January 28, 2010**

**Proposal Due Date:**

**February 17, 2010**

**Issued By: Karen White  
Purchasing Agent  
3 North Hillside Road Unit 6076  
Storrs, CT 06269-6076  
Phone: (860) 486-2624  
Fax: (860) 486-5051  
E-Mail: karen.white@uconn.edu**

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## **PART I - OVERVIEW**

The University of Connecticut is soliciting proposals from experienced and qualified Vendors to provide and install an Avaya S8500 Communications Solution for the Research Tower at the UConn Health Center 400 Farmington Avenue location. The UConn Health Center is seeking to have this system function as a node on the Main Campus Phone System, and to be “Survivable” in the event this site lost its connection from the Main Campus Communications system. The 400 Farmington Avenue site will be connected to our Main Campus at 263 Farmington Avenue via single Mode Fiber Optic cable. It is expected that this system will be networked to the Main Campus System via the aforementioned fiber-optic cable. Vendor’s proposal must include all associated hardware, software, cabling, project management and installation needed to install and network this site to the UConn Health Center’s Main Campus S8720 communications systems. The specifications and requirements which must be addressed in vendors’ responses can be found in Part VII, Performance Specifications and Vendor Requirements.

### **BACKGROUND**

The University of Connecticut Health Center (UCHC) is currently in the process of renovating 400 Farmington Avenue, Farmington CT. The existing building is a one story structure with a series of roof top mechanical monitors. The buildings occupied gross floor area is approximately 85,900 square feet. Occupancy is scheduled to take place in June 2010.

The project consists of new research and office spaces for the Stem Cell Core Lab, Center for Cell Analysis and Modeling, Department of Genetics and Developmental Biology, Technology Incubation Program and the UConn R&D program. In addition to these research functions the program includes support spaces such as wet and dry labs, vivarium facility, conference rooms and the Center for Cell Analysis and Modeling data center.

Goody Clancy of Boston, MA is the architect and FIP Corporation, Inc. of Cheshire, CT is the Construction Manager. Construction has begun and is approximately 65% complete. The substantial completion date is currently scheduled for May 2010. All departments will be relocated from the UConn Health Center located at 263 Farmington Ave. to the newly renovated 400 Farmington Ave. building.

## **PART II**

### **DEMOGRAPHICS**

UConn is a public research university and academic health center with 8 campuses enrolling approximately 29,000 students in Fall 2008. The original campus (dating to 1881) is located in Storrs, with regional campuses in Avery Point, Greater Hartford, Stamford, Torrington, and Waterbury; Schools of Law and Social Work in West Hartford; and the Academic Health Center, including a 200-bed in-patient facility, in Farmington.

For detailed information about the University of Connecticut, please refer to the Web site at:

<http://www.uconn.edu/about/>

## PART III - DEFINITIONS

### DEFINITIONS

- 3.0. Acceptance is defined as the date on which the hardware is installed on location, has been shown to pass power-on self-test, and vendor has guaranteed that the hardware components are at the latest generally accepted firmware levels for all components.
- 3.1. "Bidder", "Proposer", "Supplier", "Respondent" and "Vendor" refer to a Company responding to this Request for Proposal.
- 3.2. Response time is defined as the period of time between the problem(s) being reported to the Vendor, and when the Technician arrives on-site.
- 3.3. Repair time is defined as the period of time between the problem(s) being reported to the Vendor, and when the equipment is operating properly.
- 3.4. The word "University", or "UCONN", or a pronoun used in its place shall mean the University of Connecticut main campus at Storrs, CT, as well as its satellite campuses.

**PART IV - INTRODUCTION**

- 4.0 Scope:** The University of Connecticut is seeking proposals from qualified suppliers to provide and install an Avaya S8500 Communications solution for the UConn Health Center 400 Farmington Avenue location.
- 4.1 Support Plan:** We are requesting that each Vendor provide a Plan to support its proposal. The Plan should describe the on-site and off-site technical support, on-site and off-site sales support as outlined in Part VII Performance Specifications and Vendor Requirements.
- 4.2 Term of Contract:** The University plans to award a contract from this RFP for an anticipated overall period of one (1) year. However, this contract will not be an exclusive contract. Additional equipment requirements, based upon specific system functionality and/or research projects, will be exempted from this contract. The University reserves the right to issue purchase orders for hardware and related peripherals, at its discretion and in the best interest of the University.
- 4.3 Contract Commencement:** The contract commencement date shall be negotiated for the earliest date after contract award. Vendor should specify the best possible start date in days after receipt of award of a purchase order.
- 4.4 Terms and Conditions:** The terms and conditions should be reviewed very carefully to ensure full responsiveness to the RFP.

The anticipated Award will be, in form and substance, consistent with applicable University policy and regulations and State of Connecticut statutes and regulations regarding the creation and execution of such Award. The failure of any respondent to receive or examine any contract, document, form, addendum or to visit the sites and acquaint itself with conditions there-existing, will not relieve it of any obligation with respect to its proposal or any executed contract. The submission of a proposal shall be conclusive evidence and understanding of the University's intent to incorporate such terms and conditions into the Award.

**The University of Connecticut reserves the right to reject any bid that does not comply with the State's contractual requirements. Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of this RFP.**

- 4.5 Specifications:** The specifications in Part VII must be responded to on a point-by-point basis so the University can evaluate how the proposer plans to meet these requirements. Vendors must use the RFP numbering scheme in their response to allow for efficient evaluation. See 4.8.3 for additional details.
- 4.6 Estimated Timetable:** The following schedule will apply to this RFP.

Release of RFP	January 28, 2010
Closing Date for Inquiries	February 3, 2010
<b>Submission of RFP Due</b>	<b>February 17 2010, 2:00 p.m.</b>
Vendor Presentations (if necessary)	To be determined
Anticipated Award Date	March 10, 2010
Delivery and installation Anticipated No Later Than	April 5, 2010
Acceptance (see definition in Part III and Part VII)	April 21, 2010

- 4.7 Inquiries:** Direct all inquiries relative to the conditions and specifications listed herein to:

Karen White  
 University of Connecticut  
 Purchasing Department  
 3 North Hillside Road Unit 6076  
 Storrs, CT 06269-6076  
 Phone: (860) 486-2623  
 Fax: (860) 486-5051  
**E-mail:** [karen.white@uconn.edu](mailto:karen.white@uconn.edu)

- 4.8 Submission Format:** The following process so described is intended to ensure that all



Vendors have equal access to information relative to this RFP. No information communicated verbally shall be effective unless confirmed by written communication from the Purchasing Department of the University of Connecticut.

In all cases, no verbal communication will override written communications and only written communications are binding.

- 4.8.1** An original and four (4) copies of the proposal, along with a CD containing the proposal, must be submitted in a sealed envelope or box and sent to:

University of Connecticut  
Purchasing Department  
Attention: Karen White  
3 North Hillside Road Unit 6076  
Storrs, CT 06269-6076

Reference RFP No. KW012810  
Provide and Install an Avaya S8500 Telephone System  
On or before 2:00 p.m. on February 17, 2010

**\*\*\*IMPORTANT NOTE\*\*\***

**Any RFP proposal received after the date and time stated in Section 4.8.1 will not be considered and will be returned to the Vendor unopened.**

- 4.8.2** Proposals should be presented in a format that can easily be incorporated into a contract between the proposer and the University of Connecticut, encompassing the guidelines detailed in the Request for Proposal as required by the University. Faxed proposals will not be accepted.
- 4.8.3** Each proposal must include a table of contents with page numbers for each of the required components of the proposal.

All proposals must include a point-by-point response to this RFP. Each response must be cross-referenced to the corresponding numbered item in this RFP and described in as much detail as possible. No fewer than an original and five (5) copies of the proposal shall be submitted. Additionally, to facilitate photocopying, if needed, proposals must be three- (3) hole punched and submitted in three ring, loose-leaf binders.

Failure to respond to all points may be grounds for rejection. Likewise, failure to supply any information required to accompany the proposals may cause a rejection of the proposal as non-compliant. The University reserves the right to request additional information and/or presentations, if clarification is needed.

If you require additional space to completely answer any of the questions contained in this proposal document, include attachments and identify your response by page number, section heading, and specific section number. All proposals must be submitted in a sealed envelope and labeled as noted in 4.8.1. No responsibility will be attached to any person for the premature opening of any proposal that is not properly identified.

E-mail or electronic attachments are not acceptable means of submitting a proposal and will be rejected as non-conforming. If you intend to use an express delivery service, it is recommended that you stress the need to deliver your package to the building and office designated above. Packages delivered by express mail to other locations might not be re-delivered to the appropriate address in time to be considered.

Proposals that do not substantially conform to the contents of the bid request, consequently altering the basis for proposal comparison, may be disregarded and considered as unresponsive.

- 4.8.4** Pricing must be provided separately from Vendor's detailed proposal. Failure to provide pricing as requested may be sufficient reason to reject a proposal as noncompliant.

**4.8.5** All required signatures must be affixed in Part VII, X, and XI.

**4.8.6** At the specified time stated in 4.8.1, all proposals received as stipulated, shall be publicly opened and dated. However, due to the complexity of the bid, only the names of the respondents will be read, as no immediate decision will be made. All information will be confidential until after review and action by the Evaluation Committee. All interested parties are; however, welcome to attend the bid opening.

**4.8.7 Confidential Information:** The University treats Proposals as confidential until after the award is issued. At that time they become subject to disclosure under the Freedom of Information Act. If a respondent wishes to supply any information, which it believes is exempt from disclosure under the Act, that respondent should summarize such information in a separate envelope and each page submitted should clearly state "Confidential," but otherwise be presented in the same manner as the Proposal. However, any such information is provided entirely at the respondent's own risk and the University assumes no liability for any loss or damage which may result from the University's disclosure at any time of any information provided by the respondent in connection with its proposal.

**4.8.8 Vendor's bid must include copies of any agreement that will be incorporated into an award. Terms must be acceptable to University of Connecticut prior to an award and will be incorporated into the University's standard agreement template. A copy of the template is available upon request.**

**4.9 Pre-Proposal Conference:** There is no pre-proposal conference scheduled.

**4.10** Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth and must include information that will enable the University to determine the proposer's overall qualifications.

**4.11 Completed RFP's:** Each Vendor must respond to, and be capable of, supplying all services and equipment outlined in the RFP specification.

**4.12 Addenda to the RFP:** If it becomes necessary to revise any part of this RFP, notice of the revision will be given in the form of an addendum to all prospective proposers who are on record with the Purchasing Department as having received this RFP. All addenda shall become a part of this RFP and will be posted on the University of Connecticut Purchasing Department website, as well as the State of Connecticut Department of Administrative Services Procurement website.

Receipt of addenda must be acknowledged by each proposer, and the failure of a proposer to acknowledge any addendum shall not relieve the proposer of the responsibility for complying with the terms thereof. All addenda must be signed by an authorized Respondent representative and returned with the proposal on or before the proposal opening date. Failure to sign and return any and all addendum acknowledgements shall be grounds for rejection of the proposal response. (See Section XI, Form of Proposal.)

**PART V**  
**TERMS AND CONDITIONS**

The following terms and conditions will govern in the submission and evaluation of proposals and the award of a contract. Vendors are requested to carefully review the terms and conditions, as they will become part of any subsequent agreement and award.

**5.0 Contract Status:** The response to this RFP will be considered an offer to contract. Final negotiations on the highest evaluated offer will be conducted to resolve any differences and informalities. After final negotiations, an acceptance of the proposal offer will be issued by the University in accordance with paragraph 5.1 below.

**5.1 Contract Format:** The resulting contract will be the product of negotiations and will be the entire agreement between the University and the Vendor, superseding and rescinding all prior agreements relating to the subject matter thereof.

**5.2 Contract Termination for Cause:** The University may terminate any resulting contract for cause by providing a Notice to Cure to the Vendor citing the instances of noncompliance with the contract.

**5.2.1** The Vendor shall have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.

**5.2.2** If the Vendor and the University reach an agreed upon solution, the Vendor shall then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.

**5.2.3** If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Supplier, the University reserves the right to terminate the agreement.

**5.2.4** If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract.

**5.3 Contract Modification:** All changes to the contract must be agreed to, in writing, by both parties prior to executing any change.

**5.4 Contract Assignment or Subcontract:** The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of the University.

**5.5 Notification of Selected Vendor:** It is the University's intention to review proposals and complete contract negotiations on or before March 10, 2010. All Vendors will receive written notification of this action after the University of Connecticut Evaluation Committee has approved the selection.

**5.6 Term of Contract:** The contract will be an anticipated term of one (1) year. The contract will commence on date of award.

**5.7 RFP Status and Submission Information:**

**5.7.1 RFP Acceptance/Rejection:** The University reserves the right to cancel this Bid, to reject any or all proposals received, or any part thereof without penalty, to waive informalities or irregularities and to award a contract not based solely on the lowest cost, but based on an offer which, in the sole opinion of the University, best fulfills or exceeds the requirements of this RFP and is deemed in the best interest of the University. Non-acceptance of a proposal shall mean that another proposal was deemed more advantageous to the University or that all proposals were rejected. Firms whose proposals are not accepted shall be notified after a binding contractual agreement between the University and the selected bidder exists or after the University has rejected all proposals.

**5.7.2 RFP Submittals:** Any exceptions and/or alternates must be stated in the response to the RFP. Failure to provide required data to allow for evaluation of the RFP or failure to complete the accompanying documents may be grounds for rejecting the RFP.

12 Further, the University expressly reserves the right to negotiate prior to an award, any contract that may result from this RFP. Further, this bid creates no obligation on the part of the University to award a contract. The company's bid will represent its best and final offer.

**5.7.3 Effective Period of Proposals:** The proposals submitted must remain in effect for a minimum period of one hundred twenty (120) days after the closing date to allow time for evaluation, approval and award of the contract.

**5.7.4 Minor Defects:** If, during the evaluation process, the University determines that a particular mandatory requirement may be modified or waived and still allow the University to obtain goods/services that substantially meet the intent of this RFP, the mandatory requirement will be modified or waived for all bidders, and all proposals will be re-evaluated in light of the change.

**5.7.5 Withdrawal of Proposals:** A proposal shall not be modified, withdrawn or canceled by the bidder for a period of one hundred twenty (120) days following the date and time assigned for the receipt of proposals.

Prior to the time and date assigned for receipt, proposals submitted early shall be modified or withdrawn only by written notice to the University. The Coordinator, as identified in paragraph 4.7, shall receive such written notice.

Modified proposals may be submitted up to the time designated for receipt of the proposals as noted in paragraph 4.81 provided they are then fully in conformance with these terms and conditions.

**5.7.6 Sales Tax Exemption:** The University of Connecticut is exempt from Federal Excise taxes and no payment will be made for any taxes levied on the contractor's employees' wages. The University is exempt from State and Local Sales and Use Taxes on the services and/or equipment supplies pursuant to this Agreement.

## **5.8 Indemnification Requirements:**

**5.8.1 Hold Harmless:** The bidder agrees to jointly and severally indemnify and hold the University, its successors and assigns harmless from and against all liability, loss, damage or expense including reasonable attorney's fees which the State of Connecticut may incur or sustain by reason of the failure of the bidder to fully perform and comply with the terms and conditions of any contract resulting from this RFP. Further, the University assumes no liability for any damage to the property, or for personal injuries, illness, disabilities or deaths the contractor, contractor's employees and any other person subject to the contractor's control, or any other person including members of the general public, caused in whole or in part, by a) contractor's breach of any term or provision of the awarded contract; or b) any negligent or willful act or omission of the contractor, its employees or subcontractors in the performance of the awarded contract. The contractor agrees to indemnify, save harmless and defend the University from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto (including the cost of defense, settlement and reasonable attorney's fees) which may hereafter incur, become responsible for, or pay out as a result of acts or omissions covered herein.

State of Connecticut agencies (University of Connecticut) may not enter into indemnification or "hold harmless" agreements. In the event of a loss by the vendor or any third party, recourse may be found through the State of Connecticut Claims Commission, as provided under Chapter 53 of the General Statutes of the State of Connecticut, in which all claims against the State of Connecticut and the University of Connecticut will be filed with the Connecticut Claims Commissioner.

**5.8.2 Liens:** The successful Vendor shall keep the University free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of equipment and services by or to the Vendor.

**5.8.3 Choice of Law and Venue:** The terms and provisions of this RFP and any ensuing contract shall be governed by and construed in accordance with the laws of the State of Connecticut.

- 13**5.8.4** **Actions of Vendor:** The actions of the successful Vendor with third parties are not binding upon the University. The Vendor is not a division of the University, partner or joint venture of/with the University.

## **5.9 Pre-Award Presentations and Negotiations:**

- 5.9.1 Pre-Award Presentations:** As a part of the evaluation process, the University may require presentations from the highest ranked proposers. If a bidder is requested to make a presentation, the bidder will make the necessary arrangements and bear all costs associated with the presentation. (See Section 5.15.3 for clarification.)
- 5.9.2 Award Negotiations:** Selection may be made without further discussion or negotiation; therefore, proposals should be submitted on the most favorable terms, which can be submitted in response to this Request for Proposal. Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth and must include information that will enable the University to determine the Vendor's over all qualifications. The University reserves the right to request additional information or clarification on any matter included in the proposal. Prior to the award, the University may elect to conduct negotiations with the highest ranked proposers for purposes which include:
- 5.9.2.1** Resolving minor differences and informalities
  - 5.9.2.2** Clarifying necessary details and responsibilities
  - 5.9.2.3** Emphasizing important issues and points
  - 5.9.2.4** Receiving assurances from proposers
  - 5.9.2.5** Exploring ways to improve the final contract

## **5.10 Standard Terms and Conditions:**

- 5.10.1 Business Relationship Affidavit:** The proposer must certify that no elected or appointed official or employee of the University has benefited or will benefit financially or materially from the proposed Agreement. The University may terminate any Agreement if it is determined that gratuities of any kind were either offered to or received by any University officer or employee contrary to this policy. The authorized signatory of a submitted proposal automatically attests this to be true.
- 5.10.2 Equal Employment Opportunity Requirements:** In entering into any contract resulting from this RFP, the proposer agrees to comply with Equal Employment Opportunity and Affirmative Action requirements as stipulated Executive Order No. Three of Governor Thomas J. Meskill promulgated on June 16, 1971 and Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973.
- The proposer shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, sexual orientation, physical or mental disability, or any other group covered by law. The proposer shall take affirmative action to ensure applicants are employed and the employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, age, sexual orientation, physical or mental disability or any other group covered by law, except where it relates to a bona fide occupational qualification.
- 5.10.3 Federal, State and Local Taxes, Licenses and Permits:** The successful Vendor will comply with all laws and regulations on taxes, licenses and permits.
- 5.10.4 Waiver of Rights:** No delay or failure to enforce any provision of this agreement shall constitute a waiver or limitations of University's rights under any resulting contract.
- 5.10.5 Prior Course of Dealings:** The parties hereby agree that no trade usage, prior course of dealing or course of performance under other contracts shall be a part of this agreement or shall be used in the interpretation or construction of this agreement.
- 5.10.6 Warranty:** The proposer warrants that the goods or services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the

14 proposer knows of the purchaser's intended use, the proposer warrants that the goods or services are suitable for the intended use.

## 5.11 **Responsibilities of the Vendor:**

**5.11.1 Observing Laws and Regulations:** The Vendor shall keep fully informed of and shall faithfully observe all laws, national and state, and all ordinances and regulations affecting responsibility to the University, or affecting the rights of supplier's employees, and he shall protect and indemnify the University, its officers, and agents against any claims of liability arising from or based on any violation thereof.

**5.11.2 Representations:** Each firm, by submitting a proposal, represents that it:

**5.11.2.1** Has read and completely understands the proposal documents.

**5.11.2.2** Is totally familiar with the conditions under which the work is to be performed including availability and cost of labor and materials.

**5.12 Repairs to Property Damage:** Existing facilities damaged during installation and/or service by the Vendor, the Vendor agents or employees, shall be repaired and left in as good condition as found. All repairs shall be accomplished at no cost to the University.

## 5.13 **Insurance Requirements:**

**5.13.1 Insurance:** The proposer shall secure and pay the premium or premiums of the following policies of insurance with respect to which minimum limits are fixed in the schedule set forth below. The University of Connecticut shall be included as a named insured on all such policies. Each such policy shall be maintained in at least the limit fixed with respect thereto, and shall cover all of the proposer's operations hereunder, and shall be effective throughout the period of this contract or any extension thereof. It is not the intent of this schedule to limit the types of insurance required herein.

- 1) Worker's Compensation Insurance: Must meet statutory requirements of the laws of the State of Connecticut and any additional requirements of the University of Connecticut. A statutory exemption from Worker's Compensation shall not be deemed a satisfactory alternate to meeting this requirement. In no event shall an award be made to any firm failing to provide such evidence in a form satisfactory to the University.
- 2) Public Liability Insurance \$1,000,000.00.
- 3) Property Damage Insurance \$1,000,000.00.

5.13.2 As to insurance required by this agreement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the University within fifteen (15) days after the tentative award of this agreement. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate in lieu thereof. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving thirty (30) days written advance notice thereof to the University's representative and that the insurance reflected thereon meets the minimum requirements of the proposal. A renewal policy or certificate shall be delivered to the University at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the University as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the University, the Proposer shall promptly obtain a new and satisfactory policy in replacement upon such written notice from the University.

## 5.15 **RFP Evaluation:**

**5.15.1 RFP Evaluation Criteria:** The award of an Agreement to furnish and install an Avaya S8500 Telephone System will be based upon a comprehensive review, analysis and negotiation of the

15 proposal, which best meets the needs of the University. The contract award will be based on a points-earned matrix derived from a technical and financial evaluation.

The award shall be made to the most responsive bidder offering the best value and with the highest total matrix scores as determined by the University. All Vendors submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method. The University will include in its evaluation: proposals, presentations, if requested, references and interviews.

All proposals will be evaluated by a committee, which will use the specific evaluation criteria listed below. The importance given to each element is represented proportionately by the respective weight assignments. Proposals will be evaluated as to the vendor's response to the following criteria:

**A. Proposed Solution** **15 points**

Vendor's ability to establish the University's confidence that the proposed solution will interoperate correctly with the existing infrastructure into which the new equipment will be integrated, as demonstrated in their proposal.

**B. Timelines** **15 points**

Vendor's ability to meet timelines specified herein.

**C. References** **20 points**

Assessment of the responses obtained from Vendor's references to the questions for vendor references.

**D. Cost (submitted separately)** **40 points**

A competitive analysis of the total cost of the Vendor's proposed solution

**E. Vendor Compliance** **10 points**

**Vendor's compliance with all terms and conditions of RFP.**

**Total Maximum Points Available – 100**

**5.15.2 Supplemental Information:** As part of the weighted average review, the University may request the Vendor to supply, in writing, clarifications, additional documentation or information needed to fairly evaluate each proposal.

**5.15.3 Presentations:** The University reserves the right, but is not obligated, to request that each proponent provide a formal presentation of its proposal at a date and time to be determined. If required by the University, it is anticipated that such presentation will not exceed two (2) hours. No proposer will be entitled to be present during, or otherwise receive any information regarding, any other presentation of any other proposer.

**5.15.4 Review of References:** Each proposer is required to provide a current customer list with a minimum of three business references where your organization has provided and installed Avaya Communications hardware and/or software similar to the hardware you're proposing for the University of Connecticut. Please include name, title, telephone number and e-mail address of a contact person at each institution. The University reserves the right, but is not obligated to, contact and review the program of any institution by any proposer as a reference. (See Part VIII.)

16 **5.15.5 Supplier Representatives:** Proposer must identify the people it anticipates representing the Vendor in developing and implementing the Award. The University may conduct interviews with identified supplier representatives as a part of its evaluation process.

**5.15.6** The University will include in its evaluation: proposals, presentations, if requested, references and interviews. In addition, the award will be predicated upon the successful negotiation of the specific terms and conditions to be included in the Agreement. The University will be the sole judge of the suitability of the proposed Agreement.

**5.15.7 Proposal Qualification Data:** If necessary to evaluate proposer qualification, proponent may be requested to furnish information on the following items:

**5.15.7.1** Financial resources.

**5.15.7.2** Personnel resources.

**5.15.7.3** Executives and key person resumes.

**5.15.7.4** Ability to meet delivery and support schedules.

**5.15.7.5** Ability to meet specifications and quality requirements.

**5.15.8 Requests for Clarification by Proposers:** Any proponent may request that the University clarify any information contained in this Request for Proposal. All such requests must be made via e-mail to [karen.white@uconn.edu](mailto:karen.white@uconn.edu).

The University will provide a written response to all written requests for clarification within five (5) business days after the close of the inquiry period in 3.6. The University will not respond to any request for clarification received by the University after the close of business on the date specified as Closing Date for Inquiries in 3.6. The University's response to any request for clarification will be provided contemporaneously by the University to each party known to have received this RFP.

**Under no circumstances, may any proposer or its representative contact any employee or representative of the University regarding the RFP prior to the closing date, other than as provided in this section. Strict adherence to this important procedural safeguard is required and appreciated.**

**Any violation of this condition may result in proposer being considered non-compliant and ineligible for award.**

**5.15.9 Requests for Clarification by the University:** The University may request that any proponent clarify or supplement any information contained in any Proposal. Proposers are required to provide a written response within ten (10) business days of receipt of any request for clarification by the University.

## **5.16 Communications between the University and the Proponent:**

**5.16.1 Informal Communications:** From the date of receipt of this RFP by each proposer until a binding contractual agreement exists with the selected proposer and all other proposers have been notified or when the University rejects all proposals, **informal communications regarding this procurement shall cease.** Informal communications shall include but not be limited to:

**5.16.2** Requests from the proponents to any department(s) at the University, for information, comments, speculation, etc.

**5.16.3** Requests from any department at the University, or any employee of the University for information, comments, speculation, etc.

**5.16.4 Formal Communications:**

From the date of receipt of this Request for Proposal by each proposer until a binding contractual agreement exists with the selected proposers and all other proposers have been notified or when the University rejects all proposals, all communications between the University and the proposers will be



17 formal, or as provided for in this Request for Proposal. Formal communications shall include but not be limited to:

- A. Pre-Proposal Conference (if applicable)
- B. Oral Presentations (if applicable)
- C. Pre-Award Negotiations

***ANY FAILURE TO ADHERE TO THE PROVISIONS SET FORTH IN 5.16.1 AND 5.16.2 ABOVE, MAY RESULT IN THE REJECTION OF ANY SUPPLIER'S PROPOSAL OR CANCELLATION OF THIS REQUEST FOR PROPOSAL.***

**5.17 Wage Rates:** The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee welfare fund as defined in Subsection (h) of Section 31-53 of the Connecticut General Statutes, 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 project is being constructed. Wage rates, establishing the minimum rates, issued by the State of Connecticut Labor Department and Bidder's Wage Certification Form, a copy of which is attached, are made a part of this Contract. The bidder shall submit with his/ her bid a completed, notarized Bidder's Wage Certification form. See Section 7 – Index to Required Forms.

**5.17.1** Pursuant to State of Connecticut Public Act 93-392, the successful bidder(s) shall send all Certified Payroll Records to:

University of Connecticut Health Center  
Attn: Kevin Norton  
Facilities Development  
263 Farmington Avenue  
Farmington, CT 06030-1025

**5.17.2** Any request for an interpretation and or applicability of the prevailing Wage requirements pursuant to this request must be in writing and directed to the University Purchasing Department and addressed to the individual responsible for the bid as indicated under item # 4.8.1. Note: The prevailing wage shall apply for any item where installation is specified. For the purpose of this contract installation shall be defined to include but shall not be limited to the assembly, wiring, bolting, connection and/ or attaching of pieces together and or permanently affixing to the structure and/ or another item.

**5.18 License:** An Agreement will not grant the Vendor a license or other right to duplicate or use any image or intellectual property of the University in any manner other than as may be expressly approved in writing in connection with the performance of the contract.

**5.19 Licensed Merchandise:** Pre-authorization must be received from the University for the use of University's names, marks, and logos.

**5.20 Patent and Copyright:**

**5.20.1** The Vendor shall pay all royalties, license fees, and patent to invention rights, or copyrights or trade and service marks and defend all suits or claims for the infringement of any patent or invention right or copyrights or trade and service marks involved in the items furnished in commitment with the Agreement.

**5.20.2** The Vendor will hold and save the University and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance furnished in the performance of the Agreement including its use by the owner, unless otherwise specifically stipulated.

**5.20.3** Copyrights for any item specified shall be the property of the University and inure to its benefit and proposer shall execute such documents, as University may require, for the perfection thereof.

**5.21 OSHA Compliance:** All items to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Act. All alleged violations and deviations from said state and federal

regulations or standards of the items or services to be furnished hereunder, must be set forth on the proposed requirements and criteria in the proposal response. Or, if at any later date the items or services contained herein shall not meet all applicable state and federal requirements after the proposer is awarded the contract hereunder, the proposer must notify the University's Director of Procurement & Logistical Services immediately by registered mail.

## **5.22 Partnering with Business Enterprises Owned and Operated by Women, Minorities (MWBE's).**

- 5.22.1** The University of Connecticut is actively involved in a program of diverse purchasing. A portion of this program is dedicated to enlisting the participation of University contractors to partner with "Minority and Women Owned Businesses" (MWBE's) to provide a growing percentage of the value of the contract without additional cost to the University. The Program will work to create an environment, which supports this effort and actively acknowledges and values diversity. An MWBE is a business, which is at least fifty-one percent (51%) owned and operated by a woman or a minority.
- 5.22.2** We invite you to be creative in your plan. Your MWBE plan may provide detail, including naming the MWBE's with which you intend to partner, a description of how you will partner with these organizations, the work or product, which the MWBE's will supply, and the dollar value of participation (if available) which you anticipate reporting to the University. .

## **5.23 Ethical Considerations**

- 5.23.1 Ethical Considerations:** The proposing vendor must certify that no elected or appointed official or employee of the University has benefited, or will benefit financially or materially from the proposed services. The University may terminate any contract resulting from this RFP, if it is determined that gratuities of any kind were either offered to, or received by, any University officer or employee contrary to this policy. The authorized signatory of a submitted proposal automatically attests this to be true. **(See also Attachment of Governor Rell's Memo to Vendors Conducting Business with the State of Connecticut).**
- 5.23.2** The laws of the State of Connecticut provide it is a felony to offer, promise or give anything of value or benefit to a State employee with intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duty. Evidence of violation of this statute will be turned over to the proper prosecuting attorney. See code of Ethics in Connecticut General Statutes Section 1-79 through Section 1-90. **Vendor agrees by signing any resultant contract to abide by all Connecticut and Federal ethics laws, current and future.**

## **5.24 Conflict of Interest**

The Applicant shall disclose and identify to the University, with its proposal, any relationships, which may constitute a potential conflict of interest with University Purchasing Department, or any other University organizations or departments for the purpose of determining whether a conflict of interest exists. All such disclosures require acceptance/approval action on the part of the University, which shall determine whether an impermissible conflict exists.

## **5.25 Advertising**

In submitting a proposal, the Vendor agrees, unless specifically authorized in writing by the University on a case by case basis, that it shall have no right to use, and shall not use, the name of the University of Connecticut, its officials or employees, or the Seal of the University, a) in any advertising, publicity, promotion; nor b) to express or imply any endorsement of agency's services; nor c) to use the name of the state, its officials or employees or the University seal in any manner ( whether or not similar to uses prohibited by subparagraphs (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the University.

## **5.26 Mandatory Affidavits**

The Office of Policy and Management has created new ethics forms effective August 1, 2007 to assist executive branch agencies in complying with the State of Connecticut's current contracting requirements, pursuant to the Connecticut General Statutes and Executive Orders of Governor M. Jodi Rell.

The University will require the applicable mandatory affidavits to be completed by the Vendor at the time of bid response **and** contract award. The required affidavits are enclosed as part of this document. Detailed information regarding the requirement of such affidavits can also be found on the Office of Policy and Management website: [http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806)

## 5.27 Executive Orders of the Governor:

- A. Any Agreement subsequent to this RFP is subject to the provisions of **Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971**, and as such, resulting Agreement may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to said contract. The Parties to such Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The CONTRACTOR agrees, as part consideration hereof, that said Agreement will be subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.
- B. Any Agreement subsequent to this RFP is subject to the provisions of **Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973**, and, as such, resulting Agreement may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to said Agreement. The Parties to said Agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment opening with the Connecticut State Employment Service.
- C. Any Agreement subsequent to this RFP is subject to the provisions of **Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999**, and, as such, resulting Agreement may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. Sixteen. The Parties of said Agreement, as part of the consideration hereof, agree that:
- (a) The CONTRACTOR shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instruments as defined in (b) below.
  - (b) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

- (c) The CONTRACTOR shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site.
- (d) The CONTRACTOR shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The CONTRACTOR shall insure and require that all employees are aware of such work rules.

20 (e) The CONTRACTOR agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain provisions (a) through (d) of this Section.

D. Any Agreement subsequent to this RFP is subject to **Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006**. The Parties to said Agreement, as part of the consideration hereof, agree that:

- (a) The State Contracting Standards Board (“the Board”) may review any subsequent Agreement or Contract and recommend to the state contracting agency termination of the contract for cause. The state contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, “for cause” means:
  - (1) a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4A-100 of the Conn. Gen. Statutes, or
  - (2) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.
- (b) For the purposes of this Section, “contract” shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.
- (c) Effective January 1, 2006, notwithstanding the contract value listed in Conn. Gen. Stat. §§ 4-250 and 4-251, all procurements between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift affidavit requirements of said Sections. Certification by agency officials or employees required by Conn. Gen. Stat. §§ 4-252 shall not be affected by this Section.

E. Any Agreement subsequent to this RFP is subject to the provisions of **Executive Order No. 14 of Governor M. Jodi Rell promulgated April 17, 2006**. Pursuant to this Executive Order, the contractor shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

#### **5.28 Joint Venture:**

Bids submitted by firms under 'joint venture' arrangements or other multi-party agreements must include a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from the bid.

#### **5.29 Financial Statement:**

As a mandatory requirement of this RFP all participating Vendors must submit the most current, within the last 12 months, audited “Financial Statement”, with their bid response package.

#### **5.30 Performance Bond:**

The successful bidder may be required to furnish a Surety Bond in an amount equal to one hundred percent (100%) of the contract price as security for faithful performance of the contract and for payment of all persons performing labor on the project under the contract, prior to the execution of the contract. Surety on such bond shall be provided by a duly authorized Surety company licensed to do business in the State of Connecticut and named on the current list of insurance companies acceptable for Federal Bonds as published in the “Treasury

Department Circular 570,” and shall meet the approval of the University. Premiums shall be paid by the bidder. All bonds shall be made out to the University of Connecticut.

**5.31 Ethics and Compliance Reporting**

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 contract, of this reporting mechanism.

**5.32 Energy Star Compliance**

Connecticut requires that we purchase ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories available. If this solicitation is for a product in a category for which ENERGY STAR® or certified products are available, please submit evidence of the ENERGY STAR® status or certification for the products you are bidding. (Please note that if you fail to submit this information but a competitor does, we will select your competitor’s product as meeting specifications and deem your product as not meeting specifications.)

**5.33. Signature Authorization Documentation (Mandatory Submittal):**

Signature authorization documentation must be included in your proposal response under the following guidelines in reference to the individual signing this proposal and agreement.

- If the contractor is an individual, who is signing the proposal in his/her individual capacity, then no signature authorization documentation is required.
- With the exception of an individual, signing in his/her individual capacity, **ALL** contractors must provide some type of signature authorization documentation clearly stating who is authorized to sign the proposal on the contractor’s behalf.
- Documentation must clearly state when and how such authorization was given.
- Documentation must state that the authorization is still in full force and effect.
- Documentation must be signed by someone other than the individual signing the proposal **ON OR AFTER** the date the proposal is signed.
- Corporate Resolution, Secretarial Certification or Ratification are acceptable forms of signature authorization documentation.
- Samples and further information are on the University of Connecticut Purchasing Department’s web page: <http://www.purchasing.uconn.edu/corpres/corpres.html>

**5.34 State Elections Enforcement Commission (SEEC) Requirements**

With regard to a State contract as defined in P.A. 07-1 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 submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11 in Part XV of this bid solicitation.

**5.35 PA07-142 Compliance**

An executed Nondiscrimination Certification must also be provided by the Contractor at the time of contract execution for all contracts/agreements with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Contractor has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original contracts/agreements as well as amendments. The Nondiscrimination Certification form can be found with the affidavits in this document or at:

[http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806)

## **6.0 Information Provided by the University:**

The University has, in this Request for Proposal and otherwise, provided proposers with information relating to the University, its current hardware infrastructure and its needs for a system as outlined herein. Among other things, the criteria include requirements to provide the University with superior technical systems and related support.

The University has provided each identified proponent with opportunity to independently collect, review and verify any information provided by or on behalf of the University. The University assumes no responsibility or liability for the adequacy or accuracy of any information provided by the University, its agents, employees or representatives. The proposer agrees to waive any claim or defense to any claim relating to the adequacy or sufficiency of any information provided prior to the execution of the anticipated Agreement.

Subject to these limitations, this Request for Proposal contains information describing University communities, operations and programs. For your continuing reference, we have included additional information regarding University registration, demographics, student residence, faculty, staff and Campus on page 3 of this document.

## **6.1 Base Proposal Requirements:**

In support of its financial and operational goals and objectives, each Vendor will provide a detailed Plan. The Plan should also include assumptions and relationship commitments required to obtain those goals and objectives.

The Plan should describe the programs and/or resources, which support the likelihood of achieving the identified objectives. The Plan should also include support and reporting commitments, together with specific suggestions regarding communication, planning and performance review. The Plan represents an opportunity for each proposer to provide examples of its innovation, alternative distribution strategies, operational opportunities, marketing proposals and understanding of the University communities and objectives.

Values offered should not have a negative impact on the market values of other components of this RFP.

## **6.2 Contract Administration Planning and Future Opportunities:**

The proposal should offer specific suggestions regarding contract administration, reporting, planning and dispute resolution. The University recognizes the value of a long-term commitment to a Vendor relationship. Yet, it is difficult, if not impossible, to anticipate all events and activities which might materially affect the ability of the Agreement to achieve its intended goals and objectives. Certain terms and conditions can and will be stated in dynamic and unambiguous terms. For example, the University will require that all equipment and service be maintained at the then-current state-of-the-art at no charge to the University.

With respect to various aspects of the Agreement, the University will require specific financial commitment throughout the term of the Agreement (i.e., annual cost savings, service and marketing support.) On occasion, the specific financial commitment may not be identified for the entire intended term of the Agreement. The proposal should include suggested procedures for dialog and agreement regarding the review of requested price adjustments. During the term of the contract, pricing adjustments may not exceed the Consumer Price Index (CPI), appropriate for the commodity, as published by the United States Department of Labor.

The future businesses of the selected Vendor might include an expanded or reduced complement of equipment, services and support. The Vendor is encouraged to anticipate the inevitability of change and provide specific recommendations for a dynamic relationship, which could take advantage of newly discovered opportunities without unduly limiting or committing each party to unforeseen circumstances that may preclude the intended outcome.

## **6.3 Warranty, Response Time and Repair Time**

All warranties for Hardware must be included in proposal. The Vendor will also provide the following information: Technical “**Response Time**” is defined as the period of time between the problems being reported, to the Vendor, and when the Technician arrives on-site.

“**Repair time**” is defined as the period of time between the problems being reported, to the Vendor, and when the equipment is operating properly.

#### **6.4 Responsibility of those performing the work**

The Vendor shall be responsible for the acts and omissions of all the Vendor's employees and all subcontractors, their agents and employees as well as all other persons performing any of the work under a contract with the "Prime Vendor".

The Vendor shall at all times enforce strict discipline and good order among the Vendors employees and shall not employ any unfit person or anyone not skilled in the task assigned.

The Vendor, when so determined by the University shall dismiss incompetent or incorrigible employees from the project, and such persons shall be prohibited from returning to the project without written consent of the University. The Vendor and its employees will not disclose information acquired in connection with the performance of services under this agreement which is proprietary or confidential in nature to the University without written permission from the University. This confidentiality will continue to be in effect even after the contract has been completed or terminated for any reason

#### **6.5 Purchase Orders and Subcontractors**

Purchase Orders and payments will only be issued to the "Prime Vendor". It is the "Prime Vendors" responsibility to issue Purchase Orders, schedule services and pay all subcontractors and partners directly.

#### **6.6 Freight**

All shipments will be FOB Destination-Full Freight Allowed. Cost of shipment will be imbedded in the purchase price of the item being purchased.

#### **6.7 Shipments**

All shipments to the University will be delivered to the building and room as specified on the Purchase Order.

#### **6.8 Payment Terms**

Monthly invoices will be paid "**Net 45 days**". Cash discounts may be offered, by the Vendor, for prompt payment of invoices and will be taken into consideration in determining the low Vendor and in the awarding of tie bids.

## PART VII - PERFORMANCE SPECIFICATIONS AND VENDOR REQUIREMENTS

### 7.0 The following specifications and requirements are to be addressed in the Vendor's response.

7.1 The following requirements are presented as a minimum expectation for any vendor's proposal to be considered. If the proponent cannot meet or exceed these requirements, the University reserves the right to exclude their proposal from evaluation without further discourse or may enter into negotiations to mitigate any variances.

7.1.1 Vendor must provide a total system price including installation and project management, IN A SEALED ENVELOPE, separate from their detailed proposal. Clearly identify which specific components are "new" and which components are being sold as "refurbished" as specified in section 7.2 through 7.7 inclusive.  
**Failure to comply with this mandatory requirement will be sufficient reason to reject proposal for noncompliance.**

### 7.2 Mandatory qualifications:

7.2.1 Vendor must be an Avaya Platinum Certified or higher level Business Partner for equipment and installation. Evidence of such authority must accompany bid documents. No substitutions allowed. Failure to comply with this mandatory requirement will be sufficient reason to reject bid for noncompliance.

### 7.3 Mandatory requirements:

- 7.3.1 Provide a detailed project plan to include all resources and timelines leading to a successful completion by the date listed below (See Timeline).
- 7.3.2 Vendor must be able to respond to onsite emergency service calls within two (2) hours within the warranty period. **Hospital business hours are 24 hours/day, seven days a week.** Bidders must indicate in their proposal their ability to comply with this mandatory requirement and provide location from where response personnel are dispatched from.
- 7.3.3 All warranties must accompany bid documents. Additionally bidders must be authorized distributors or certified resellers of for all components.

7.4 **Mandatory Components of the system:** The Avaya S8500 system will be configured with the following Hardware and Software:

Product Code	Qty	Description
	2	UPS, APC Solution which will provide the following; Minimum 2 hours runtime for the 400 Farmington Avenue Site Configuration listed below Network Reporting (via SNMP) Compatibility with APC InfraStruXure Central mgmt. Software Hot Swappable batteries Redundant Batteries User Replaceable Batteries APC Rack mount PDU compatible with the Avaya System Configuration listed below
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE
195826	1	S8500C ESS & LSP RHS
196634	1	CM4 S8500 ESS W/ENTERPRISE ED SFTW LIC
224271	2	IPSI2 CP TN2312BP - NON GSA
224274	1	IP320 MEDIA RESOURC TN2602AP NON GSA
405362641	6	PWR CORD USA
700170004	1	CABLE RED 5 METER CAT 5 RJ45
700170012	2	CABLE GREEN 5 METER
700178056	1	CABLE GREEN 25 METER
700178072	1	CABLE RED 25 METER
700394950	2	G650 MEDIA GATEWAY RHS
700395445	2	120A CSU CABLE 50FT RHS
700397284	1	G600/G650 TDM LAN CABLE KIT RHS
700451172	1	USB MODEM MT9234ZBA V.92 56K
700460041	2	G650 AC/DC PWR SUPPLY 655A NGS
700463482	1	FACILITY TEST CP TN771DP - NON GSA



25	Product Code	Qty	Description
	700463508	2	BUS TERMINATOR CP AHF110 - NON GSA
	700463516	9	DIGITAL LINE CP TN2224CP - NON GSA
	700463524	2	24PT ANALOG LN CP TN793CP - NON GSA
	700464282	1	CM4.0.4 LINUX UNITY SFTW CD NEW SYS
	700465305	1	PW9130 1500 120V RACK W /SNMP CARD
	700406101	2	DS1 LOOPBACK JACK 700A RHS
		140	Avaya 2410 Telephone, Gray
		25	Avaya 6416D Telephone, Gray

Vendor must provide the environmental requirements of proposed solution; including footprint requirements, power, cooling, etc.

Vendor must provide installation of equipment. The Research Tower at 400 Farmington Avenue will be open from 7:00 a.m. to 4:00 p.m. EST for vendor to install the equipment.

Every effort has been made to ensure that the parts list specified above are adequate to provide the UConn Health Center with a working system at this new location. If additional parts or software are, in the opinion of the Bidder, necessary to furnish a working and complete system, it is the responsibility of the bidder to include them in their submittal clearly identified in the cost proposal.

## 7.5 Time Line

**Vendor must indicate their ability to meet the anticipated date of April 5, 2010 for delivery and installation of hardware. Installation shall be completed within 14 calendar days from the notice to begin installation.** The University of Connecticut anticipates achievement of Acceptance\* no later than April 21, 2010.

\* **Acceptance:** Acceptance is defined as the date on which the hardware is installed on location, has been shown to pass power-on self-test, and vendor has guaranteed that the hardware components are at the latest generally accepted firmware levels for all components.

## 7.6 Acceptance Requirements: The following required testing and documentation must be completed and submitted to UConn Health Center for the installation to be considered complete.

- 7.6.1 Upon completion of system installation, Vendor must obtain sign-off from UConn Health Center's current system maintenance provider that the installed system is operating within accepted Avaya performance standards and is correctly networked to our Main Campus Phone System.
- 7.6.2 System must demonstrate full dialing capability at the new site including extension, local, in-state, national, and international.
- 7.6.3 System must demonstrate local survivability.
- 7.6.4 Vendor must provide documentation covering administration and maintenance of the system. Documentation will include step by step directions to facilitate local fail-over functionality in the event of main system failure.
- 7.6.5 Vendor must provide documentation for step by step directions to facilitate survivability mode in the event of loss of fiber connectivity to UConn Health Center Main Campus.

## 7.7 Pricing: Provide a total system price for the items specified in 7.4 including installation and project management. In your bid response, clearly identify which components are "new: and which components are being sold as "refurbished".

- 7.7.1 Vendor must indicate standard return policy; vendor must provide their return policy for defective or damaged product.
- 7.7.2 Vendor's bid must include copies of any license agreement that will be incorporated into an award. Terms must be acceptable to University of Connecticut prior to an award and will be incorporated into the University's standard agreement template (sample attached). A copy of the template is available upon request.

Signature acknowledges that all terms and conditions stated in **Part VII – PERFORMANCE SPECIFICATIONS AND VENDOR REQUIREMENTS** are accepted and all pricing and related discounts provided in response to **Part VII – PERFORMANCE SPECIFICATIONS AND VENDOR REQUIREMENTS**, are accurate and correct.

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
Print Name e-mail

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

**PART VIII  
REFERENCES**

Proposals should include at least three current business references, where your organization has provided and installed Avaya S8500 Communications hardware and/or software similar to the hardware you're proposing for the University of Connecticut. Please include name, title, telephone number and e-mail address of a contact person at each institution. **References will be checked electronically; the requirement for e-mail addresses is a mandatory requirement.**

References:	Institution	Contact	Telephone No.
Reference #1	_____	_____	_____
E-mail:	_____		
Reference #2	_____	_____	_____
E-mail:	_____		
Reference #3	_____	_____	_____
E-mail:	_____		
Reference #4	_____	_____	_____
E-mail:	_____		
Reference #5	_____	_____	_____
E-mail:	_____		

**PART IX**  
**ATTENTION VENDORS**

The attached bid solicitation package includes three forms, which must be signed for your offer to be considered.

	<u>FORM NAME</u>	<u>WHERE TO SIGN</u>
1.	Form of Proposal	Bottom of Document
2.	Notification to Bidders	Bottom of Document
3.	Affidavits and Certifications	Bottom of Document (and must be notarized)

Before sending your bid, please be sure all three are signed.

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**NOTICE TO PROSPECTIVE BIDDERS**

The University Purchasing Department will appreciate your assistance in making a careful study of this proposal and specifications for the purpose of offering suggestions as to the contract period, quantities, purchasing terms, details of specifications, trade customs, etc. which you believe to be in the best interest of the State. Suggestions or comments will be considered up to ten (10) days prior to the date of bid opening indicated in the bid package. In replying you must refer to the bid number. If no suggestions or comments are offered, the signing of the bid documents shall indicate your approval of these forms in their present content.

**PART X  
FORM OF PROPOSAL**

**TO:** University of Connecticut  
Purchasing Department  
3 North Hillside Road Unit 6076  
Storrs, CT. 06269-6076

1. The undersigned bidder, in response to our Request for Proposal for **providing and installing an Avaya S8500 Communications Solution**, having examined the bid documents and being familiar with the conditions surrounding the proposed project, hereby proposes to provide such services meeting the requirements outlined in this Request for Proposal, in accordance with the proposal attached hereto.
2. Bidder acknowledges receipt of the following addenda, which are a part of the bidding documents: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.
3. Bidder understands that the University reserves the right to reject any and all proposals, waive irregularities or technicalities in any offer, and accept any offer in whole or in part which it deems to be in its best interest.
4. Bidder agrees that this offer shall be good and may not be withdrawn for a period of 90 days after the public bid opening.
5. Bidder hereby certifies: (a) that this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) that the bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that the bidder has not sought by collusion to obtain any advantage over any other bidder or over the University.
6. Bidder agrees that the response to this proposal is a legal and binding offer and the authority to make the offer is vested in the signer. Minor differences and informalities will be resolved by negotiation prior to acceptance of the offer.

**FIRM:** \_\_\_\_\_ **BY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

\_\_\_\_\_ **DATE:** \_\_\_\_\_

**PHONE #:** \_\_\_\_\_ **E-MAIL:** \_\_\_\_\_

**FAX #:** \_\_\_\_\_ **F.E.I.N. #:** \_\_\_\_\_

**PART XI  
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES  
CONTRACT COMPLIANCE REGULATIONS**

**NOTIFICATION TO BIDDERS**

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in 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 Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

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**INSTRUCTIONS AND OTHER INFORMATION**

The following **BIDDER CONTRACT COMPLIANCE MONITORING REPORT** must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidders good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) **Definition of Small Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

**MANAGEMENT:** Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

**BUSINESS AND FINANCIAL OPERATIONS:** These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

**COMPUTER SPECIALISTS:** Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

**ARCHITECTURE AND ENGINEERING:** Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

**OFFICE AND ADMINISTRATIVE SUPPORT:** All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, payroll clerks, bill and account collectors, customer service representatives, files clerks, dispatchers, shipping clerks, secretaries and administrative assistants, computer operators, mail clerks, and stock clerks.

**BUILDING AND GROUNDS CLEANING AND MAINTENANCE:** This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

**CONSTRUCTION AND EXTRACTION:** This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

**INSTALLATION, MAINTENANCE AND REPAIR:** Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

**MATERIAL MOVING WORKERS:** The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.

Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

**BIDDER CONTRACT COMPLIANCE MONITORING REPORT**

**PART I - Bidder Information**

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes__ No__ -Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black__ Hispanic__ Asian American__ American Indian/Alaskan Native__ Iberian Peninsula__ Individual(s) with a Physical Disability__ Female__
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes__ No__  - DAS Certification Number _____
Other Locations in Ct. (If any)	

**PART II - Bidder Nondiscrimination Policies and Procedures**

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes__ No__
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__	9. Does your company have a mandatory retirement age for all employees? Yes__ No__
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes__ No__ NA__
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes__ No__ NA__
6. Does your company have a collective bargaining agreement with workers? Yes__ No__ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct. Yes__ No__	12. Does your company have a written affirmative action Plan? Yes__ No__ If no, please explain.  13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__ If yes, give name and phone number. _____

**Part III - Bidder Subcontracting Practices**

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__  1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)          1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__
--



PART IV - Bidder Employment Information

Date:

JOB CATEGORY	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Computer Specialists											
Architecture/ Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/ Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination	
SOURCE	YES	NO	% of applicants provided by source				
State Employment Service				Work Experience			
Private Employment Agencies				Ability to Speak or Write English			
Schools and Colleges				Written Tests			
Newspaper Advertisement				High School Diploma			
Walk Ins				College Degree			
Present Employees				Union Membership			
Labor Organizations				Personal Recommendation			
Minority/Community Organizations				Height or Weight			
Others (please identify)				Car Ownership			
				Arrest Record			
				Wage Garnishments			

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date)	(Telephone)
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**PART XII  
ATTACHMENT A**

**Provisions of this Contract Required by Connecticut General Statutes 4a-60**

(a) Every contract to which the State or any political subdivision of the State other than a municipality is a party shall contain the following provisions: (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any persons or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by such Contractor that such disability prevent performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that the employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation 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;(2) the Contractor to state that 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 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 advising the labor union or worker's 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 sections (46a-68e) and (46a-68f) and with each regulation or relevant order issued by said Commission pursuant to sections (46a-56),(46a-68e) and (46a-68f); (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 related to the provisions of this section and section (46a-56). If the contract is a public works contract, the Contractor agrees and warrants that they will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(b) For purposes of this section, "Minority Business Enterprise" means any small Contractor or supplier of materials fifty-one percent or more of the capitol 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 member of a minority, as such term is defined in subsection (a) of section (32-9n); and "good faith efforts" shall include, but shall 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.

(c) Determination of a Contractor's good faith efforts shall include but 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 other such reasonable activities 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 (a) 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 the subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section (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.

**Provisions of this Contract Required by Connecticut General Statutes 4a-60a**

(a) The Contractor agrees to the following provisions: (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 advising the labor union or worker's 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 sections (46a-68e) and (46a-68f) and with each regulation or relevant order issued by said Commission pursuant to sections (46a-56),(46a-68e) and (46a-68f) of the General Statutes

(b) 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 related to the provisions of this section and section (46a-56). If the contract is a public works contract, the Contractor agrees and warrants that they will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) The Contractor shall include the provisions of subsection (a) 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 the subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section (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.

**PART XIII**  
**INSTRUCTIONS TO BIDDERS**

1. All bids must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the bidder may attach a letter hereto which will be made part of the bid.
2. Bids and amendments thereto, or withdrawal of bids submitted, if received by the University after the date and time specified for the bid opening, will not be considered.
3. Prices should be stated in units of quantity specified, with packing and delivery to destination included.
4. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the bidder shall so state.
5. Samples, when requested, must be furnished free of expense and if not destroyed, will, upon request, be returned at the bidder's risk and expense.
6. Bids must show unit price, amount and grand total or bid may be rejected.
7. Unless qualified by the provision "NO SUBSTITUTE" the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which proposals are submitted must be of the same character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting a proposal on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the State. If the bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity described.
8. In the event that you are unable to submit a proposal against this bid, we will appreciate your advising this office to that effect. Failure to submit proposals against three consecutive bids will result in your name being removed from the mailing list, unless a specific request is made in writing for the retention of your name on said list.
9. The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, age, physical disability, including but not limited to blindness, or learning disability, 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 further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the contractor as related to the provisions of this contract.
10. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.
11. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency of the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the State Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have a joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.
12. The University of Connecticut is an equal opportunity employer.

**PART XIV**  
**AWARD AND CONTRACT**

1. The University reserves the right to award by item, groups of items or total bid; to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the University will be served.
2. Cash discounts may be offered by bidder for prompt payment of bills, but such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.
3. ACCEPTANCE OF A BID BY THE UNIVERSITY IS NOT AN ORDER TO SHIP.
4. Each bid is received with the understanding that the acceptance in writing by the University of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the bidder and the University, which shall bind the bidder on his part to furnish and deliver the articles quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the University on its part to order from such contractor, except for causes beyond reasonable control; and to pay for , at the agreed prices, all articles specified and delivered.
5. In event of default by the contractor, the University reserves the right to procure the commodities and/or services from other sources, and hold the contractor liable for any excess cost occasioned thereby. If, however, public necessity requires use of material or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.
6. The contractor guarantees to save the University, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, of which the contractor is not the patentee, assignee or licensee.
7. It is understood and agreed that the contractor shall not be held liable for any failure or delays in the fulfillment of his contract arising from strikes, fires, or acts of God, or any other cause or causes beyond his reasonable control.
8. In the event there is a need for material bonding, performance bonding and/or insurance, the bidder will provide the bonding and/or insurance when requested and do this within fifteen (15) days after receipt of our notification of apparent low bidder, otherwise, the University reserves the right to go to the next qualified bidder who can comply.

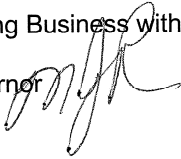


M. JODI RELL  
GOVERNOR

STATE OF CONNECTICUT  
EXECUTIVE CHAMBERS

**MEMORANDUM**

To: Vendors Conducting Business with the State of Connecticut

From: M. Jodi Rell, Governor 

Subject: State Ethics Policy

Date: September 28, 2004

As you are undoubtedly aware, state government is striving to improve how it conducts its business. The task force charged with analyzing the state contracting process recently recommended to me several areas which require improvement. I expect to implement a number of those recommendations. Your assistance is needed in order to facilitate change.

While the state ethics code does not prohibit gifts to state employees altogether—for example, the law permits employees to accept a gift in celebration of a major life event and up to \$50 per calendar year in food and beverage—the intent of the code is clear. State employees should not just avoid impropriety, but even the mere appearance of impropriety, and should forego accepting gifts from those with whom the state does business.

I would also call your attention to section 1-84(m) of the Connecticut General Statutes, which prohibits state employees from accepting gifts from those who do business, or seek to do business, with the employee's agency or department. Vendors and prospective vendors are also prohibited from knowingly giving gifts to state employees in violation of this section.

My request to you is this, no matter how well-intentioned or appreciative you may be of an employee's assistance, I would ask that you refrain from offering a state employee a gift of any kind, including, but not limited to, meals and beverages. Offering a gift to an employee puts the employee in the rather uncomfortable position of having to decline the gift or ascertain its monetary value and consult with an attorney and/or the state Ethics Commission.

I expect—and indeed the residents of this state deserve—state government employees to adhere to the highest ethical standards, which may entail more stringent practices than even the ethics code provides. With your assistance, the state should be well on its way to restoring the public's faith in state government.

I would appreciate it if you would communicate this message to your employees. Thank you for your cooperation and understanding.

STATE CAPITOL, HARTFORD, CONNECTICUT 06106  
TEL: (860) 566-4840 • FAX: (860) 524-7396  
[www.state.ct.us/governor](http://www.state.ct.us/governor)





## STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1

### INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

**CHECK ONE:**     Initial Certification                       Annual Update (Multi-year contracts only.)

### GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is an Annual Update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "**Gift**" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and
- 7) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other principals, key personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

### CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:



# STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

### Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u> <u>Description</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>

### Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u> <u>Description</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

\_\_\_\_\_  
Printed Contractor Name

\_\_\_\_\_  
**Signature of Authorized Official**

**Subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.**

\_\_\_\_\_  
**Commissioner of the Superior Court (or Notary Public)**

**For State Agency Use Only**

_____	_____
Awarding State Agency	Planning Start Date
_____	
Contract Number or Description	





# STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

**INSTRUCTIONS:**

**If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

**AFFIDAVIT:** [ Number of Affidavits Sworn and Subscribed On This Day: \_\_\_\_\_ ]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

\_\_\_\_\_  
Consultant's Name and Title \_\_\_\_\_  
Name of Firm (if applicable)

\_\_\_\_\_  
Start Date \_\_\_\_\_ End Date \_\_\_\_\_ Cost

Description of Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is the consultant a former State employee or former public official?  YES  NO

If YES: \_\_\_\_\_  
Name of Former State Agency \_\_\_\_\_ Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Name of Bidder or Vendor	<b>Signature of Chief Official or Individual</b>	<b>Date</b>
Printed Name (of above)	Awarding State Agency	

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
**Commissioner of the Superior Court  
or Notary Public**



# STATE OF CONNECTICUT AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

**INSTRUCTIONS:**

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

**CHECK ONE:**

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

**IMPORTANT NOTE:**

Contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

**AFFIRMATION:**

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws\* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

\* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at [http://www.ct.gov/ethics/lib/ethics/contractors\\_guide\\_final2.pdf](http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm or Corporation (if applicable)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Awarding State Agency

## SEEC FORM 11

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

**Campaign Contribution and Solicitation Ban**

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

**Duty to Inform**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

**Penalties for Violations**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

**Contract Consequences**

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."

Definitions: "State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

## EXHIBIT A

## SEEC FORM 11

## NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

**Campaign Contribution and Solicitation Ban**

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee; In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

**Duty to Inform**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

**Penalties for Violations**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

**Contract Consequences**

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."

**CERTIFIED RESOLUTION**

I, (*name of Secretary*), Secretary of (*name of corporation*), a corporation organized and existing under the laws of the State of \_\_\_\_\_ (the "Company"), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on \_\_\_\_\_, 200\_\_, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

**RESOLVED:** That (*name of officer*), (*office held e.g. president, vice president. etc.*), of (*name of corporation*), is empowered and authorized to execute and deliver contracts on behalf of the Company.

*[or if the signatory has received authorization specifically for the UConn contract, use the paragraph below and delete the paragraph above (including this internal note)]*

**RESOLVED:** That (*name of officer*), (*office held e.g. president. vice president. etc.*), of (*name of corporation*), is empowered and authorized to execute and deliver in the name and on behalf of this Company a certain contract with \_\_\_\_\_ the University of Connecticut for (*general description of services*) and to affix the corporate seal *[if applicable]*.

**IN WITNESS WHEREOF**, the undersigned has affixed his/her signature and the corporate seal of the Company this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

*[or, if the corporation has no seal use the paragraph below and delete the paragraph above (including this internal note)]*

**IN WITNESS WHEREOF**, the undersigned has affixed his/her signature this \_\_\_\_\_ day of, 200\_\_. The Company has no corporate seal.

\_\_\_\_\_  
(Name), Secretary

(Corporate Seal or "L.S. ")

CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION

**CONTRACTORS WAGE CERTIFICATION FORM**

I, \_\_\_\_\_ of \_\_\_\_\_  
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the \_\_\_\_\_  
Company Name  
\_\_\_\_\_  
Street  
\_\_\_\_\_  
City

and all of its subcontractors will pay all workers on the

\_\_\_\_\_  
Project Name and Number


\_\_\_\_\_  
Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

\_\_\_\_\_  
Signed

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Notary Public

 Return to:  
Connecticut Department of Labor  
Wage & Workplace Standards Division  
200 Folly Brook Blvd.  
Wethersfield, CT 06109

In accordance with Connecticut General Statute, Section 31-57f  
 Certified Payrolls with a statement of compliance  
 shall be submitted monthly to the contracting state agent upon request.

**PAYROLL CERTIFICATION FOR COVERED SERVICE WORKER CONTRACTS**

Connecticut Department of Labor  
 Wage and Workplace Standards Division  
 200 Folly Brook Blvd.  
 Wethersfield, CT 06109

**WEEKLY PAYROLL**

REQUIRED EMPLOYER/CONTRACTOR NAME AND ADDRESS:				CONTRACTING STATE AGENT/STATE AGENCY:				TERM OF CONTRACT:			
PAYROLL NUMBER		WEEK-ENDING DATE		CONTRACT DESCRIPTION AND BID NUMBER:							

EMPLOYEE NAME AND ADDRESS	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE							S-TIME	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS SERVICE CONTRACT JOB	CHECK # AND NET PAY		
			S	M	T	W	TH	F	S					FICA	FEDERAL WITH- HOLDING	STATE WITH- HOLDING	OTHER				
			TRADE LICENSES TYPE & NUMBER											HOURS WORKED EACH DAY							O-TIME



**\*Fringe Benefits Explanation (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker’s compensation, income taxes, etc.)

Please specify the type of benefits provided:

- 1) Medical or hospital care \_\_\_\_\_
- 2) Pension or retirement \_\_\_\_\_
- 3) Life Insurance \_\_\_\_\_
- 4) Disability \_\_\_\_\_
- 5) Vacation, holiday \_\_\_\_\_
- 6) Other (please specify) \_\_\_\_\_

**CERTIFIED STATEMENT OF COMPLIANCE**

For the week ending date of \_\_\_\_\_

I, \_\_\_\_\_ of \_\_\_\_\_ (hereafter known as

Employer) in my capacity as \_\_\_\_\_ (title) do hereby certify and state:

All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statute Section 31-57f. Further, I hereby certify and state the following:

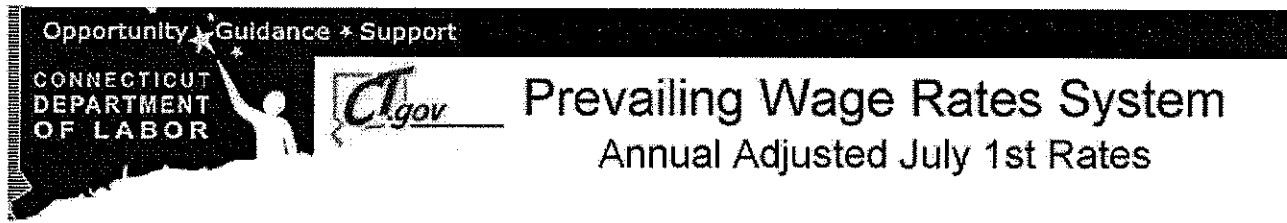
- A) The records submitted are true and accurate;
- B) The rate of wages paid to each employee is not less than the standard rate of wages as determined by the Labor Commissioner pursuant to section (e);
- C) The Employer has complied with all of the provisions of Section 1, and
- D) The employer is aware that filing a certified payroll which it knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

Submitted on \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**\*\*\*THIS IS A PUBLIC DOCUMENT\*\*\*  
\*\*\*DO NOT INCLUDE SOCIAL SECURITY NUMBERS\*\*\***



[DOL Web Site](#) ◊ [Wage and Workplace Issues](#) ◊ [Wage Rates](#) ◊ [Building Rates - Farmington](#)

**Building Rates - Farmington (effective July 1, 2009)**

Classification	Hourly Rate	Benefits
1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings - Last updated 9/1/08	\$34.21	19.81
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
2) Boilermaker	\$33.79	34% + 8.96
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Plasterers, Stone Masons	\$32.10	19.48 + a
3b) Tile Setter	\$30.78	16.98
3c) Terrazzo Workers, Marble Setters - Last updated 10/1/08	\$30.91	19.12
3d) Tile, Marble & Terrazzo Finishers	\$24.90	14.78
3e) Plasterer	\$32.10	19.48
-----LABORERS-----		
4) Group 1: Laborers (common or general), carpenter tenders, wrecking laborers, fire watchers.	\$24.25	14.45
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofer/mixer/nozzleman, fence erector.	\$24.50	14.45
4b) Group 3: Jackhammer operators, mason tender (brick) and mason tender (cement/concrete)	\$24.75	14.45
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the m	\$25.25	14.45
4d) Group 5: Air track operators, Sand blasters - Last updated 4/8/09	\$25.00	14.45
4e) Group 6: Nuclear toxic waste removers, blasters - Last updated 4/8/09	\$27.25	14.45
4f) Group 7: Asbestos removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped) - Last updated 4/5/09	\$25.25	14.45
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew - Last updated 4/8/09	\$24.75	14.45
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew - Last updated 4/8/09	\$24.25	14.45
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud		

Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	\$29.00	17.80
5a) Millwrights	\$29.75	17.80
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	\$35.40	19.51
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	\$42.34	18.285+a+b
----LINE CONSTRUCTION----		
Groundman	\$22.67	6.50% + 6.20
Linemen/Cable Splicer	\$41.22	6.5% + 12.20
8) Glazier (Trade License required: FG-1,2)	\$31.73	14.55 + a
9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	\$32.75	25.08 + a
----OPERATORS----		
Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over); work boat 26 ft. and over. (Trade License Required)	\$34.05	17.75 + a
Group 2: Cranes (100 ton rate capacity and over); Backhoe/Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer). (Trade License Required)	\$33.73	17.75 + a
Group 3: Excavator, Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive pow	\$32.99	17.75 + a
Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	\$32.60	17.75 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	\$32.01	17.75 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	\$32.01	17.75 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	\$31.70	17.75 + a
Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	\$31.36	17.75 + a
Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	\$30.96	17.75 + a
Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	\$30.53	17.75 + a
Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	\$28.49	17.75 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	\$28.49	17.75 + a
Group 12: Wellpoint operator.	\$28.43	17.75 + a
Group 13: Compressor battery operator.	\$27.85	17.75 + a
Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	\$26.71	17.75 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	\$26.30	17.75 + a
Group 16: Maintenance Engineer/Oiler.	\$25.65	17.75 + a

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	\$29.96	17.75 + a
Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	\$27.54	17.75 + a
-----PAINTERS (Including Drywall Finishing)-----		
10a) Brush, Roller	\$27.87	14.00
10b) Taper/Drywall Finisher	\$28.92	14.55
10c) Paperhanger	\$28.37	14.00
10e) Spray	\$30.87	14.00
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	\$36.32	21.26
12) Post Digger, Well Digger, Pile Testing Machine	\$32.01	17.75 + a
13) Roofer (composition)	\$31.10	14.46
14) Roofer (slate & tile)	\$31.60	14.46
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	\$31.57	25.92
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	\$36.32	21.26
-----TRUCK DRIVERS-----		
17a) 2 Axle	\$26.98	13.48 + a
17b) 3 Axle, 2 Axle Ready Mix	\$27.08	13.48 + a
17c) 3 Axle Ready Mix	\$27.13	13.48 + a
17d) 4 Axle, Heavy Duty Trailer up to 40 tons	\$27.18	13.48 + a
17e) 4 Axle Ready Mix	\$27.23	13.48 + a
17f) Heavy Duty Trailer (40 Tons and Over)	\$27.43	13.48 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	\$27.23	13.48 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	\$38.35	16.25 + a

Welders: Rate for craft to which welding is incidental.

\*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.

\*\*Note: Hazardous waste premium \$3.00 per hour over classified rate.

- Crane with boom including jib, 150 feet - \$1.50 extra.
- Crane with boom including jib, 200 feet - \$2.50 extra.
- Crane with boom including jib, 250 feet - \$5.00 extra.
- Crane with boom including jib, 300 feet - \$7.00 extra.
- Crane with boom including jib, 400 feet - \$10.00 extra.

~ ~ ~ All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen

hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of one apprentice in a specific trade.

**~~Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work~~**

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us).

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

**Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage.**

All Persons who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

***Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.***

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