



**RFP 04ITZ0053
TECHNICAL PROPOSAL
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* Please see Volume 2: Cost Proposal for Attachments 11a and 11b.



The Mercury Group

Services for Voice and Data Networks

March 1, 2005

Department of Information Technology
Division of Contracts and Purchasing
Attn: Kathleen M. Anderson
101 East River Drive, 4th Floor
East Hartford, CT 06108

RE: RFP 04ITZ0053

Ladies and Gentlemen:

Thank you for the opportunity to respond to your RFP. Mercury Cabling Systems, LLC is a network infrastructure and systems integrator. We've been serving Connecticut for over 25 years and have established an unparalleled reputation for providing superior service and support to the municipalities and education market, as well as, private enterprise. Mercury Cabling Systems, LLC offers the technological expertise to support or even better advance the way the State of Connecticut will handle its future cabling and network infrastructure needs.

Mercury Cabling Systems' experience with the State of Connecticut has been delivering network solutions to the Connecticut State University System for over 12 years. We also provide the University of Connecticut with over 700 Code Blue Emergency Telephones throughout 7 years. We currently hold state contracts with both the Connecticut State University System and UCONN.

Mercury Cabling Systems, LLC has read, fully understands, and accepts all terms and conditions contained in this RFP. Mercury is a preferred vendor of the E-Rate program, Spin# 143025604. Mercury has been a Small Business Set-Aside since inception of the program and participates in many other State of Connecticut sponsorships, for example, the Apprenticeship Program and the Pre-Apprenticeship Program.

Mercury Cabling Systems, LLC team members are talented, licensed and accomplished. An example would be Melissa Chambal, RCDD/NTS, CSI, TLT, who has over 14 years of experience in designing and implementing network infrastructure and is an instrumental part of our team and critical to the quality assurance and training we provide. Our practical experience is supported and enhanced by achieving the industry's key certifications and credentials such as our affiliation with BICSI and CSI; and by investing in our people through continuous training in technology to support the requirements of our clients.

I trust you will review this information with merit and confidence in our ability to exceed your expectations. If you have any questions regarding this proposal, please feel free to contact me directly.

Regards,

Gary D. Berlin
Vice President & General Manager
gary@mercury-group.com
www.mercury-group.com
800-995-DATA (3282), extension 331



EXECUTIVE SUMMARY

Mercury Cabling Systems, LLC appreciates the uniqueness of each individual cabling installation project.

The Mercury Group begins each project with a thorough and complete site survey of the customer's premise to inspect existing Pathways and Spaces, which will act as the "container" of the structured cabling system. In addition a needs assessment is developed after conducting a customer interview in order to obtain an overall view of how the proposed cabling system will best suit the immediate and future needs of our client.

Once the physical inspection of the site and client interviews has been performed our Project Team, consisting of our On-Site Project Manager, Project Coordinator, RCDD and internal support staff and management, review the proposed scopes of work for feasibility and compliance with applicable standards. If needed, we will reference any of the ANSI/TIA/EIA Telecommunications Standards, The NEC, BICSI's Telecommunications Distribution Design Methods Manuals 10th Edition, which are maintained on site in our Learning Center. Mercury Cabling Systems will also notify the cable and component manufacturer of the pending project to ensure their participation and acceptance in the final warranty process.

If at this point, The Mercury Group has identified a potential obstacle or issue which may compromise or inhibit the successful completion of a project, our Project Team will notify the State's Project Manager immediately in an effort to develop the best solution(s) at the most cost-effective price.

Once a solution and corrective action has been agreed upon by all parties, Mercury Cabling Systems LLC project team will submit to the State's Project Manager a detailed implementation schedule for review and acceptance. The Mercury Group has a strong sense of Teamwork and we acknowledge that no project is conducted in a vacuum. We thrive on participation and an active exchange of ideas and solutions with all of our clients, and realize it takes many disciplines and trades to successfully complete a project.

Once the implementation schedule has been reviewed, and revised (if needed) by the State, we will commence with the purchasing and scheduling of material and manpower. Mercury's Project Manager will coordinate a secure and lockable space from the State's Project Manager and advise Mercury's Warehouse and/or our Distributor's warehouse when the material can be delivered.

Upon delivery of the material, Mercury's Project Manager will inspect and inventory all components delivered and submit in writing to The Project Executive the delivered Bill of Materials for the State's records.

EXECUTIVE SUMMARY

It is at this point with material and manpower on site that the real work begins in the installation of the structured cabling system throughout the existing or new Pathways and Spaces.

Mercury Cabling Systems LLC on-site personnel are professional individuals with years of training and experience. They have worked in all types of environments, from hospitals (24/7 operations) where patients and doctors always taking precedence over the any installation, to the large Corporate and Financial environments, where time-sensitive information and image are catamount to success. Mercury's staff can work in any existing and occupied environments, to new construction, or historical and unique settings, all with on-time and on-budget performance.

After a substantial portion of the cabling infrastructure has been completed, the certification process commences. It is at this point, that Mercury's Project Manager will begin the testing of all cabling links for submittal to the State and the Manufacturer for the warranty process to get underway.

Mercury Cabling LLC uses the latest in copper and fiber testing equipment and conduct yearly calibration of it's testers to ensure standard compliance and performance parameters are consistently updated.

This is also the time when all floor plans and documentation is submitted to Mercury's in-house staff for AutoCAD As-built drawings to begin. In addition, all Manufacturer warranty documentation compiled and internal closeout checklists are developed for Project Manager's review and completion.

Only after 100% successful completion of the certification testing will all cable test results along with As-Built drawings be submitted to the State for review and acceptance. In addition a copy of the application for Warranty to the Manufacturer will also be provided to the State for their records.

Mercury Cabling System LLC will follow-up with any additional closeout or punch lists requirements the State of Connecticut may require in an effort to expedite the project's completion.

It is in recognizing the fact that each building, each client, and each application brings with it new challenges that we welcome to better enhance the quality of service we are able to offer our customers and enhance the quality of work that we are able to provide.



Wayne R. Browning
President

STATE OF CONNECTICUT
PROPOSER'S STATEMENT OF QUALIFICATIONS
Attachment # 1

RFP Number:
04ITZ0053

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THIS FORM WILL BE USED IN ASSESSING A PROPOSER'S QUALIFICATIONS AND TO DETERMINE IF THE PROPOSAL SUBMITTED IS FROM A RESPONSIBLE PROPOSER. STATE LAW DESIGNATES THAT CONTRACTS BE AWARDED TO THE LOWEST RESPONSIBLE QUALIFIED PROPOSER. FACTORS SUCH AS PAST PERFORMANCE, INTEGRITY OF THE PROPOSER, CONFORMITY TO THE SPECIFICATIONS, ETC. WILL BE USED IN EVALUATING PROPOSALS. ATTACH ADDITIONAL SHEETS IF NECESSARY

COMPANY NAME: Mercury Cabling Systems, LLC
&
ADDRESS: 300 Avon Street, Stratford, CT 06615

NUMBER OF YEARS COMPANY HAS BEEN ENGAGED IN BUSINESS UNDER THIS NAME: 6 YEARS

LIST ANY CONTRACT AWARDS TO YOUR COMPANY BY THE STATE OF CONNECTICUT WITHIN THE LAST THREE (3) YEARS, THAT YOU ACTUALLY PERFORMED SERVICE AGAINST. INDICATE WHICH STATE AGENCY, AND PROVIDE CONTRACT NAME AND NUMBER, AND THE NAME AND TELEPHONE NUMBER OF THE PURCHASING AGENT ADMINISTERING THE CONTRACT..

<u>CONTRACT NO.</u>	<u>CONTRACT NAME</u>	<u>STATE AGENCY</u>	<u>PURCHASING AGENT</u>	<u>TEL. NO.</u>
CSU 0177-1	Telecom Cabling Install	CT State Univ	Andy Heyl	860-493-0047
UC98B8677582	Code Blue Emerg Phones	UCONN	William Hill	860-486-2619

LIST ANY CONTRACT AWARDS TO YOUR COMPANY BY THE STATE OF CONNECTICUT WITHIN THE LAST THREE (3) YEARS. INDICATE WHICH STATE AGENCY, AND PROVIDE CONTRACT NAME AND NUMBER, AND THE NAME AND TELEPHONE NUMBER OF THE PURCHASING AGENT ADMINISTERING THE CONTRACT.

<u>CONTRACT NO.</u>	<u>CONTRACT NAME</u>	<u>STATE AGENCY</u>	<u>PURCHASING AGENT</u>	<u>TEL. NO.</u>

LIST OTHER NAMES YOUR COMPANY GOES BY: The Mercury Group, Mercury Communications

LIST PREVIOUS COMPANY NAME (S) Mercury Communications

LIST AT LEAST THREE COMPLETED PROJECTS SIMILAR IN NATURE TO THIS REQUEST FOR PROPOSAL WHICH DEMONSTRATES YOUR COMPANY'S ABILITY TO PERFORM THE REQUIRED SERVICES.

<u>Company Name and Address</u>	<u>Telephone No.:</u>	<u>Dollar Value:</u>
1. <u>Canberra Industries, 800 Research Pkwy</u> <u>Meriden, CT 06450</u>	<u>203-639-2119</u> <u>Pauline Mowery</u>	<u>\$300,000.00</u>
2. <u>St. Vincent's Medical Center</u> <u>2979 Main St, Bridgeport, CT 06606</u>	<u>203-576-5421</u> <u>Pam Hernandez</u>	<u>\$2,500,000.00</u>
3. <u>Ingersol Rand</u> <u>50 Ives St., New Haven, CT 06516</u>	<u>203-401-2469</u> <u>Lisa Dumas</u>	<u>\$250,000.00</u>

STATE OF CONNECTICUT

PROPOSER'S STATEMENT OF QUALIFICATIONS

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COMPANY NAME: Mercury Cabling Systems, LLC

SIZE OF COMPANY
OR CORPORATION: NUMBER OF EMPLOYEES: FULL TIME 31 PART TIME 1

COMPANY VALUE: EQUIPMENT ASSETS \$500,000.00 TOTAL ASSETS \$2,000,000.00

IS YOUR COMPANY REGISTERED WITH THE OFFICE OF THE CONNECTICUT SECRETARY OF STATE? YES NO

REGISTRATION DATE, IF AVAILABLE: November 16, 2000

IF REQUESTED, WOULD YOUR COMPANY PROVIDE A "GOOD STANDING" CERTIFICATE
ISSUED BY THE CONNECTICUT SECRETARY OF STATE'S OFFICE? YES NO

LIST OF EQUIPMENT TO BE USED FOR THIS SERVICE (INCLUDE MODEL, YEAR & MANUFACTURER):

<u>MODEL</u>	<u>YEAR</u>	<u>MANUFACTURER</u>
<u>Mercury will provide details per job at the State's request.</u>		

(Attach additional sheets if necessary)

LIST ANY RELEVANT CERTIFICATIONS, LICENSES, REGISTRATIONS, ETC. WHICH QUALIFY YOUR COMPANY TO MEET THE REQUIREMENTS
OF THIS RFP.

Enclosed within this RFP you will find our Small Business Set-Aside Certificate

Enclosed within this RFP you will find our State of Connecticut Licenses

Enclosed within this RFP you will find our Manufacturers' Certifications

(Attach additional sheets if necessary)

LIST ANY ADMINISTRATIVE ACTIONS EITHER PENDING REVIEW BY THE STATE OR DETERMINATIONS THAT THE STATE HAS MADE
REGARDING YOUR COMPANY OR CORPORATION. THIS WOULD INCLUDE COURT JUDGEMENTS AND SUITS PENDING BY A STATE OR
FEDERAL COURT. INCLUDE A LISTING OF OSHA VIOLATIONS AND ANY ACTIONS OR ORDERS PENDING OR RESOLVED WITH ANY STATE
AGENCY SUCH AS THE DEPARTMENT OF CONSUMER PROTECTION, THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, ETC. DETAIL
THIS INFORMATION ON A SEPARATE SHEET OF PAPER. SUCH INFORMATION SHOULD BE FOR THE LAST THREE (3) YEARS.

I HEREBY CERTIFY THAT ALL THE INFORMATION SUPPLIED IS COMPLETE AND TRUE.

Adam Browning
SIGNATURE

March 1, 2005
DATE

Secretary

TITLE

STATE OF CONNECTICUT REQUEST FOR PROPOSALS 04ITZ0053

ATTACHMENT #2
CERTIFICATION REGARDING LOBBYING

CONTRACTOR: Mercury Cabling Systems, LLC
PERIOD: March 1, 2004 through March 1, 2006

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member or Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member or Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) at that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


SIGNATURE

Adam Browning, Secretary
TYPED NAME & TITLE

Mercury Cabling Systems, LLC
FIRM/ORGANIZATION

March 1, 2005
DATE

Section 32-9e of the Connecticut General Statutes sets forth the State's Small Business Set-Aside program and the percentage of applicable purchases that must be set-aside for certified small businesses. Effective July 1, 1988, Twenty-five (25%) of the average total value of all contracts let for each of the previous three fiscal years must be set aside.

The Department of Information Technology is requesting that vendors responding to this RFP set aside a portion for a small, minority or women's business enterprise as a subcontractor. Prospective Vendors may obtain a list of firms certified to participate in the Set-Aside program by contacting the Department of Administrative Services (DAS), 165 Capitol Avenue Hartford, Connecticut 06106, Room G8A, Business Connections/Set-Aside Unit, Telephone (860)-713-5236. The DAS web site may be accessed at:
<http://www.das.state.ct.us/Purchase/SetAside/default.asp>

Bidders may fulfill this obligation through a subcontract for any services related to this contract by utilizing small, minority or women-owned businesses as suppliers of goods or services.

NOTE WELL: During the evaluation process, consideration will be given to those who provide documentation to evidence their utilization of a certified small minority or women's business and/or demonstrate the commitment to, whenever possible, utilize a certified small minority or women's business. Bidders should identify the certified small minority or women's business, the goods or services the business will supply and the percentage of the overall contract amount that will be set-aside in the Technical Proposal. Additionally, Vendors are to complete the Commission on Human Rights and Opportunities Contract Compliance Monitoring Report that appears at the end of this Attachment and submit the completed, signed Report (labeled CHRO-4) with the Proposal

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**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 CONN. GEN. STAT.; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the CONN. GEN. STAT. 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 the awarding of all contracts covered by Sections 4a-60 and 46a-71(d) of the CONN. GEN. STAT.

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 CONN. GEN. STAT. 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 CONN. GEN. STAT. as “(1) Black Americans... (2) Hispanic Americans... (3) persons who have origins in the Iberian Peninsula... (4) Women... (5) Asian Pacific American and Pacific Islanders; (6) American Indians...” A business owned by an individual(s) with a physical disability is also a minority business enterprise as provided by Section 32-9e of the CONN. GEN. STAT. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance

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 inclusive, of the Regulations of Connecticut State Agencies;
- (C) the bidder’s promise to develop and implement a successful affirmative action plan;
- (D) the bidder’s submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and gender 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.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and included with the Proposal submitted in response to this RFP.

The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidder’s 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 bidder’s “good faith efforts” to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 32-9e 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 non-profit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 32-9e CONN. GEN. STAT.

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2) Description of Job Categories (as used in Part IV Bidder Employment Information)

<p>Officials, Managers and Supervisors - Occupations requiring administrative personnel who set broad policies, exercise over-all responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes officials, executives, middle management, plant managers, department managers, and superintendents, salaried forepersons who are members of management, purchasing agents and buyers, and kindred workers.</p> <p>Professionals - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, personnel and labor relations workers, physical scientists, physicians, social scientists, teachers, kindred workers.</p> <p>Technicians - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through about 2 years of post high school education, such as is offered in technical institutes and junior colleges, or through equivalent on-the-job training. Includes: draftspersons, engineering aides, junior engineers, mathematical aides, nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic, physical sciences), and kindred workers.</p> <p>Sales Workers - Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales persons, insurance agents and brokers, real estate agents and brokers, stock and bond salespersons, demonstrators, sales people and sales clerks, and kindred workers.</p> <p>Office and Clerical Workers - Includes all clerical type work regardless of level of difficulty, where the activities are predominantly non-manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bills and accounts), messengers and office workers, office machine and computer operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, and kindred workers.</p>	<p>Skilled Workers - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes in their work. They exercise considerable independent judgment and usually receive an extensive period of training. Includes: building trades hourly paid forepersons and leadpersons who are not members of management, mechanics and repair people, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors, and kindred workers.</p> <p>Semi-Skilled Workers - Workers who operate machine or processing equipment or perform other factory type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.</p> <p>Unskilled Workers - Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require application of little or no independent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farm) and grounds keepers, longshore persons and stevedores, wood cutters and choppers, laborers performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.</p> <p>Service Workers - Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institution, professional, and personal service), barbers, cleaning workers, cooks (except house-hold), counter and fountain workers, fire fighters, police officers and detectives, security workers and doorkeepers, stewards, janitors, porters, food servers and kindred workers.</p> <p>Apprentices - Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with a state or federal agency.</p> <p>Trainees - Persons engaged in a formal training for craft worker when not trained under an apprenticeship program. Includes: operatives, laborer and service occupations. Also includes persons engaged in formal training for official, managerial, professional, technical, sales, office, and clerical occupations.</p>
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3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

<p>White (not of Hispanic Origin) - All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p>Black (not of Hispanic Origin) - All persons having origins in any of the Black racial groups of Africa.</p> <p>Hispanic All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p>Asian or Pacific Islander All persons having origins in any of the original peoples of the Far East, Southeast Asia, Indian subcontinent or Pacific Islands. Includes China, India, Japan, Korea, Philippine Islands, & Samoa.</p> <p>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.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Mercury Cabling Systems, LLC Street Address 300 Avon Street City & State Stratford, CT 06615 <i>Wayne Browning</i> Chief Executive Wayne Browning	Bidder Federal Employer Identification Number (FEIN) 06-1565070 or Social Security Number (SSN)
Major Business Activity Wayne Browning (brief description) Voice & Data Cabling Install Code Blue Emergency Phones	Bidder Identification (response optional/definitions on page 1) -Is bidder a small contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No -Is bidder a minority business enterprise? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, check ownership category <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Iberian Peninsula <input type="checkbox"/> Individual(s) with a Physical Disability <input type="checkbox"/> Female -Is bidder certified as above by the State of CT (DAS)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Bidder Parent Company (if any) N/A	
Other Locations in CT (if any) N/A	

PART II - Bidder Non-Discrimination Policies & Procedures

1. Does your company have a written Equal Employment Opportunity statement posted on company bulletin boards? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a of the Conn. Gen. Stat.? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Does your company have a written sexual harassment in the workplace policy posted on company bulletin boards? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	8. Do you, upon request, provide reasonable accommodation to employees or applicants for employment who have physical or mental disability? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. Do you notify all recruitment sources in writing of your company non-discrimination employment policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	9. Does your company have a mandatory retirement age for all employees? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Do your company advertisements contain a written statement that you are an Equal Opportunity Employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA
5. Do you notify the CT State Employment Service of all employment openings with your company? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	11. If your company has apprenticeship programs, do they meet the equal opportunity requirements of the apprenticeship standards of the CT Dept. of Labor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
6. Does your company have a collective bargaining agreement with workers? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers <input type="checkbox"/> Yes <input type="checkbox"/> No 6b. Have you notified each union, in writing, of your commitments under the non-discrimination requirements of contracts with the State of CT? <input type="checkbox"/> Yes <input type="checkbox"/> No	12. Does your company have a written affirmative action plan? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 13. Is there a person in your company who is responsible for Equal Employment Opportunity? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide name and phone number. Gary Berlin 203-378-9008 ext 331

PART III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 1a. If yes, list all the subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise (as defined on page 1). Attach additional sheets if necessary.
1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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PART IV - Bidder Employment Information

JOB CATEGORY	OVERALL TOTALS	WHITE (NOT OF HISPANIC ORIGIN)		BLACK (NOT OF HISPANIC ORIGIN)		HISPANIC		ASIAN / PACIFIC ISLANDER		AMERICAN INDIAN OR ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Managers	2	1	1								
Professionals	1	1									
Technicians	17	15		1		1					
Sales Workers	4	3	1								
Office/Clerical	8	3	5								
Craft Workers (Skilled)	0										
Laborers (Unskilled)	0										
Service Workers	0										
TOTALS ABOVE	32	23	7	1		1					
Total One Year Ago	45	26	6	1		2					
FORMAL ON-THE-JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices	3	3									
Trainees											

According to the above employment report, is the composition of your workforce at or near parity when compared with the racial and gender composition of the workforce in the relevant labor market area? Yes No

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percentage used)	2. Check (✓) any of the requirements listed below 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.																																																																
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>SOURCE</th> <th>YES</th> <th>NO</th> <th>% of applicants provided by source</th> </tr> </thead> <tbody> <tr><td>State Employment Service</td><td>X</td><td></td><td>25%</td></tr> <tr><td>Private Employment Agencies</td><td>X</td><td></td><td>15%</td></tr> <tr><td>Schools and Colleges</td><td></td><td>X</td><td></td></tr> <tr><td>Newspaper Advertisement</td><td>X</td><td></td><td>25%</td></tr> <tr><td>Walk Ins</td><td></td><td>X</td><td></td></tr> <tr><td>Present Employees</td><td>X</td><td></td><td>35%</td></tr> <tr><td>Minority/Community Organizations</td><td>X</td><td></td><td></td></tr> <tr><td>Labor Organizations</td><td></td><td>X</td><td></td></tr> <tr><td>Others (please identify)</td><td></td><td>X</td><td></td></tr> </tbody> </table>	SOURCE	YES	NO	% of applicants provided by source	State Employment Service	X		25%	Private Employment Agencies	X		15%	Schools and Colleges		X		Newspaper Advertisement	X		25%	Walk Ins		X		Present Employees	X		35%	Minority/Community Organizations	X			Labor Organizations		X		Others (please identify)		X		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>(✓)</th> <th>Requirement</th> </tr> </thead> <tbody> <tr><td>X</td><td>Work Experience</td></tr> <tr><td>X</td><td>Ability to Speak or Write English</td></tr> <tr><td></td><td>Written Tests</td></tr> <tr><td>X</td><td>High School Diploma</td></tr> <tr><td></td><td>College Degree</td></tr> <tr><td></td><td>Union Membership</td></tr> <tr><td>X</td><td>Personal Recommendation</td></tr> <tr><td></td><td>Height or Weight</td></tr> <tr><td></td><td>Car Ownership</td></tr> <tr><td>X</td><td>Arrest Record</td></tr> <tr><td></td><td>Wage Garnishment</td></tr> </tbody> </table>	(✓)	Requirement	X	Work Experience	X	Ability to Speak or Write English		Written Tests	X	High School Diploma		College Degree		Union Membership	X	Personal Recommendation		Height or Weight		Car Ownership	X	Arrest Record		Wage Garnishment	Field Technicians must be licensed or placed in the Apprenticeship Program. Licensed technicians must renew licenses including attending classes to do so. We have manufacturer's training sessions quarterly. BICSI training is continuous.
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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 misstatement 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 Secretary	Date Signed March 1, 2005	Telephone 203-378-9008 X315
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ATTACHMENT 4
VENDOR PROPOSAL VALIDATION AND AUTHENTICATION STATEMENT

Vendor Organization: Mercury Cabling Systems, LLC

The person responsible for the validation of your Proposal must fully complete and sign this statement where indicated and attach it to your company's response to the RFP. By doing so, the signer attests that the given Proposal represents:

1. Full and unconditional acceptance of all stipulated administrative requirements of RFP 04ITZ0053.
2. Complete and valid information as of the Proposal due date
3. Product, price and term offerings that are valid until such date as the State is specifically notified otherwise, but not less than Ninety (90) days from the Proposal due date.
4. A "best effort" by the company to comply with all State requirements regarding Proposal contents and formats.
5. The State's Agreements, Attachments) are acceptable to your company.

Validating Official:
Adam Browning, Secretary
Printed Name and Title



Signature

By countersigning this Proposal, I confirm that this Proposal constitutes a complete, authentic and bona-fide offer to the State of Connecticut which Mercury Cabling Systems, LLC (name of entity) is fully prepared to implement as described. The company official who validated this Proposal was authorized to represent the company in that capacity on the date of his/her signature.

Authenticating
Official:



Signature

Adam Browning, Secretary
Printed Name and Title

NOTE: Any modifications to this form will subject the vendor's Proposal to the risk of being deemed a "contingent" Proposal, thus subject to rejection by the State.

INFORMATION TECHNOLOGY MASTER AGREEMENT

The State's preferred Master Agreement is included in this Attachment (Number 5) to this RFP. It represents a contract that the State believes to be equitable to both the State and the selected vendor.

The State reserves the right to incorporate into this Agreement any and/or all terms and conditions that may be deemed fair or beneficial to the State. The State further will not waive, modify or entertain modifications to Sections 34-39 of this Attachment 5 as currently written in this RFP.

If the contract negotiations cannot be successfully concluded, the State may, at its sole discretion, proceed to withdraw the offer and offer a contract to another competing firm, or follow any other course of action that it deems necessary or advisable to provide for the carrying out of its statutory responsibilities.

This Master Agreement, entered into this 1st day of March, 2005, hereinafter referred to as the "Agreement" is made by and between the State of Connecticut, hereafter referred to as the "State," acting herein by the Department of Information Technology, located at 101 East River Drive, East Hartford, Connecticut 06108, and Mercury Cabling Systems, LLC hereinafter referred to as Mercury or "Vendor," having its principal place of business at 300 Avon St Stratford, Ct hereinafter referred to as "Parties". Where contracting agency is referred to in this Agreement, it is understood to be the Department of Information Technology.

The terms and conditions of this Agreement are contained in the following sections:

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THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

1. TERM OF AGREEMENT

- a. This Agreement shall become effective in accordance with the provisions of Section 40. APPROVAL OF AGREEMENT and shall continue for a period of three (3) years with the option at the State's discretion to extend the agreement for two (2) additional one (1) year terms unless terminated by either party upon ninety (90) days' prior written notification to the other party, subject to the provisions of §4d-44 Connecticut General Statutes, except that such termination may not be effected so long as this Agreement applies to any Vendor licensing agreement for equipment and services.
- b. If notification of termination is received from Vendor, the State agrees to no longer issue order(s) for any additional Products (defined in Section 2. DEFINITIONS) or associated services under the terms and conditions of this Agreement.

2. DEFINITIONS

- a. The "Affiliate" means (i) an entity having an ownership interest in Vendor of fifty percent (50%) or more; or (ii) an entity in which Vendor has an ownership interest of fifty percent (50%) or more.
- b. The "Alterations" are modifications made by the State to any installed Product thereby making such Product not in conformance with Vendor design and/or operation specifications.
- c. The "Applicable Price" means the price stated in the proposal ("Proposal") submitted by Vendor to the State in response to the RFP.
- d. "Deficiency Upgrades" are changes made to Products from time to time that correct Product errors, faults, shortcomings, and other performance inadequacies.
- e. The "Effective Date" is the date this Agreement is approved as to form by the Attorney General of the State of Connecticut.
- f. The "Enhancements" are changes made to Products from time to time that provide additional features or functionality.
- g. The "Firmware" means the medium, which has Software or a Software program, contained within it whereby the medium operates, controls, functions, or in some other manner directs information, or electrical signals to perform a function within or upon the Products.
- h. The "Information" means any writing, drawing, sketch, model, sample, data, computer program, software, recording, State lists, account plans, market data, or other documentation of any kind.
- i. The "Licensed Materials" means the Software and related documentation for which licenses are granted by Vendor under this Agreement; no source code versions of computer programs are included in the Licensed Materials except as provided in this Agreement.

- j. The term "Product" as used herein, is defined as any Vendor furnished telecommunication hardware, software, or service along with all related materials, documentation, and information, received by the State from Vendor that is specified in the Product Schedules.
- k. The "Product Schedule", which is attached hereto, establishes the Products, licensing period (s), maintenance and support, other services and associated pricing then available to the State under the provisions of this Agreement.
- l. The "Proposal" means Vendor's original response to the RFP and all written clarifications included herewith.
- m. The "RFP" means the Request for Proposal together with all Attachments issued by the State incorporated by reference herein.
- n. The term "Site " means a location where a telecommunication system or systems is located. Such location may contain or consist of one or multiple interconnected units that are located at the same physical address.
- o. The "Software" means a computer program consisting of a set of logical instructions and tables of information that guide the functioning of the processor; such program may be contained in any medium whatsoever, including hardware containing a pattern of bits representing such program but the term "Software" does not mean or include any such medium.
- p. The "Source Code" means any version of a computer program incorporating high-level or assembly language that generally is not directly executable by a processor.
- q. The "Specifications" are the Vendor's published technical and non-technical detailed descriptions of a Product's capabilities.
- r. The "Use" means copying the Licensed Materials, or any portion thereof, into a Product for execution of the instructions and tables contained in the Licensed Materials.

3. SALE OF PRODUCTS

- a. Subject to the terms and conditions of this Agreement, Vendor agrees to sell to the State date/time compliant Products, as defined in paragraph 30 hereof, included in the Product Schedule of this Agreement.
- b. Vendor may propose supplements to the Product Schedule to add new Products to this Agreement, as defined in Attachment 6: Technical Requirements, after the initial Master Agreement has been approved. The State may accept or reject any and all requested supplements.
- c. Vendor may propose Product pricing updates in accordance with the Contract Administration section of Attachment 6: Technical Requirements.
- d. Products ordered prior to the effective date of any Product Schedule pricing increase shall enjoy protection from license rate increase during their license terms.

4. STATE TRAINING

Vendor shall provide such pre-installation and post-installation Product training as described in Attachment 6: Technical Requirements. Additional training shall be provided to the State based upon pricing in the approved Product Schedules.

5. DELIVERY, INSTALLATION & DE-INSTALLATION

- a. The State at its cost, shall provide the necessary commercial power, air conditioning, heating, humidifying/dehumidifying, fire and water protection, lighting and security devices, equipment and systems specified in writing by the vendor to accommodate the new telecommunications system. If detailed specifications are not submitted to the State project manager in the individual project schedule, all subsequent work needed to comply with the environmental requirements of the vendor's telecommunication systems will be billed to the vendor.
- b. State ordered de-installation, relocation and reinstallation of any Product previously installed shall be at the State's expense according to Vendor's prices in the then current Product Schedule.

6. PRODUCT REPLACEMENTS & UPGRADES

- a. The Vendor agrees to notify the State project manager of all Product Deficiency Upgrades and Enhancement Upgrades within 30 days after their release or general availability. The vendor shall provide the State a full description including the impact of the Product Deficiency Upgrade and Enhancement Upgrade on the performance of the Product. After a review and evaluation, the State may accept or reject the change. If accepted, approval will be given by the State, and the Vendor shall coordinate installation with the State project manager.
- b. Over the life of this contract, the Vendor agrees to provide the State the option to apply all Product Deficiency Upgrades at no cost to the State.
- c. During the time any software Product is under Vendor warranty or covered under a maintenance contract, the Vendor agrees to make software Product Enhancements available at no cost to the State.
- d. During the time any software Product is not under Vendor warranty and not covered under a maintenance contract, the Vendor agrees to make software Product Enhancements available to the State for evaluation. At the State's option, the software Product Enhancement may be purchased by the State.
- e. If a software change is made that causes partial or complete obsolescence or a reduction in the Product functionality as specified in the RFP, the Vendor shall restore the Product to its functionality prior to the software change, as defined in Attachment 6: Technical Requirements under Emergency Repairs.
- f. After the vendor restores to the software prior to the change, and the software change is made either during the warranty period or subsequent maintenance period, the vendor shall immediately take action to develop modifications to the software that will add the new features while maintaining the level of service.

7. PRODUCT ACCEPTANCE

- a. The State shall perform an acceptance test on the installed Products in accordance with procedures defined in Attachment 6: Technical Requirements.
- b. The State and Vendor agree that the warranty period shall commence when Vendor receives a written acknowledgement of acceptance from the State's project manager.
- c. In the event that Vendor fails to meet the criteria set forth for the final acceptance test period pursuant to the provisions contained in Attachment 6: Technical Requirements, the State shall have the right to impose penalties up to and including termination of this Agreement.
- d. In the event any Product fails to be accepted as specified herein, the State will return the Product to Vendor and be relieved of all obligations thereof.

8. GENERAL PROVISIONS

- a. Section headings and document titles used in this Agreement are included for convenience of reference only and are not part of the substantive provisions herein.
- b. In the event any provision of this Agreement is decided by a proper authority to be invalid, the remaining provisions of the Agreement shall be unimpaired and the invalid provision shall be replaced by a provision, which, being valid, comes closest to the intention underlying the invalid provision.
- c. The failure at any time by either party to this Agreement to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver by either party of a breach of any such provision shall not constitute a waiver of the provision itself, unless such a waiver is expressed in writing and signed by a duly authorized representative of the waiving party.
- d. In any case where the consent or approval of either party is required to be obtained under this Agreement, such consent or approval shall not be unreasonably withheld or delayed at no cost. No such consent or approval shall be valid unless in writing and signed by a duly authorized representative of that party. Such consent or approval shall apply only to the given instance, and shall not be deemed a consent to, or approval of, any subsequent like act or inaction by either party.
- e. This Agreement shall be deemed to have been made in the State of Connecticut and shall be governed in all respects by the laws of said State.
- f. Neither party shall be responsible for delays or failures in its obligations herein due to any cause beyond its reasonable control. Such causes shall include, but not be limited to, strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war, acts of terrorism or the public enemy, unavailable raw materials, telecommunication or power failure, fire, flood, earthquake, epidemics, natural disasters, and acts of God.
- g. If the State desires to obtain a version of the Product that operates under an operating system not specified in the Product Schedules, Vendor shall provide the State with the appropriate version of a Product, if available, on a 30-day trial basis without additional

charge, provided the State has paid all applicable maintenance and support charges then due. At the end of the 30-day trial period, the State must elect one of the following three options:

- 1) State may retain and continue to use the old version of the Product and return the new version to Vendor and continue to pay the applicable license fee and maintenance and support charge for the old version;
OR
- 2) State may retain and use the new version of the Product and return the old version to Vendor, provided that any difference in the applicable license fee and maintenance and support charge for the new version and such fee and charge for the old version is paid or refunded to the appropriate party;
OR
- 3) State may retain and use both versions of the Product, provided the State pays Vendor the applicable license fees and maintenance and support charges for both versions of the Product.

h. Vendor covenants and agrees that it will not, without prior written consent from the State, make any reference to the State in any advertising or news releases.

9. PATENT, COPYRIGHT, LICENSE & PROPRIETARY RIGHTS

- a. Vendor hereby grants the State, at no additional cost, rights to use any patented, copyrighted, licensed or proprietary software Product. The State shall maintain the confidentiality of any such Product consistent with its privileged nature, and shall not divulge the Product or make it available to any third party. This obligation survives termination of this Agreement.
- b. Vendor agrees to defend any patent, copyright, license or proprietary rights infringement claim or proceeding pertaining to the State use of any Product, except where the State modifies or adapts said Product without Vendor consent. Vendor agrees to satisfy any final award arising from any said claim or proceeding. The State agrees to give Vendor prompt written notice of any impending said claim or proceeding, and agrees to Vendor's right to conduct any defense thereof.
- c. In the event any Product becomes the actual or prospective subject of any said claim or proceeding, Vendor shall: (1) modify the Product or substitute another equally suitable Product (providing such alternative does not degrade the State's Product dependent performance capability), or (2) obtain for the State the right to continued Product use, or (3) if Product use is prevented by injunction, take back the Product and credit the State for any charges unearned as a result of enjoined use as follows:
 - 1) Where the license specified in the applicable Product Schedule is less than perpetual, Vendor shall promptly refund to the State the amount of the fees paid for the portion of the applicable term found to be infringing.
 - 2) Where the license specified in the applicable Product Schedule is perpetual:
 - a) Periodic Payment license. Vendor shall promptly refund to the State the amount of the fees paid for the portion of the applicable term found to be infringing.

- b) Lump-Sum Payment License. Vendor shall promptly refund to the State any Product maintenance and support charges paid by the State applicable to the infringement period plus a sum computed as follows:

Period license of infringing Product has been in effect starting with Acceptance Date:

Less than 1 year:	75% of license fee paid
1 - 2 years:	50% of license fee paid
2 - 3 years:	25% of license fee paid
Over 3 years:	No credit

- d. Vendor shall have no liability for any infringement claim or proceeding based on the State's modification of a Product.
- e. The foregoing states the entire rights and liabilities of both parties for any loss or damage whatsoever arising from any Product patent, copyright, license or proprietary rights infringement except that, if the State is not allowed five (5) days to erase or preserve State data, after prior written notification from Vendor, Vendor shall be liable for the cost of recovery of said data and shall hold the State harmless from any resultant suits and claims of invasion of personal privacy, and this right shall inure beyond the life of this Agreement.

10. RISK OF LOSS & INSURANCE

- a. The State shall not be liable to Vendor for any risk of Product loss or damage while Product is in transit to or from a State installation site, or while in the State's possession prior to acceptance, except when such loss or damage is due directly to State negligence.
- b. In the event Vendor employees or agents enter premises occupied by or under control of the State in the performance of their responsibilities, Vendor shall indemnify and hold the State harmless from any loss, cost, damage, expense or liability by reason of tangible property damage or personal injury, of any nature or any kind, caused by the performance or act of said employees or agents. Without limiting the foregoing, Vendor shall maintain public liability and property damage insurance within reasonable limits covering the obligations contained herein, and shall maintain proper workers' compensation insurance in accordance with Section 39. INSURANCE.

11. CONFIDENTIALITY; NONDISCLOSURE

- a. The State hereby agrees that:
- 1) The State shall exercise at least the same degree of care to safeguard any Product and any other confidential Vendor information as State does its own property of a similar nature; and
 - 2) The State shall take reasonable steps to assure that neither the Product nor any part thereof received by the State under this Agreement shall be disclosed to others, in whole or in part, without the prior written permission of Vendor. Such prohibition on disclosures shall not apply to disclosures by the State to its employees, provided such disclosures are reasonably necessary to the State's use of the Product, and

provided further that the State shall take all reasonable steps to insure that the Product is not disclosed by such employees in contravention of this Agreement.

b. Vendor hereby agrees that:

- 1) All State information exposed or made available to Vendor or its representatives is to be considered confidential and handled as such.
- 2) Any such State information is not to be removed, altered, or disclosed to others in whole or in part by Vendor and its representatives.
- 3) All published State security procedures will be adhered to by Vendor and its representatives.

c. It is expressly understood and agreed that the obligations of this Section 11 shall survive the termination of this Agreement.

12. ORDER OF PRECEDENCE

The RFP 023-A-27-7019, Clarification Documents, and Proposal shall be incorporated into the Master Agreement. In the event of conflict of terms and conditions between or among this Agreement, the RFP, Clarification Documents, and the Proposal, the order of precedence is:

- (1) The Master Agreement
- (2) The RFP 023-A-27-7019
- (3) The Clarification Documents
- (4) The Proposal

13. MOST FAVORED CUSTOMER

Vendor represents and warrants that all prices, benefits, warranties, and other terms and conditions in this Agreement are and will continue to be during the term of this Agreement no less favorable than those currently being or which will be offered by Vendor to any of its similarly situated customers. Vendor shall review and have an officer of their Company certify its compliance with this section to State semi-annually commencing on the anniversary of the Agreement. This certification shall be sent to State's representative listed under the section called "Communications".

14. STATE RULES/STANDARDS OF CONDUCT

a. Vendor, its employees and contractors shall comply with State's rules and regulations governing admittance to and security of State property, including but not limited to the following:

- 1) The coordination of any building related requirements (i.e. power, phone, elevator, parking, etc.) shall be through State's authorized representative or their designated representative.
- 2) Vendor is solely responsible for maintaining the premises and surrounding areas free from waste materials and rubbish. Vendor is solely and fully responsible for all expenses incurred to complete the same.

- 3) Vendor will take all necessary precautions, including but not limited to OSHA standards and shall provide all necessary protection to prevent damage, injury, or loss to:
 - a.) State's plant and property;
 - b.) State, its employees, agents, subcontractors, or other representatives;
 - c.) Vendor, its employees, agents, representatives, subcontractors, subsequent vendors, and any other persons who may be affected thereby;
 - d.) The work, materials, and equipment, whether in storage off or on the site; and
 - e.) Other property at the site or adjacent thereto, such as, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in this Agreement.
- b. State reserves the right to refuse admittance of any employee of Vendor who does not present proper identification or who may be objectionable to State.

15. HAZARDOUS SUBSTANCES AND CONDITIONS

- a. It is the policy of the State to comply with all state and federal laws and regulations affecting employee safety and health and the environment, particularly those governing the transportation, use, storage and disposal of hazardous substances and materials. For any and all product(s) purchased by or for the use of State which require(s) special or particular handling for transportation, use, storage or disposal, State must be provided instructions, such as provided in the Material Safety Data Sheet or the OSHA Form 20, describing such special handling, in sufficient detail prior to the delivery of such products to State, or when requested to provide such information and instructions by State or its Affiliate. If Vendor fails to provide such special written instructions, Vendor warrants that the product(s) purchased hereunder require no such special handling and agrees to indemnify State for all costs, including legal fees and civil penalties which State incurs as a result of State's reliance on the Vendor's failure to disclose such special handling or disposal requirements. Notice required hereunder must include reference to contract number, purchase order number, work order number or other identifying form number, and the name of the State employee purchasing the product. Notice is to be given to the State project manager.
- b. The State will notify the Vendor of any known hazardous substances, including asbestos and lead paint. If the Vendor becomes aware of asbestos, lead paint, or other hazardous substances or conditions at the work site, the vendor shall immediately stop work and notify the State project manager. The Vendor shall submit a written report indicating any affect on the project. If the Vendor does not submit such a report at the time that the hazardous conditions are identified, the State will not accept any changes to the project. The Vendor shall not cut, excavate, or otherwise alter any work on State premises in such a manner that will endanger the work, adjacent property, State employees, the public or the work or safety of any other Vendor employees.

16. REPORTS TO THE AUDITORS OF PUBLIC ACCOUNTS

This Agreement is subject to the provisions of §4-61dd Connecticut General Statutes. In accordance with this section any person having knowledge of any matter involving

corruption, violation of state or federal laws or regulations, gross waste of funds, abuse of authority or danger to the public safety occurring in any large state Agreement, may transmit all facts and information in his possession concerning such matter to the Auditors of Public Accounts. In accordance with subsection (e) if an officer, employee or appointing authority of a large state Vendor takes or threatens to take any personnel action against any employee of the Vendor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of this section, the Vendor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi- public agency may request the Attorney General to bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) each large state Vendor shall post a notice of the provisions of this section relating to large state Vendors in a conspicuous place which is readily available for viewing by the employees of the Vendor.

17. PAYMENTS & CREDITS

- a. The State shall make payments as described in Attachment 6: Technical Requirements.
- b. Vendor shall furnish invoices as defined in Attachment 6: Technical Requirements.
- c. Vendor shall continue to provide the State with maintenance and support services provided the State elects to pay Vendor in advance the applicable maintenance and support charges then in effect. The applicable discount for monthly, quarterly, semi-annual or annual maintenance and support charges shall be as shown in the Product Schedule.
- d. For each subsequent year, Vendor's obligation to provide maintenance and support services and State's obligation to pay the maintenance and support charges then in effect shall be deemed to be automatically renewed unless cancelled in writing by either party at least thirty (30) days prior to such renewal date.
- e. Vendor shall be liable for personal property taxes and similar assessments on any Product and for any interest charge or penalty imposed for late payment or nonpayment of such assessments.

18. DEFAULT

In the event either Party shall be in breach or default of any of the terms, conditions, or covenants of this Master Agreement, and such breach or default shall continue for a period of ten (10) days after the giving of written notice to the defaulting Party by the offended Party, then, in addition to all other rights and remedies of law or in equity or otherwise, the non-breaching Party shall have the right to exercise the provisions for termination herein without charge or liability, except for work incurred by Vendor in conformance with this Master Agreement up until the date of notification, and recover damages for such breach or default.

19. PRODUCT ALTERATIONS

- a. Alterations of any Product may be made with the prior written consent of Vendor and/or the manufacturer. Such consent shall be without cost and not be unreasonably withheld.
- b. If any Product Alteration interferes with the normal and satisfactory operation or maintenance and support of any Product or substantially increases the costs of maintenance and support thereof or creates a safety hazard, the State shall, upon receipt of written notice from Vendor, promptly restore the Product to its pre-altered condition.

20. PRODUCT MAINTENANCE

- a. The Vendor shall provide Product maintenance, as described in Attachment 6: Technical Requirements, under a maintenance contract or on a time and materials contract. The State shall select and notify the vendor on a project-by-project basis whether a maintenance contract or time and material contract is to be used.
- b. Vendor shall maintain sufficient installed Product support services staff, replacement Products and ancillary equipment to satisfy the preventive and remedial maintenance and response time requirements, as well as the reliability standard requirements, specified herein for any Product.
- c. Preventive maintenance shall be provided at a time mutually agreeable to the State and Vendor. Preventive maintenance shall be provided in accordance with Attachment 6: Technical Requirements.
- d. After acceptance of any Product by the State and subject to the terms, conditions, and charges set forth in this Agreement, Vendor represents that maintenance and support services for said Product shall be provided to the State.
- e. Vendor shall provide such reasonable and competent assistance as necessary to cause the Product to perform in accordance with applicable portions of the Product Specifications, Vendor proposal and the RFP.

21. PRODUCT WARRANTY

- a. Vendor guarantees that all workmanship and materials provided by Vendor, its subcontractors, agents, subsequent vendors, or other representatives shall in every way be good, sound, and well suited for its intended purpose and that all materials and workmanship shall conform with this Master Agreement. In the event a deficiency, fault, or imperfection is detected within a minimum of the greater of the prescribed warranty as stated in Attachment 6: Technical Requirements or the manufacturer's warranty period from the date of acceptance under this Master Agreement, Vendor shall upon notice from State promptly remedy the deficiency, fault, or imperfection, and pay all damages resulting therefrom. In the event Vendor fails to fulfill its obligation to take such action, State may take such corrective action at the sole expense of Vendor and deduct the cost of such corrective action from any amount due under any order with State. Vendor further agrees to immediately pay State the full amount by which the cost of corrective actions and damages exceeds the amount then due Vendor under any order with State. The provisions of this Section shall survive the expiration or termination of this Master

Agreement.

- b. Except as may be otherwise stipulated in this Agreement, the foregoing warranty is in lieu of all other warranties, express or implied.

22. SOFTWARE REQUIREMENTS

- a. Vendor shall demonstrate their active involvement in a software quality assurance program aimed at complying with the specifications in Attachment 6: Technical Requirements.
- b. Software shall be modular or flexible in nature allowing for software growth or change as needed. Modularity and flexibility in this context mean that the size or functionality required in a given application can be modified by imputing parameter changes to the software and then down-loading the software into a larger capacity host configuration.
- c. Vendor agrees that it shall incorporate any and all software items necessary to support the System including, if necessary, any customized programming.
- d. Vendor and the State agree and understand that Vendor shall not provide software source code to the State, except as stated in Attachment 6: Technical Requirements and subsequent addenda to Attachment 6: Technical Requirements. The equipment manufacturer provides the right to use the software through the equipment manufacturer's Right to Use fees as referenced in Attachment 6: Technical Requirements.

23. FCC WARRANTY

Vendor warrants to the State that the Products are certifiable, under FCC regulations, for direct connection to the public network, and for Radio Frequency Interference ("RFI") emissions.

24. DISPUTE RESOLUTION

Vendor agrees to the dispute resolution process as defined in Attachment 6: Technical Requirements.

25. INSTALLATION MANAGEMENT

Vendor agrees that it shall be responsible for managing all phases of the installation as described in Attachment 6: Technical Requirements including: documentation, entering all necessary information into the System data base, training and all other System requirements.

26. LIQUIDATED DAMAGES

Vendor recognizes the importance of meeting all required due dates and time intervals and agrees to the penalties as stated in Attachment 6: Technical Requirements.

27. PERFORMANCE BOND

The State shall have the right to require Vendor to furnish security bonds to assure faithful performance from the date of execution of an Agreement or order and payment of obligations arising hereunder as specifically required on the date of execution of an order.

28. SOURCE CODE ESCROW

a. Vendor agrees to store during the term of this Agreement at a third party site a copy of the most current source code, and any documentation and written instructions required to interpret said source code, for all Products. Said third party site, source code, documentation and instructions will be affirmed to the State in writing by Vendor within fourteen (14) days of a request of the State. Vendor shall immediately arrange for the surrender of such source code, documentation and instructions to the State if:

1) Vendor becomes insolvent or commits any act of bankruptcy or makes a general assignment for the benefit of creditors;

OR

2) Vendor or its successors or assignees discontinues support of the Products for any reason.

b. Vendor shall arrange so the State shall have the right at any time to contact the so identified third party and shall also arrange so the State's audit personnel shall have full and free access to examine any such source code, documentation and written instructions for the purposes of ascertaining the existence of the source code and related documentation and instructions and for the verification of the continued validity of the instructions from the Vendor to the third party to release the source code, documentation and instructions to the State under the circumstances specified in this section.

c. In no event shall the State use the source code, documentation and written instructions for purposes other than satisfying State needs, nor shall the State sell, convey, or dispose of, with or without consideration, this material to any third parties.

29. GOVERNMENTAL COMPLIANCE

Vendor shall perform this Agreement in compliance with all applicable federal, State, county, and local laws, regulations, Executive Orders, government agency orders or decisions, tariffs and codes, and shall obtain permits and certificates where needed. In the event that such permits or certificates cannot be obtained, or in the event that legislative, regulatory, other legal action or changes in laws invalidate a material term or terms of this Agreement or adversely affect Vendor's ability to perform a material term(s) of this Agreement, Vendor shall attempt to renegotiate a new term or terms as may be required to allow the Agreement to continue.

30. DATE/TIME COMPLIANCE

a. Vendor warrants that each Hardware, Software and Firmware Product or each developed, modified or remediated item of Hardware, Software, Firmware ("item") or each service delivered under this Agreement shall be able to:

- 1) accurately assess, present or process date/time data (including, but not limited to, management, manipulation, processing, comparing, sequencing and other use of date data, including single and multi-century formulae and leap years) before, during and after January 1, 2000.
 - 2) properly exchange date/time data when used in combination with other information technology, provided that other information technology not covered by this Agreement is Year 2000 Compliant;
 - 3) perform as a System, as so stipulated in the Agreement, and the warranty shall apply to those items as a System;
 - 4) where appropriate, respond to two-digit date input in a way that resolves the ambiguity as to century in a disclosed, defined and predetermined manner.
- b. Notwithstanding any provision to the contrary in any warranty or warranties, the remedies available to the State under this Date/Time Compliance Warranty shall include the obligation to repair or replace any Product and/or item whose non-compliance with this Warranty or defect is discovered by Vendor or the State, all at the expense of Vendor. If the State becomes aware thereof it must be made known to Vendor in writing. This Warranty remains in effect through the 365 days following the termination of this Agreement. This provision shall not be construed to extend the Warranty Term of this Agreement, except as services for defects to the System and all Products shall be required under any Maintenance Term.
- c. Nothing in this Warranty shall be construed to limit any rights or remedies the State may otherwise have under this Agreement with respect to defects.
- d. In addition, Vendor warrants that Products or items modified or remediated to achieve Date/Time compliance shall remain unaffected with respect to their functioning or performance except for processing and exchanging date data. Vendor further warrants that Products or items not being modified or remediated directly shall remain unaffected with respect to their normal functioning or performance.

31. TERMINATION

- a. Under the following condition, the State may terminate early and without penalty, and without default on the part of the Vendor, any license or associated service by releasing Vendor from further responsibility to provide the Product. Upon ninety (90) days' written notice to Vendor, the State may terminate any Product license or associated service as of the first day of the period for which sufficient funds to meet its obligations under this Agreement are not appropriated or allocated. The State shall pay any Product or service charges due prior to the non-funded period. If the necessary funding becomes available within ninety (90) days of such termination, the State and Vendor agree to resume said license or associated service, upon such funding becoming available, under the terms applicable to such license or associated service just prior to termination, unless such resumption is mutually declined.
- b. Either party may terminate this Master Agreement or order immediately upon default when such default is not remedied, as set forth in Section 18. DEFAULT.
- c. Termination for failure to perform shall be in addition to all other rights and remedies, including without limitation the right to cover set forth in Section 39. INSURANCE.

- d. Either Party may terminate this Agreement and any or all orders placed hereunder by notice in writing, in the event that the other makes an assignment for the benefit of creditors; or admits in writing inability to pay debts as they mature; or any court appoints trustee or receiver of the other or of any substantial part of the other's assets; or a proceeding is instituted under any provision of the Federal Bankruptcy Act by the other, or against the other and is acquiesced in or is not dismissed within sixty (60) days or results in adjudication in bankruptcy.
- e. It shall be an essential condition of this Agreement that the items agreed to be sold thereunder by Vendor shall be of the quality represented by it. In the event that such goods or any part thereof shall fail to comply with such representations, the State shall have the right to reject such items and Vendor agrees to remedy per provisions of Section 18. DEFAULT up to and including cancellation of this entire Agreement.
- f. Upon termination of this Master Agreement, Vendor shall remove all personnel and equipment from the premises and return all information including, but not limited to, drawings, specifications, manuals, other printed or reproduced material and any other information deemed appropriate by State's authorized representative or their designated Representative.

32. COMMUNICATIONS

- a. Unless notified by the other party in writing all correspondence, notices, and coordination between the parties to this Agreement as to general business matters or the terms and conditions herein shall be directed to:

State of Connecticut
Department of Information Technology
Contracts and Purchasing Division
101 East River Drive, East Hartford, CT 06108-3274

Vendor: Merway Cabling Systems, LLC
300 Avon Street
Stratford, CT 06615

- b. Notices sent by United States mail with postage prepaid shall become effective when received.

33. LIMITATION OF LIABILITY

In no event shall either party be liable for special, indirect or consequential damages except as may otherwise be provided for in this Agreement.

34. NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS

- a. This section is inserted in this Agreement in connection with §4a-60 (a) Connecticut General Statutes, as revised.
- b. For the purposes of this section, "minority business enterprise" means any small Vendor or Vendor of materials fifty-one per cent or more of the capital stock, if any, or assets of

which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in §32-9n Connecticut General Statutes; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

- c. For the purposes of this section, "commission" means the commission on human rights and opportunities.
- d. For the purposes of this section, "public works Agreement" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.
- e. The Vendor agrees and warrants that in the performance of the Agreement such Vendor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Vendor 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. The Vendor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Vendor that such disability prevents performance of the work involved; (2) the Vendor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, to the State that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Vendor agrees to provide each labor union or representative of workers with which such Vendor has a collective bargaining agreement or other Agreement or understanding and each vendor with which such Vendor has a Agreement or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Vendor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Vendor agrees to comply with each provision of this section and §46a-68e and 46a-68f Connecticut General Statutes and with each regulation or relevant order issued by said commission pursuant to §46a-56, 46a-68e and 46a-68f Connecticut General Statutes; (5) the Vendor 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 Vendor as relate to the provisions of this section and §46a-56 Connecticut General Statutes. If the Agreement is a public works Agreement, the Vendor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and Vendors of materials on such public works project.

- f. Determination of the Vendor's good faith efforts shall include but shall not be limited to the following factors: The Vendor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- g. The Vendor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- h. The Vendor shall include the provisions of Subsection b of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a Agreement with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Vendor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with §46a-56 Connecticut General Statutes; provided, if such Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Vendor 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.
- i. The Vendor agrees to comply with the regulations referred to in this section as they exist on the date of this Agreement and as they may be adopted or amended from time to time during the term of this Agreement and any amendments thereto.

35. NONDISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION

- a. This section is inserted in this Agreement in connection with Subsection (a) §4a-60a Connecticut General Statutes, as revised.
- b. The Vendor agrees and warrants that in the performance of the Agreement such Vendor 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 of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Vendor agrees to provide each labor union or representative of workers with which such Vendor has a collective bargaining agreement or other Agreement or understanding and each vendor with which such Vendor has a Agreement or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the Vendor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Vendor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to §46a-56 Connecticut General Statutes; (4) the Vendor 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 Vendor which relate to the provisions of this section and §46a-56 Connecticut General Statutes.
- c. The Vendor 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 Agreement with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Vendor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with §46a-56 Connecticut General Statutes; provided, if such Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Vendor 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.

- d. The Vendor agrees to comply with the regulations referred to in this section as they exist on the date of this Agreement and as they may be adopted or amended from time to time during the term of this and any amendments thereto.

36. EXECUTIVE ORDER NO. THREE

- a. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this 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 this Agreement. The parties to this 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 Agreement performance in regard to nondiscrimination, until the Agreement is completed or terminated prior to completion.
- b. The Vendor agrees, as part consideration hereof, that this Agreement 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.

37. EXECUTIVE ORDER NO. SIXTEEN

This Agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, this Agreement may be canceled, terminated or suspended by the Contracting agency for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. Sixteen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting State shall have jurisdiction in providing its employees a reasonably safe and healthy working environment, free from intimidation, harassment, threats, and /or violent acts.

38. EXECUTIVE ORDER NO. SEVENTEEN

This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this 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 this Agreement. The parties to this 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 openings with the Connecticut State Employment Service.

39. INSURANCE

- a. The Vendor shall, at its own expense, carry Comprehensive General Liability Insurance, (Occurrence Form), including contract liability insurance, with combined single limit of \$1,000,000, and Workers Compensation Insurance, all with respect to work performed by or for the State; and if an automobile is used in the fulfillment of this Agreement, \$1,000,000 combined single limit automobile liability insurance.
- b. The Vendor shall add the State as an additional insured on said liability insurance policies in respect of any work performed on behalf of the State. No such policies shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to the State.
- c. Insurance required hereunder shall be in companies rated B+ or better in "Best's Insurance Guide".
- d. The Vendor shall produce a certificate of insurance showing that the necessary coverage is currently in force, and shall require its subcontractors, if any, entering upon the State premises, to maintain similar insurance and agree to furnish the State, certificates of insurance.
- e. The State explicitly reserves the right to require higher minimum limits of insurance and the Vendor shall, at its own expense, carry these higher minimum limits of insurance, as the State in its sole judgment deems necessary and appropriate.

40. APPROVAL OF AGREEMENT

This Agreement shall become effective upon its approval as to form by the Attorney General of the State of Connecticut.

41. ENTIRETY OF AGREEMENT

This Agreement includes the SIGNATURE PAGE OF AGREEMENT. To the extent the provisions of the previously mentioned RFP, Refinement Documents, Vendor Proposal including all Product Schedules, do not contradict the provisions of Sections 1 through 41 of this Agreement, said documents are incorporated herein by reference and made a part hereof as though fully set forth herein. This Agreement, as thus constituted, contains the complete and exclusive Statement of the terms and conditions agreed to by the parties hereto and shall not be altered, amended, or modified except in writing executed by an authorized representative of each party.

SIGNATURE PAGE OF AGREEMENT

This Agreement is entered into by authority of §4d-2, 4d-5 and §4d-8 Connecticut General Statutes.

VENDOR

BY: 

NAME: Adam Browning

TITLE: Secretary

DATE: March 1, 2005

SEAL

**STATE OF CONNECTICUT
APPROVED:**

BY: _____
Holly Miller-Sullivan, Director
Department of Information Technology
Contracts and Purchasing Division

DATE: _____

BY: _____
Gregg P. Regan
Chief Information Officer
Department of Information Technology
duly authorized

DATE: _____

APPROVED AS TO FORM:

BY: _____
Attorney General of the State of Connecticut

DATE: _____



1 General Overview

1.1 Introduction

The State of Connecticut Department of Information Technology (DOIT) is issuing this request for proposal (RFP) for the purchase, installation, and maintenance of telephone, peripheral, and cabling systems for agencies of the State of Connecticut (State) as well as those independent authorities and municipalities electing to use this contract. This RFP also includes the purchase of refurbished and remanufactured equipment. Vendors may submit proposals for one or all of the above. Any vendor proposing a new telecommunications system shall also propose cabling and maintenance. Any vendor proposing a cabling solution shall also propose its maintenance. The State reserves the right to select one or more cabling and maintenance vendors.

The State intends to award a contract to successful vendors for an initial three (3) year term with the option, at the State's discretion, to extend the contract(s) for two additional one (1) year terms. Vendors are required to extend the pricing and terms of this contract to All State Using Agencies, Municipalities, and Political Subdivisions of the State. Mercury Cabling Systems, LLC has read, understood, and complies. Mercury Cabling Systems, LLC is proud to offer the State of Connecticut its services for cabling and maintenance of the proposed structured cabling systems once installed to ensure performance, reliability and warranty provided.

1.2 Goals and Objectives

The State's goals under this contract are:

- To ensure that telecommunications equipment and services are readily available to the State and its political subdivisions,
- To ensure that the equipment and services are provided in a reliable and efficient manner, thereby enhancing the efficiency of the State's procurement of these products as compared to issuing individual RFPs.
- To utilize statewide purchasing power to ensure that quality equipment is available at the lowest possible cost, achieving price stability as compared to purchasing systems and service through individual RFPs.
- Standardizing systems for use by the State in conjunction with the State's requirements to adhere to technological standards.

Mercury Cabling Systems, LLC has read, understood, and complies.

1.3 Background Information

The State typically purchases telephone systems ranging in size from fewer than ten stations up to systems supporting thousands of stations. The equipment required by the State includes telephone systems and peripheral equipment such as call accounting, voice mail, and paging.

The State cannot guarantee a certain volume of business over the term of the contract award. Approximately thirty to forty telephone systems per year have been installed. Collectively, these systems have consisted of approximately 3000 stations each year, and have represented expenditures of approximately two million dollars. This level of activity could increase, decrease, or remain the same over the term of the contract.

This RFP is intended to cover all system sizes. However, the State may choose to issue independent RFPs when any of the systems offered by the awarded vendor(s) would not fulfill the specific requirements of a particular application in a manner considered to be satisfactory to the State.

The State may determine that it is advantageous to standardize on a particular product or architecture for a single agency, multiple agencies, or on a statewide basis. Appropriate consideration will be given to this in any system selections or contract awards, but within the context of other selection criteria as well, including pricing.

The State shall consider awarding single or multiple contracts to vendors as appropriate.

The maintenance portion of this RFP applies to telephone systems currently owned by the State, as well as to new system installations. Maintenance includes move, add, and change (MAC) work, preventive maintenance, and repair service. Vendors may submit separate proposals for the maintenance of telephone systems only. Mercury Cabling Systems, LLC has read, understood, and complies.

1.4 Responsibility

DOIT has the statutory authority to execute and administer telecommunications equipment procurements and contracts on behalf of the using State agencies. The table in Paragraph 1.5 indicates the agencies that are required to use DOIT contracts, and those that have the option to make telecommunications equipment procurement decisions on their own. (General information about these agencies is available at www.ct.gov on the state's web pages.)

Vendors must agree to all the terms and conditions as set forth in *Attachment #5 – Contract Agreement* unless revised by the State. By signing *Attachment #4 – Vendor Proposal Validation & Authentication Statement*, vendors indicate acceptance of this requirement.

Mercury Cabling Systems, LLC has read, understood, and complies.

1.5 State Agency Listing

The following is the list of State agencies that are statutorily required to utilize DOIT contracts and follow the DOIT administrative processes described in this RFP:

Administrative Services, Department of	Advocacy for Persons with Disabilities, Office of
Agriculture, Department of	Agricultural Experiment Station, The Connecticut
Child Advocate, Office of the	Banking, Department of
Children and Families, Department of	Claims Commissioner, Office of the
Consumer Counsel, Office of	Consumer Protection, Department of
Correction, Department of	Criminal Justice, Division of
Deaf and Hearing Impaired, Commission on the	Economic and Community Development, Department of
Education, Department of	Education and Services for the Blind, Board of
Education Technology, Commission on	Elections Enforcement Commission, State
Employment Security Division, Department of Labor	Environmental Protection, Department of
Environmental Quality, Council on	Ethics Commission, State
Fire Prevention and Control, Commission on	Firearms Permit Examiners, Board of
Freedom of Information Commission	Health Care Access, Office of
Higher Education, Department of	Historical Commission, Connecticut
Human Rights and Opportunities, Commission on	Information Technology, Department of
Insurance, Department of	Judicial Review Council
Judicial Selection Commission	Labor, Department of
Library, Connecticut State	Medical Examiner, Office of the Chief
Mental Health and Addiction Services, Department of	Mental Retardation, Department of
Military Department	Motor Vehicles, Department of
Parole, Board of	Police Officer Standards and Training Council
Policy and Management, Office of	Properties Review Board, State
Psychiatric Security Review Board	Public Health, Department of
Public Safety, Department of	Public Utility Control, Department of
Public Works, Department of	Revenue Services, Department of
Siting Council, Connecticut	Social Services, Department of
Soldiers', Sailors', and Marines' Fund	Special Revenue, Division of
Teachers' Retirement Board	Transportation, Department of
Veterans' Affairs, Department of	Victim Advocate, Office of
Workers' Compensation Commission	Workforce Competitiveness, Office of

The following is the list of State agencies that have purchasing flexibility and are not statutorily required to utilize DOIT contracts and services, and may, or may not, follow the DOIT administrative processes described in this RFP:

Academic Awards, Board for State (Charter Oak College)	African American Affairs Commission (Legislative Branch)
Attorney General, Office of the	Auditors of Public Accounts (Legislative Branch)
Commission on Children (Legislative Branch)	Community College – Asnuntuck
Community College – Capital	Community College – Housatonic
Community College – Gateway	Community College – Manchester
Community College – Middlesex	Community College – Naugatuck Valley
Community College – Northwestern Connecticut	Community College – Norwalk

Community College – Three Rivers	Community College – Quinebaug
Community College – Tunxis	Community College, Board of Trustees
Comptroller, Office of the State	Connecticut Development Authority
Connecticut Innovations, Inc.	Connecticut Lottery Corporation
Connecticut State University, Board of Trustees	Connecticut State University, Central
Connecticut State University, Eastern	Connecticut State University, Southern
Connecticut State University, Western	Governor’s Office
Judicial Branch	Latino and Puerto Rican Affairs, Commission on
Legislative Branch	Lieutenant Governor, Office of the
Probate Court Administration (Judicial Branch)	Public Defender Services Commission (Judicial Branch)
Secretary of the State, Office of	Status of Women, Commission on the
Treasurer, Office of the State	University of Connecticut
University of Connecticut Health Center	

Mercury Cabling Systems, LLC has read, understood, and complies.

2 Contract Administration

The DOIT Contracts and Purchasing Division will serve as the contract administrator. DOIT Contracts and Purchasing Division reserves the right to make changes to the contract before it has been fully executed.

Mercury Cabling Systems, LLC has read, understood, and complies.

2.1 Vendor Information Updates

2.1.1 Vendor Escalation Procedure

The vendor shall provide escalation updates to DOIT Communications Services. The updates should include time intervals, levels of escalation up to Company President/Owner or equivalent level with names, titles, email addresses, pager numbers, work, home, and cellular telephone numbers. DOIT Communications Services will distribute to other units within the agency and to other State agencies.

Mercury Cabling Systems, LLC has read, understood, and complies. Upon award, Mercury Cabling Systems, LLC will submit to the State an escalation list for proper project escalation communication.

2.1.2 Vendor Employee Assignments

The vendor shall notify DOIT Communications Services in writing of any changes in the assignment of personnel to the State account as changes occur, including an updated organizational chart.

Mercury Cabling Systems, LLC has read, understood, and complies.

2.1.3 Vendor Subcontractors

The vendor shall notify DOIT Communications Services in writing of any changes in subcontractors assigned to the State as changes occur. The State reserves the right to reject any subcontractor(s).

Mercury Cabling Systems, LLC has read, understood, and complies.

2.2 Vendor Certification of Most Favored Customer

Every six months, commencing on the sixth month anniversary of contract award, the vendor shall review and have an Officer of the Company certify its compliance with the Most Favored Customer section of the Contract (Attachment 5). The State reserves the right to audit vendor’s certification at any time.

Mercury Cabling Systems, LLC has read, understood, and complies.

2.3 Changes to Contract

All requests for changes to the contract shall be submitted to Director, DOIT Communication Services, with a copy to DOIT Contracts and Purchasing Division. DOIT Communications Services will review the change and, if unwarranted, will notify the vendor. If warranted, DOIT Communications Services will forward to DOIT Contracts and Purchasing Division. DOIT Contracts and Purchasing Division will review and, if approved, correspondence stating such will be sent to the vendor.

Mercury Cabling Systems, LLC has read, understood, and complies.

2.3.1 Pricing Adjustments

Annual price adjustments for labor, materials, and maintenance shall not exceed the sum of the most recent twelve months Consumer Price Index-Urban (CPI-U, US City Average, All Items, Not Seasonally Adjusted) or 5%

whichever is less. The CPI-U may be found at <http://www.bls.gov/cpi/>. The vendor shall submit its proposed adjustment to DOIT Communications Services, with a copy to DOIT Contracts and Purchasing Division, at least ninety (90) days prior to the anniversary date of the agreement. Items added to the contract within the 12-month period preceding the requested effective date should not be included in the CPI-U adjustment. They will be allowed for inclusion in the next CPI-U request. If the vendor has not requested a rate change in twelve months and the annual CPI-U is negative, DOIT shall impose a rate decrease equal to the twelve month negative CPI-U. The vendor shall not charge a higher rate until approved by DOIT via correspondence from CPD.
Mercury Cabling Systems, LLC has read, understood, and complies.

2.3.2 Unit Price List File

Within 10 days after all parties have signed the master agreement, the vendor shall submit an electronic file (MS Excel) containing the complete unit price list (product schedule) of all items in the contract. For each item, the vendor shall include the part number, product description, unit cost, and whether the item is new or refurbished. The State shall work with the vendor in developing the file format, and will approve the final format.
Mercury Cabling Systems, LLC has read, understood, and complies.

2.3.3 Adding/Deleting Items

Over the life of the contract, the State may require items that are not available on the current contract. All requests to add or delete items from the contract shall be submitted to Director, DOIT Communications Services, with a copy to DOIT Contracts and Purchasing Division, along with a complete and updated electronic unit price list. New items shall be identified as such. Items to be deleted shall be left on the list but identified as deleted. Replacement items shall refer to the item they are replacing, and the replaced item shall refer to the item that replaced it. The vendor shall include the date of the request on all new, deleted, or replacement items. Once approved, the date approved will be added by DOIT to the affected items within the file and forwarded to the vendor.
Mercury Cabling Systems, LLC has read, understood, and complies.

2.3.4 Company Changes

The vendor shall submit any changes in the company name, address or contact information to Director, DOIT Communications Services. No assignment may be made to another entity without the prior approval of DOIT Contracts and Procurement Division.
Mercury Cabling Systems, LLC has read, understood, and complies.

2.4 Identification of Alternate Vendor

If the chosen contractor ceases support or is otherwise unavailable to provide support, the manufacturer shall identify, as required in Paragraph 4.12, an alternate vendor that is capable of supporting the State account. The alternate vendor information shall be submitted to Director, DOIT Communications Services.
Mercury Cabling Systems, LLC has read, understood, and complies.

2.5 Tracking Performance

DOIT Communications Services shall track vendor performance, including the use of post project review documentation and service call information, to ensure contract compliance. DOIT Communications Services shall notify DOIT Contracts and Purchasing of recurring vendor performance issues that they are unable to resolve so that proper action (i.e. financial penalties, removal from contract or debarment), may be taken by the State.
Mercury Cabling Systems, LLC has read, understood, and complies.

2.6 State Escalation Procedures

All State performance or vendor performance issues that a vendor or agency is unable to resolve, shall be escalated in writing to the Director, DOIT Communications Services. As required, DOIT Communications Services will meet with involved parties, fully document the issues and assist in resolution.
Mercury Cabling Systems, LLC has read, understood, and complies.

2.7 Dispute Resolution

The State shall work diligently to resolve all issues. DOIT Communications Services shall escalate performance issues that cannot be resolved utilizing the defined mediation procedure to DOIT Contracts and Purchasing for resolution.

The State shall have the right to require the vendor to remove any vendor or subcontractor employee assigned to the State account if, in the opinion of the State, such employee is uncooperative, inept, incompetent, or otherwise unacceptable. The State shall not be penalized in any way, including delays in response/completion times or coverage when a vendor or subcontractor employee is removed from the State account.

The State has the right to terminate the contract with any vendor where continued performance issues have occurred and are deemed irresolvable. The Director, DOIT Communications Services shall escalate all other unresolved issues to the appropriate authority within DOIT.

Mercury Cabling Systems, LLC has read, understood, and complies.

2.8 Penalties

If the vendor fails to perform in accordance with the service levels within this RFP or fails to meet the due dates specified by the State, the State shall be entitled to penalties (see Attachment 5, Master Agreement). The State project manager and/or agency contact shall initiate penalties by documenting the vendor failure to the Director, DOIT Communications Services.

Penalties are as follows:

1. Vendor fails to meet the agreed upon and documented cutover date:
 - The State shall be entitled to ½ percent (.5%) per day of the total project cost for labor, as shown on the State purchase order for the project;
2. Vendor causes the State to incur costs from other contractor(s) due to the vendor's non-performance:
 - The vendor shall reimburse the State for these charges.
3. State incurs costs from other contractor(s) (such as when a "vendor meet", an on-site technical problem resolution session involving two or more vendors) is required and the problem is determined to be the vendor's problem:
 - The vendor shall reimburse the State for contractor charges.
4. In the event that any installed product, that is covered by a maintenance agreement with the vendor, continues to malfunction for a period in excess of forty-eight (48) continuous hours:
 - The vendor shall credit the State a pro-rated portion of the monthly maintenance charge for each succeeding twenty-four (24) hour period until the product is fully operational, in accordance with product specifications. In no event shall the vendor be liable to the State for an amount that exceeds the amount paid to the vendor for annual maintenance.

For all financial penalties, the State shall have the option of how the penalty shall be assessed. In addition to the above penalties, any non-performing vendor is subject to contract termination and/or debarment.

Mercury Cabling Systems, LLC has read, understood and, complies.

3 Orders, Bills, Payments and Reports

The following billing and ordering procedures pertain to agencies required to utilize DOIT contracts. However, this does not restrict other governmental agencies with purchasing flexibility (see Paragraph 1.5) from utilizing these contracts and procedures.

Mercury Cabling Systems, LLC has read, understood, and complies.

3.1 Ordering Process

All new systems, change orders, cabling, MAC, repair work, and refurbished/remanufactured equipment for agencies, will be ordered through DOIT Telecommunications. Agencies will submit a request to DOIT Telecommunications and DOIT Telecommunications will issue an order to the vendor. The vendor shall perform no work without a State purchase order.

Mercury Cabling Systems, LLC has read, understood, and complies.

3.1.1 New System Change Orders

Any required change order will be submitted to the State project manager for approval. The State project manager reviews and submits change orders to DOIT Telecommunications for order issuance. All State approved change orders shall contain pre-acceptance pricing.

Mercury Cabling Systems, LLC has read, understood, and complies.

3.2 Billing

Mandatory Requirement

The correct and timely billing of services/equipment used by the State is of the utmost importance. Incorrect or untimely billing affects State agencies' existing budgets, spending, allocation of funds and fiscal year planning. The vendor shall provide all invoices for the completion of a project, phase of a project, work completed as ordered on a telephone service request, or billable completed repair work within 90 calendar days.

Mercury Cabling Systems, LLC has read, understood, and complies.

3.2.1 Billing Formats

The vendor shall describe its capability to provide electronic billing. The vendor shall describe the State's options including format, cycles, media, and web based billing.

Mercury Cabling Systems, LLC offers our customers the opportunity to receive their invoices via email as an Adobe .pdf attachment, via fax, and/or via U.S. Postal Mail. Invoices will be sent out either at completion of a project or monthly depending upon what is agreed between Mercury and the State of Connecticut.

3.3 Payments

The State will process for payment any telecommunication equipment/services received as a result of a DOIT order. All applicable charges submitted for payment must be no greater than the vendor's contract rates in effect during the period of this agreement. The vendor shall not increase contract rates during the term of this agreement unless otherwise authorized by DOIT.

In accordance with §4a-71 through 4a-74 Connecticut General Statutes, the State shall mail a payment check "...within forty-five days of receipt of a properly completed claim or receipt of goods and services, whichever is later". In the case where vendor invoices show discrepancies in contract rates, corrections of defects in equipment, or the vendor not adhering to the project implementation schedule, payment will not be made until discrepancies are corrected.

Mercury Cabling Systems, LLC has read, understood, and complies.

3.4 Vendor Discounts

Over the term of this contract, the State may use a vendor for a very significant amount of business. The State is not, however, in a position to commit on an up-front basis to a specific volume of business. Due to large telecommunications expenditures, the State should receive the benefit of volume discounts typically offered by vendors to other organizations that are in a position to make such commitments.

This section describes a fair method by which the State can accept any volume discounts voluntarily offered by vendors, so that those vendors are able to reward the State for said volume of business.

Vendors offering volume discounts may do so under the following process. During the contract, the volume of business shall accumulate beginning on the date of the commencement of the contract and reset on an annual basis.

The volume of business reverts back to zero on the anniversary date(s) of the commencement of the contract.

The discounts shall be applied against qualifying purchases where an order is issued through DOIT and by organizations eligible to use this contract that supply DOIT a copy of their purchase order. The volume of business shall be determined by the date and dollar commitment shown on purchase orders within a contract year.

Discounts shall be applied to eligible orders after a dollar threshold has been reached. If a dollar threshold is reached on a particular order, the portion of that order exceeding the volume threshold shall be eligible for the volume discount. Discounts shall not be applied retroactively to the beginning of a contract year.

On individual projects, prior to reaching any discount threshold, vendors may choose to offer pricing that is less than their contract pricing. These voluntary price reductions cannot be applied to future discount obligations based on the thresholds.

The vendor shall indicate whether discounts are being proposed for the volumes of business shown in the table below with a Y (yes) or N (no). The vendor shall not include the discount percentage in this table. The vendor shall provide the actual discount percentages on the *Discounts* pricing page in Attachment 11b.

Volume of Business (Total of All Categories)	Discount Given (Y / N)							
	Equipment, Cabling & Software				Labor			
	* New Systems	System Upgrade & Expansion	MAC	Repair	New System	System Upgrade & Expansion	MAC	Repair
\$250,000 to \$499,999	N	N	N	N	N	N	N	N
\$500,000 to \$749,999	N	N	N	N	N	N	N	N
\$750,000 to \$999,999	N	N	N	N	N	N	N	N
\$250,000 increments above \$999,999	N	N	N	N	N	N	N	N

* including change orders

If other discount schedules are preferred or additional discounts are available, the vendor shall provide complete details (similar to what is described in this section) on how these would work and be tracked. Many multi-location agencies have standardized on certain products on a statewide basis. A vendor may wish to offer these agencies discounts for this product commitment. Include the proposed discount on the *Discounts* page in Attachment 11b. Mercury Cabling Systems, LLC has read, understood, and complies. A discount has already been taken into consideration for all of our customers and therefore, our discounted price is our everyday price.

3.4.1 Tracking Discounts

The vendor shall be responsible for tracking the total accumulated business (i.e. new installations, expansions, MAC work, repair work) to determine when discount levels apply. This shall include all qualifying purchases where an order is issued through DOIT and by organizations eligible to use this contract.

The vendor shall supply a monthly detail report to DOIT Telecommunications and DOIT Communications Services identifying, for each qualified order issued, the order number, order date, total order amount, dollar amount the discount was applied to, and the discount given by the vendor. This report, although required monthly, shall be available within five (5) business days to the State upon request.

The vendor shall describe any means that it has to post volume of business and discount thresholds attained on a secure password protected web site as they are achieved. This would provide an alternative to the monthly report in order to provide entities utilizing this contract a secure means to view this information. The vendor shall describe any other alternatives that would accomplish the same purpose.

The vendor's tracking will be compared to the State's own tracking so that any discrepancies can be reconciled on an on-going basis.

Mercury Cabling Systems, LLC has read, understood, and complies.

3.5 Payment Schedules

Payment schedules, as described below, may be changed for small installations or for accelerated projects, where the installation is completed in a short time frame. Payment schedules may also be modified for projects with multiple phase installations. These arrangements will be made only upon mutual agreement between the vendor and the State project manager. If any of the progress payments are combined for invoicing purposes, they must be listed individually on the invoice.

Progress payments will be invoiced to DOIT Telecommunications, and will be accompanied by a completed project progress report with sign-off of the vendor representative, the agency representative, and the DOIT project manager. Mercury Cabling Systems, LLC has read, understood, and complies.

3.5.1 Telephone Systems Payments

Generally, progress payments covering new telecommunications systems installations and change order addendum(s), where the same vendor is performing cabling, shall be made by DOIT according to the following schedule:

Activity	% Payment of Total Order
Completion of Cable installation	25%
Delivery of system and all terminal equipment	25%
Successful system cutover	25%
System acceptance	25%

Mercury Cabling Systems, LLC has read, understood, and complies.

3.5.2 Cabling Systems Payments

When cabling is handled as a separate project, the progress payments including change order addendum(s), shall be made by DOIT according to the following schedule:

Activity	% Payment of Total Order
Delivery of materials & 10% of cabling completed	25%
50% of cabling completed	25%
Completion of installation	25%
System certification, documentation & acceptance	25%

Mercury Cabling Systems, LLC has read, understood, and complies.

3.5.3 Payments for Maintenance Work

Payments for maintenance (MAC and repair work) will be processed by DOIT once the order is complete, and an accurate invoice accompanied by the work order sign-off has been received by DOIT. The sign-off procedure is described in Paragraph 8.14 of this document.

Mercury Cabling Systems, LLC has read, understood, and complies.

3.6 Unacceptable Charges

The vendor shall not bill the State for local, state, or federal taxes, nor for items and services that are not on contract. Mercury Cabling Systems, LLC has read, understood, and complies.

3.6.1 Travel Time

Mandatory Requirement

The Vendor shall not charge the State, as a separate line item, for its travel time to a project site. The State shall not accept such a charge.

Mercury Cabling Systems, LLC has read, understood, and complies.

3.6.2 Multiple Charges

The State will deny payment of a bill in certain instances, such as for multiple billing for recurring problems, unqualified technician time, non-availability of parts with initial service call, and other various reasons. The State will not pay for charges that the agency contact does not approve.

Mercury Cabling Systems, LLC has read, understood, and complies.

3.6.2.1 Multiple Minimum Labor Charges

The State will not accept multiple minimum labor charges if a vendor completes two (2) or more State orders for one State location in one visit. If an order takes more than one visit to complete, the State shall not pay for more than one minimum labor charge.

Mercury Cabling Systems, LLC has read, understood, and complies.

3.7 Overtime Charges

All work to be performed after normal business hours must be authorized by the State prior to the work being performed. This includes move, add, and change (MAC) work, remote maintenance and programming, and repair work.

MAC work shall be scheduled during normal business hours unless after-hours work is requested by the State on the telephone service request.

The State shall not pay for overtime charges unless authorized by the State prior to the work being performed.

Mercury Cabling Systems, LLC has read, understood, and complies.

3.8 Shipping Charges

The State will accept shipping charges for items shipped to the State only when the State, on a specific order, requests an item(s) to be shipped. The vendor shall submit a copy of the shipping document attached to the invoice. The State shall not accept any charges from the vendor for shipping when installation labor is also charged.

Mercury Cabling Systems, LLC has read, understood, and complies.

3.9 Pricing Changes

The vendor shall not charge the State a higher than contracted price for any item on the contract. The vendor shall guarantee its pricing for a minimum of one year. Annual price increases for labor, materials, and maintenance shall not exceed the Consumer Price Index-Urban (CPI-U) or 5% whichever is less.

Mercury Cabling Systems, LLC has read, understood, and complies.

4 Vendor Information

4.1 Vendor Organization

The vendor shall provide a description of its organization and all proposed subcontractors' organizations including: organization name, address, telephone number, number of years in business, number of years supporting proposed products/services, and a functional organizational chart naming key personnel and numbers of other personnel employed by function.

Mercury Cabling Systems, LLC has read, understood, and complies. Mercury Cabling Systems, LLC performs all of it's own work. Please see attachment 15 for full organizational details.

4.1.1 Minority and Small Business Set-Aside Program

The State shall award additional points, in the evaluation of the vendor proposals, to a vendor that is currently certified by the Department of Administrative Services (DAS) as a set-aside vendor and to vendors who will commit to utilizing certified set-aside vendors as subcontractors for State projects (see <http://www.das.state.ct.us/Purchase/SetAside/default.asp>).

To qualify for the additional points, the vendor shall indicate, in its response to this paragraph, that a current copy of its certification and that of its subcontractor(s) is included with the RFP response, and shall enclose the certification copies with the RFP response. Commencing 90 days from the contract award date, vendors shall provide reports every 3 months that show the status of these certifications and the dollar volume of business that each set-aside subcontractor has performed.

Mercury Cabling Systems, LLC has read, understood, and complies. Mercury Cabling Systems, LLC is a Small Business Set-Aside, please see attachment 7 for a copy of our certificate.

4.2 Firm's Financial Viability

A vendor shall provide evidence to establish the firm's financial viability. The firm's most recent audited annual financial statement in accordance with the generally accepted accounting principles and/or annual report shall be supplied.

Mercury Cabling Systems, LLC has read, understood, and complies.

4.3 Vendor Credentials

The vendors submitting proposals to install or maintain telephone and peripheral systems shall be companies that have installed and serviced telecommunications systems within the State of Connecticut and have an existing level of business activity sufficient to sustain operations in the State on a full time basis.

The vendors submitting proposals for cabling solutions shall be companies that have installed and maintained cabling systems within the State of Connecticut and have an existing level of business activity sufficient to sustain operations in the State on a full time basis. Vendors shall have telecommunications and/or cabling systems installed and operating at existing customer sites that are comparable in size and type to those proposed.

Vendors submitting proposals to install or maintain telephone systems shall be manufacturer authorized agents to sell and/or to support the systems offered in its proposal.

Vendors proposing cabling solutions shall employ and use technicians, and/or subcontractors that hold Connecticut State Board of Electrical Examiners license T2 or higher.

The vendor shall fully describe and provide documentation as to how it meets the above requirements for the solution(s) it proposes.

Mercury Cabling Systems, LLC has read, understood, and complies. Mercury Cabling Systems, LLC has been serving Connecticut companies for over 27 years. We have serviced and maintained accounts such as Sikorsky Aircraft, Saint Vincent's Hospital and Connecticut State University Systems, with their Voice and Data Cabling and Code Blue Emergency Telephone throughout their several campuses. Mercury Cabling Systems, LLC will not use sub-contractors but their own trained licensed staff to install and maintain any cabling systems required by the state. In addition, our on staff RCDD also hold a State Telecommunications Layout Technicians license allowing Mercury Cabling Systems, LLC to provide a worry free design solution to your most unique cabling requirements. . Please see attachment 15 for a list of our technicians and their Connecticut State License numbers, as well as, employee profiles/resumes.

4.4 Vendor's Staff Qualifications and Experience Summary

The State requires that vendors use experienced trained technicians, certified by the system or cable manufacturer, to perform installations, moves, adds, and change (MAC) work, and to respond to service calls, and that a sufficient number of qualified technicians are employed by the vendor to provide quality service to the State on an on-going basis. The State expects vendors will utilize technicians that become familiar with customer sites to avoid unnecessary delays in performing repair or MAC work. The vendor shall describe how it will comply with the above requirements.

The vendor shall describe the technical qualifications of its organization and all proposed sub-contractors' organizations. The vendor shall detail the makeup of its installation and maintenance department(s) that will be supporting the State account for the products/services proposed in this RFP. For each system proposed, the vendor shall list in the table below the number of manufacturer-trained and certified technicians and engineers. (System types listed in the table are described in section 7.3.1)

Employee	System I:	System II:	System III:	System IV:
Full time installers	25	25	25	25
Part time installers				
Full time repair technicians	25	25	25	25
Part time repair technicians				
Engineering Support Staff	2			2

The vendor shall list the number of cabling technicians and engineers:

Employee	Quantity
Total Licensed by Connecticut Board of Electrical Examiners -- T2 or higher	12
BICSI - RCDD Certified (Building Industry Consulting Services, Inc. -- Registered Communication Distribution Designer)	2

The vendor shall describe the availability of high-level technical support staff for trouble-shooting complex problems. Explain the level at which the support is obtained from the manufacturer to resolve such problems. Mercury Cabling Systems, LLC has read, understood, and complies. Mercury Cabling Systems, LLC recognizes each individual project has it's unique restrictions, and complications. Mercury's staff of trained technicians and RCDD will analyze any problem, research existing standards to define limitations will consult with the component

manufacturer to assure compliance and acceptance into any warranty program, with the recommended solution presented to the State.

4.5 Vendor Employee Resumes

Resumes of individuals who will be assigned to the State of Connecticut shall be provided in the vendor proposal. Resumes shall include all training and product certifications. The vendor shall notify the State of any changes to these assignments.

Vendor must ensure that employees are eligible to work in the United States. The vendor must maintain I-9 forms on all employees and subcontractors that will be working onsite in State agencies. The State reserves the right to audit the eligibility files at any time.

Mercury Cabling Systems, LLC has read, understood, and complies. Please see attachment 15 for individual employee profiles/resumes.

4.6 Subcontractors

The contracted vendor shall be totally responsible for the entire performance of the contract whether or not subcontractors are used. If the vendor proposes to use subcontractors, the vendor must identify in its proposal all subcontractors and include:

- Name of subcontractor,
- Address of the subcontractor,
- Type of services the subcontractor will be providing,
- Percentage of services the subcontractor will be providing.

The vendor shall submit the above information for any new subcontractors used during the life of the contract, to the Director of DOIT Communications Services. The State reserves the right to reject any subcontractor(s).

The vendor shall describe how it and all proposed subcontractors maintain an ongoing training program to keep technicians up to date with product and cabling systems evolution.

Mercury Cabling Systems, LLC has read, understood, and complies. Mercury Cabling Systems, LLC will not be using subcontractors for any of the cabling installation and or maintenance work as a part of this bid submittal. Mercury performs its own work for quality assurance.

4.7 Vendor References and Contacts

4.7.1 References (Other than State Agencies)

For all references, other than State agency references, the vendor shall provide the customer's name, address, phone number, system name and size, and the customer contact that DOIT may call to discuss its experience with the vendor and proposed subcontractors for the following:

- The vendor proposing telephone systems and/or maintenance shall list at least three present customers, preferably Connecticut customers, for each system proposed that was installed and is maintained by its company's local service branch.
- The vendor proposing cabling solutions shall list at least three customers, preferably Connecticut customers, for which it has completed major cabling projects (at least 200-cabled stations per project) during the past three (3) years.
- The vendor proposing refurbished equipment shall list at least three present customers, preferably Connecticut, that do business with its company on an on-going basis.

In addition to the vendor provided references, the State reserves the right to contact other known customers of the vendor.

The State may also require visits to customer sites to inspect work performed in completing system installations. The vendor shall describe its capability to comply with this requirement.

Mercury Cabling Systems, LLC has read, understood, and complies. Please see attachment 15 for references.

4.7.2 State Agency References

For vendors that have done business with the State, DOIT may contact agency representatives for information regarding the vendor's performance and service.

Mercury Cabling Systems, LLC has read, understood, and complies. Please see attachment 15 for references.

4.8 Customer Base of Proposed Product(s)

The vendor proposing to install and/or maintain telephone and mandatory peripheral systems shall detail, in the following table, the make-up of its customer base within the boundaries of the State of Connecticut for the product(s) proposed. (System sizes listed in the table are described in section 7.3.1)

System Type	System Size	Manufacturer	System Name and Model	Qty. of Systems	Qty. of Customers	
Telephone Systems	I (12x24)					
	II (24x120)					
	III (64x320)					
	IV (120x800)					
Call Accounting Systems	I (12x24)					
	II (24x120)					
	III (64x320)					
	IV (120x800)					
Cable Management Systems	I (12x24)					
	II (24x120)					
	III (64x320)					
	IV (120x800)					
Voice Processing Systems	I (12x24)					
	II (24x120)					
	III (64x320)					
	IV (120x800)					

The vendor proposing to provide cabling solutions shall complete the following table with the make-up of its customer base within the boundaries of the State of Connecticut:

Cable Project Size	Qty. of Projects	Qty. of Customers
I (24 stations)	Thousands	800+
II (120 stations)	Thousands	200+
III (320 stations)	Hundreds	200+
IV (800 stations)	Dozens	100+

Mercury Cabling Systems, LLC has read, understood, and complies.

4.14 Cabling Warranties

The vendor shall propose a minimum 12-year warranty for new cabling installed either as part of a new system installation or installed anytime after cutover. The vendor shall explain how the cable is tracked for warranty purposes.

Mercury Cabling Systems, LLC has read, understood, and complies. Mercury labels all cables with date and time of installation for warranty purposes. Mercury maintains some of the most distinguished and most respectable certifications available in the cabling market today. We can provide the State with a variety of solutions all with 12-year warranty or more depending on specific application requirements and components selected for the cabling project. Prior to completion of the initial cabling installation, Mercury will notify the manufacturer regarding the pending submittal of warranty information to be reviewed for warranty, and which time Mercury will confirm all documents required for proper filing. Upon final completion, all test results, bills of material detailing components and cables used, along with As-Built (if required) will be submitted to the manufacturer for warranty. Adds, Moves and Changes occur during the life of the project.

4.15 Extended Warranties

The vendor shall fully describe any extended warranties proposed for new, refurbished, and remanufactured equipment as well as for cabling. If the vendor proposes a warranty period longer than 12 months for equipment and longer than 12 years for cabling, all terms and conditions applicable to minimum warranties shall apply to all extended warranties under the terms and conditions of this RFP.

Mercury Cabling Systems, LLC has read, understood, and complies. Mercury warranties installation and labor for 20 years.

4.16 Additional Warranties

In addition to the warranties identified above, the vendor shall describe any other warranties proposed for new, refurbished, and remanufactured equipment as well as for cabling.

Mercury Cabling Systems, LLC has read, understood, and complies.

4.17 Support of State Provided Products

Mandatory Requirement

The vendor shall support products and items supplied by the State for which it is qualified and contracted to provide support. This may entail support of in-place systems, redeployment of existing systems, cabling installed by another vendor, and/or the State's use of refurbished equipment. This section does not apply to vendors proposing only refurbished/remanufactured equipment.

Mercury Cabling Systems, LLC has read, understood, and complies.

4.18 Vendor/Manufacturer Support to the State

The State may require periodic meetings to be held with the vendors and manufacturers to assess installations, customer service/support, technical/engineering support, product updates, miscellaneous issues, and the overall direction of the company as it relates to the State. The vendor shall agree that all personnel interacting with the State shall be familiar with the requirements of this RFP document in order to ensure that all requirements specified in this RFP are understood. The Vendor shall describe how it will comply with this requirement over the term of this contract, including periodic updates for new staff. The State will assist the vendor, on an on-going basis, in any meetings with the vendor's staff to review the terms of the RFP and associated agreements.

Mercury Cabling Systems, LLC has read, understood, and complies.

4.19 Vendor Interaction

Vendors will interact on a cooperative basis with other contractors chosen by the State. For instance, one vendor may be chosen to perform cabling work while another vendor might provide and install equipment. These organizations must share information, troubleshoot together, and generally interact in a manner that is beneficial to the State. The vendor should describe its past experiences performing in a multiple vendor environment. Mercury Cabling Systems, LLC has read, understood, and complies. Mercury has performed many projects with other telecommunications vendors, electrical contractors, and general contractors both union and non-union, as well as, directly with architects, end users and manufacturers to benefit our customers.

4.20 New Technology

DOIT must ensure that the technologies that it selects will position it for the future, and that it does not implement technologies that could be obsolete in the near term. The vendor shall keep the State fully apprised of its product improvements (hardware/software) and of the expected and actual availability, implementation, and cost of new technologies by the vendor. The State encourages vendors to periodically review technologies being utilized and recommend new alternatives where appropriate.

Mercury Cabling Systems, LLC has read, understood, and complies.

4.21 Vendor Product Demonstrations

Hands-on demonstrations shall be available during the term of this contract, as needed by the State, at a time convenient to both the State and the vendor, for all telephone systems and products offered to the State. These demonstrations shall be performed at locations that are convenient to the State.

The State may also require visits to the vendor's other customer sites for the purpose of checking the quality of work performed at completed telecommunications and cabling system installations. This might include discussing the project implementation with that customer contact, as well as an inspection of telecommunications closets.

The vendor shall describe its capability to comply with the above requirements.

Mercury Cabling Systems, LLC has read, understood, and complies. We will be happy to request a meeting with any of our customers to speak with representatives from the State of Connecticut with regard to our work. Many of our customers are willing to invite potential customers to their facility to view our work and discuss their experience with Mercury. Mercury Cabling Systems, LLC would appreciate the opportunity to present any one of these customers to the State as our reference.

5 Project Implementation

5.1 State Project Management

State project managers shall be responsible for planning and managing all new system installations, major system expansions or upgrades, and major cabling projects. Each agency in the State has an assigned representative from DOIT Communications Services who serves as the State's project manager. In some instances, the DOIT representative may serve the role of consultant to an agency representative, who in turn serves as State project manager. In either case, the DOIT project manager has approval authority over the project plan, system acceptance, and project payments.

The State shall provide the awarded vendors a copy of the DOIT project management team agency assignments. The vendor shall be responsible for maintaining communications with the appropriate DOIT representative regarding any projects. This shall include copies of correspondence, project pricing, and any documentation of issues.

State project managers will coordinate planning and project work with the Department of Public Works, agency or contracted engineers and architects, construction project managers, cabling vendors, equipment vendors, network carriers, and agency voice and data contacts. Duties and responsibilities of State project managers include:

- Determining agency voice/data network and equipment requirements;
- Developing system specifications;
- Developing and communicating an implementation plan;
- Coordinating the placement of orders for equipment, network, special circuits (radio, alarm security, etc.) as determined by specifications;
- Coordinating installation of telephone and data equipment;
- Monitoring the vendor's activity throughout the system installation period to ensure conformance to industry standards and contract requirements;

- Coordinating training;
- Managing the cutover to the new system;
- Overseeing acceptance testing;
- Performing the final inspection;
- Certifying the acceptance of the system;
- Chairing post-acceptance project review meetings to discuss and document the effectiveness of the project and all participants.

The State project manager shall monitor the vendor's performance to ensure that vendor personnel are performing at the appropriate skill levels as specified in this document.

Mercury Cabling Systems, LLC has read, understood, and complies.

5.2 *Product Selection Process*

Some State agencies have standardized on a specific manufacturer's product line. In most of these cases, only contracted vendor(s) offering the standard product line will be provided system specifications for project pricing. If no standard exists or if the agency wants to consider other products, then the State project manager may request pricing from any or all contracted vendors, depending on the requirements.

The State reserves the right to select any contracted vendor's telephone system, peripheral system or cabling solution. The selection may be based on pricing or it may be based on other factors such as specific features or functionality. During the life of the contract, the State will request that vendors submit pricing for projects (telecommunications, cabling, and/or other systems) where vendors will be given the opportunity to provide one "best price" utilizing their contract pricing. Any items included in the vendor's pricing shall be equal to or lower than the contract unit pricing, but never higher. There is no obligation for the vendor to provide pricing that is lower than the contract pricing, but some vendors have done this in the past on their own initiative. The State will not request discounts. There will not be a second opportunity for pricing, except for unusual circumstances, as determined by the State such as a lengthy delay in the project or a significant change in agency requirements. If there is a second opportunity for pricing, all vendors participating will be afforded the same opportunity to make the appropriate changes.

Mercury Cabling Systems, LLC has read, understood, and complies.

5.3 *Vendor Responsibilities*

Mandatory Requirement

The vendor shall be responsible for performing thorough surveys for any facilities (building spaces) that require telecommunications services. This includes a network assessment of the existing LAN/WAN for IP-based systems, the type of wiring, conduit, coring requirements, pathways, rooms, cable support systems, and all other factors pertinent to the project. The vendor shall be responsible for providing all systems engineering, design work, equipment, materials, software, fabrication, testing, supervisory personnel and any labor required to ensure full and proper operations. Any materials or labor not specifically mentioned in the vendor-provided pricing or not identified by the vendor as a result of the survey, yet required to meet the State's specified requirements, shall be provided at the vendor's cost. Additional material and labor, not part of the original State specifications but later required by the State due to new or changed requirements, shall be provided by the vendor at the contract unit price.

Any vendors providing systems utilizing the LAN or WAN infrastructure shall conduct a thorough network assessment prior to deployment of any systems. This shall be accomplished at no cost to the State. The scope of the assessment shall include all existing devices, cabling, operating systems, and any other potential voice or data service-affecting components. The assessment shall be conducted for 24 hours/day over a seven-day period with the network carrying simulated VoIP traffic representative of the proposed system and shall assess:

- Power over Ethernet requirements
- VLANs
- Existence of any shared hubs
- Network interfaces and speeds
- Average and peak bandwidth utilization
- LAN switch backplane utilization
- Memory utilization and buffer errors
- CPU utilization

- Dropped packets and interface errors
- Delay
- Jitter
- Codec options, including bandwidth and voice quality impact of each option for the proposed traffic

This network assessment shall result in a written report by the vendor to the DOIT project manager detailing the review of the factors listed above as well as:

- The suitability of the existing data network and all components to implement QoS
- The ability of the network to carry the expected volume of VoIP traffic in its existing configuration
- The result of tests of call quality during traffic simulation
- Recommendations for any network modifications or component upgrades
- A full description of all metrics involved with the assessment, illustrating the available capacity of the network and all devices to handle estimated future traffic

The vendor shall provide details of how these requirements will be met, including detailed descriptions of the tools that will be used to accomplish the assessments.

The vendor shall seek approval from the State project manager prior to commencement of any site work. The cutover and selected installation date shall be scheduled by the State. The State will not be responsible for vendor overtime costs unless requested and agreed to by the State, in writing, prior to the commencement of work. The vendor shall have no duty or obligation to make any structural alterations to the premises to install the systems. The vendor's work shall be performed in a professional manner so as to provide minimal interference with the State's operations at the premises. The State agrees to allow access to the premises, as shall reasonably be required for the purpose of installing the system. The State shall permit use of, to the extent available to the State, elevator service, heat, light, sanitary facilities, and electrical power.

Mercury Cabling Systems, LLC will provide a site assessment upon request of the State's Project Manager in relation to the structured cabling infrastructure. All Pathways and Spaces will be inspected to ensure the minimum requirements are met to provide adequate termination space for both components and active equipment. Any issues resulting from these site assessments will be brought to the State Project Manager's attention.

Our in-house RCDD and designer will make themselves available for any design issues as it relates to the proposed structured cabling project(s). All work performed by Mercury Cabling Systems, LLC is performed in a neat and professional manner.

5.3.1 Vendor Project Management

At the beginning of any project, the vendor shall assign an individual as the vendor's project manager. This person will be responsible for managing the vendor's resources for the total installation or major upgrade of a telecommunications system or a major cabling project including all employees and sub-contractors. It is expected that this person will allocate sufficient time and will be on-site as needed to assure timely and effective implementation. The vendor shall also assign members of its staff to be responsible for installation supervision and customer service.

Prior to the start of a project, the vendor shall provide a detailed implementation schedule for the installation of the telecommunications system. During the installation process, the vendor shall meet with the State project manager and agency personnel to review progress of the installation. This shall be done on an as-needed basis, as determined by the State project manager. The vendor shall be responsible for managing all phases of the installation including user surveys, training, documentation, and all other telephone and cabling related work. The vendor project manager shall be responsible for coordinating activities with other contractors during the installation and cutover period, and for resolving problems as they occur.

In the event a subcontractor is used for any phase of the installation, the State will look to the vendor (prime contractor) for all solutions.

Mercury Cabling Systems, LLC has read, understood, and complies.

5.3.3 Manufacturer's Directions/Specifications

Mandatory Requirement

The vendor shall ensure that the materials, products, processes, and equipment be installed or applied in strict accord with manufacturer's directions, specifications, or instructions.

Mercury Cabling Systems, LLC has read, understood, and complies.

5.3.4 Factory Testing

Mandatory Requirement

The vendor's products shall be satisfactorily factory tested prior to delivery to the premises. Upon request, the State project manager shall be provided a description of the tests, have the right to be present at the tests, and to receive a copy of the results of the tests. There may be unannounced field-testing performed by the State.

Mercury Cabling Systems, LLC has read, understood, and complies.

5.3.5 New Equipment

Mandatory Requirement

The equipment provided by the vendor to the State shall be new, unless requested in writing by the State to be reconditioned, remanufactured, or refurbished (see requirements under Refurbished/Remanufactured Equipment, Section 9 of this RFP).

Mercury Cabling Systems, LLC has read, understood, and complies.

5.3.6 Delivery and Storage

The vendor shall deliver the ordered systems(s) to the agency installation site not later than the date specified by the State project manager. The State shall provide a securable storage area or areas on the premises. The vendor shall be responsible for securing such area(s) and for supervising access to such areas until the installation is complete and the entire system has been tested and accepted.

The vendor shall be responsible for coordinating the delivery and the receipt of the equipment at the agency location. The vendor shall ship only when an individual has been designated to receive the items and the agency location is accessible for the delivery and receipt.

The vendor shall describe how it will meet the requirements of this section.

Mercury Cabling Systems, LLC has read, understood, and complies.

Prior to release of material from our warehouse or a distributor's warehouse, The Mercury Group will advise the State Project Manager of our intent to release the material for delivery. Upon notification, we will request a secure area for delivery and ensure our on-site foreman is available to receive, inspect and inventory the shipment.

The Mercury Group will then notify the State of the material on-site and proceed to lock the secure area until the material is utilized.

We request that access to the locked material storage facility (room) be limited to Mercury's on-site foreman and the State's designated Project Manager, if required. This will allow an accurate inventory of material for the duration of the project.

5.4 Site Requirements

5.4.1 System Space Requirements

The State project manager will review the system space requirements with the vendor and designate the location of the MDF and IDF rooms.

The vendor shall submit to the State project manager an equipment floor plan layout for the MDF and IDF rooms by a date designed by the State project manager. The vendor will not proceed until the State project manager approves the proposed layout.

Mercury Cabling Systems, LLC has read, understood, and complies.

5.4.2 Environmental Requirements

Mandatory Requirement

The vendor shall provide the environmental and power specifications to accommodate the new telecommunications system. These must be in addition to product brochures and cover the entire installation of the system including peripheral equipment and devices. The specifications shall be submitted to the State project manager by a date designated by the State project manager. The State will provide the commercial power, air conditioning, heating,

humidifying/dehumidifying, fire and water protection, lighting and security devices, equipment and systems In accordance with the documented requirements. If detailed specifications are not submitted to the State project manager in the required time frame, all subsequent work needed to comply with the environmental requirements of the vendor's telecommunication systems will be billed to the vendor.

Mercury Cabling Systems, LLC has read, understood, and complies.

5.4.3 Other Site Requirements

The vendor shall provide the State project manager any other site requirements that are essential to complete the installation, including any construction or LAN/WAN requirements for IP systems, that are the responsibility of the State, by a date designated by the State project manager.

Mercury Cabling Systems, LLC has read, understood, and complies.

5.4.4 Code/Regulation Compliance

Mandatory Requirement

The vendor shall perform all work in full compliance with local, state, and federal health and safety regulations. All work shall be performed in a safe manner. The vendor shall immediately correct any dangerous condition caused by or resulting from its work. If the vendor fails to correct, or to act diligently to correct any condition which the State reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of the vendor, the State, may, but shall not be required to correct same at vendor's expense.

Mercury Cabling Systems, LLC has read, understood, and complies.

5.4.5 Special Site Conditions

State employees may occupy the premises during the course of systems installation. It shall be the responsibility of the vendor to provide continued access to State buildings and grounds for the staff and public of the State in order for services to continue unabated.

Construction shall be monitored so that vehicles and other equipment connected with the construction and the companies and employees involved, do not block pedestrian and automobile access. Parking of vendor's and subcontractor's employees' vehicles shall be the responsibility of the vehicle owner and done at the risk of the vehicle's owner. The vendor shall control the use and parking of trucks and workers' vehicles to prevent unnecessary congestion. Parking shall be limited to areas designated by the State of Connecticut other than temporary parking for deliveries, removals and installations. The vendors shall enforce these requirements for both its own and subcontractor's workers' vehicles.

The vendor and each subcontractor shall furnish, install, operate, and remove material hoists, cranes, and other hoisting apparatus as required for the performance of its work.

The vendor shall diligently and continuously carry out the work, and shall require the same of all subcontractors. The vendor shall use construction techniques that will tend to minimize detrimental environmental impact. The vendor accepts the responsibility to maintain the aesthetics of the State's premises throughout all phases of installation.

Mercury Cabling Systems, LLC has read, understood, and complies.

5.4.6 Damage at Worksite

Mandatory Requirement

No floors, walls, ceilings, or structural members of the existing finished work shall be drilled, cut, or in any way defaced without the State's prior consultation and approval. Any addition, removal or change of any buried cable, conduit, manholes or other facilities affecting the appearance or structure of the grounds or buildings shall be restored to its original condition, including the re-sodding of grounds. The vendor shall be held strictly responsible for, and shall make good at its own expense any and all damage resulting from the delivery and/or installation of its products.

The vendor shall at all times keep the premises and the buildings free from accumulation of its waste materials and rubbish. Upon completion of each day's work, all rubbish and waste materials shall be removed from and about the premises. The vendor shall leave all areas, on which it has worked, in a broom clean condition. If the vendor fails to clean up at any time, the State may do so and the cost shall be charged against payments to the vendor.

Mercury Cabling Systems, LLC has read, understood, and complies.

5.4.7 Security Compliance

Mandatory Requirement

Due to unique security concerns of certain State agencies, such as correctional institutions and mental health hospitals, the vendor shall inventory and secure tools, personal property, and materials in compliance with individual agency requirements and specifications. The vendor shall notify the agency contact immediately if an object is misplaced or stolen from a job location.

Mercury Cabling Systems, LLC has read, understood, and complies.

5.6 Cutover / Acceptance

5.6.1 Cutover

The telephone, peripheral and/or cabling systems shall be cutover on the date designated by the State project manager.

Cutover is defined as that time when the system is installed, the operation is implemented in accordance with the manufacturer's specifications and this RFP specification, the system is connected to the network facilities as specified, and the State's telephone service is provided by the new system. The State project manager shall define phased cutovers.

If an existing system is being replaced, the transition (transfer service) from the existing system to the new system shall be made successfully with minimal service interruption based upon an implementation plan developed by the State project manager.

The vendor's project manager shall be present during the cutover of the system and, if required by the State, for a minimum of three consecutive business days afterward or, until such time as all concerned parties (the State and the vendor) are assured of reliable system performance. The vendor shall operationally test the installed system(s) for at least one week prior to cutover at the State's premise.

The completion of cutover of the system does not imply acceptance or completion of the system. Acceptance will follow a successful test period, at which time the warranty period will begin and payments may be authorized.

Mercury Cabling Systems, LLC has read, understood, and complies.

5.6.3 Other Post-Cutover Requirements

Within the first thirty days following cutover, or as determined by the State project manager, the vendor shall provide the following at no additional cost to the State:

- Completion of all outstanding move, add and change work backlogged during the pre-cutover "freeze period"

Within the first sixty days following cutover, or as determined by the State project manager, the telephone equipment vendor shall provide the following at no additional cost to the State:

- A complete set of traffic statistics to be developed during a mutually agreed to time period;
- Recommended network and system adjustments consistent with traffic study.

Mercury Cabling Systems, LLC has read, understood, and complies.

5.6.4 Acceptance

The State project manager and vendor shall jointly conduct acceptance testing that shall consist of:

- Initial Acceptance Test;
- Second Acceptance Test, if necessary;
- Final Acceptance of the systems.

Mercury Cabling Systems, LLC has read, understood, and complies.

5.6.4.1 Initial Acceptance Test

The initial acceptance test shall commence ten business days after system cutover. This test and verification period shall consist of ten consecutive business days of normal traffic load. The vendor shall pass this test if the following criteria are met:

- The system is installed to specifications in this RFP;
- No major component failure;
- No major alarm indications;

- No more than ten minor failures, as defined below;
- All features of the system as detailed in this RFP shall be fully operational;
- Successful testing of all equipped capabilities including system redundancy, UPS/batteries, power failure and restoral, system failure and restoral, and network restoral;
- All peripheral equipment shall be fully operational (telephone equipment vendor only);
- All training requirements, as detailed in this RFP, will have been met to the approval of the State (telephone equipment vendor only);
- Successful testing has been completed;
- All documentation, software, database(s) and related files are provided as detailed in this RFP;
- Reconciliation of the provided system inventory to purchase orders.

The State defines Major Failure and Minor Failure as follows:

- Emergency or Major failure means that more than twenty percent (20%) of the total trunking, extensions/stations, the voice mail system, battery back-up, or any other critical component of the system, including features and services, is inoperable. In addition, cumulative minor failures of the same component part at the same location or the same component part at multiple locations shall be considered a major failure.
- Minor Failure means loss or impairment of any service or equipment of a lesser magnitude than any major failure.

During the initial acceptance test period, the vendor shall remedy any minor failure within one business day after notification by the State, and any major failure within three hours after notification by the State.

Upon completion of the initial acceptance test period, the State project manager shall either give written notice of its acceptance (see Final Acceptance, Paragraph 5.6.4.3), or shall specify in writing those portions of the criteria that have not been met. In the event the vendor fails to meet the criteria set forth above for the initial acceptance period, a period of ten business days to correct deficiencies and to prepare the system for the second acceptance test period will be allowed.

A second acceptance test period will not be necessary if the vendor meets the criteria set forth above.

Mercury Cabling Systems, LLC has read, understood, and complies.

5.6.4.2 Second Acceptance Test

The vendor shall notify the State project manager of the commencement of the second ten (10) business day acceptance test period, which shall begin no later than ten (10) business days following the completion of the first acceptance test period.

The criteria for acceptance during the second acceptance test shall be the same as the criteria for the initial acceptance test. Upon completion of the second acceptance test period, the State project manager shall either approve final payment as specified in the following paragraph, or shall specify in writing those criteria that have not been met.

Mercury Cabling Systems, LLC has read, understood, and complies.

5.6.4.3 Final Acceptance

Once the system has passed the acceptance test and the vendor, DOIT project manager and agency have validated this with their signature approval, final payment for the system may be made.

Mercury Cabling Systems, LLC has read, understood, and complies.

5.6.5 Failure to Meet Acceptance Criteria

In the event the vendor fails to meet the acceptance criteria by the end of the second acceptance test period, the vendor may be subject to penalties and termination from the State contract (see Attachment 5, Master Agreement).

Mercury Cabling Systems, LLC has read, understood, and complies.

5.7 Post-Acceptance Project Review

The State project manager shall chair a post-acceptance project review meeting. The purpose of this meeting will be to review all aspects of the project, document the review as meeting minutes, distribute the meeting minutes to all involved parties, and to use the results toward continuous improvement.

Mercury Cabling Systems, LLC has read, understood, and complies.

6 Cabling Solutions

6.1 Installation Guidelines

All station, distribution, intra and inter-building cabling and connecting hardware shall be installed using new cable and hardware products. In certain instances, the State may inform the vendor that existing cable will be re-used. In these cases, the vendor shall be required to cross connect any new installed cable to the existing cable.

The vendor shall be responsible for implementing all inside and outside plant cable, splices, splice enclosures, protection devices, supports, and shall provide surveys, permits, labor, and supervision. The vendor shall do all the necessary work required to properly install the system.

Where penetration of any fire or smoke barrier is necessary, barriers will be restored by approved method as specified in the National Fire Protection Association (NFPA) *Codes* (<http://www.nfpa.org/>) and Connecticut State Building and Fire Codes (<http://www.state.ct.us/dps/dfeps/OSBI/TechServ/Codes.htm>). The vendor shall receive approval from the State project manager prior to penetration work.

The vendor shall describe methods and practices used to ensure that damage is not caused to any State property or equipment. The vendor shall also describe methods and practices to ensure that there are no violations of applicable codes/standards/regulations.

Mercury Cabling Systems, LLC has read, understood, and complies.

6.1.1 Cabling / Connecting Hardware

Mandatory Requirement

The State reserves the right to select cabling/connecting hardware products from specific manufacturers (e.g., Mohawk, Belden, CommScope, Panduit, Siemon, Hubbell, Ortronics, etc.) for agency projects or maintenance work. The vendor shall provide such product brands when requested by the State and shall include the itemized pricing for all product lines carried in response to this RFP.

Mercury Cabling Systems, LLC has read, understood, and complies. Mercury is certified in all the above-mentioned Component and Cable Manufacturers enabling us to extend the warranty solutions to any requirement. Please see attachment 15 for Manufacturer's Certifications.

6.1.2 Temporary Wiring

If required, temporary wiring may be installed with the prior permission from the State project manager provided that the temporary wiring is secured and not hazardous to staff or public. The temporary cables shall be replaced with permanent wiring within a period of time to be specified by the State project manager.

Mercury Cabling Systems, LLC has read, understood, and complies.

6.2 Telecommunications Building Wiring Standards

Unless otherwise specified, unshielded twisted pair 24 AWG cable is to be used for all station and distribution cabling, with at a minimum, category 5E for voice and data cabling. The vendor shall be capable of installing and testing lower and higher categories of cable and should provide all of these options in their pricing (e.g. category 3, category 6, etc.).

Station and distribution cable for all projects covered by this contract shall be designed and installed in accordance with the current editions of the Building Telecommunications Wiring Standards, including all Technical Service Bulletins (TSB), adopted by TIA/EIA in accordance with the American National Standards Institute (ANSI). These standards include, but are not limited to, the following:

TIA/EIA-568-B.1	Commercial Building Telecommunications Cabling Standard: General Requirements
TIA/EIA-568-B.2	Commercial Building Telecommunications Cabling Standard: Balanced Twisted-Pair Cabling Components
TIA/EIA-568-B.3	Optical Fiber Cabling Components Standard
TIA/EIA-569-A	Commercial Building Standard for Telecommunications Pathways and Spaces

TIA/EIA-570-A	Residential and Light Commercial Telecommunications Wiring Standard
TIA/EIA-598	Optical Fiber Cable Color Coding
TIA/EIA-606	The Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
TIE/EIA-607	Commercial Building Grounding and Bonding Requirements for Telecommunications
TIA/EIA-758	Customer Owned Outside Plant Telecommunications Cabling Standard
TIA/EIA-862	Building Automation Cabling Standard for Commercial Buildings

A supplement that is used in conjunction with the above TIA/EIA standards is the Building Industry Consulting Service International (BICSI) Telecommunications Distribution Methods Manual, "A Guide to Design and Effective Utilization". This manual provides practices and methods by which many of the requirements of the above standards are implemented.

Where conflicts exist between these standards and any specifications listed in this document, the higher specification shall apply as determined by the State project manager.

The vendor shall describe how it keeps its employees and subcontractors current on updates to standards. Include examples of education sessions, certification programs (e.g., RCDD), and frequency of such programs.

The vendor shall describe its involvement, if any, in setting standards or being a member of any standards setting committee.

Mercury Cabling Systems, LLC prides itself on its commitment to education and understanding the evolving Telecommunications Industry, by incorporating an internal program of the BICSI TDM Manuals and EIA/TIA Standards for review.

Our staff of field technicians and inside estimating and sales support personnel, are required to attend a yearly BICSI TDM Manual Update Review course where all Chapters are discussed and quizzes given to ensure proper comprehension of the material.

Mercury is proud of our past students who continued on and obtained their RCDD registration status after completion of our in-house review course.

The course is taught by Mercury's Director of Design who is an RCDD/NTS (LAN) Specialist, and who also holds a Telecommunications Layout Technicians License with the State of Connecticut.

In Section 14, please find samples of Mercury Cabling Systems, LLC's Course Exams from BICSI's 9th and 10th Edition Manuals to reflect the in depth focus given to the ANSI/EIA/TIA Standards.

Mercury Cabling Systems, LLC understands the commitment to quality and is in the process of obtaining a Premium Contractor Status with BICSI. It is anticipated that we will receive a Silver Premium Contractor Status by April 2005 with the successful completion of our two installation training candidates.

In addition, Mercury Cabling Systems, LLC's staff regularly attend Educational Conference such as BICSI and CSI not only to obtain all necessary continuing education credits to maintain RCDD/NTS standing, but to fully understand the rapidly changing telecommunications industry, and the construction and design aspects as well.

Information that is obtained through these conferences is communicated to both inside and outside personnel and our Learning Center of information expands. Our resident RCDD/NTS Designer was a recent collaborator in the recently released Wireless Design Manual, BICSI's newest edition to their technical training library. She has been approached to pursue membership in BICSI's RSSC Committee.

Mercury Cabling Systems, LLC has read, understood, and complies.

6.3 Station Cable

All newly installed station cable shall consist of, at a minimum, two (2) separate differently colored sheaths of four (4) pair each unshielded twisted pair 24 AWG cable (4 pair voice, 4 pair data), and at the station end shall be terminated in 8 PIN modular RJ-45 jacks. All eight (8) conductors shall be punched down on RJ-45 jacks per the TIA/EIA Wiring Standards using 568A pin configuration. The vendor shall install connecting hardware that is of the same category (Category 5e, 6, or other) as the cable and has been tested together with the cable. The vendor shall provide the State project manager copies of said testing, upon request. The RJ-45 modular jacks shall be made to close tolerances so that the plug fits snugly into the jack. At the MDF and IDF ends, all voice pairs shall terminate on 110-type standard cross-connecting blocks, or equivalent, unless otherwise specified. In certain instances, at the instruction of the State project manager, the voice cable shall be terminated on two (2) RJ45 modular jacks, two (2) pair each. The second jack may be used as an additional digital port, or as an analog port for modems, faxes, power failure telephones, etc.

At the MDF and IDF ends, all data jacks shall terminate on an RJ-45 type patch panel, unless otherwise specified. The maximum data station cable drop length is 90 meters. The drop length is measured from the termination block in the wiring closet to the station faceplate.

For new installations, where possible, the State will provide a four (4) inch square electrical box and conduit, stubbed above the ceiling, for the vendor telecommunications cable installation. Where conduit is unavailable, the vendor shall make a good faith effort to install the cable (snaking) in the walls. Where conduit is unavailable and snaking through the wall is not practical, the vendor shall install the station cable in surface raceway. No exposed wiring will be allowed.

Mercury Cabling Systems, LLC has read, understood, and complies with the above mentioned scope of work as it pertains to the cables. However, in the particular instances, where we are directed to terminate one (1) 4 pair cable onto two (2) RJ45, Mercury staff will alert the State Project Manager that such a termination is NOT a standard compliant, as per ANSI/EIA/TIA 568.B.1 and such an installation could possibly be exempt of any manufacturers warranty. Mercury Cabling Systems, LLC would suggest that any type of two (2) port termination from a single cable, occur "outside" the faceplate to remain standard compliant.

6.3.1 Surface Raceway

Metal and plastic surface raceways are acceptable if approved by the project manager. Surface raceways shall be fastened to the wall with screws and anchors. Adhesive only mounting is unacceptable except under special circumstances with approval by the State. Metal surface raceways are to be used for protection where it is necessary to install station wire less than twelve (12) inches above the floor. Appropriately designed fittings and connectors shall be used when installing surface raceways.

Mercury Cabling Systems, LLC has read, understood, and complies.

6.3.2 Systems Furniture Cabling

Any cabling done within the systems furniture shall be in compliance with national and local electrical codes. The vendor shall be responsible for replacing any equipment that may have been temporarily removed or relocated during cable installation. Communications cable and electrical cable shall be installed in separate channels, with proper shielding of the cable. If it is necessary to use the same channel, communications and electrical cable shall be physically isolated from each other with a metal septum. Unless otherwise specified, the vendor shall provide an extra twenty feet of cable slack for each cable, properly secured, in the ceiling above the furniture for flexibility purposes.

If the vendor determines that the modular furniture is not suitable for telecommunications wiring (no separate telecommunications channel, bend radius can not be met, etc.), the vendor shall immediately notify the State project manager.

The vendors shall list the modular furniture brands/manufacturers it has wired, and describe those that have been difficult to wire or would be in non-compliance with industry standards. Describe what corrective measures were taken.

As an experienced telecommunications installer, it has been Mercury Cabling Systems, LLC's experience that most furniture manufacturers (Steelcase, Knoll, Herman Miller, BKM) currently provide sufficient bend radius and partitioned channels within their modular furniture with their more recent furniture within the last 7 to 10 years. However, a problem occurs with extremely "dated" furniture or office partitions that provide no channel or protection of the cables.

As a solution to this problem, ANSI/EIA/TIA.568.B allows for Work Area cables to be terminated on a Multi-User Telecommunications Outlet Assembly. The MUTOA allows for a bulk termination of station cable (a maximum of twelve (12) four-pair cables onto a single Assembly allowing connection to the station devices via work area cords to allow for better flexibility.

This type of solution might present itself to areas where older model modular furniture is present, and the requirement for a cable upgrade is required.

Mercury Cabling Systems, LLC has read, understood, and complies.

6.3.3 Station Jacks

Where practical, station jacks are to be flush mounted. Both flush mounted and surface mounted jacks are to be installed a minimum of twelve (12) inches above finished floors, or as specified in contract drawings. Surface mounted jacks shall be avoided and utilized only with the approval of the State project manager.

Jacks utilized with systems furniture shall be compatible with the furniture, and recommended by the manufacturer or supplied by the systems furniture vendor. The vendor may provide jacks, or the vendor may be required to use jacks/mounting equipment supplied by others, or by the State. Jacks shall be securely affixed to systems furniture; no Velcro or other adhesive attachments will be permitted unless approved by the State project manager. The vendor shall be responsible for the proper and complete labeling of all station jacks. Mercury Cabling Systems, LLC has read, understood, and complies.

6.4 Cable Testing, Reporting, As-Built Drawings

The cable shall perform and test to the manufacturer specifications. The vendor shall perform field-testing on all installed cabling (fiber and copper) and terminations. OTDR (Optical Time Domain Reflectometer) testing is required for all fiber.

Prior to this testing, the vendor shall review the testing procedures with the State project manager. This testing shall be witnessed in part by the State project manager and/or the involved agency. Testing shall be performed in accordance with the TIA/EIA performance standards.

In response to this RFP and also for each individual project, the vendor shall describe the following:

- Testing equipment used;
- Frequency of calibration of the testing equipment to a standard;
- Standard to which the equipment is calibrated, and the calibration documentation;
- Standard cable testing reports;
- File format and process to load such on the PC;

The vendor shall include samples of the above reports.

Within thirty (30) days after cutover, the vendor shall provide, at no additional cost to the State, copper and fiber cable certification reports (sample in Attachment 12) and two (2) sets of cable plans (as-built drawings) indicating allocation of cabling and wiring to equipment and numbering schemes. Additional copies, also at no additional cost to the State, may be required for multi-tenant buildings and/or for the State project manager.

The copper and fiber cable certification reports shall be provided to the agency in an electronic version that can be imported into MS Access or MS Excel (CD-Rom/DVD/3.5 inch diskette). A paper copy shall also be provided if requested by the State project manager.

Cable certification reports and as-built drawings are a mandatory requirement for each project and shall be provided to the State prior to acceptance of the project and delivery of final payment. For as-built drawings, some agencies already utilize specific electronic formats (e.g. AutoCAD). The vendor shall describe all available formats for both cable certification reports and as-built drawings.

Total station cable footage shall be calculated based upon the test results and payment will be made based upon actual station cable installed. If requested by the State, the vendor shall load and maintain the cable testing/certification information onto an agency owned PC.

Any moves, adds or changes made to the installed base shall require the vendor to provide updated as-built drawings and a cable certification report for the new cable runs as part of existing documentation. The vendor shall provide the agency with electronic updates or paper upon request.

Mercury Cabling Systems, LLC has read, understood, and complies with the above fore-mentioned scope of work. All locations will be tested with the most current software available.

In addition, all of our Level II and Level III testers are calibrated by the manufacturer on their anniversary purchase date to provide the most accurate testing parameters for required balance twisted pair tests as required by ANSI/TIA/EIA.568.B.1 such as:

- WireMap
- Length
- Insertion Loss
- NEXT and ELFEXT
- PSNEXT and PSELFEXT

All balanced twisted pair test results will be furnished in both hard copy and electronic format, such as CD-ROM, DVD, or 3.5 diskette.

All Fiber Optic cabling shall be tested with an OTDR to obtain length and link loss values, and all tests will be in compliance with ANSI/EIA/TIA 568.B.1 and ANSI/EIA/TIA 14-A for multimode fiber and ANSI/EIA/TIA 526.7 for singlemode fiber.

All OTDR traces will be submitted to the state upon completion, in both hardcopy and electronic format.

In addition, as built drawings will be completed and furnished with both hardcopy and electronic format in the AutoCAD version specified by the State of Connecticut.

6.5 Distribution Cable

Prior to cable installation, the vendors shall develop cable plans from State provided floor plans and information gathered during site surveys. The cable plans shall include cable type (plenum, PVC, gel filled, etc.), size, routing, cable termination (jacks, blocks, etc.), and cable length. Vendor shall also furnish a list indicating location and size of required backboards and other construction requirements.. The State shall be responsible for site preparation, including lighting, flooring, and HVAC.

Mercury Cabling Systems, LLC has read, understood, and complies.

6.5.1 Copper Distribution

Unless otherwise specified by the State in writing, copper distribution for intra-building cable shall be twisted 24 AWG, allowing for a minimum of 50% growth in pair count and installed in accordance with industry accepted standards.

Unless otherwise specified by the State in writing, copper distribution for inter-building cable shall be gel filled twisted 24 AWG, allowing for a minimum of 50% growth in pair count and installed in accordance with industry accepted standards.

Mercury Cabling Systems, LLC has read, understood, and complies.

6.5.2 Fiber Distribution

The type of fiber (single mode/multi-mode) and quantity of fiber to be used for intra-building and inter-building fiber distribution will be specified by the State Project Manager on a project-by-project basis. Fiber cable shall not be left exposed, but shall be installed in inner-duct (minimum of one inch) and/or conduit.

Mercury Cabling Systems, LLC has read, understood, and complies.

6.5.3 Grounding Requirements

The vendor shall ensure that grounding for cable is provided in accordance with the TIA/EIA standards and the National Electrical Code.

Mercury Cabling Systems, LLC has read, understood, and complies. Safety for personnel and equipment is catamount to a successful cable installation. The Mercury Group will adhere to the ANSI/TIA/EIA-607 Grounding and Bonding and NFPA 70 to ensure the proper grounding is followed through the course of the installation.

6.5.4 Lightning Protection - Cabling

It shall be the responsibility of the vendor to verify that the lightning protection is compatible with the cable systems proposed and any existing cable systems. Inadequate or improperly installed lightning protection shall be considered negligence on the part of the vendor, and any resulting repair charges and expenses shall be borne by the vendor.

Protectors shall be "listed" by a nationally recognized testing laboratory, such as Underwriters Laboratories (UL).

Mercury Cabling Systems, LLC has read, understood, and complies.

6.6 Main and Intermediate Distribution Frames (MDF & IDF)

The MDF shall consist of cross connect blocks for the backbone distribution cables, patch panels, and shall contain the local data and voice equipment that serves each building in a complex.

The IDF shall consist of cross connect blocks for the station and backbone cables, and where needed, shall contain patch panels and the local data and voice equipment that serves each IDF service area.

Cross connections will be completed in a neat and organized fashion, and shall be installed using the appropriate means to keep them sufficiently taut and free from movement. All cable and pair identification shall be clearly marked on all connecting blocks in the MDF and IDF telecommunication rooms utilizing machine-printed labels.

The vendor may be required to install backboards in the MDF and IDF. Backboards shall be 3/4" finished-grade plywood painted with two coats fire resistant paint with color specified by the State project manager, and shall be securely fastened to the wall, placed vertically (unless local conditions preclude it), 18 inches above the finished

floor. Ladder rack shall be installed around the perimeter of the room, or as specified by the State, to support all cables entering and traversing each telecommunications room, as well as all cables routed to freestanding racks. Ladder rack widths of 8', 10', or 12' will be specified depending on telecommunications room size. Mercury Cabling Systems, LLC has read, understood, and complies.

6.6.1 Voice and Data Patch Panel Assemblies

Modular 110-type patch panels shall be used on the distribution side of the network where the workstation cables are terminated to the backside of the panel, and cross-connects are done on the front side. Modular patch panel (copper) wiring shall be installed to an eight (8)-pin configuration where all 4-pair UTP conductors are punched down in accordance with the TIA/EIA 568A cabling standard. Horizontal and vertical wire managers shall be provided for all patch panel assemblies.

Fiber backbone and equipment shall be cabled into the back of the fiber patch panels by terminating the individual fibers with appropriate fiber connectors. Fiber patch cords shall be used to connect the equipment side to the backbone side for circuit administration. All fiber terminations shall be done in accordance with the TIA/EIA standards and guidelines.

All patch panels shall have physical dimensions allowing for the installation of standard 19" wall mount, freestanding racks or hinged racks. All products associated with the patch panel assemblies shall be physically and electrically compatible with each other. Both copper and fiber optic patch panel assemblies shall be available in 16, 24, 48, 64 and 96 port capacities. Each patch panel jack shall be numbered for easy identification of terminal/phone station locations and distribution ports from host equipment (i.e. computer controller or voice/data switch). Patch panels for both copper and fiber optic architectures shall be UL listed and in compliance with any local, state, or federal codes. Mercury Cabling Systems, LLC has read, understood, and complies.

6.7 Cabling Configuration Models

The vendors shall use the following configurations for pricing cabling systems in the pricing pages found in Attachment 11b, Product Schedule. There are two pricing worksheets for cabling of new systems, *Cabling Systems and Bundled Cabling Systems*. One of these represents pricing for a cable-only project while the other corresponds to bundled pricing for cabling purchased from the system vendor. The configurations are provided as models and do not represent specific applications.

The requirements previously described in this document shall strictly apply to all proposed cabling solutions. The vendor shall provide complete and detailed pricing for each element. All items listed shall match the unit pricing, also required, in Attachment 11b, Product Schedule.

In addition to the table on the following page, the vendors shall assume the following for each of the system models:

- All station cable shall be non-plenum category 6;
- All riser cable shall be non-plenum category 3;
- All fiber shall be non-plenum, 62.5 MM, 12 strand with non-plenum innerduct;
- Conduit, sleeves, or other access for all models are provided by the State;
- All data station cable shall be terminated on 48-port patch panels;
- All voice station cables shall be terminated on wall-mounted AT&T 110-type connecting hardware;
- Patch panels are to be installed on 7' x 19" equipment racks;

	System I: 24 Stations	System II: 120 Stations	System III: 320 Stations	System IV: 800 Stations
Configuration:				
Total number of station locations	24	120	320	800
Average cable length (ft.) per station	175	175	175	175
Floors in building (including basement)	2	2	4	5
Voice / Data Station Cable	1 voice/1 data	1 voice/1 data	1 voice/1 data	1 voice/2 data
MDF and IDF:				
MDF Location	basement	basement	basement	basement
IDF Location	n/a	n/a	stacked	stacked

Number of IDF's	0	1	3	4
Distances Between MDF and IDF (ft): (for copper, fiber, and inner duct)				
MDF to IDF #1	n/a	50	100	100
MDF to IDF #2	n/a	n/a	120	120
MDF to IDF #3	n/a	n/a	140	140
MDF to IDF #4	n/a	n/a	n/a	160
Number of Stations:				
MDF	24	20	0	0
IDF #1	n/a	100	120	200
IDF #2	n/a	n/a	100	200
IDF #3	n/a	n/a	100	200
IDF #4	n/a	n/a	n/a	200
Patch Panels: 48-port	1	3	9	40
Equipment / PP Rack:	1	2	7	14
Ladder Racks:				
MDF	10" x 44'	10" x 44'	10" x 44'	12" x 54'
IDF #1	n/a	10" x 44'	10" x 44'	12" x 44'
IDF #2	n/a	n/a	10" x 44'	12" x 44'
IDF #3	n/a	n/a	10" x 44'	12" x 44'
IDF #4	n/a	n/a	n/a	12" x 44'
Riser Cable Copper Cable Pair:				
IDF #1 -> MDF	n/a	200	250	400
IDF #2 -> MDF	n/a	n/a	200	400
IDF #3 -> MDF	n/a	n/a	200	400
IDF #4 -> MDF	n/a	n/a	n/a	400
Riser Cable Fiber (62.5 MM, 12 Strand):				
IDF #1 -> MDF	n/a	1	1	1
IDF #2 -> MDF	n/a	n/a	1	1
IDF #3 -> MDF	n/a	n/a	1	1
IDF #4 -> MDF	n/a	n/a	n/a	1
Fiber Patch Panels (24-Port):	n/a	2	6	8
SC Connectors:	n/a	48	144	192

Mercury Cabling Systems, LLC has read, understood, and complies.

8 Maintenance

The maintenance service resulting from the vendors' proposal for maintenance applies to all move, add, and change (MAC) activity, and repair activity required for the proper maintenance of telephone, peripheral, cabling, and associated systems owned by the State. This shall include systems currently in operation, as well as systems installed during the term of the contract. This maintenance service shall include all labor, materials, equipment, and services of every kind necessary to keep the State's systems in good working condition.

The State shall have the option to acquire maintenance on a time and materials basis, or through a service agreement with the vendor.

Mercury Cabling Systems, LLC has read, understood, and complies with this statement as it pertains to the cabling infrastructure installation and maintenance of the cabling and components.

8.2 Service Technicians

The State requires that vendors use experienced trained technicians to perform MAC work or to respond to service calls, and that a sufficient number of qualified technicians are employed by the vendor to provide quality service to the State on an on-going basis. Service technicians shall be required, upon request, to submit certification, licensing or proof of training.

Service technicians are expected to arrive at the customer site fully equipped to perform the maintenance duties required. "Fully Equipped" is described as possessing all parts, tools, cable, connectors, ladders, test equipment, termination equipment, etc. needed to complete the required maintenance service. The State expects that whenever possible, vendors will use technicians that are familiar with customer sites to avoid unnecessary delays in performing repair or MAC work. Where subcontractors are used, the State requires that subcontractor work is managed and monitored by the Vendor. The vendor shall describe how it will comply with these requirements.

The vendor must agree that all maintenance personnel shall be familiar with the requirements of this RFP document in order to ensure that all required maintenance tasks specified in this RFP will be performed by the vendor's maintenance team.

Mercury Cabling Systems, LLC has read, understood, and complies. Mercury Cabling Systems, LLC offers our customers a unique service called the Dedicated Technician Program, please see attachment 15 for details.

8.3 Service Center Locations

The vendor shall list the main location and any branch location(s) that would service state agencies. The vendor shall identify, via a Connecticut state map, its service center(s) coverage.

Mercury Cabling Systems, LLC has read, understood, and complies. Please see attachment 15 for map of service locations.

8.4 Spare Parts

The vendor shall certify that at minimum, the manufacturer's recommended spare parts and sufficient MAC spare stock are carried for each system it proposes to maintain. Additionally, the vendor shall certify that spare parts will be available for the maintenance of the system(s) for a minimum of ten (10) years from the original date of purchase, regardless of whether the system is covered under a maintenance agreement. When a vendor is planning to drop support for older equipment that is more than ten years old, the State requires notification of at least six (6) months prior to the effective date.

Mercury Cabling Systems, LLC has read, understood, and complies.

8.5 New System Components

Mandatory Requirement

The equipment provided by the vendor to the State shall be new, unless requested in writing by the State to be reconditioned, remanufactured, or refurbished (see requirements under Refurbished/Remanufactured Equipment, Section 9 of this RFP).

Mercury Cabling Systems, LLC has read, understood, and complies.

8.6 System and Cabling Documentation

For work performed by the vendor, at the agency's discretion, the vendor shall maintain software records and maintenance logs on premises, ensuring that these records and all other records/documentation/plans are kept current, as moves, adds, or changes occur. The vendor shall update all system and cabling documentation with every service call/MAC order. If it is determined that the vendor has not kept this information current, the vendor shall be required to recreate new documentation at no cost to the State. The vendor shall describe the formats used to perform the above functions.

Mercury Cabling Systems, LLC has read, understood, and complies. It is Mercury's practice with all of our installed cables, to update all adds, moves and changes as they occur. In addition, we will submit to the manufacturer the information and test results for inclusion of the cables into the warranty program.

8.7 Travel Time

Mandatory Requirement

The State shall not be charged for travel time (see paragraph 3.6.1).

Mercury Cabling Systems, LLC has read, understood, and complies.

8.8 Escalation Procedure

The vendor shall provide its escalation procedure for 24-hour coverage to be invoked in the event that first level maintenance personnel are unable to remedy the State's service request. The vendor shall provide escalation procedures, for each level up to the Company President/Owner, that include, at minimum, the following:

- A list of individuals (by name and title) at each level of escalation;
- The role of each individual in the escalation process;
- Email address;
- Pager, work, home, and cellular telephone numbers.

The vendor shall be responsible to notify DOIT Communications Services of the escalation procedures and lists. These escalation lists shall be kept current, and DOIT is to be notified two weeks in advance of changes so that all appropriate personnel can be notified.

The vendor shall describe the automatic escalation that takes place within its organization.

Mercury Cabling Systems, LLC has read, understood, and complies. In the event a matter cannot be rectified with the technicians on-site, we invite the State's Project Manager to contact Mercury's Operations department. Operations will then contact the Mercury Project Manager and make him/her aware of the situation. If the matter cannot be rectified immediately, it gets passed on to the Vice President and General Manager who will then discuss with the President, as well as, the State's Project Manager and any necessary authority from the State of Connecticut. Full contact information will be given upon award.

8.10 Traffic Studies

The vendor is required to perform, at the State's request, traffic studies/analysis, network recommendations and load balancing. For systems utilizing the State's LAN/WAN networks, this includes real-time monitoring, assessment, and reporting of the LAN/WAN performance, including all LAN/WAN network assessment factors detailed in section 5.3 Vendor Responsibilities. During the warranty period and under a full maintenance contract, this shall be done at no charge to the State. The vendor shall perform traffic studies, at the request of the State, for a minimum of two weeks per study. The vendor shall describe all such services available to the State.

This statement does **not apply** to Mercury Cabling Systems, LLC; above does not relate with the cabling infrastructure installation and maintenance for which we are submitting our proposal.

8.14 Check-In and Work Order Sign-Off

Upon arrival at the work location, the technician shall immediately check in with the site contact or designee. The technician shall be responsible for obtaining a work order sign-off from the agency authorized contact once a MAC order has been completed or a trouble has been cleared. The work order shall include a brief description of the work performed, State order number, site contact's or designee's printed name, signed name and telephone number, vendor representative's printed and signed name. Agency sign-off will not be provided unless the technician checked in prior to commencing work. Payment cannot be made without work order sign-off. The vendor shall provide a copy of the vendor's work order to the site contact person immediately following completion of work.

Mercury Cabling Systems, LLC has read, understood, and complies.

8.15 Service-Affecting Work

The vendor technician shall obtain approval from the agency contact prior to undertaking any work of a service-affecting nature. Service-affecting work includes disabling any operational capabilities of the telephone, voicemail, and call accounting systems, network facilities, and any associated peripheral and back-up systems.

Mercury Cabling Systems, LLC has read, understood, and complies.

8.16 Move, Add, and Change Work Scheduling

Work involving moves, adds, and changes (MAC) will originate from telephone service requests. Pre-surveys may be required for large or complicated orders. The vendor shall coordinate the scheduling of all MAC orders with the requesting agency. Work shall be performed during normal working hours unless overtime is required to meet an agency's needs. Overtime will not be paid unless it is so stated by the agency on the telephone service request.

Mercury Cabling Systems, LLC has read, understood, and complies.

8.17 Repair Work/Trouble Reporting

Agencies may request repair service through the DOIT Telecommunications Unit, during normal business hours, Monday through Friday, 8:30 am to 4:30 pm. Agencies may also request repair service directly from vendors during normal business hours as well as after hours.

The vendor shall provide a single point of contact for trouble reporting. This telephone number must be staffed to receive trouble reports twenty-four (24) hours a day, seven (7) days a week. The vendor shall describe any web-based service/repair access systems to place orders or check status on troubles/orders.

The vendor must not refer the reporting agency to another maintenance center or reporting telephone number but must escalate within its organization until resolution of the reported issue.

The vendor shall fully describe its trouble reporting procedures including, at minimum:

- Staffing of trouble center
- Response capability including intervals
- Dispatching capability
- Repair coordination
- Cleared trouble sign-off (completion procedure)
- Quarterly reports on number of repairs, location, and the nature of troubles

Mercury Cabling Systems, LLC has read, understood, and complies.

Mercury Cabling Systems, LLC website, www.mercury-group.com allows customers to notify our internal staff of troubles or additional cabling request. These requests are forwarded to the Vice President of Operations who assigns each request to our technical or estimating staff.

- The Mercury Group's trouble center is staffed between 8:30 to 5:00 PM, after hours troubles will be referred to Mercury's escalation procedure, see 8.8.
- Our capability response is 4 hours from first notification of an existing trouble
- The Mercury Group will dispatch qualified and trained technician to the sight within a 4- hour frame.
- Most troubles are cleared within 4-hours once on-site.

8.17.2 Vendor's Response to Repair Calls

The State considers that a repair call has been responded to when a vendor's qualified technician, suitably equipped to service the installed system, has arrived at the State agency site, or when a problem is in the process of being remotely cleared. This applies during installation, during warranty, or after warranty under a service agreement, or under time and materials.

After receipt of the system trouble report, the vendor must notify the agency contact (by the required response times outlined in this section of the RFP document) that it has completed remote testing (if the system is so equipped) and/or when a qualified service technician will be on site to facilitate repair of the affected service.

Mercury Cabling Systems, LLC has read, understood, and complies.

8.17.3 Routine Repairs

Routine repair calls during normal business hours (8:30 a.m. to 4:30 p.m., Monday through Friday) shall be responded to within the time frames stipulated below. Outside of these hours, weekends, and holidays, routine repair calls shall be responded to using the intervals below by the next normal business day.

The Vendor shall describe how it will meet or exceed, the following requirements when providing routine maintenance service:

- The vendor shall commence remote testing of the system (if the system is so equipped) within one hour of receipt of the trouble report from the State. The vendor shall complete this testing within two (2) hours of the initial service call from the State. The vendor shall notify the agency contact person within two (2) hours of the initial trouble report with the results of its remote testing.
- The vendor shall provide reports or records, upon State request, of all required system testing to confirm compliance with the two (2) hour testing requirement listed above.
- Should the system not be repaired via remote access or the system not be equipped for remote access, the vendor shall have a qualified technician, suitably equipped for repair of the system, on site at the agency location within eight (8) business hours from the time of initial trouble report.
- The vendor shall complete the repair within sixteen (16) business hours of the initial trouble call.
- In the event the vendor experiences extraordinary obstacles to its repair of the system within the required sixteen (16) business hour time-to-repair, the vendor shall immediately notify the reporting agency contact

and provide a detailed plan of repair, including how the vendor will provision alternative service during an extended disruption of service.

Mercury Cabling Systems, LLC has read understood and complies with the above statement as it pertains to the trouble-shooting and repair of any structured cabling component.

- Mercury's technician upon being dispatched to the site for repair will have with him all the necessary cabling components and test equipment to properly trouble-shoot and repair both copper and fiber optic cabling systems. Upon completion of the repair, the Mercury technician will notify the state agency of the successful repair and forward all corresponding test results to the appropriate project manager for acceptance and clearance of the trouble report.

8.17.4 Emergency Repairs

The State reserves the right to designate particular phones and/or areas as key to agency operations, and therefore emergency in nature, when in need of repair.

The Vendor shall describe how it will meet or exceed, the following requirements when providing emergency maintenance service:

- The vendor shall commence remote testing of the system (if the system is so equipped) within 30 minutes of receipt of the trouble report from the State. The vendor shall complete this testing within 60 minutes of the initial service call from the State. The vendor shall notify the agency contact within 60 minutes of the initial trouble report with the results of its remote testing.
- The vendor shall provide reports or records, upon State request, of all required system testing to confirm compliance with the 60 minute testing requirement listed above.
- Should the system not be repaired via remote access, the vendor shall have a qualified technician, suitably equipped for repair of the system, on site at the agency location within two (2) continuous hours from the time of initial trouble report.
- The vendor shall complete the repair within eight (8) continuous hours of the initial trouble call.
- In the event the vendor experiences extraordinary obstacles to its repair of the system within the required eight (8) hour time-to-repair, the vendor shall immediately notify the reporting agency contact and provide a detailed plan of repair, including how the vendor will provision alternative service during an extended disruption of service.

Mercury Cabling Systems, LLC has read, understood, and complies to the above statement as it pertains to the cabling infrastructure installation, or horizontal and /or backbone cabling components.

- Mercury's technician upon being dispatched to the site for repair will have with him all the necessary cabling components and test equipment to properly trouble-shoot and repair both copper and fiber optic cabling systems. Upon completion of the repair, the Mercury's technician will notify the state agency of the successful repair and forward all corresponding test results to the appropriate project manager for acceptance and clearance of the trouble report.

8.17.6 Work Stoppages

Describe your contingency plan to cover work stoppages or other unforeseen events, whether they occur within the State or within the vendor's organization.

In the event of a work stoppage or other unforeseen events occurring within the state, Mercury Cabling Systems, LLC will follow any direction provided to us about how to proceed with ongoing work, by the State's Project Manager, or other supervisory management personnel having proper authority to direct us.

Mercury Cabling Systems, LLC is a Merritt shop and prides itself in the fact that we have had a continued and successful business for the last 27 years, with a consistent staff of technicians and support personnel. Should any unforeseen event occur within Mercury's infrastructure, we are positioned to dispatch in-house qualified and trained personnel to maintain the schedule of work.

8.17.7 24-Hour Services

Some critical agencies, such as hospitals prisons, and public safety, are operational 24 hours per day, 7 days per week. The vendors shall fully describe their ability to provide 24 x 7 service including full weekend and holiday

service. Describe the process to obtain after-hours service, including any answering services, pagers, calls to homes, and escalation process.

The vendor shall provide any additional charges for these services in the pricing pages in Attachment 11b including details on variations of charges with/without a maintenance contract.

Mercury Cabling Systems, LLC has read, understood, and complies. Please refer to our escalation procedures in section 8.8

8.18 Pricing Models for Maintenance

Cabling Maintenance

The vendors proposing cabling and/or new telephone systems shall provide complete itemized pricing, including labor, for the cabling maintenance models listed in the *Cabling Maintenance* pricing page in Attachment 11b. The Vendor Part Number and Unit Cost used for these models shall match the pricing found in the *Cabling Unit Pricing* and *Labor Rates* pages in Attachment 11b.

Mercury Cabling Systems, LLC has read, understood, and complies. Please see Attachment 11b for details.

Telephone System Maintenance

The vendors proposing new telephone systems and/or telephone systems maintenance shall provide complete itemized pricing, including labor, for the equipment maintenance models listed in the *Equipment Maintenance* pricing page in Attachment 11b. These vendors shall also provide costs for annual maintenance contracts for all systems it is proposing to maintain. The Vendor Part Number and Unit Cost used for these models shall match the pricing found in the *Equipment Unit Pricing* and *Labor Rates* pages in Attachment 11b.

Mercury Cabling Systems, LLC has read, understood, and complies. Please see Attachment 11b for details

10 Product Schedules

The vendor shall complete the appropriate pages in Attachment 11b, for all products proposed as outlined below. The vendor must use the State provided format. The State may disqualify any vendor that fails to complete pricing pages associated with the proposed product(s).

Vendors submitting proposals for:	Shall complete the pricing in:
Cabling Systems & Cabling Maintenance	Cabling Systems: All Four Configurations Cabling Maintenance Pricing Cabling Unit Pricing Labor Rates Discounts
Telephone & Mandatory Peripheral Systems	System I – Telephone & Mandatory Peripheral Systems AND/OR System II – Telephone & Mandatory Peripheral Systems AND/OR System III – Telephone & Mandatory Peripheral Systems AND/OR System IV – Telephone & Mandatory Peripheral Systems Equipment Maintenance Equipment Unit Pricing Bundled Cabling Systems: System I AND/OR System II AND/OR System III AND/OR System IV Cabling Maintenance Pricing Cabling Unit Pricing

	Labor Rates Discounts
Optional/Additional Peripheral Systems	Optional Peripheral Systems Equipment Unit Pricing Labor Rates Discounts
Telephone System Maintenance	Equipment Maintenance Equipment Unit Pricing Labor Rates Discounts
Refurbished/Remanufactured Equipment	Refurbished/Remanufactured Equipment Refurbished/Remanufactured Unit Pricing Labor Rates

Mercury Cabling Systems, LLC has read, understood, and complies.

10.1 Unit Pricing

The unit pricing shall include all items and services that may be purchased by the State. All items listed in the pricing models shall also be listed on the appropriate unit pricing page. The Product Schedules should be as complete as possible since the State will be unable to pay for any items not on contract. For evaluation purposes, the State will compare vendors' unit pricing. This will be done using a sampling of comparable items from the vendor's proposed Unit Pricing pages.

Cabling Unit Pricing shall include but not be limited to plenum and non-plenum rated copper and fiber station and distribution cable (use pair counts that are typical for inside and outside cable work), EMT conduit, patch panels, racks, connectors, and all associated equipment.

Equipment Unit Pricing shall include but not be limited to common equipment components, station equipment, all accessory equipment, and all peripheral system items (i.e., Call Accounting, Cable Management, Voice Processing, IVR, Audio Conferencing, External Paging, Wireless, and Audio Call Recording Systems), and refurbished/remanufactured equipment. Vendors shall categorize the unit pricing where possible (i.e. grouping the related items for peripheral systems).

Training

The *Equipment Unit Pricing* pages shall include a complete pricing list of all available training including but not limited to supplemental user training, advanced administrator training, and product certification training.

Credits

The vendors shall state if credits are available for State owned damaged/malfunctioning equipment that is not under warranty or a maintenance contract. If credits are unavailable, the vendor shall not remove from the State premises damaged/malfunctioning equipment upon its replacement. All proposed credits shall be fully described on the *Equipment Unit Pricing*.

Mercury Cabling Systems, LLC has read, understood, and complies.

10.2 Labor

The *Labor Rates* page shall include a complete list for all categories of labor for the installation and maintenance of telephone, cabling and peripheral systems. This should include but not be limited to equipment and cable installation, engineering, design work, software support, and remote maintenance.

An agency may request a block of technician time consisting of a day or more at a time, especially if available at a discounted rate. The vendor shall provide pricing for such in the *Labor Rates* page.

Mercury Cabling Systems, LLC has read, understood, and complies.

I. Set-Aside for Small, Minority or Women's Business Enterprises

Section 32-9e of the Connecticut General Statutes sets forth the State's Small Business Set-Aside program and the percentage of applicable purchases that must be set-aside for certified small businesses. Effective July 1, 1988, Twenty-five (25%) of the average total value of all contracts let for each of the previous three fiscal years must be set aside.

The Department of Information Technology is requesting that VARs utilize one or more small, minority or women's business enterprises as a subcontractor. Prospective Bidders may obtain a list of firms certified to participate in the Set-Aside program by contacting the Department of Administrative Services (DAS), 165 Capitol Avenue Hartford, Connecticut 06106, Room G8A, Business Connections/Set-Aside Unit, Telephone (860)-713-5236. The DAS web site may be accessed at <http://www.das.state.ct.us/Purchase/SetAside/default.asp>

Bidders may fulfill this obligation through a subcontract for any services related to this contract by utilizing small, minority or women-owned businesses as suppliers of goods or services.

NOTE WELL: During the evaluation process, special consideration will be given to those who provide documentation to evidence their utilization of a certified small minority or women's business and/or demonstrate the VARs commitment to, whenever possible, utilize a certified small minority or women's business. VARs should identify the certified small, minority or women's business and the goods or services the business will supply in section 4.1.1 of the Technical Proposal.

Certificate of Eligibility

State Of Connecticut
Department Of Administrative Services
Business CONNECTIONS
Small Contractors Set-Aside Program

Mercury Cabling Systems, LLC
300 Avon Street Stratford, CT 06615-

Name of Contact: Gary Berlin Email: mercury@mercury-group.com

Business Phone: (203) 378-9008

FAX: (203) 375-9222

Web: www.mercury-group.com

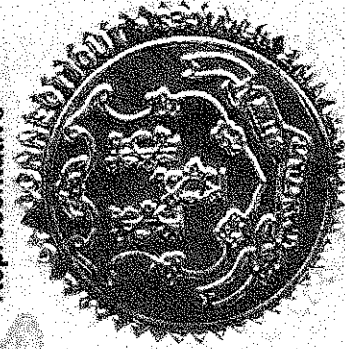
* Affiliate Company(s): Mercury Group, Mercury Communications

Mark Tendler

Qualified by:

Mark Tendler

Business Development Representative



Type Of Contractor/Vendor: Construction

Product: Data & voice cabling - copper, coaxial & fiber; Data & voice network design, provisioning & maintenance; Code blue emergency telephones; MRV free space optical laser point to point communication devices; Vbrick video transmission systems.

Type Of Certification: Small Business Enterprise

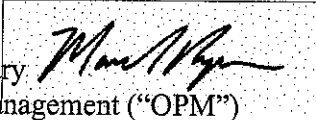
Date of Issue: 25-Jan-2005

**Expiration Date: 31-Dec-2006

*Under this program, this company cannot subcontract or receive any work from the affiliate company(s) listed above.
** Program eligibility is valid for 90 days after the expiration date.

OFFICE OF POLICY & MANAGEMENT
MEMORANDUM - Attachment 8

TO: All Agency Heads

FROM: Marc S. Ryan, Secretary 
Office of Policy & Management ("OPM")

DATE: August 6, 2004

RE: Gift/Campaign Contribution Affidavit and Agency Certification Requirements

Pursuant to Public Act 04-245 and Governor M. Jodi Rell's Executive Order No. 1, para 8, large state contracts between the State of Connecticut and private entities are required to be accompanied by an Agency Certification and the appropriate Gift/Campaign Contribution Affidavit. OPM has prepared a model Agency Certification, as well as model Affidavit forms to be used with such contracts. See the Affidavit list below:

Gift/Campaign Contributions Affidavits

1. "Bid / Proposal Affidavit"
2. "Contract Affidavit"
3. "Contract Affidavit – No Previous Bid or Proposal"

Gift/Campaign Contribution Affidavits are not required for contracts between the state and quasi-public agencies, municipalities or other subdivisions of the State. Effective immediately, bids or proposals for all large contracts, (having a total cost to the state of more than \$500,000 in a calendar or fiscal year, including amendments to contracts), shall be accompanied by a "Bid / Proposal Affidavit." Furthermore, a "Contract Affidavit" and a concomitant Agency Certification must also be presented at the execution of each large state contract covering the period of time between the submission of a bid or proposal and the execution of the contract. If the contract was awarded without the benefit of a previous bid or proposal, a "Contract Affidavit – No Previous Bid or Proposal" shall be substituted for the standard "Contract Affidavit."

OPM has posted the approved affidavits and certification on the OPM Web site. The affidavits and the certification will remain in effect until July 1, 2006.

If you have any questions, please contact Gareth Bye, Esq. at 418-6433 or Anthony Lazzaro, Esq. 418-6467.

**Gift Affidavit to Accompany Bid or Proposal [on] for Large State Contracts,
as defined in Section 2 of Public Act 04-245**

[Instructions: The following form is an affidavit that may be used by bidders or proposers on all large state contracts to comply with Public Act 04-245.]

I, Adam Browning, Secretary, hereby swear that during the [two years]

Type/Print Name and Title

two-year period preceding the submission of this bid or proposal that neither myself nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal nor any agent of the above gave a gift as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), except the gifts listed below:

<u>Name of recipient of gift</u>	<u>Value of Gift</u>	<u>Date of Gift</u>	<u>Gift Description</u>
1. <u>N/A</u>			
2. <u>N/A</u>			
3. <u>N/A</u>			

to (1) any public official or state employee of the state agency or quasi-public agency soliciting the bids or proposals who participated directly, extensively, and substantially in the preparation of the bid solicitation or preparation of request for proposal or (2) to any public official or state employee who has supervisory or appointing authority over the state agency or quasi-public agency soliciting the bid or proposal [whose name(s) has been provided to me by the state agency or quasi-public agency.]

Further, neither I nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal know of any action to circumvent this gift affidavit disclosure.


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


Signature

March 1, 2005
Date

Sworn and subscribed before me on this 1st day of March, 2005

WAYNE BROWNING
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2006


Commissioner of the Superior Court
Notary Public

"GIFT" IS DEFINED UNDER Conn. Gen. Stat. §1-79(e), excluding subdivision (12) as follows:

- (e) "Gift" means anything of value, which is directly and personally received, unless consideration of equal or greater value is given in return. "Gift" shall not include:
- (1) A political contribution otherwise reported as required by law or a donation or payment as described in subdivision (9) or (10) of subsection (b) of section 9-333b;
 - (2) Services provided by persons volunteering their time;
 - (3) A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business;
 - (4) A gift received from (A) an individual's spouse, fiance or fiancée, (B) the parent, brother or sister of such spouse or such individual, or (C) the child of such individual or the spouse of such child;
 - (5) Goods or services (A) which are provided to the state (i) for use on state property, or (ii) to support an event or the participation by a public official or state employee at an event, and (B) which facilitate state action or functions. As used in this subdivision, "state property" means (i) property owned by the state, or (ii) property leased to an agency in the Executive or Judicial Department of the state;
 - (6) A certificate, plaque or other ceremonial award costing less than one hundred dollars;
 - (7) A rebate, discount or promotional item available to the general public;
 - (8) Printed or recorded informational material germane to state action or functions;
 - (9) Food or beverage or both, costing less than fifty dollars in the aggregate per recipient in a calendar year, and consumed on an occasion or occasions at which the person paying, directly or indirectly, for the food or beverage, or his representative, is in attendance;
 - (10) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed legislative reception to which all members of the General Assembly are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception;
 - (11) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed reception to which all members of the General Assembly from a region of the state are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the

reception. As used in this subdivision, "region of the state" means the established geographic service area of the organization hosting the reception;

(12) A gift, including but not limited to, food or beverage or both, provided by an individual for the celebration of a major life event;

(13) Gifts costing less than one hundred dollars in the aggregate or food or beverage provided at a hospitality suite at a meeting or conference of an interstate legislative association, by a person who is not a registrant or is not doing business with the state of Connecticut;

(14) Admission to a charitable or civic event, including food and beverage provided at such event, but excluding lodging or travel expenses, at which a public official or state employee participates in his official capacity, provided such admission is provided by the primary sponsoring entity;

(15) Anything of value provided by an employer of (A) a public official, (B) a state employee, or (C) a spouse of a public official or state employee, to such official, employee or spouse, provided such benefits are customarily and ordinarily provided to others in similar circumstances; or

(16) Anything having a value of not more than ten dollars, provided the aggregate value of all things provided by a donor to a recipient under this subdivision in any calendar year shall not exceed fifty dollars.

ATTACHMENT 9- VENDOR CHECKLIST

RFP COMPLIANCE CHECKLIST

(Provided as a convenience to vendors. Please ensure that each item has been addressed.)

- 1.) We have listed our contact person's name, title, address, phone #, email, etc., including the Company's FEIN number.
- 2.) We have provided the RFP response in properly marked, sealed envelopes or boxes before the proposal due date and time
- 3.) We have provided our bound proposal following the page and text formats required.
- 4.) We have completed the transmittal letter as required in the RFP
- 5.) We have provided a Table of Contents
- 6.) We have provided an Executive Summary
- 7.) We have provided the cost sheets in a separate binder, but have included any cost breakdown details (less the actual cost figures) with the rest of the proposal
- 8.) We have provided original signatures on the Vendor Proposal Validation and Authorization Statement
- 9.) We have included a description of ourselves, and a description of relevant experience
- 10.) We have included 3 references, other than the State of Connecticut, with name, address and telephone
- 11.) Where we have exceptions or additions in pricing or costs, we have explained them in sufficient detail that the State can determine the complete cost of our proposal.
- 12.) We have included an original and ten (10) copies, including (10) electronic copies, of our proposal.
- 13.) We have addressed all the mandatory requirements listed in the RFP.
- 14.) We have filled out, signed and returned the Commission on Human Rights and Opportunities Compliance Monitoring Report (Pages 4 & 5 of Attachment 3)
- 15.) We acknowledge that the proposal is the sole property of the State of Connecticut


ATTACHMENT 9- VENDOR CHECKLIST

16.) There are no proprietary statements in the Proposal, except as noted and permitted.



We, Mercury Cabling Systems, LLC (Company Name) accept the terms and conditions of this RFP. Any exceptions that we have taken to this RFP are attached in writing.

VENDOR NAME: Mercury Cabling Systems, LLC

SUBMITTED BY:  (PLEASE SIGN & PRINT)
Adam Browning

DATE: March 1, 2005

DEFINITIONS

Definitions of industry terminology may be obtained in *Newton's Telecom Dictionary* by Harry Newton.

CPD – Contracts and Purchasing Division

DOIT – Department of Information Technology

DOIT Communications Services – The unit within the DOIT Enterprise Network Services Group that includes the DOIT Project Managers assigned to various Telecommunications projects.

DOIT Project Manager – An employee in DOIT Communications Services responsible for managing a telecommunications project.

DOIT Telecommunications – The ordering, billing and payment-processing unit of DOIT's Administration Division.

Procurement Process – The procurement process is the process of issuing this RFP, evaluating vendor proposals submitted pursuant to this RFP, the evaluation of such proposals, and the awarding of a contract.

Proposal – A vendor response to an RFP and/or any of its appendices which offers to supply the State with specific equipment/services according to State prescribed terms and conditions.

Resulting Contract – The resulting contract is the contract awarded under this RFP that is signed with the vendor.

RFP – A Request For Proposal (such as this document or any appendix thereto) that solicits vendor proposals to satisfy State functional requirements by supplying data processing product and/or service resources according to specific terms and conditions.

Software License – A State computer program product acquisition from a supplier under an agreement whereby the State acquires the right to the use of the product on a designated computer system located at a designated site and under which the State does NOT acquire the licensor's: (1) title to the product nor, (2) liability for payment of any personal property tax levied upon the product, nor (3) liability for payment of any liability/casualty premium for the product.

State – The State of Connecticut, and its Departments, Institutions and Agencies or any combination thereof.

State Project Manager – A DOIT or agency representative responsible for managing a telecommunications project.

Vendor – The vendor as used in this RFP means the organization or individual submitting a proposal in response to this RFP, and, once the contract is awarded, the contractor resulting from this procurement process.

Sample Copper Cable Certification

CABLE CERTIFICATION REPORT # 1

Circuit ID: MOO-001 Local Module Type: C5e Modular Plug
 Cable Test Standard: CAT5e Basic Link Remote Module Type: C5e Modular Plug
 Location: Serial Number: 9910226 V6.2004
 Date Tested: 06/27/2001 Cable MFP: 72.0%

TEST SUMMARY: PASS

Wire Map: PASS	Near End	1	2	3	6	4	5	7	8	Shield
		1	1	1	1	1	1	1	1	open
	Remote End	1	2	3	6	4	5	7	8	

Length:	PASS	Limit:	300ft	
Delay:	PASS	Limit:	518ns	
Delay Skew:	PASS	Limit:	45ns	
Pair	Length	Delay	Delay Skew	Comments
1,2	107ft	152ns	0ns	OPEN
3,6	110ft	156ns	4ns	OPEN
4,5	112ft	159ns	7ns	OPEN
7,8	107ft	152ns	0ns	OPEN

Attenuation:	PASS	1,2	3,6	4,5	7,8
		PASS	PASS	PASS	PASS
Attenuation	dB	7.0	7.2	7.1	7.1
Limit	dB	21.7	21.7	21.7	21.7
Margin	dB	+14.7	+14.5	+14.6	+14.6
Frequency	MHz	101.0	101.0	101.0	101.0

Local NEXT:	PASS	12/36	12/45	12/78	36/45	36/78	45/78
		PASS	PASS	PASS	PASS	PASS	PASS
NEXT	dB	44.8	49.0	67.2	57.0	52.8	52.6
Limit	dB	32.8	33.7	46.3	40.0	32.5	33.4
Margin	dB	+12.0	+15.3	+20.9	+17.0	+20.3	+19.2
ACR	dB	38.0	42.6	64.8	53.0	45.9	46.2
Frequency	MHz	93.3	82.1	13.7	33.7	96.3	85.7

Remote NEXT:	PASS	12/36	12/45	12/78	36/45	36/78	45/78
		PASS	PASS	PASS	PASS	PASS	PASS
NEXT	dB	46.2	67.3	72.1	69.2	93.7	51.3
Limit	dB	32.8	48.5	51.3	46.4	33.7	33.1
Margin	dB	+13.4	+18.8	+20.8	+18.8	+20.0	+18.2
ACR	dB	39.4	65.1	70.5	62.8	47.5	44.8
Frequency	MHz	93.3	9.9	6.6	13.3	81.9	89.3

PSNEXT:	PASS	1,2	3,6	4,5	7,8
		PASS	PASS	PASS	PASS
Power Sum	dB	43.6	44.5	47.1	50.5
Limit	dB	29.7	29.7	30.6	30.3
Margin	dB	+13.9	+14.8	+16.5	+20.2
Frequency	MHz	93.3	93.3	82.1	85.7

Remote PSNEXT:	PASS	1,2	3,6	4,5	7,8
		PASS	PASS	PASS	PASS
Power Sum	dB	45.8	45.1	61.8	48.6
Limit	dB	29.7	29.2	43.4	30.3
Margin	dB	+16.1	+15.9	+18.4	+18.3
Frequency	MHz	93.3	100.1	13.9	85.9

Return Loss:	PASS	1,2	3,6	4,5	7,8
		PASS	PASS	PASS	PASS
Return Loss	dB	21.4	19.8	23.8	21.1
Limit	dB	12.2	12.2	12.6	14.1
Margin	dB	+9.2	+7.6	+11.2	+7.0
Frequency	MHz	95.8	96.5	84.1	50.8

Rem Return Loss:	PASS	1,2	3,6	4,5	7,8
		PASS	PASS	PASS	PASS

Return Loss	dB	22.0	19.8	19.5	19.8		
Limit	dB	12.5	12.5	12.6	13.1		
Margin	dB	+9.5	+7.3	+6.9	+6.7		
Frequency	MHz	87.3	86.1	84.1	70.4		
<hr/>							
ELFEXT: PASS		12/36	12/45	12/78	36/45	36/78	45/78
ELFEXT	dB	PASS	PASS	PASS	PASS	PASS	PASS
Limit	dB	70.3	81.5	59.6	45.6	63.1	52.3
Margin	dB	57.9	57.9	20.1	29.4	42.1	21.3
Margin	dB	+12.4	+23.6	+39.5	+16.2	+21.0	+31.0
Frequency	MHz	1.2	1.2	98.5	33.9	7.8	86.1
<hr/>							
		36/12	45/12	78/12	45/36	78/36	78/45
ELFEXT	dB	PASS	PASS	PASS	PASS	PASS	PASS
Limit	dB	70.4	81.6	96.4	42.8	65.2	58.4
Margin	dB	57.9	57.9	55.3	27.1	44.7	28.0
Margin	dB	+12.5	+22.7	+41.1	+15.7	+20.5	+30.4
Frequency	MHz	1.2	1.2	1.7	44.3	5.8	39.8
<hr/>							
Remote ELFEXT: PASS		12/36	12/45	12/78	36/45	36/78	45/78
ELFEXT	dB	PASS	PASS	PASS	PASS	PASS	PASS
Limit	dB	70.5	74.6	96.6	44.8	65.2	75.5
Margin	dB	57.9	51.0	55.3	29.4	44.7	44.8
Margin	dB	+12.6	+23.6	+41.3	+15.4	+20.5	+30.7
Frequency	MHz	1.2	2.8	1.7	33.9	5.8	5.7
<hr/>							
		36/12	45/12	78/12	45/36	78/36	78/45
ELFEXT	dB	PASS	PASS	PASS	PASS	PASS	PASS
Limit	dB	70.2	81.5	59.3	45.9	73.9	51.8
Margin	dB	57.9	57.9	20.1	29.4	52.9	21.3
Margin	dB	+12.3	+23.6	+39.2	+16.5	+31.0	+30.5
Frequency	MHz	1.2	1.2	98.5	33.9	2.2	86.4
<hr/>							
PSELFEXT:	PASS	1.2	3.6	4.5	7.8		
Power Sum	dB	PASS	PASS	PASS	PASS		
Limit	dB	67.5	66.0	42.9	62.8		
Margin	dB	52.3	52.3	24.0	38.9		
Margin	dB	+15.2	+13.7	+18.9	+23.9		
Frequency	MHz	1.7	1.7	44.5	7.9		
<hr/>							
REM PSELFEXT:	PASS	1.2	3.6	4.5	7.8		
Power Sum	dB	PASS	PASS	PASS	PASS		
Limit	dB	68.5	68.3	42.3	65.0		
Margin	dB	53.5	52.3	24.1	41.8		
Margin	dB	+15.0	+14.0	+18.2	+23.2		
Frequency	MHz	1.4	1.7	43.8	5.7		

Operator: _____ Date: _____

Comments: _____ END REPORT #1

Sample Fiber Certification

CABLE CERTIFICATION REPORT

Circuit ID: _____
Cable Test Standard: S68A Backbone Link Module Type: MultiMode
Location: _____ Remote Module Type: MultiMode
Date Tested: _____ Serial Number: 9910226 V6.20D4
 Cable IOR: 1.490
 Test Direction: Main -> Remote

TEST SUMMARY: PASS

Number of Connectors: 4
Number of Splices: 0
Core Diameter: 62.5

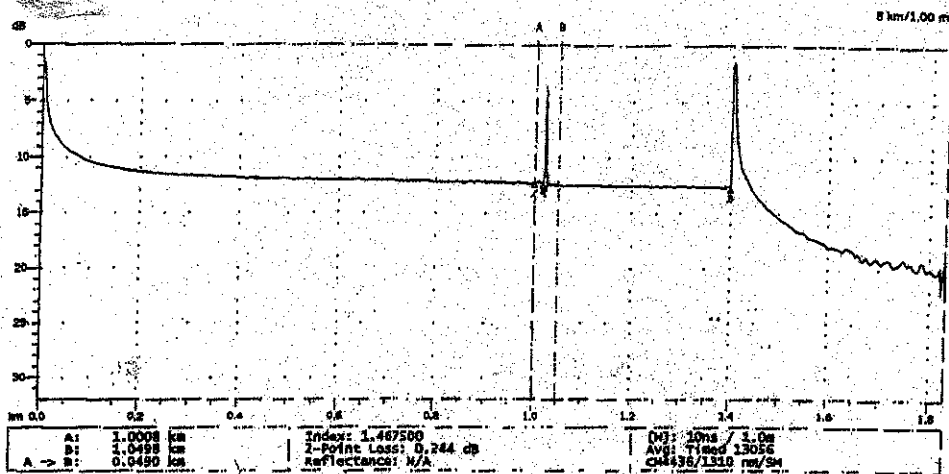
Length: PASS Limit: 6560ft
Measured Length Delay
75ft 114ns

Optical Loss: PASS

Wavelength	Loss dB	Limit dB	Margin dB	Status
850nm	1.36dB	3.08dB	1.72dB	PASS
1300nm	1.04dB	3.03dB	1.99dB	PASS

Operator: _____ Date: _____

Comments: _____ END REPORT



Page 1

File Name:
 Test Site:
 Far Site:
 Wavelength:
 Fiber #:
 # of Events:
 Operator:
 Notes:

Primary Trace: Trace Parameters:
 Date: Mode: N/A
 Time: Range: 8 km
 Product Type: CM44000 Resolution: 1.00 m
 Opt. Module: CM4436 Pulse Width: 10 ns
 Fiber Type: Singlemode Wavelength: 1310 nm
 FAS Thresholds: Index: 1.467500
 Loss: 0.05 db Horz. Shift: 0.00 km
 Reflectance: -70.00 db Vert. Shift: 0.00 db
 Fiber Break: 3.00 db No. Averages: 13056
 Backscatter: -80.0
 Trace Flags: FAS, Smooth

Analysis Results --

Feature #/Type	Location (km)	Event-Event (db) (db/km)	Loss (db)	Ref1 (db)
1/N	1.0000	0.49 0.491	-0.13	
2/R	1.0174	?? ??	0.27	>-52.99
3/R	1.3994	?? ??	-1.11	>-47.92S
4/E	1.8314	8.92 20.646	>3.00	>-71.08

Overall (End-to-End) Loss: 8.65 db
 ORL : N/A



CERTIFICATE OF COMPLIANCE AND CALIBRATION

This Certificate certifies that the material furnished as listed below has been tested, manufactured, calibrated and/or inspected in accordance with the requirements of all applicable specifications.

Inspections and/or tests and Calibration have been performed, as applicable, on both a variable and attribute basis at:



IDEAL INDUSTRIES, Inc
9145 Balboa Avenue
San Diego, CA 92123

Calibration compliance is achieved by comparison to a calibrated standard, an Automated Test Equipment (ATE) Station, in accordance with IDEAL LANTEK System Factory Calibration Procedure 0028-00-0434 on file at the above address. These procedures document the periodicity, methods, and maintenance of calibration certificates showing traceability of calibration of the ATE with a Network Analyzer with calibration certificates documenting traceability to the National Institute of Standards and Technology (NIST).

Objective evidence in the form of test/or inspection reports for the equipment listed below is maintained at the above address.

Customer name: NEW

Display Handset Model: 7 Serial No. 0410124

Remote Handset Model: 7 Serial No. 0410142

Date received: _____

Condition received: _____

Date of Calibration: 3-31-04

Environmental Conditions: Temperature: 22 °C Relative Humidity: 44%

Firmware Version: 1.401

Uncertainty of measurement statement: The measurement accuracy of LANTEK 6 & 7 is verified semiannually via random testing by Intertek Testing Services (ITS), a division of ETL Semko, to be compliant with the Level III Accuracy Specification as specified by the ANSI/TIA/EIA Standard 568-B2.1, Annex B, Table B.1 "Minimum requirements: baseline level III field tester measurement accuracy," and the harmonized requirement for field tester accuracy in IEC-61935. This table is shown on the reverse side of this certificate. ITS Verification Reports are on file at the above listed address.

Service Technician Performing Calibration: Reid

Recommended Date For Next Calibration: 3/31/09

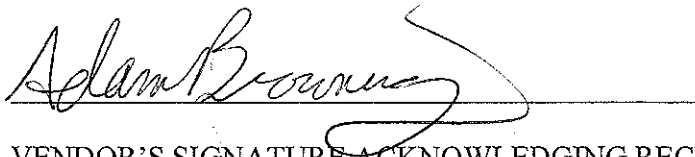
STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
101 East River Drive
East Hartford, CT 06108

RFP 04ITZ0053 – Purchasing, Installation, and Maintenance of Telephone, Cabling and
Peripheral Systems

AMENDMENT # 1 January 6, 2005

1. List of Attendees present at Vendor Conference 1/5/05
2. Link for E-Rate Information -
<http://www.sl.universalservice.org/reference/eligible.asp>

Note: A signature line has been included below. A copy of this page signed in ink is required
with the Proposal to show that vendors have received this Amendment.

A handwritten signature in black ink, appearing to read "Adam Brown", is written over a horizontal line.

VENDOR'S SIGNATURE ACKNOWLEDGING RECEIPT
(THIS PAGE Must be signed and returned WITH PROPOSAL)

APPROVED: _____

HOLLY MILLER-SULLIVAN
DIRECTOR
CONTRACTS AND PURCHASING DIVISION

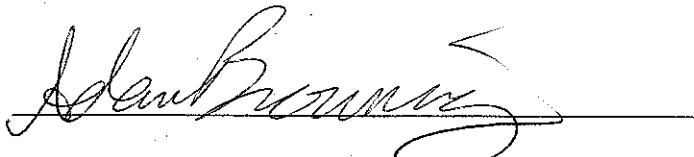
**STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
101 East River Drive
East Hartford, CT 06108**

**RFP 04ITZ0053 – Purchasing, Installation, and Maintenance of Telephone, Cabling and
Peripheral Systems**

AMENDMENT # 2 January 19, 2005

Question and Answer Document from the Vendor Conference on January 5, 2005.

Note: A signature line has been included below. A copy of this page signed in ink is required with the Proposal to show that vendors have received this Amendment.

A handwritten signature in black ink, appearing to read "Adam Brumby", is written over a horizontal line.

VENDOR'S SIGNATURE ACKNOWLEDGING RECEIPT

((This page should be signed and returned WITH PROPOSAL. If vendor fails to submit signed Amendment, vendor will still be responsible for adhering to its content))

APPROVED: _____

**HOLLY MILLER-SULLIVAN
DIRECTOR
CONTRACTS AND PURCHASING DIVISION**