

4

TOWN OF WATERFORD TRANSFER REQUEST FORM

In Series (Over \$1000)

SENIOR SERVICES
DEPARTMENT

Line No.	Org. Code	Object Code	Object Description	APPROVED Budget Amount	CURRENT Budget Amount	Budget Transfer INCREASE	Budget Transfer DECREASE	REVISED Budget Amount
1	10135	51110	Administration	\$ 145,274	\$ 22,500		(4,000)	\$ 18,500
2	10135	51210	Clerical	\$ 225,273	\$ 4,493	1,000		\$ 5,493
3	10135	51635	Instructors	\$ 21,518	\$ (2,090)	3,000		\$ 910
4								
5								\$ -
8								\$ -
9								\$ -
10								\$ -
TOTAL						4,000.00	(4,000.00)	

Explanation:

Additional funds needed to support additional staff and programming for FY 23

dg
Department Head

5/24/2024
Date

Kim Allen
Director of Finance

6/29/2023
Date

First Selectman

Date

Commission/Board Approval

Date

06/29/2023 08:06 Town of Waterford, CT
kallen YEAR-TO-DATE BUDGET REPORT

FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
101 GENERAL FUND						
10135 SENIOR CITIZEN COMMISSION						
51110 ADMINISTRATION						
10135 51110	ADMINISTRATION -14,500.00	145,274.00	122,774.18	0.00	22,499.82	84.5%
51210 CLERICAL AND TECHNICAL						
10135 51210	CLERICAL AND TECHNICAL 0.00	225,273.00	220,780.16	0.00	4,492.84	98.0%
51635 SENIOR PROGRAM INSTRUCTORS						
10135 51635	SENIOR PROGRAM INSTRUCTORS 0.00	21,518.00	23,607.86	0.00	-2,089.86	109.7%*
51810 OVERTIME						
10135 51810	OVERTIME 4,800.00	5,731.00	4,968.84	0.00	762.16	86.7%
51910 FRINGE BENEFITS						
10135 51910	FRINGE BENEFITS 0.00	0.00	0.00	0.00	0.00	.0%
51920 F.I.C.A.						
10135 51920	F.I.C.A. 0.00	31,174.00	27,774.23	0.00	3,399.77	89.1%
52010 ADVERTISING						
10135 52010	ADVERTISING 344.00	344.00	0.00	0.00	344.00	.0%

06/29/2023 08:06 Town of Waterford, CT
kallen YEAR-TO-DATE BUDGET REPORT

FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52020 POSTAGE						
10135 52020	POSTAGE	1,920.00	1,295.36	0.00	624.64	67.5%
52030 PROFESSIONAL FEES						
10135 52030	PROFESSIONAL FEES	2,280.00	720.00	880.00	680.00	70.2%
52039 ADA SERVICES						
10135 52039	ADA SERVICES	450.00	0.00	0.00	450.00	.0%
52040 SERVICE CONT AND REPAIRS						
10135 52040	SERVICE CONT. AND REPAIRS	16,634.00	15,853.08	28.21	752.71	95.5%
52050 DUES CONFER						
10135 52050	DUES, CONFERENCES & EDUCAT	926.00	869.42	0.00	56.58	93.9%
52070 REIMBURSABLE EXPENSES						
10135 52070	REIMBURSABLE EXPENSES	0.00	0.00	0.00	0.00	.0%
52090 HEATING FUEL						
10135 52090	HEATING FUEL	0.00	0.00	0.00	0.00	.0%
52100 ELECTRICITY						
10135 52100	ELECTRICITY	0.00	0.00	0.00	0.00	.0%

06/29/2023 08:06
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Town of Waterford, CT
YEAR-TO-DATE BUDGET REPORT

IP 3
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FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52115 WATER & SEWER CHARGES						
10135 52115	0.00	0.00	0.00	0.00	0.00	.0%
52130 PHYSICAL EXAMINATIONS						
10135 52130	1,216.00	1,216.00	1,079.54	0.00	136.46	88.8%
52380 PROGRAMS						
10135 52380	150.00	2,850.00	889.08	0.00	1,960.92	31.2%
53010 OFFICE SUPPLIES						
10135 53010	507.00	507.00	541.04	0.00	-34.04	106.7%*
53020 OTHER SUPPLIES						
10135 53020	2,715.00	2,865.00	2,848.23	0.00	16.77	99.4%
53070 AUTO REPAIRS						
10135 53070	3,128.00	3,128.00	1,658.04	0.00	1,469.96	53.0%
53080 AUTOMOTIVE MAINTENANCE						
10135 53080	0.00	0.00	0.00	0.00	0.00	.0%
53090 FUELS AND LUBRICANTS						
10135 53090	7,270.00	7,120.00	6,279.07	0.00	840.93	88.2%

06/29/2023 08:06 Town of Waterford, CT
kallen YEAR-TO-DATE BUDGET REPORT

FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
54020 EQUIPMENT						
10135 54020	FITNESS EQUIPMENT 0.00	0.00	0.00	0.00	0.00	.0%
54030 KITCHEN EQUIPMENT						
10135 54030	KITCHEN EQUIPMENT 0.00	120.00	101.12	0.00	18.88	84.3%
54050 AUTOMOTIVE EQUIPMENT						
10135 54050	AUTOMOTIVE EQUIPMENT 1,070.00	1,967.00	1,966.95	0.00	0.05	100.0%
54060 OFFICE EQUIPMENT						
10135 54060	OFFICE EQUIPMENT 0.00	0.00	0.00	0.00	0.00	.0%
TOTAL SENIOR CITIZEN COMMISSION	-23,196.00	471,297.00	434,006.20	908.21	36,382.59	92.3%
TOTAL GENERAL FUND	-23,196.00	471,297.00	434,006.20	908.21	36,382.59	92.3%
TOTAL EXPENSES	-23,196.00	471,297.00	434,006.20	908.21	36,382.59	
GRAND TOTAL	-23,196.00	471,297.00	434,006.20	908.21	36,382.59	92.3%

** END OF REPORT - Generated by Kimberly Allen **

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553
www.waterfordct.org

TO: Board of Selectmen

FROM: Kim Allen, Director of Finance
Jeff Robillard, IT Manager

RE: Additional Appropriation Request

DATE: June 26, 2023

The Town and Board of Education phone system is at end of life. The software can no longer be maintained and issues are now becoming frequent that put the safety of both school and town employees at risk. The school telephone system is the only concrete way for staff to be able to call outside the school during any type of emergency as the buildings materials make cellular phones inconsistent. The upgraded software will also include an added security layer by programming "panic buttons" that will be wired directly to Waterford dispatch in case of an emergency.

We respectfully request an additional appropriation of \$581,700 for capital project 20547-57860 (Telephone System Upgrade)

Regards,

Kim Allen
Jeff Robillard

**TOWN OF WATERFORD
CAPITAL PROJECT REQUEST FORM
2023-2024 FISCAL YEAR REQUEST**

DEPARTMENT/AGENCY INFORMATION TECHNOLOGY	CONTACT PERSON JEFFREY ROBILLARD
PROJECT NAME PHONE SYSTEM UPGRADE REPLACEMENT	DEPARTMENT PRIORITY 2

1	DESCRIPTION AND JUSTIFICATION (describe the type, purpose & anticipated accomplishments of the project)						
	The purpose of the project is to update the Cisco VOIP phone system that provides voice communications and voicemail from town residents, to/from all Town Buildings/Departments, to/from all Board of Education buildings/Departments, and to/from all the Fire Houses to a current supportable secure platform. Most of the current backend equipment and all of the software that makes the phone system function is end of life or past end of life and considered unsupportable. The replacement project will allow the School system, Town, and Fire Houses to run a phone system that is current, reliable, supportable, and secure.						
2	PROJECT STATUS IF IN PROGRESS						
3	LIST OTHER PROJECTS WITHIN YOUR DEPARTMENT OR ANOTHER DEPARTMENT THAT WILL BE IMPACTED BY THIS REQUEST						
4	DESCRIBE THE IMPACT ON DEPARTMENT OPERATING BUDGET (include cost estimate if applicable)						
5	GRANT FUNDING/OTHER FUNDING, if applicable (detailed explanation of grant/other funding, including the amount, source of funding, status, town match, if any. Attach award letter if available)						
6	ATTACH PLAN ESTIMATE, SERVICE AREA MAP AND/OR OTHER SUPPORTING DOCUMENTATION (if none, simply state that in the area below)						
7	COST/FUNDING SOURCE						
	FUNDING SOURCE	APPROVED FUNDING TO DATE	FY2024	FY2025	FY2026	FY2027	FY2028
1	Current Year Capital						
2	Utility Budget/Sewer Cap Maint Fund						
3	Transfer to CNR		581,700				
4	Short/Long-term Bonds						
5	LoCIP (detail in section 5 above)						
6	CNR Undesignated Fund Balance						
7	Federal/State Grants (detail in section 5)						
8	Other Funding (detail in section 5 above)						
	TOTALS	0	581,700				



Itemized Pricing

Quote Prepared for: Waterford Board of Education

Quote Expires: 1/4/2023

CPE MATERIAL

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
Alternate 1				
	Collab Flex (School portion of 520 KW, 5yrs)			
1	A-FLEX-3	Collaboration Flex Plan 3.0	-	-
1	SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	-	-
347	A-FLEX-EAPL	EntW On-Premises Calling	427.16	148,224.52
50	A-FLEX-STD-CUBE	CUBE Standard Trunk Session License	159.40	7,970.00
694	A-FLEX-SRST-E	SRST Endpoints (1)	-	-
347	A-FLEX-P-EA	On-Premises Smart License - EA (1)	-	-
70	A-FLEX-P-ACC	Access Smart License (1)	-	-
174	A-FLEX-P-CA	Common Area Smart License (1)	-	-
416	A-FLEX-P-UCXN	Unity Connection Smart License (1)	-	-
1040	A-FLEX-P-ER	Emergency Responder Smart License (1)	-	-
1	A-FLEX-SW-12.5-K9	On-Premises SW Bundle v12.5 (1)	-	-
1	A-FLEX-SW-14-K9	On-Premises SW Bundle v14 (1)	-	-
	Cisco UC Virtual Servers (HA Pair on each side, 5yrs)			
2	BE6M-M5-K9	Cisco Business Edition 6000M (M5) Appliance, Export Restr SW	9,489.94	18,979.88
2	CON-SNT-BE6MM5K9	5yrs SNTC-8X5XNBD Cisco BE 6000M (M5) (Smartnet)	2,512.46	5,024.92
2	BE6K-PSU	Cisco UCS 770W AC Power Supply for Rack Server	-	-
2	BE6K-RAIDCTRLR	Cisco 12G Modular RAID controller with 2GB cache	-	-

12	BE6K-DISK	300GB 12G SAS 10K RPM SFF HDD	-	-	-
2	R2XX-RAID5	Enable RAID 5 Setting	-	-	-
2	BE6K-CPU	2.2 GHz 4114/85W 10C/13.75MB Cache/DDR4 2400MHz	-	-	-
2	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	-	-	-
2	BE6K-VIRTBAS-7X	Cisco BE Embedded Virt. Basic 7x, BE6K only	-	-	-
2	CON-ECMU-BE6KVIRX	SWSS UPGRADES Cisco BE Embedded Virt. Basic 7x, BE6K o	487.69	975.38	-
3	BE6K-RAM-M6-M5	16GB RDIMM SRx4 3200 (8Gb)	-	-	-
2	UCSC-PSU1-770W=	Cisco UCS 770W AC Power Supply for Rack Server	558.24	1,116.48	-
2	CAB-9K12A-NA=	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	25.97	51.94	-
1	UCSC-PCIE-IRJ45=	Intel I350 Quad Port 1Gb Adapter	1,418.60	1,418.60	-
Head End C8300 SIP Router (DNA Adv, 4FXO, 2FXS, 5yr)					
1	C8300-1N1S-6T	Cisco Catalyst C8300-1N1S-6T Router	9,232.51	9,232.51	-
1	CON-SNTE-C830IN6T	5yrs SNTE-8X5X4 Cisco Catalyst C8300 (Smartnet)	10,615.15	10,615.15	-
1	MEM-C8300-8GB	Cisco Catalyst 8300 Edge 8GB memory	-	-	-
1	M2USB-16G	Cisco Catalyst 8000 Edge M.2 USB 16GB	-	-	-
1	C-RFID-1R	Cisco Catalyst 8000 Edge RFID - 1RU	-	-	-
1	C8300-RM-19-1R	Cisco Catalyst 8300 Rack mount kit - 19" 1R	-	-	-
1	C8300-PIM-BLANK	Cisco Catalyst 8300 Edge PIM Blank	-	-	-
1	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	-	-	-
1	TE-R-SW	TE agent for IOSXE on Enterprise Routing	-	-	-
1	IOSXE-AUTO-MODE	IOS XE Autonomous boot up mode for Unified image	-	-	-
1	SC8KBEUK9-176	UNIVERSAL	-	-	-
2	PWR-CC1-400WAC	Cisco C8300 1RU AC Power supply	-	-	-
2	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	-	-	-
1	NIM-PVDM-64	NIM with 64-channel DSP	2,853.69	2,853.69	-
1	NIM-2FXS/4FXOP	2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module	1,246.87	1,246.87	-
1	C-SM-NIM-ADPT	Cisco Catalyst SM to NIM Module Adaptor	1,258.99	1,258.99	-
1	DNA-P-T0-A-3Y	Cisco DNA Advantage On-Prem Lic 3Y - upto 25M (Aggr, 50M)	2,968.52	2,968.52	-
1	SVS-PDNA-ADV	Embedded Support for SW - Tiered DNA Advantage On-Prem	-	-	-
1	DSTACK-T0-A	Cisco DNA Advantage Stack - upto 25M (Aggr, 50M)	-	-	-

1	NWSTACK-T0-A	Cisco Network Advantage Stack - upto 25M (Aggr, 50M)	-	-	-
1	SDWAN-UMB-ADV	Cisco Umbrella for DNA Advantage	-	-	-
1	DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN	-	-	-
	C8200 (DNA Adv, 2FXO, 5yr)				
3	C8200-1N-4T	Cisco Catalyst C8200-1N-4T Router	3,776.93	11,330.79	
3	CON-SNT-C82001N4	5yrs SNTC-8X5XNBD Cisco Catalyst C8200 (Smartnet)	3,029.03	9,087.09	
3	MEM-C8200-8GB	Cisco Catalyst 8200 Edge 8GB memory	-	-	
3	M2USB-16G	Cisco Catalyst 8000 Edge M.2 USB 16GB	-	-	
3	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	-	-	
3	C-RFID-1R	Cisco Catalyst 8000 Edge RFID - 1RU	-	-	
3	C8200-RM-19-1R	Cisco Catalyst 8200 Rack mount kit - 19" 1R	-	-	
3	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	-	-	
3	C8200-PIM-BLANK	Cisco Catalyst 8200 Edge PIM Blank	-	-	
3	TE-R-SW	TE agent for IOSXE on Enterprise Routing	-	-	
3	IOSXE-AUTO-MODE	IOS XE Autonomous boot up mode for Unified image	-	-	
3	SC8KBEUK9-176	UNIVERSAL	-	-	
3	SVS-PDNA-ADV	Embedded Support for SW - Tiered DNA Advantage On-Prem	-	-	
3	SDWAN-UMB-ADV	Cisco Umbrella for DNA Advantage	-	-	
3	DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN	-	-	
3	DNA-P-T0-A-3Y	Cisco DNA Advantage On-Prem Lic 3Y - upto 25M (Aggr, 50M)	2,968.52	8,905.56	
3	NWSTACK-T0-A	Cisco Network Advantage Stack - upto 25M (Aggr, 50M)	-	-	
3	DSTACK-T0-A	Cisco DNA Advantage Stack - upto 25M (Aggr, 50M)	-	-	
3	NIM-2FXO	2-port Network Interface Module - FXO (Universal)	419.66	1,258.98	
	Analog GWs (5yrs)				
4	VG400-4FXS/4FXO	Cisco VG400 Analog Voice Gateway	3,440.01	13,760.04	
4	CON-SNT-VG4004FO	5yrs SNTC-8X5XNBD Cisco VG400 Analog Voice G/w (Smartnet)	2,197.10	8,788.40	
4	SL-VG400-UC-K9	Unified Communication License for VG400 Series	-	-	
4	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	-	-	
4	PWR-VG400-AC	AC Power Supply for Cisco VG400	-	-	
4	SVG400UK9-175	Cisco VG400 Series IOS XE Universal Image	-	-	
1		Cisco Smartnet years 1-5	35,078.71	35,078.71	

1	S&H	Freight	1,277.24	1,277.24
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*note wall mounts and labor not included in phone pricing

PROJECT SUMMARY

Material Summary	\$	301,424.26
Labor Summary	\$	22,799.98
Total Customer Price	\$	324,224.24
Annual Payment	\$	64,844.85

* All work to be performed during normal business hours Monday through Friday between 8:00am and 5:00pm unless otherwise specified.

* Additional taxes may apply to both upfront and monthly charges and vary by location.

TOTAL COMMUNICATIONS

Itemized Pricing

Quote Prepared For: Town of Waterford

Quote Expires: 1/4/2023

CPE MATERIAL

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
Base Quote				
	Collab Flex (Town portion of 520 KW, 5yrs)			
1	A-FLEX-3	Collaboration Flex Plan 3.0	-	-
1	SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	-	-
173	A-FLEX-EAPL	EnIW On-Premises Calling	427.16	73,898.68
50	A-FLEX-STD-CUBE	CUBE Standard Trunk Session License	159.40	7,970.00
346	A-FLEX-SRST-E	SRST Endpoints (1)	-	-
173	A-FLEX-P-EA	On-Premises Smart License - EA (1)	-	-
34	A-FLEX-P-ACC	Access Smart License (1)	-	-
86	A-FLEX-P-CA	Common Area Smart License (1)	-	-
208	A-FLEX-P-UCXN	Unity Connection Smart License (1)	-	-
520	A-FLEX-P-ER	Emergency Responder Smart License (1)	-	-
1	A-FLEX-SW-12.5-K9	On-Premises SW Bundle v12.5 (1)	-	-
1	A-FLEX-SW-14-K9	On-Premises SW Bundle v14 (1)	-	-
	Cisco UC Virtual Servers (HA Pair on each side, 5yrs)			
2	BE6M-M5-K9	Cisco Business Edition 6000M (M5) Appliance, Export Restr SW	9,489.94	18,979.88
2	CON-SNT-BE6MM5K9	5yrs SNTC-8X5XNBD Cisco BE 6000M (M5) (Smartnet)	2,512.46	5,024.92
2	BE6K-PSU	Cisco UCS 770W AC Power Supply for Rack Server	-	-
2	BE6K-RAIDCTRLR	Cisco 12G Modular RAID controller with 2GB cache	-	-

12	BE6K-DISK	300GB 12G SAS 10K RPM SFF HDD	-	-
2	R2XX-RAID5	Enable RAID 5 Setting	-	-
2	BE6K-CPU	2.2 GHz 4114/85W 10C/13.75MB Cache/DDR4 2400MHz	-	-
2	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	-	-
2	BE6K-VIRTBAS-7X	Cisco BE Embedded Virt. Basic 7x, BE6K only	-	-
2	CON-ECMU-BE6K/IRX	SWSS UPGRADES Cisco BE Embedded Virt. Basic 7x, BE6K o	487.69	975.38
3	BE6K-RAM-M6-M5	16GB RDIMM SRx4 3200 (8Gb)	-	-
2	UCSC-PSU1-770W=	Cisco UCS 770W AC Power Supply for Rack Server	558.24	1,116.48
2	CAB-9K12A-NA=	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	25.97	51.94
1	UCSC-PCIE-IRJ45=	Intel i350 Quad Port 1Gb Adapter	1,418.60	1,418.60
	Head End C8300 SIP Router (DNA Adv, 4FXO, 2FXS, 5yr)			
3	C8300-1N1S-6T	Cisco Catalyst C8300-1N1S-6T Router	9,232.51	27,697.53
3	CON-SNTE-C830IN6T	5yrs SNTE-8X5X4 Cisco Catalyst C8300 (Smartnet)	10,615.15	31,845.45
3	MEM-C8300-8GB	Cisco Catalyst 8300 Edge 8GB memory	-	-
3	M2USB-16G	Cisco Catalyst 8000 Edge M.2 USB 16GB	-	-
3	C-RFID-1R	Cisco Catalyst 8000 Edge RFID - 1RU	-	-
3	C8300-RM-19-1R	Cisco Catalyst 8300 Rack mount kit - 19" 1R	-	-
3	C8300-PIM-BLANK	Cisco Catalyst 8300 Edge PIM Blank	-	-
3	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	-	-
3	TE-R-SW	TE agent for IOSXE on Enterprise Routing	-	-
3	IOSXE-AUTO-MODE	IOS XE Autonomous boot up mode for Unified image	-	-
3	SC8KBEUK9-176	UNIVERSAL	-	-
6	PWR-CC1-400WAC	Cisco C8300 1RU AC Power supply	-	-
6	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	-	-
3	NIM-PVDM-64	NIM with 64-channel DSP	2,853.69	8,561.07
3	NIM-2FXS/4FXOP	2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module	1,246.87	3,740.61
3	C-SM-NIM-ADPT	Cisco Catalyst SM to NIM Module Adaptor	1,258.99	3,776.97
3	DNA-P-T0-A-3Y	Cisco DNA Advantage On-Prem Lic 3Y - upto 25M (Aggr, 50M)	2,968.52	8,905.56
3	SVS-PDNA-ADV	Embedded Support for SW - Tiered DNA Advantage On-Prem	-	-
3	DSTACK-T0-A	Cisco DNA Advantage Stack - upto 25M (Aggr, 50M)	-	-

3	NWSTACK-I0-A	Cisco Network Advantage Stack - upto 25M (Aggr, 50M)	-	-
3	SDWAN-UMB-ADV	Cisco Umbrella for DNA Advantage	-	-
3	DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN	-	-
1	Addl Port Cards (2FXO for EoC1 and 4FXO for EoC2)		-	-
1	NIM-2FXO=	2-port Network Interface Module - FXO (Universal)	525.20	525.20
1	NIM-4FXO=	4-port Network Interface Module - FXO (Universal)	1,027.02	1,027.02
	Analog GWs (EoC1 and EoC2, 5yrs)			
2	VG400-4FXS/4FXO	Cisco VG400 Analog Voice Gateway	3,440.01	6,880.02
2	CON-SNT-VG4004FO	5yrs SNTC-8X5XNBD Cisco VG400 Analog Voice G/w (Smartnet)	2,197.10	4,394.20
2	SL-VG400-UC-K9	Unified Communication License for VG400 Series	-	-
2	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	-	-
2	PWR-VG400-AC	AC Power Supply for Cisco VG400	-	-
2	SVG400UK9-175	Cisco VG400 Series IOS XE Universal Image	-	-
	Analog GWs (Both for EoC1, 5yrs)			
2	VG400-8FXS	Cisco VG400 Analog Voice Gateway	3,354.05	6,708.10
2	CON-SNT-VG4008X	5yrs SNTC-8X5XNBD Cisco VG400 Analog Voice G/w (Smartnet)	2,140.43	4,280.86
2	SL-VG400-UC-K9	Unified Communication License for VG400 Series	-	-
2	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	-	-
2	PWR-VG400-AC	AC Power Supply for Cisco VG400	-	-
2	SVG400UK9-175	Cisco VG400 Series IOS XE Universal Image	-	-
	C8200 - Comm Ctr (DNA Adv, 4FXO, 2FXS, 5yr)			
1	C8200-1N-4T	Cisco Catalyst C8200-1N-4T Router	3,776.93	3,776.93
1	CON-SNT-C82001N4	5yrs SNTC-8X5XNBD Cisco Catalyst C8200 (Smartnet)	3,029.03	3,029.03
1	MEM-C8200-8GB	Cisco Catalyst 8200 Edge 8GB memory	-	-

1	M2USB-16G	Cisco Catalyst 8000 Edge M.2 USB 16GB	-	-
1	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	-	-
1	C-RFID-1R	Cisco Catalyst 8000 Edge RFID - 1RU	-	-
1	C8200-RM-19-1R	Cisco Catalyst 8200 Rack mount kit - 19" 1R	-	-
1	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	-	-
1	C8200-PIM-BLANK	Cisco Catalyst 8200 Edge PIM Blank	-	-
1	TE-R-SW	TE agent for IOSXE on Enterprise Routing	-	-
1	IOSXE-AUTO-MODE	IOS XE Autonomous boot up mode for Unified image	-	-
1	SC8KBEUK9-176	UNIVERSAL	-	-
1	SVS-PDNA-ADV	Embedded Support for SW - Tiered DNA Advantage On-Prem	-	-
1	SDWAN-UMB-ADV	Cisco Umbrella for DNA Advantage	-	-
1	DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN	-	-
1	DNA-P-T0-A-3Y	Cisco DNA Advantage On-Prem Lic 3Y - upto 25M (Aggr, 50M)	2,968.52	2,968.52
1	NWSTACK-T0-A	Cisco Network Advantage Stack - upto 25M (Aggr, 50M)	-	-
1	DSTACK-T0-A	Cisco DNA Advantage Stack - upto 25M (Aggr, 50M)	-	-
1	NIM-2FXS/4FXOP	2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module	1,246.87	1,246.87
1		Cisco Smartnet years 2-5	17,333.66	17,333.66
1	S&H	Freight	638.61	638.61

PROJECT SUMMARY

Material Summary	\$ 246,772.09
Labor Summary	\$ 10,699.99
Total Customer Price	\$ 257,472.08
Annual Payment	\$ 51,494.42

* All work to be performed during normal business hours Monday through Friday between 8:00am and 5:00pm unless otherwise specified.

* Additional taxes may apply to both upfront and monthly charges and vary by location.



The bridge to possible

Data sheet
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Cisco Business Edition 6000 Solutions

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Cisco Business Edition 6000 14 (Collaboration System Release Version 14)

The Cisco® Business Edition 6000 (BE6000) gives employees a full range of collaboration tools: premium voice, video, messaging, instant messaging and presence, conferencing, video conferencing, contact center services, mobility capabilities, and more. With these tools your small or midsize business can boost productivity among employees and strengthen relationships with customers and business partners. And they can help you speed decision making and reduce time to market.

Cisco BE6000 is purpose-built for companies with 25 to 1000 employees. The solutions consist of one or more modular, stackable servers so you can easily add more capacity to support additional users. And because they use virtualization technology, they pack a lot of collaboration tools into a small form factor.

Cisco BE6000 is delivered with a suite of preloaded, ready-to-activate unified communications and collaboration applications. And as your business needs grow, you can easily “turn on” the additional application options supported, including emergency services, contact center, video conferencing, edge connectivity, and more. Cisco BE6000 and Cisco Webex can be purchased together with a subscription using the [Cisco Collaboration Flex Plan](#), which enables customers to simplify purchasing with meetings, messaging, and calling capabilities in one offer.

With these choices in size and functionality, you can select a collaboration engine that meets your business’s specific needs.

Platform model options

Cisco BE6000 platforms are built on virtualized Cisco Unified Computing System™ (Cisco UCS®) products, which are designed for performance and density over a wide range of company sizes and business workloads. There are three models:

- BE6000H: Supports multiple applications (typically 8 to 10) in a single virtualized server platform; maximum capacity of 1000 users, 2500 devices, and 100 contact center agents. Ideal for medium- to large-scale end-to-end collaboration deployments (see Figure 1).
- BE6000M: Supports multiple applications (typically 5 to 7) in a single virtualized server platform; maximum capacity of 1000 users, 1200 devices, and 100 contact center agents. Ideal for medium-scale end-to-end collaboration deployments.

The servers are delivered ready for use, with a preinstalled virtualization hypervisor and preloaded software, ready to install. Specific details of BE6000 platform components are available at the links provided in following section.

-
- Cisco Emergency Responder helps assure that Cisco Unified Communications Manager sends emergency calls to the appropriate United States Public Safety Answering Point (PSAP) for the caller's location, and that the PSAP can identify the caller's location and return the call if necessary. The system automatically tracks and updates equipment moves and changes, helping ensure better compliance with legal or regulatory obligations and reducing the risk of liability related to emergency calls as a result.
 - Cisco Paging Server provides paging capabilities for all users. It supports basic and advanced paging features. Basic paging features require no license and allow point-to-point or group audio paging between groups of up to 50 Cisco IP phones. An advanced paging license allows unlimited paging groups. It also makes possible other advanced functions, including paging to overhead analog and IP speakers, bell scheduling, prioritizing emergency notifications with the call-barge option, prerecorded and text-only pages, integration with social media sites for notification, email and Short Message Service (SMS) mass notification and all-number monitoring, Emergency Services alerting, and integration with Cisco Jabber clients.

Messaging

- Cisco Unified Communications Manager IM and Presence Service provides embedded standards-based enterprise instant messaging and network-based presence. The service is secure, scalable, easy to manage, and rich in features. It's tightly integrated with Cisco Jabber® desktop and mobile instant messaging and presence clients and the Cisco Jabber Software Development Kit (SDK). Collaboration clients such as Cisco Jabber use products from the Cisco collaboration portfolio to perform many functions, such as instant messaging, presence, click-to-call, phone control, voice, video, visual voicemail, and web collaboration.

Contact Center

- Cisco Unified Contact Center Express product line helps businesses and organizations deliver a connected digital experience, enabling you to provide contextual, continuous, and capability-rich journeys for your customers, across time and channels. This easy-to-deploy and easy-to-use solution is designed for midmarket companies or enterprise branch offices. Secure and highly available, it supports powerful agent-based services and fully integrated self-service applications, including Automatic Call Distributor (ACD), Interactive Voice Response (IVR), Computer Telephony Integration (CTI), and digital channels, including email and chat.

Edge

- Cisco Expressway™ is an advanced gateway that helps make collaboration as simple, secure, and effective outside the organization as it is inside. Expressway provides remote access to mobile users and teleworkers, without the need for a separate VPN client. It supports business-to-business and business-to-consumer collaboration, and video interoperability with third-party standards-based systems. Expressway also enables seamless hybrid collaboration experiences, connecting on-premises unified communications assets to Cisco Webex® cloud services.

Management

- Cisco Prime® Collaboration Provisioning provides an automated process for initial deployments and for ongoing moves, adds, changes, and deletions. An intuitive user interface provides a single view of a subscriber and the subscriber's services. Cisco Prime Collaboration Provisioning significantly accelerates site rollouts and dramatically reduces the time required for ongoing changes. The result? Exceptional productivity gains and lower operating expenses. In addition, Cisco Prime Collaboration Provisioning simplifies the tasks, allowing organizations to optimize IT resources and further reduce total cost of ownership.
- Cisco Prime Collaboration Deployment is an application that is designed to assist in the management of unified communications applications. It allows you to perform tasks such as migration of older software versions to new virtual machines, fresh installs, and upgrades of existing applications.
- Cisco TelePresence® Management Suite offers flexible scheduling capabilities for video meetings, including the ability to integrate with Microsoft Exchange and Microsoft Office 365. At the core of the Cisco collaboration infrastructure portfolio, the suite facilitates on-premises video collaboration. It works with Cisco Meeting Server and Cisco TelePresence Server deployments.

Meetings

- **(Not preloaded)** Cisco Meeting Server brings premises-based video, audio, and web communication together to meet the collaboration needs of the modern workplace. It works with third-party devices and provides an enjoyable and intuitive user experience. It also scales easily and can be purchased using our all-in-one, user-based multiparty licensing offer.

In addition, when used with a Cisco Business Edition Embedded Virtualization Basic license, BE6000M and BE6000H platform models support co-residency of approved third-party collaboration applications as described in the Co-Residency Policy. Cisco Business Edition Embedded Virtualization Basic licenses may be replaced with a higher-tier feature edition to host any application if required.

Solution specifications: System capacity

Tables 1 and 2 list the system capacities supported by the BE6000 platform models. For solution design guidance and deployment models, please refer to the Preferred Architecture for Midmarket Collaboration and Cisco Validated Designs guides. The Cisco Solutions Reference Network Design (SRND) guides and the Cisco Collaboration Virtualization document are also available for more advanced implementations, as required.

Table 1. Cisco BE6000M and BE6000H Models System Capacity

Attribute	Capacity
Maximum number of users	1000
Maximum number of mailboxes and voicemail ports	1000 mailboxes and 24 voicemail ports
Number of contact center agents	100
Number of presence users	1000
Number of devices supported	BE6000H: 2500 devices BE6000M: 1200 devices

Attribute	Capacity
Maximum number of co-resident applications	BE6000H: varies by deployment, typically 8 to 10 per appliance BE6000M: varies by deployment, typically 5 to 7 per appliance

Table 2. Ordering Cisco Business Edition 6000 Platform Models

Part Number	Description
BE6H-M5-K9	Cisco Business Edition 6000H Svr (M5), Export Restricted SW
BE6H-M5-XU	Cisco Business Edition 6000H Svr (M5), Export Unrestrict. SW
BE6M-M5-K9	Cisco Business Edition 6000M Svr (M5), Export Restricted SW
BE6M-M5-XU	Cisco Business Edition 6000M Svr (M5), Export Unrestrict. SW

Licensing

The collaboration applications in the BE6000 platform models are licensed on a per-user basis. Each BE6000 customer may purchase a Cisco Collaboration Flex Plan subscription at various feature levels for each of their users and common area devices. Cisco Collaboration Flex Plan provides simplified purchasing with flexible payment options, easily extensible functionality from calling and messaging to meetings and contact center, flexible migration to the cloud and enhanced visibility into collaboration usage. For more information, see <https://www.cisco.com/c/en/us/products/unified-communications/collaboration-flex-plan/index.html>.

Ordering information

To order any BE6000 platform model, simply purchase the required number of appliances and add application subscriptions to enable the required mix of features and number of users. Cisco channel partners and resellers can refer to the [Cisco Business Edition 6000 Ordering Guide](#) for further information.

To place an order, contact your local Cisco representative or visit [Cisco.com](https://www.cisco.com) [Locate a Partner](#) and search on "Advanced Collaboration Architecture Specialization (ACAS)," or "Cisco Express Collaboration Specialization" to find a certified unified communications partner in your local area.

Cisco Unified Communications Services

Cisco Unified Communications Services help you accelerate cost savings and productivity gains associated with deploying Cisco Unified Communications in your network. Delivered by Cisco and our certified partners, our portfolio of deployment and technical support services is based on proven methodologies for unifying voice, video, data, and mobile applications on fixed and mobile networks. Our unique lifecycle approach to these services can help you provide your users with powerful new ways to collaborate with co-workers, partners, and customers across any workspace to accelerate business advantage.

To learn more, please visit <https://www.cisco.com/go/ucservices>.

Cisco Capital

Flexible payment solutions to help you achieve your objectives

Cisco Capital makes it easier to get the right technology to achieve your objectives, enable business transformation and help you stay competitive. We can help you reduce the total cost of ownership, conserve capital, and accelerate growth. In more than 100 countries, our flexible payment solutions can help you acquire hardware, software, services and complementary third-party equipment in easy, predictable payments.

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For more information

To learn more about Cisco Business Edition 6000 solutions, visit: <https://www.cisco.com/go/be6000>.

To learn more about Cisco's complete portfolio offering for midmarket, visit:
<https://www.cisco.com/go/midmarket>.

To learn more about resources for Cisco channel partners, visit: <https://www.cisco.com/go/bepartner>.

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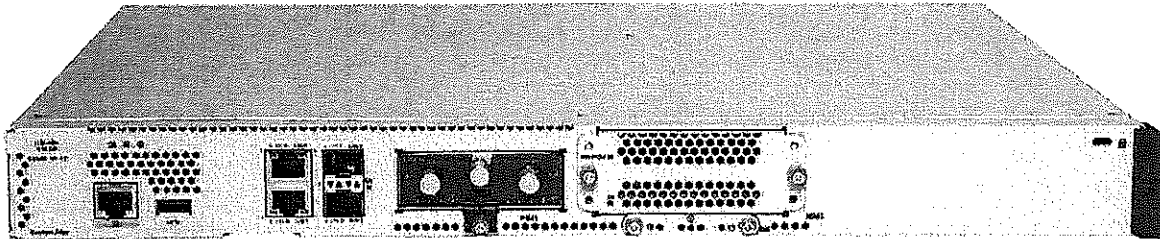
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Cisco Catalyst 8200 Series Edge Platforms

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The Cisco Catalyst 8200 Series Edge Platforms are 5G-ready cloud edge platforms designed for Secure Access Service Edge (SASE), multilayer security, and cloud-native agility to accelerate your journey to cloud.



The Cisco® Catalyst® 8200 Series Edge Platforms with Cisco IOS® XE SD-WAN software deliver Cisco's secure, cloud-scale SD-WAN solution for the small branch. The platforms are purpose-built for performance and integrated SD-WAN services along with flexibility to deliver security and networking services together from the cloud or on premises. They have a wide variety of interface options to choose from, with backward compatibility to existing WAN, LAN, and voice modules. Powered by Cisco IOS XE, a fully programmable software architecture, and API support, the Catalyst 8200 Series can facilitate automation at scale to achieve zero-touch IT capability while migrating workloads to the cloud. The platforms also come with a trustworthy solutions 2.0 infrastructure that secures them against threats and vulnerabilities through advanced integrity verification and remediation of threats.

The 8200 Series is well suited for small and medium-sized enterprise branch offices at optimal price/performance with integrated SD-WAN services.

The Catalyst 8200 Series Edge Platforms are offered in two models: C8200L-1N-4T for the small branch with SASE-compliant, cloud-based security requirements, and C8200-1N-4T for the small to medium-sized branch with requirements for higher throughput, scale, and service flexibility. In addition to supporting SASE-compliant cloud-based security services, the C8200-1N-4T also delivers a flexible system of best-in-class, on-premises security services through container-based apps, using Cisco's third-party ecosystem.

Product overview

Product highlights

Table 1. Product highlights

Product feature	Benefits and description
Multicore processors	• C8200-1N-4T uses an Intel® x86 CPU with 8 GB DRAM memory default • C8200L-1N-4T uses an Intel x86 CPU with 4 GB DRAM memory default • High-performance multicore processors support high-speed WAN connections • Dynamic core allocation architecture will repurpose unused cores into forwarding entities as per the user's configuration
Embedded IPsec VPN hardware acceleration	• C8200-1N-4T enables up to 1 Gbps IPsec traffic • C8200L-1N-4T enables up to 500 Mbps IPsec traffic • Increases scalability for IPsec throughput requirements • SSL and crypto hardware acceleration
Integrated Gigabit Ethernet ports	• Provides four built-in Ethernet WAN ports • Two Ethernet ports are Small Form-Factor Pluggable (SFP) and two are RJ45 ports, enabling fiber as well as copper connectivity
DRAM	• C8200-1N-4T ships with 8 GB DRAM • C8200L-1N-4T ships with 4 GB DRAM • C8200-1N-4T can be upgraded to 16 GB and 32 GB DRAM for higher scale and performance • C8200L-1N-4T can be upgraded to 8GB, 16 GB and 32 GB DRAM for higher scale and performance
Flash memory support	• Both models have an integrated onboard 8-GB flash which is not upgradable. M.2 storage provides flash upgrade options
M.2 storage	• The C8200-1N-4T is shipped with default 16G M.2 storage and can be upgraded to 32G M.2 USB and 600G M.2 Non-Volatile Memory Express (NVMe) Storage • The C8200L-1N-4T does not ship with a default M.2 storage but can be upgraded to 16G, 32G USB and 600G M.2 Non-Volatile Memory Express (NVMe) Storage
Power supply	• Both models use an internal, fixed AC power supply • Power over Ethernet (PoE) is available as an option • PoE ports added in the Network Interface Module (NIM) slot will require an additional external PoE power supply
Modularity and form factor	• 1-Rack Unit (1RU) form factor • Supports NIM and Pluggable Interface Module (PIM) slots
Integrated security	• Hardware-anchored Secure Boot and Secure Unique Device Identification (SUDI) support for Plug and Play to verify the identity of the hardware and software

Platform details

Models and configurations



Figure 1.
Catalyst 8200 Series with 1 NIM slot and 4x 1 Gigabit Ethernet WAN ports

Tables 2 and 3 detail platform specifications and performance, respectively.

Table 2. Platform specifications

Model	Description	1G port density	Slots	Memory (DRAM) default	Storage (M.2 SSD) default
C8200-1N-4T	C8200 1RU w/ 1 NIM slot and 4x 1 Gigabit Ethernet WAN ports	4	1 NIM 1 PIM	8 GB	16 GB
C8200L-1N-4T	C8200L 1RU w/ 1 NIM slot and 4x 1 Gigabit Ethernet WAN ports	4	1 NIM 1 PIM	4 GB	No

*16GB eUSB M.2 can only be ordered as a spare.

Platform performance

Table 3a Cisco controller mode (SD-WAN) performance specifications

Feature	C8200-1N-4T	C8200L-1N-4T
SD-WAN IPsec throughput (1400 bytes)	Up to 1 Gbps	Up to 500 Mbps
SD-WAN IPsec throughput (IMIX*)	900 Mbps	400 Mbps
SD-WAN overlay tunnels scale	2500	1500

*IMIX is average packet size of 352 bytes.

Table 3b Cisco autonomous mode (non SD-WAN) performance specifications

Feature	C8200-1N-4T	C8200L-1N-4T
IPv4 forwarding throughput (1400 bytes)	Up to 3.8 Gbps	Up to 3.8 Gbps
IPsec throughput (1400 bytes)	Up to 1 Gbps	Up to 500 Mbps
Number of IPsec Static Virtual Tunnel Interface (SVTI) tunnels	2500	1500

Table 3c Cisco autonomous mode (non SD-WAN) system scalability

Feature	C8200-1N-4T	C8200L-1N-4T
Number of Access Control Lists (ACLs) per system	4000	4000
Number of IPv4 Access Control Entries (ACEs) per system	72,000	72,000
Number of IPv4 routes	1.6M with default 8 GB, up to 4M with 32 GB	800,000 with default 4 GB, up to 4M with 32 GB
Number of IPv6 routes	1.5M with default 8 GB, up to 4M with 32 GB	800,000 with default 4 GB, up to 4M with 32 GB
Number of queues	16,000	16,000
Number of Network Address Translation (NAT) sessions	1.2M with default 8 GB, up to 2M with 32 GB	600,000 with default 4 GB, up to 2M with 32 GB
Number of firewall sessions	512,000	512,000
Number of Virtual Route Forwarding (VRF) instances	4000	2000

Overall platform benefits

Accelerated services with Cisco Software-Defined WAN

Cisco SD-WAN is a set of intelligent software services that allow you to connect users, devices, and branch office locations reliably and securely across a diverse set of WAN transport links. The Cisco Catalyst 8000 Edge Platforms Family can dynamically route traffic across the “best” link based on up-to-the-minute application and network conditions for great application experiences. With Cisco SD-WAN you get tight control over application performance, bandwidth usage, data privacy, and availability of your WAN links. This control is critical as branches conduct greater volumes of mission-critical business using both on-premises and cloud controllers.

Application performance optimization

Ensure that SD-WAN networks meet Service-Level Agreements (SLAs) and maintain strong performance, even if network problems occur. With branch multicloud access, you can accelerate your Software-as-a-Service (SaaS) applications with a simple template push from the SD-WAN controller. Features such as TCP optimization, Forward Error Correction (FEC), and packet duplication enhance application performance for a better user experience.

Multilayer security

You can now move your traditional and complex WAN networks into an agile, software-defined WAN with integrated security. The Catalyst 8200 Series Edge Platforms connect branch offices to the internet and cloud with industry-leading protection against major web attacks. Secure Direct Internet Access (DIA) from the branches helps optimize branch workloads for improved performance, specifically for cloud-hosted applications. At the same time, secure DIA helps ensure that your branch is protected from external threats.

Application visibility

Applications and users are more distributed than ever, and the internet has effectively become the new enterprise WAN. As organizations continue to embrace internet, cloud, and SaaS, network and IT teams are challenged to deliver consistent and reliable connectivity and application performance over networks and services they don't own or directly control.

The Catalyst 8200 Series Edge Platforms are integrated with Cisco ThousandEyes internet and cloud intelligence. IT managers now have expanded visibility, including hop-by-hop analytics, into network underlay, proactive monitoring of SD-WAN overlay, and performance measurement of SaaS applications. This granular visibility ultimately lowers the Mean Time to Identification of Issues (MTTI) and accelerates resolution time.

Unified communications

The Catalyst 8200 Series Edge Platforms offer rich voice services in both SD-WAN and traditional Cisco IOS XE software feature stacks. Cisco is the only SD-WAN vendor to natively integrate analog and digital IP directly into single Customer Premises Equipment (CPE), reducing CapEx and OpEx. In SD-WAN mode, the Catalyst 8200 Series also helps prevent internal and external outages with Survivable Remote Site Telephony (SRST), enabling branch routers to assume the role of call control PBX for telephony survivability. They also continue to support a long list of traditional Cisco IOS XE voice use cases such as Cisco Unified Border Element (CUBE) Session Border Controller (SBC), Cisco Unified Communications Manager Express (CUCME), Survivable Remote Site Telephony (SRST), ISDN, and voice over IP.

Cloud-native agility with a programmable software architecture

Cisco continues to offer a feature-rich traditional Cisco IOS XE routing stack on the Catalyst 8200 Series. IP routing, IPsec, QoS, firewall, NAT, Network-Based Application Recognition (NBAR), Flexible NetFlow (FNF), and many other features are part of Cisco IOS XE, a fully programmable software architecture with API support and a wide variety of protocols and configurations. With an integrated software image and a single binary file, you can now choose between Cisco IOS XE SD-WAN and Cisco IOS XE. And you can easily move from one to the other when you choose to do so.

5G-ready

The Catalyst 8200 Series Edge Platforms are built for high-speed Cat18 LTE and 5G networks. With the higher throughputs from Cat18 LTE and 5G, wireless WAN solutions are becoming feasible options for primary transport use cases. These platforms supports both integrated pluggable modules as well as external Cellular Gateways with Cat18 LTE and 5G capability for improved throughput that addresses those use cases. An integrated PIM module or external Cellular Gateway can be chosen based on a specific branch's cellular coverage, or work in tandem forming a high-availability Active-Active cellular WAN solution

Interface flexibility

Layer 2 (Switched) and Layer 3 (Routed) ports

The Catalyst 8200 Series continues Cisco's support for a flexible single-box solution with both switching and routing for a small branch. Layer 2 NIM modules provides 4- and 8-port switching with PoE capability and NIM based Layer 3 port modules provides extended Layer 3 port density in addition to the four embedded Layer 3 ports

Voice modules

The Catalyst 8200 Series continues Cisco's support for a variety of voice modules for the different voice needs at the branch. Voice module examples include Foreign Exchange Station (FXS), Foreign Exchange Office (FXO), Digital Signal Processor (DSP), etc.

Supported modules

Table 4. Modules supported

Product number	Description
Ethernet Layer 3 Interface	
C-NIM-1M	1-port 2.5/1Gbps RJ-45 WAN, 90W Poe 802.3 af/at/bt NIM
C-NIM-2T	2-port 100Mbps/1Gbps dual-mode RJ45/SFP NIM with WAN MACSec
LAN modules	
NIM-ES2-4	Cisco 4-port Gigabit Ethernet switch NIM
NIM-ES2-8	Cisco 8-port Gigabit Ethernet switch NIM
NIM-ES2-8-P	Cisco 8-port Gigabit Ethernet switch NIM with PoE 802.3 af/at support
Voice modules	
NIM-2FXO	2-port FXO NIM
NIM-4FXO	4-port FXO NIM
NIM-2FXSP	2-port FXS NIM
NIM-4FXSP	4-port FXS NIM
NIM-2FXSP/4FXOP	2-port FXS and 4-port FXO NIM
NIM-4E/M	4-port E/M NIM
NIM-2BRI-NT/TE	2-port BRI (NT and TE) NIM
NIM-4BRI-NT/TE	4-port BRI (NT and TE) NIM
NIM-PVDM-32	32-channel voice DSP NIM

Product number	Description
NIM-PVDM-64	64-channel voice DSP NIM
NIM-PVDM-128	128-channel voice DSP NIM
NIM-PVDM-256	256-channel voice DSP NIM
NIM-1MFT-T1/E1	1-port multiflex trunk voice/clear-channel data T1/E1 module
NIM-2MFT-T1/E1	2-port multiflex trunk voice/clear-channel data T1/E1 module
NIM-4MFT-T1/E1	4-port multiflex trunk voice/clear-channel data T1/E1 module
NIM-8MFT-T1/E1	8-port multiflex trunk voice/clear-channel data T1/E1 module
DSL/broadband	
NIM-VAB-A	Multi-mode VDSL2/ADSL/2/2+ NIM Annex A
NIM-VA-B	Multi-mode VDSL2/ADSL/2/2+ NIM Annex B
NIM-VAB-M	Multi-mode VDSL2/ADSL/2/2+ NIM Annex M
NIM-4SHDSL-EA	Multi-mode G.SHDSL NIM
Channelized T1/E1 and ISDN PRI	
NIM-1CE1T1-PRI	1-port Multiflex trunk voice/channelized data T1/E1 module
NIM-2CE1T1-PRI	2-port Multiflex trunk voice/channelized data T1/E1 module
NIM-8CE1T1-PRI	8-port Multiflex trunk voice/channelized data T1/E1 module
ISDN BRI WAN interface	
NIM-2BRI-S/T	2-port ISDN BRI WAN interface card for data
NIM-4BRI-S/T	4-port ISDN BRI WAN interface card for data
Serial WAN interface	
NIM-1T	1-port serial high-speed WAN interface card
NIM-2T	2-port serial high-speed WAN interface card
NIM-4T	4-port serial high-speed WAN interface card
Async WAN interface	
NIM-16A	16-port Asynchronous Module
NIM-24A	24-port Asynchronous Module

Product number	Description
Wireless WAN (LTE)	
P-5GS6-GL	5G Sub-6 GHz Pluggable – Global
P-LTEAP18-GL	4G/CAT18 LTE Advanced Pro Pluggable – Global
P-LTEA-EA	4G/CAT6 LTE Advanced Pluggable for North American and Europe
P-LTEA-LA	4G/ CAT6 LTE Advanced Pluggable for APAC, ANZ, and LATAM
NIM-LTEA-EA	LTE Advanced for Europe and North America
NIM-LTEA-LA	LTE Advanced for Asia Pacific, Australia and LATAM

Memory, storage, and accessory options

Table 5. Memory, storage, and accessory options

Product number	Description
MEM-C8200-8GB	Cisco C8200 Edge Platform – 8 GB DRAM Memory
MEM-C8200-16GB	Cisco C8200 Edge Platform – 16 GB DRAM Memory
MEM-C8200-32GB	Cisco C8200 Edge Platform – 32 GB DRAM Memory
M2USB-16G	Cisco C8000 Edge Platform – 16 GB M.2 USB SSD Storage
M2USB-32G	Cisco C8000 Edge Platform – 32 GB M.2 USB SSD Storage
SSD-M2NVME-600G	Cisco C8000 Edge Platform – 600 GB M.2 NVMe SSD Storage
C8200-RM-19	Cisco C8200 1RU Edge Platform – Rack Mount kit – 19"
C8200-RM-23	Cisco C8200 1RU Edge Platform – Rack Mount kit – 23"
C8200-WM-1R	Cisco C8200 1RU Edge Platform – Wall Mount Kit
C8200-RFID-1R	Cisco C8200 1RU Edge Platform – RFID
C8200-NIM-BLANK	Cisco C8200 NIM Blank
C8200-PIM-BLANK	Cisco C8200 PIM Blank

Optics and transceivers modules

Find a full list of optics and transceivers [here](#).

Power supplies

Table 6. Power supply specifications

Power supply feature	Default	PWR-CC1-150WAC optional external PSU for PoE
Power maximum rating	100W	150W For PoE only PoE budget: 150W
Input-voltage range and frequency	90 to 264 VAC 47 to 63 Hz	90 to 264 VAC 47 to 63 Hz
Power supply efficiency	85%	Avg 89%
Input current	1.5A max	2A max
Output ratings	12V 8.4A	54V 2.78A
Output holdup time	20 ms	10 ms
Power supply input receptacles	IEC 320 C14	IEC 320 C14
Power cord rating	10A	10A

Asset management: The Catalyst 8200 Series Edge Platforms have an embedded RFID tag that holds the serial number and product ID for easy asset and inventory management using commercial RFID readers. The RFID tag is external and can be easily removed if needed or can be unselected at the time of ordering. It also features an extendable label tag providing the same information. A QR code on this tag makes asset management easy by simply scanning the label using a smartphone QR reader.

Software requirements

Cisco DNA Software for the Catalyst 8200 Series offers comprehensive solutions for enterprise branch networks.

Table 7. Minimum software requirements

Platform product ID (PID)	Description	Minimum software requirement
C8200-1N-4T	Cisco Catalyst 8200 Series Edge Platform	Cisco IOS XE Software Release 17.4.1
C8200L-1N-4T	Cisco Catalyst 8200 Series Edge Platform	Cisco IOS XE Software Release 17.5.1

Table 8. ThousandEyes requirements

Feature	Requirements
Cisco ThousandEyes	ThousandEyes is supported with a minimum 8 GB DRAM and 8 GB bootflash/storage. Additional memory and storage will be necessary for concurrently running the ThousandEyes agent with containerized SD-WAN security services.

Table 9a. Software features and protocols for autonomous mode

Feature	Description
Protocols	IPv4, IPv6, static routes, Routing Information Protocol Versions 1 and 2 (RIP and RIPv2), Open Shortest Path First (OSPF), Enhanced Interior Gateway Routing Protocol (EIGRP), Border Gateway Protocol (BGP), BGP Route Reflector, Intermediate System-to-Intermediate System (IS-IS), Multicast Internet Group Management Protocol Version 3 (IGMPv3), Protocol Independent Multicast Sparse Mode (PIM SM), PIM Source-Specific Multicast (SSM), Resource Reservation Protocol (RSVP), Cisco Discovery Protocol, Encapsulated Remote Switched Port Analyzer (ERSPAN), Cisco IOS IP Service-Level Agreements (IPSLA), Call Home, Cisco IOS Embedded Event Manager (EEM), Internet Key Exchange (IKE), ACLs, Ethernet Virtual Connections (EVC), Dynamic Host Configuration Protocol (DHCP), Frame Relay, DNS, Locator ID Separation Protocol (LISP), Hot Standby Router Protocol (HSRP), RADIUS, Authentication, Authorization, and Accounting (AAA), Application Visibility and Control (AVC), Distance Vector Multicast Routing Protocol (DVMRP), IPv4-to-IPv6 Multicast, Multiprotocol Label Switching (MPLS), Layer 2 and Layer 3 VPN, IPsec, Layer 2 Tunneling Protocol Version 3 (L2TPv3), Bidirectional Forwarding Detection (BFD), IEEE 802.1ag, and IEEE 802.3ah
Encapsulations	Generic Routing Encapsulation (GRE), Ethernet, 802.1q VLAN, Point-to-Point Protocol (PPP), Multilink Point-to-Point Protocol (MLPPP), Frame Relay, Multilink Frame Relay (MLFR) (FR.15 and FR.16), High-Level Data Link Control (HDLC), serial (RS-232, RS-449, X.21, V.35, and EIA-530), and PPP over Ethernet (PPPoE)
Traffic management	QoS, Class-Based Weighted Fair Queuing (CBWFQ), Weighted Random Early Detection (WRED), Hierarchical QoS, Policy-Based Routing (PBR), Performance Routing (Pfr), and NBAR
Cryptographic algorithms	Encryption: Data Encryption Standard (DES), 3DES, Advanced Encryption Standard (AES)-128 or AES-256 (in Cipher Block Chaining [CBC] and Galois/Counter Mode [GCM]) Authentication: RSA (768/1024/2048 bit), ECDSA (256/384 bit) Integrity: MD5, SHA, SHA-256, SHA-384, SHA-512
Unified communications	Call Admission Control (CAC), Cisco Unified Border Element (CUBE) Session Border Controller (SBC), Cisco Unified Communications Manager Express (CUCME) , (ISDN) , RADIUS , RFC 4040-based clear channel codec signaling with Session Initiation Protocol (SIP), Resource Reservation Protocol (RSVP), RTP Control Protocol (RTCP), SIP for voice over IP (VoIP), Survivable Remote Site Telephony (SRST), Secure Real-Time Transport Protocol (SRTP), and voice modules

Table 9b. Software features and protocols for controller mode

Feature	Description
Core features	IPv4, IPv6, static routes, OSPF, EIGRP, BGP, Overlay Management Protocol (OMP), Application Aware Routing (AAR), Traffic Engineering, service insertion, zero trust, whitelisting, tamper-proof module, DTLS/TLS, IPsec, classification, prioritization, low latency queuing, remarking, shaping, scheduling, policing, mirroring, Multicast IPv4 support, service advertisement and insertion policy, Simple Network Management Protocol (SNMP), Network Time Protocol (NTP), DNS client, DHCP, DHCP client, DHCP server, DHCP relay archival, syslog, Secure Shell (SSH), Secure Copy (SCP), Cflowd v10 IPFIX export, IPv6 for transport side, Virtual Router Redundancy Protocol (VRRP), MPLS, NAT (DIA, service-side, overload/PAT, NAT64, etc.), NAT pools, split DNS, ACLs, BFD, NETCONF over SSH, CLI, NTP server support, BFD with service-side BGP, BGP community propagation to OMP, 6 SLA for AAR, Cisco TrustSec®/SD-Access (inline scalable group tag [SGT] propagation), custom app with Software-Defined AVC (SD-AVC), multicast AAR, dynamic on-demand tunnels, OSM, OSPFv3, route policies, multi-VRF support
Encapsulations	Generic Routing Encapsulation (GRE), Ethernet, 802.1q VLAN

Feature	Description
Application experience	QoS, FEC, Class of Service (CoS) marking, Weighted Random Early Detection (WRED), Hierarchical QoS, PBR, NBAR, SD-AVC, per-tunnel QoS, Cloud OnRamp for SaaS, Enhanced Office 365 traffic steering, direct access, FNF
Cryptographic algorithms	Encryption: AES-256 (in CBC and GCM modes), Internet Key Exchange (IKE), Cisco Public Key Infrastructure (PKI) Authentication: AAA, RSA (2048 bit), ESP-256-CBC, HMAC-SHA1, ECDSA (256/384 bit) Integrity: SHA-1, SHA-2
Security: C8200-1N-4T	Built-in end-to-end segmentation (VPNs), zone-based firewall (ZBFW), PKI, Cisco DNA Layer Security, Snort® IPS/IDS, URL filtering, Secure Malware Defense, Secure Malware Analytics, Application-Level Gateway (ALG) for ZBFW, Secure Internet Gateway (SIG)
Security: C8200L-1N-4T	Built-in end-to-end segmentation (VPNs), ZBFW, PKI, Cisco DNA Layer Security, SIG
Unified communications	Cisco Unified Border Element (CUBE), Survivable Remote Site Telephony (SRST), Cisco Unified Communications Manager Express (CUCME) &, voice modules

Licensing

The Catalyst 8200 Series Edge Platforms are offered only with a Cisco DNA Software subscription, Enterprise Agreement, and Managed Service Licensing Agreement (MSLA). For more details, refer to this [licensing guide](#).

Cisco DNA stack:

- Cisco DNA Essentials
- Cisco DNA Advantage
- Cisco DNA Premier

Network stack:

- Network Essentials
- Network Advantage

For a more detailed overview on Cisco Licensing, go to cisco.com/go/licensingguide

Cisco ThousandEyes

A valid ThousandEyes agent license is required to activate the ThousandEyes agent. Existing ThousandEyes subscriptions can be leveraged on eligible Catalyst 8200 Series platforms. Additional ThousandEyes subscription information can be found [here](#).

Product sustainability

Information about Cisco's environmental, Social and Governance (ESG) initiatives and performance is provided in Cisco's CSR and sustainability [reporting](#).

Sustainability Topic		Reference
General	Information on product-material-content laws and regulations	Materials
	Information on electronic waste laws and regulations, including our products, batteries and packaging	WEEE Compliance
	Sustainability Inquiries	Contact: csr_inquiries@cisco.com
	Information on product takeback and reuse program	Cisco Takeback and Reuse Program
	Operating and nonoperating conditions	Table 10. Mechanical specifications
	Mean Time Between Failures (MTBF)	Table 10. Mechanical specifications
Power	Safety and EMC (emissions, immunity and ETSI/EN)	Table 11. Mechanical specifications
	Power Supply	Table 1. Product highlights Table 6. Power supply specifications
Material	Product packaging weight and materials	Contact: environment@cisco.com
	Dimensions and weight	Table 10. Mechanical specifications

Specifications

Table 10. Mechanical specifications

Description	Specification
Part number	C8200-1N-4T & C8200L-1N-4T
Dimensions (H x W x D)	1.73 x 17.25 x 11.8 in. (4.39 x 43.81 x 29.97 cm)
Rack Units (RU)	1RU
Chassis weight	10 lb (4.54 kg)
Input voltage	AC: 90 to 264 VAC
Operating temperature	32° to 104° F (0° to 40° C)
Storage temperature	-40° to 150° F (-40° to 70° C)

Description	Specification
Acoustics, both models:	54 dBA/69 dBA
Sound pressure (Typical/maximum)	
Acoustics, both models:	68 dBA/80 dBA
Sound power (Typical/maximum)	
Relative humidity operating and nonoperating noncondensing	Ambient (noncondensing) operating: 5% to 85% Ambient (noncondensing) nonoperating and storage: 5% to 95%
Altitude	0 to 10,000 feet (0 to 3050 meters)
Mean Time Between Failures (MTBF)	692,577 hours

Table 11. Safety and compliance

Description	Specification
Safety certifications	UL 60950-1 CAN/CSA-C22.2 No. 60950-1 EN 60950-1 IEC 60950-1 AS/NZS 60950-1 IEC/EN 60825 Laser Safety FDA: Code of Federal Regulations Laser Safety
EMC (emissions)	47 CFR Part 15 Class A ICES 003 Class A AS/NZS CISPR 32 Class A CISPR 32 Class A EN55032 Class A VCCI-CISPR 32 Class A CNS-13438 Class A KN32 Class A IEC/EN 61000-3-2: Power Line Harmonics IEC/EN 61000-3-3: Voltage Fluctuations and Flicker

Description	Specification
EMC (immunity)	IEC/EN-61000-4-2: Electrostatic Discharge Immunity IEC/EN-61000-4-3: Radiated Immunity IEC/EN-61000-4-4: Electrical Fast Transient Immunity IEC/EN-61000-4-5: Surge AC, DC, and Signal Ports IEC/EN-61000-4-6: Immunity to Conducted Disturbances IEC/EN-61000-4-8: Power Frequency Magnetic Field Immunity IEC/EN-61000-4-11: Voltage DIPS, Short Interruptions, and Voltage Variations KN35
EMC (ETSI/EN)	EN300 386: Telecommunications Network Equipment (EMC) EN55032: Multimedia Equipment (Emissions) EN55024: Information Technology Equipment (Immunity) EN55035: Multimedia Equipment (Immunity) EN61000-6-1: Generic Immunity Standard

Services

Cisco Customer Experience support services for Catalyst 8000 platforms and Cisco DNA Software for SD-WAN and Routing

This section discusses the Cisco support services available for the Catalyst 8000 platforms and associated Cisco DNA Software for SD-WAN and Routing, as well as optional support service offers.

- **Catalyst 8000 platforms:** Cisco Solution Support is the default and recommended Cisco support service. However, Cisco Solution Support is not mandatory; it can be removed or replaced with another Cisco support service or partner service per the customer's preference.
- **Cisco DNA Software for SD-WAN and Routing:** Cisco Solution Support is the default Cisco support service. However, Cisco Solution Support is not mandatory; the customer may choose to use the Cisco Subscription Embedded Software Support included with the purchase of this software.

Note:

- When Solution Support is selected, it must be ordered on both the Catalyst 8000 platform and Cisco DNA Software for SD-WAN and Routing for complete customer entitlement to this premium support service.
- SD-WAN and Routing customers with Solution Support or Cisco Subscription Embedded Software Support are entitled to maintenance releases and software updates for **Cisco DNA SD-WAN and Routing software only**. Support for the Catalyst 8000 platform's OS and network stack, along with OS updates, is covered by the support contract on the Catalyst 8000 platform.
- For ThousandEyes support, C8200L-1N-4T must be upgraded to a minimum of 8GB DRAM

Cisco Solution Support is a premium support purpose-built for today's multiproduct, multivendor network environments and provides:

- A primary point of contact, centralizing support across a solution deployment
- Solution, product, and interoperability expertise
- No requirement for customers to isolate their issue to a product to open a case
- 30-minute service response objective for Severity 1 and 2 cases
- Prioritized case handling over product support cases
- Product support team coordination (Cisco and Solution Support Alliance Partners)
- Accountability for multiproduct, multivendor issue management from first call to resolution, no matter where the issue resides

Learn more about Cisco Solution Support at www.cisco.com/go/solutionsupport

Cisco Subscription Embedded Software Support includes:

- Access to support and troubleshooting via online tools and web case submission. Case severity or escalation guidelines are not applicable.
- Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist by telephone, or web case submission and online tools with application software use and troubleshooting issues.
- Access to www.cisco.com, providing helpful technical and general information on Cisco products, as well as access to Cisco's online Software Center library.

Note: No additional products or fees are required to receive embedded support for Cisco DNA Software for SD-WAN and Routing. However, if using embedded support for this software, hardware support for the Catalyst 8000 platforms must be purchased separately, as Cisco Subscription Embedded Software Support does not cover hardware. In this case, Cisco Smart Net Total Care® Service is recommended for the Catalyst 8000 platforms.

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Ordering information

To place an order, visit the [Cisco Ordering Home Page](#). To download software, visit the [Cisco Software Center](#).

For more information

For more information about the Cisco Catalyst 8200 Series Edge Platforms, visit <https://www.cisco.com/go/C8200> or contact your local Cisco account representative.

Document history

New or Revised Topic	Described In	Date
Updated licensing information	Licensing	Jun 25, 2021

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Cisco Systems, Inc.
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Cisco VG400 Analog Voice Gateway

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The Cisco® VG400 Analog Voice Gateway enables an IP telephony solution to continue using traditional analog devices while taking advantage of the productivity afforded by IP infrastructure (Figure 1).

The Cisco Unified Communications portfolio of voice and IP communications products and applications enables organizations to communicate more effectively, helping them to streamline business processes, reach the right resource the first time, and improve revenue sales and profitability.

This portfolio is a critical part of the Cisco Business Communications Solution, an integrated solution for organizations of all sizes that also includes network infrastructure, security and network management products, wireless connectivity, and a lifecycle services approach, along with flexible deployment and outsourced management options, end-user and partner financing packages, and third-party communications applications.

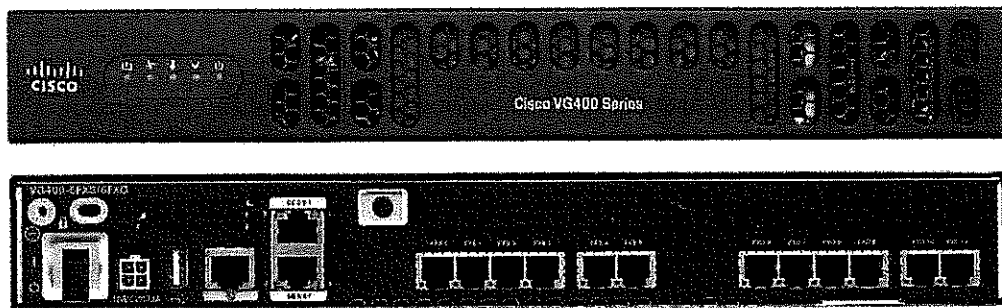


Figure 1.
Cisco VG400 Analog Voice Gateway

The Cisco VG400 is a Cisco IOS® XE Software-based analog phone voice gateway. It connects analog phones, fax machines, modems, and speakerphones to an enterprise voice system based on Cisco Unified Communications Manager. The tight integration with the IP-based phone system is advantageous for increased manageability, scalability, and cost-effectiveness. Businesses can also use the VG400 with Cisco Unified Communications Manager Express to effectively augment an Integrated Services Router (ISR) environment. Either topology environment will support business needs for a high concentration of analog voice ports for modem calls, fax calls, and analog supplementary services (Figures 2 and 3).

The Cisco VG400 offers Cisco IOS XE Software manageability on analog phone lines to enable them to be used as extensions of the Cisco Unified Communications Manager or Cisco Unified Communications Manager Express system.

Features and Benefits

- Cisco IOS XE Software-based hardware: The hardware supports a uniform Cisco Command-Line Interface (CLI) and Simple Network Management Protocol Version 3 (SNMPv3) for ease of gateway configuration and operation.
- Robust voice quality: Cisco experience in providing toll-quality packet-voice service helps ensure that the VG400 provides the clear, robust voice quality end users have come to expect from telephony services.
- Investment protection: Customers can continue to use existing analog phones, fax machines, and modems while taking advantage of IP telephony. Basic analog phone connectivity is needed when the infrastructure (wiring) or application does not support or require IP phones. The Cisco VG400 is the ideal platform to support distributed and low- to medium-density analog phone line deployments, allowing organizations to deploy IP telephony without having to purchase IP phones for all users and to continue using existing devices. The VG400 can also be used in a Cisco Unified Communications Manager Express environment and migrated to a Cisco Unified Communications Manager deployment with 100 percent investment protection.
- Reduced barrier to entry: The Cisco VG400 provides a low-cost alternative for low-end analog phones and allows organizations to take advantage of IP telephony with a lower overall IP telephony investment.

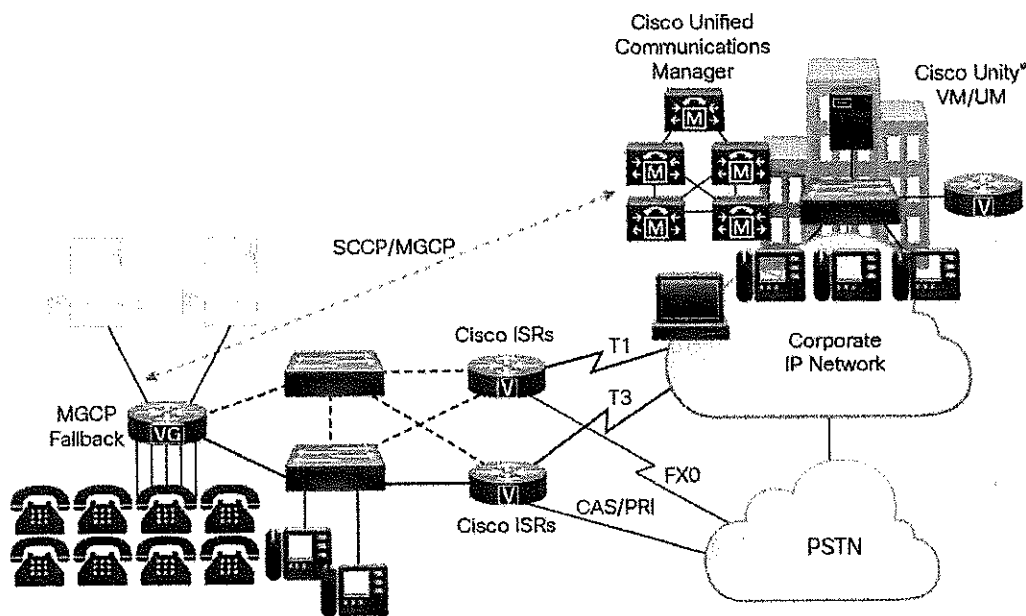


Figure 2.
VG400 Integration with Cisco Unified Communications Manager

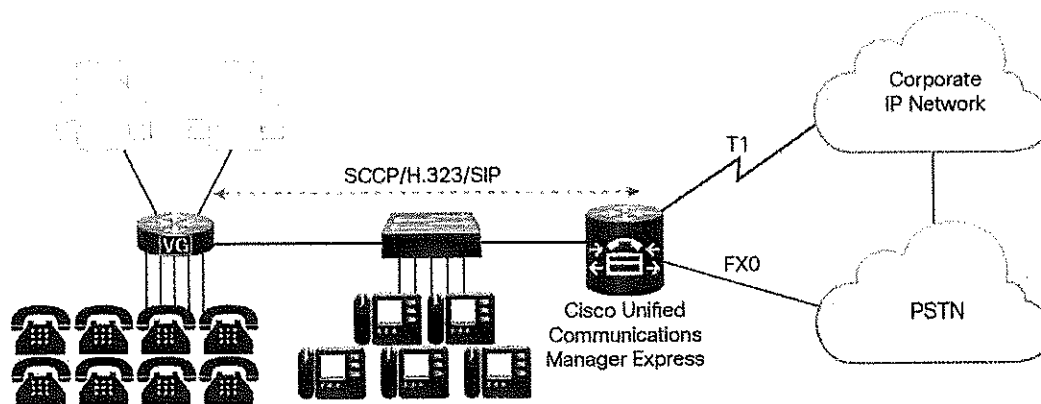


Figure 3.
VG400 Integration with Cisco Unified Communications Manager Express

Analog Phone Connectivity

The Cisco VG400 is ideal for analog phone deployments ranging from centralized to sparsely concentrated or distributed topologies. It provides high availability at locations with Media Gateway Control Protocol (MGCP) fallback, with ease of manageability using Cisco IOS XE Software monitoring features. It offers many supplementary analog calling features depending on the call control and signaling type used. Table 1 lists the supplementary analog calling features available.

Table 1. Supplementary Analog Features

	Skinny Client Control Protocol (SCCP) features with Cisco Unified Communications Manager	SCCP features with Cisco Unified Communications Manager Express	Session Initiation Protocol (SIP) features with Cisco Unified Communications Manager
Basic call	X	X	X
Call forward all	X	X	
Call forward busy	X	X	
Call forward cancel	X	X	
Call forward no answer	X	X	
Call hold or resume	X	X	X
Call pickup group	X	X	
Call pickup local	X	X	
Call transfer blind	X	X	
Call transfer consultative	X	X	X
Call waiting	X	X	X
Caller ID	X	X	X

	Skinny Client Control Protocol (SCCP) features with Cisco Unified Communications Manager	SCCP features with Cisco Unified Communications Manager Express	Session Initiation Protocol (SIP) features with Cisco Unified Communications Manager
Caller ID on call waiting	X	X	X
Malicious caller ID	X		
Conference call	Up to 3 parties	Up to 3 parties	
Impromptu conference call	Up to 3 parties	Up to 3 parties	
Meet-me conference call	X	X	
Directed call park		X	
Directed call pickup		X	
Directed call pickup of ringing extension		X	
Redial	X	X	
Speed dial	X	X	
Call toggle	X	X	X
Music on hold (MoH)	X		
Shared-line support*	X		
Shared-line privacy	X		
Precedence and preemption	X		
Call back on busy	X		
DC voltage Visible Message Waiting Indication (VMWI)	X		

* Simultaneous ringing, hold, and resume across analog and IP phones.

The Cisco VG400 supports SCCP Feature Access Codes (FACs) in conjunction with Cisco Unified Communications Manager and Cisco Unified Communications Manager Express. Refer to Cisco Unified Communications Manager and Cisco Unified Communications Manager Express documentation for details.

Fax and Modem Connectivity

The Cisco VG400 supports fax machines and modems. When connected to fax machines, the VG400 supports T.38 Fax Relay and Fax Pass-Through. T.38 Fax Relay technologies allow transfer of faxes across the network with high reliability using less bandwidth than a voice call. All modems can be connected to the VG400 and will be transferred over the network using modem pass-through.

Protocols supported

- SCCP
- H.323v4
- MGCP
- SIP
- Real-Time Transport Protocol (RTP)
- Secure Real-Time Transport Protocol (SRTP)
- Trivial File Transfer Protocol (TFTP)
- HTTP server
- SNMP
- Telnet
- Dynamic Host Configuration Protocol (DHCP)
- DNS
- Call survivability – MGCP failover to an H.323 connection to the SRST router
- T.38 Fax Relay and Fax Pass-Through
- V.150.1 MER Modem Relay, GW Controlled Modem Relay, and Modem Pass-Through
- Support G.711 and G.729a
- RADIUS and TACACS+ for Telnet and authorization

VG400 Models

The Cisco VG400 has a fixed port configuration with flexibility to configure FXS and FXO ports inside the same chassis.

The VG400 is available in the form factors depicted in Table 2.

Table 2. Form Factors

Model	Picture
VG400-6FXS/6FXO 6 FXS and 6 FXO	
VG400-8FXS 8 FXS	
VG400-4FXS/4FXO 4 FXS and 4 FXO	
VG400-2FXS/2FXO 2 FXS and 2 FXO	

The VG400 improves upon the previous generation of Cisco VG202XM and VG204XM Analog Voice Gateways. These improvements include:

- On-board Digital Signal Processor (DSP):** The FXO and FXS in VG400 contain an onboard DSP and don't require the VG400 to have a dedicated Packet Voice DSP Module (PVDM) on the motherboard. The DSP on the voice module is necessary for the voice features. It also provides for echo cancellation of up to 128-ms echo-tail length for demanding network conditions.
- FXS-E (extended loops) support:** FXS ports on the VG400 support FXS-E with the following details:
 - Higher loop current (35 mA) to accommodate specialty phones
 - Longer loop length for loops with 26 AWG wire, up to 11,000 feet (3400 meters)
 - Higher ringing voltage (65 Vrms, no load)
- FXO failover bypass ports:** A failover bypass port, also called a failover trunk bypass, provides a way to use designated analog phone ports to make phone calls through the PSTN during a power outage.

Table 3 summarizes the supported FXO failover bypass and FXS-E-enabled ports in the VG400 models.

Table 3. Feature and Port Comparison

Part number	Number of FXS ports	Number of FXO ports	FXO failover bypass ports	FXS-E enabled ports
VG400-2FXS/2FXO	2	2	2	2
VG400-4FXS/4FXO	4	4	4	4
VG400-6FXS/6FXO	6	6	6	6
VG400-8FXS	8	—	—	8

Software Compatibility

The Cisco VG400 does not natively support Cisco Unified Border Element (CUBE), Cisco Unified Communications Manager Express, or Cisco Unified Survivable Remote Site Telephony (SRST). Additionally, it does not support DSP farm capability. These functions are available only in the Cisco 4000 Series Integrated Services Routers. Table 4 lists the software versions compatible with the VG400.

Table 4. Software Compatibility

Product category	Compatible versions
Cisco IOS XE compatibility	16.10.1 or later
Cisco Unified Communications Manager	12.0.1SU2 or later
Cisco Unified Communications Manager Express	All versions compatible with Cisco IOS XE 16.10.1 or later
Third-party call control	IP-based trunk: SIP and H.323

Technical Specifications

Table 5 lists the technical specifications for the Cisco VG400's FXS and FXO ports. Table 6 gives the environmental specifications for the VG400. Table 7 lists the regulatory standards compliance.

Table 5. Technical Specifications for FXS and FXO Ports

Feature	VG400-2FXS/2FXO	VG400-4FXS/4FXO	VG400-6FXS/6FXO	VG400-8FXS
Tip and ring interfaces for each FXS port (SLIC)				
Interface	FXS/FXO (RJ-11)	FXS/FXO (RJ-11)	FXS/FXO (RJ-11)	FXS/FXO (RJ-11)
	RJ-11 ports 0 to 1: FXS	RJ-11 ports 0 to 3: FXS	RJ-11 ports 0 to 5: FXS	RJ-11 ports 0 to 7: FXS
	RJ-11 ports 2 to 3: FXO	RJ-11 ports 4 to 7: FXO	RJ-11 ports 6 to 11: FXO	

Feature	VG400-2FXS/2FXO	VG400-4FXS/4FXO	VG400-6FXS/6FXO	VG400-8FXS
Address signaling formats	In-band dual-tone multifrequency (DTMF) Out-of-band pulse (8 to 12 pps)	In-band DTMF Out-of-band pulse (8 to 12 pps)	In-band DTMF Out-of-band pulse (8- to 2 pps)	In-band DTMF Out-of-band pulse (8 to 12 pps)
FXS signaling formats	FXS loop-start, ground-start, and direct inward dial (DID) signaling	FXS loop-start, ground-start, and DID signaling	FXS loop-start, ground-start, and DID signaling	FXS loop-start, ground-start, and DID signaling
FXO signaling formats	FXO loop start, ground start	FXO loop start, ground start	FXO loop start, ground start	N/A
FXS loop resistance	- Up to 600 ohms (including phone or terminal equipment) for short-loop-length port - Up to 1400 ohms (including phone and terminal equipment) for long-loop-length port			
DID loop resistance	Up to 1800 ohms (including terminal equipment)			
On-hook voltage	-44V			
Off-hook loop current	25 mA (maximum) for short-loop-length port 35 mA (maximum) for long-loop-length port			
Ring tone	Configurable for different country requirements			
Ring voltage	54 Vrms into 5 Ringer Equivalence Numbers (RENs) at zero-loop-length port (balanced) (short-loop-length port) 65 Vrms into 2 RENs at zero-loop-length port (balanced) (long-loop-length port)			
Ring frequency	20, 25, 30, and 50 Hz			
REN loading	5 RENs per port (short-loop-length port) 2 RENs per port (long-loop-length port)			
RJ-11 FXS port terminating impedance option	600c, 600r, 900c, 900r, complex1, complex2, complex3, complex4, complex5, and complex6			
Disconnect supervision	Power denial (calling party control and far-end disconnect)			
Caller ID	- On-hook transmission of Frequency-Shift-Keying (FSK) data - Support for DTMF caller ID			
FXS loop length	- Short-loop-length port: 3000 ft (900 m) with 26 AWG, 5500 ft (1700 m) with 24 AWG - Long-loop-length port: 11,000 ft (3400 m) with 26 AWG, 18,000 ft (5500 m) with 24 AWG			
Ring waveform	Sine wave if no DC offset			
VMWI	- FXS ports support FSK VMWI - FXS ports on the VG400 support both FSK and DC voltage VMWI. They default to FSK. (DC voltage VMWI is supported only with the STCAPP protocol.)			
Cables	Category 3 and Category 5			

Table 6. Environmental Specifications

Environment	VG400-2FXS/2FXO	VG400-4FXS/4FXO	VG400-6FXS/6FXO	VG400-8FXS
-------------	-----------------	-----------------	-----------------	------------

Environment

Operating temperature	• 32° to 104°F (0° to 40°C)			
Nonoperating temperature	• -40° to 158°F (-40° to 70°C)			
AC Voltage	• 100 to 240 VAC auto ranging			
AC Current	• 1.5 to 0.6A			
AC input frequency	• 50-60 Hz			
Power	63W	67W	72W	55W
Weight	6.75 lb (3.06 kg)			
Dimensions (H x W x D)	1.72 x 12.7 x 10 in. (43.7 x 322.6 x 254 mm)			

Table 7. Regulatory Standards Compliance

Specification	Description
Safety	• UL 60950-1 • CAN/CSA C22.2 No. 60950-1 • EN 60950-1 • AS/NZS 60950-1 • IEC 60950-1
Telecom	• TIA/EIA/IS-968 • CS-03 • TBR21 (FXO) • ES 201 970 (FXS) • S002, S003 • Homologation requirements vary by country and interface type. For specific country information, refer to the online approvals database at: https://www.ciscofax.com/.
EMC	• 47 CFR, Part 15 • CES-003 Issue 4 • EN55022 Class A/B • CISPR22 Class A/B • AS/NZS 3548 Class A • VCCI V-3 • CNS 13438 • EN 300-386
Immunity	• EN 55024, CISPR 24 • EN50082-1 • EN 61000-6-1 • EN300-386

Table 8 gives the Cisco VG400 technical specifications.

Table 8. Technical Specifications

Category	
System	VG400
Processor	High-performance multicore processors
Memory DRAM	4 GB DDR3 SDRAM. Fixed on board
External USB 2.0 slots (type A)	1
Ethernet	Up to two 10/100/1000 Ethernet LAN ports
Power	
AC input current (max)	Need Data
External power supply dimensions	37 x 73 x 152 mm

Homologation

The VG400 is approved for the countries listed in Table 9 for off-premises (FXO) and on-premises (FXS) connections. Approval for other countries is in progress. Refer to the Cisco Telecom Approvals Website for approval progress for other countries: https://tools.cisco.com/cse/prdapp/jsp/externalsearch.do?action=externalsearch&page=EXTERNAL_SEARCH.

Table 9. Telecom Approvals

VG400-2FXS/2FXO	VG400-4FXS/4FXO	VG400-6FXS/6FXO	VG400-8FXS
United States	United States	United States	United States
Canada	Canada	Canada	Canada
CE countries¹	Canada	Canada	Canada
Australia	Australia	Australia	Australia
Japan	Japan	Japan	Japan

¹ The CE mark is recognized in the following countries: Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, Switzerland, and United Kingdom.

Ordering Information

To order this product, use the information provided in Table 10.

Table 10. Ordering Information

Product number	Description
VG400-2FXS/2FXO	Cisco VG400 Analog Voice Gateway with 2 FXS and 2 FXO
VG400-4FXS/4FXO	Cisco VG400 Analog Voice Gateway with 4 FXS and 4 FXO
VG400-6FXS/6FXO	Cisco VG400 Analog Voice Gateway with 6 FXS and 6 FXO
VG400-8FXS	Cisco VG400 Analog Voice Gateway with 8 FXS

Services and Support

Using the Cisco Lifecycle Services approach, Cisco and our partners offer a broad portfolio of end-to-end services. These services are based on proven methodologies for deploying, operating, and optimizing IP communications solutions. Initial planning and design services, for example, can help you meet aggressive deployment schedules and minimize network disruption during implementation. Operate services reduce the risk of communications downtime with expert technical support. Optimize services enhance solution performance for operational excellence. Cisco and our partners offer a system-level service and support approach that can help you create and maintain a resilient, converged network that meets your business needs.

Cisco Capital

Flexible payment solutions to help you achieve your objectives

Cisco Capital makes it easier to get the right technology to achieve your objectives, enable business transformation and help you stay competitive. We can help you reduce the total cost of ownership, conserve capital, and accelerate growth. In more than 100 countries, our flexible payment solutions can help you acquire hardware, software, services and complementary third-party equipment in easy, predictable payments. [Learn more.](#)

Americas Headquarters
Cisco Systems, Inc.
San Jose, CA

Asia Pacific Headquarters
Cisco Systems (USA) Pte. Ltd.
Singapore

Europe Headquarters
Cisco Systems International BV Amsterdam,
The Netherlands

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FINANCE DEPARTMENT

Memo

To: The Board of Selectmen
From: Shea Moses
Date: June 30, 2023
Re: Disposal of aged assets

Dear Mr. Brule:

In accordance with the Town Property Ordinance, Chapter 2.112.020, it is requested that the Board of Selectmen please consider an act to surplus for disposal, on Behalf of the Recreation & Parks Department, Asset#101332, Cab Enclosure. This item has outlived its usefulness to the town.

This item will be disposed of by auction on GovDeals.

Thank you for your consideration

Shea Moses
Shea Moses
Purchasing Agent,
Town of Waterford

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385-2886

WATERFORD RECREATION AND PARKS COMMISSION

DATE: March 29, 2023
TO: Board of Selectmen
FROM: Ryan McNamara, Director of Recreation & Parks
SUBJECT: Fleet Management Replacement Surplus

The Recreation and Parks Department requests your consideration for transferring the following equipment to the Purchasing Agent to declare surplus in accordance with policy:

- Asset# 101211 2013 Toro GroundMaster w/Plow Tag: P65
- Asset#101332 Cab Enclosure ?

approved BOS 4-4-23

The equipment was replaced through the Fleet Management plan with a 2022 Ventrac System.

The vehicle can be located at Veteran's Garage for sale or parts.

Thank you for your time and consideration.

If you have any further questions, please call.

SIGNED _____

Ryan McNamara
Town of Waterford
Director of Recreation and Parks

FINANCE DEPARTMENT

Memo

To: The Board of Selectmen
From: Shea Moses
Date: June 20, 2023
Re: **Award-Bid#23-115R Waterford Civic Triangle Improvements**

Dear Mr. Brule:

Proposals for the above mentioned project were opened on May 1, 2023 by Jonathan Mullen and I with the attached results. After careful review of the proposal, it is determined that Suchocki & Son, Inc., a qualified bidder with the resources necessary to complete this project.

I therefore respectfully seek the Board's approval to award the contract to Suchocki & Son, Inc. in the amount of \$945,000.00 for the work associated with Pond dewatering, dredging and restoration, and \$1,252,481.00 for work associated with construction of: ADA sidewalks, boardwalk, memorial plaza, lighting and landscape installation.

Funds will be available in line # 23507-55018, Civic Triangle Park ADA Revita.



Shea Moses
Purchasing Agent,
Town of Waterford

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385-2886

INTER-OFFICE CORRESPONDENCE

DATE: June 20, 2023
TO: Brandishea Moses, Purchasing Agent
FROM: Jonathan E. Mullen, AICP, Planning Director *JEM*
RE: Civic Triangle Bid #23-115R

One bid was received for the Civic Triangle project from Suchocki & Son, Inc. totaling \$945,000 for the dredging of the duck pond and \$1,252,481 for the remaining construction and site work.

The project consultant has reviewed bid from Suchocki & Son, Inc. and has recommended they be awarded this project. I agree with their recommendation.

These funds are available through line item 23507-55018.

Please place this item on the next Board of Selectman regular meeting agenda.

Cc Kim Allen – Finance Director

June 19, 2023

Jonathan Mullen
Planning Director
Town of Waterford
184 Boston Post Road
Waterford, CT 06385

Re: Waterford Civic Triangle Improvements – Contractor Recommendation

Dear Jonathan,

Suchocki & Son, Inc. was the low bidder for the Waterford Civic Triangle Improvements project. We have met with the contractor, contacted references, and have worked with them on other projects in the past. I am satisfied that they possess the qualifications and resources necessary to execute this project in accordance with the contract documents.

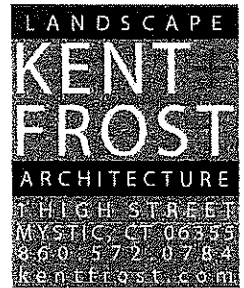
I recommend the Town contract with Suchocki & Son Inc. in the amount of \$945,000 for work associated with Pond dewatering, dredging and restoration. Furthermore, I recommend the Town contract with Suchocki & Son Inc. in the amount of \$1,252,481 for the work associated with the construction of: ADA sidewalks, boardwalk, memorial plaza, lighting and landscape installation.

Sincerely,



Chad Frost, Principal

Kent Frost, LLC
P (860) 572-0784
cfrost@kentfrost.com



Brian Kent, RLA
Chad Frost, RLA

Landscape Architecture
Urban Planning
Sustainable Design
Project Management

DOCUMENT 004393 - BID SUBMITTAL CHECKLIST

COPY

1.1 BID INFORMATION

- A. Bidder: Suchanick & Son, Inc.
- B. Project Name: Town of Waterford Civic Triangle Improvements
- C. Project Location: 184 Boston Post Road, Waterford, CT 06385
- D. Owner: Town of Waterford 15 Rope Ferry Road, Waterford, CT 06385
- E. Owner Project Number: **Bid#23-115R.**
- F. Architect: Kent + Frost Landscape Architecture, LLC.
- G. Architect Project Number: 2021014

1.2 BIDDER'S CHECKLIST

- A. In an effort to assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements.
- B. Attach this completed checklist to the outside of the Submittal envelope.
 - ☐ Used the Bid Form provided in the Project Manual.
 - ☐ Prepared the Bid Form as required by the Instructions to Bidders.
 - ☐ Indicated on the Bid Form the Addenda received.
 - ☐ Attached to the Bid Form: 004322 - Unit Prices.
 - ☐ Attached to the Bid Form: 004323 - Alternates.
 - ☐ Attached to the Bid Form: Proposed Schedule of Values Form AIA G703
 - ☐ Attached to the Bid Form: Bid Bond Form AIA A310
 - ☐ Attached to the Bid Form: Bid Bond OR a certified check for the amount required.
 - ☐ Bid envelope shows name and address of the Bidder.
 - ☐ Bid envelope shows the Bidder's Contractor's License Number.
 - ☐ Bid envelope shows name of Project being bid.
 - ☐ Bid envelope shows time and day of Bid Opening.
 - ☐ Verification that the Bidder can provide executed Performance Bond and Labor and Material Bond.
 - ☐ Verification that the Bidder can provide Certificates of Insurance in the amounts indicated.

END OF DOCUMENT

DOCUMENT 004323 - ALTERNATES FORM**1.1 BID INFORMATION**

- A. Bidder: Suchowicz & Son, Inc.
- B. Prime Contract: Timothy J. Suchowicz
- A. Project Name: Town of Waterford Civic Triangle Improvements
- B. Project Location: 184 Boston Post Road, Waterford, CT 06385
- C. Owner: Town of Waterford 15 Rope Ferry Road, Waterford, CT 06385
- D. Owner Project Number: **Bid#23-115R**
- E. Architect: Kent + Frost Landscape Architecture, LLC.
- F. Architect Project Number: 2021014

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.

1.3 DESCRIPTION

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include all labor, equipment, and material costs of related coordination, modification, or adjustment of the design.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no affect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Stuchelli & Son, Inc.
- B. Project Name: Waterford Civic Triangle Improvements
- C. Project Location: 184 Boston Post Road, Waterford, CT 06385
- D. Owner: Town of Waterford 15 Rope Ferry Road, Waterford, CT 06385
- E. Owner Project Number: **Bid#23-115R.**
- F. Architect: Kent + Frost Landscape Architecture, LLC.
- G. Architect Project Number: 2021014

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Kent + Frost Landscape Architecture, LLC. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. Four Million Six Hundred Seven Thousand Dollars (\$4,607,000.00).

2. The above amount may be modified by amounts indicated by the Bidder on the attached Document 004322 "Unit Prices Form" and Document 004323 "Alternates Form."

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 5 days after a written Notice of Award, if offered within 90 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. Two Hundred Thirty Thousand Three Hundred Dollars (\$230,350.00).
Fifty

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the bid bond.

1.4 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated (attach additional sheets if required):

1. Dredging Work: Suchacki & Son Inc
2. Site Work: Suchacki & Son Inc
3. Concrete Work: Suchacki & Son Inc
4. Masonry Work: Malek Landscaping
5. Electrical Work: Maynard Electric

1.5 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within 8 Months, no later than December 22, 2023.

1.6 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated 3-31-23
2. Addendum No. 2, dated 4-19-23
3. Addendum No. 3, dated _____
4. Addendum No. 4, dated _____

1.7 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.

1. 004322 - Unit Prices Form
2. 004323 - Alternates Form
3. 004373 - Proposed Schedule of Values Form (AIA Document G703)
4. Bid Bond Form (AIA Document A310).
5. 004393 - Bid Submittal Checklist

Copies of AIA standard forms may be obtained from The American Institute of Architects - www.aiacontracts.com

1.8 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Connecticut and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.9 SUBMISSION OF BID

- A. Respectfully submitted this 1st day of May, 2023
- B. Submitted By: Suchocki & Son, Inc. (Name of bidding firm or corporation).
- C. Authorized Signature: [Handwritten Signature] (Handwritten signature).
- D. Signed By: Timothy J. Suchocki (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).
- F. Witness By: [Handwritten Signature] (Handwritten signature).
- G. Attest: [Handwritten Signature] (Handwritten signature).
- H. By: Joshua W. Suchocki (Type or print name).
- I. Title: Corporate Secretary (Corporate Secretary or Assistant Secretary).
- J. Street Address: 43 Hatchetts Hill Rd
- K. City, State, Zip Old Lyme, CT 06371
- L. Phone: (860) 889-2283
- M. License No.: MCO. 0903422
- N. Federal ID No.: 06-1390961 (Affix Corporate Seal Here).

1.10 NON-CONFLICT AFFIDAVIT OF RESPONDENTS

No Elected or Appointed Official, SBC member or other officer or employee or person whose salary is payable in whole or in part from the Town of Waterford, nor any immediate family member thereof, is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any profits thereof.

The undersigned further certifies that this statement is executed for the purpose of inducing the Town of Waterford to consider the statement of qualifications submitted herein.

State of Connecticut S.S.
County of New London

Subscribed and sworn before me this 1st day of May, 2023.

Legal Name of Respondent: Timothy J. Suchanicki

Business Name: Suchanick & Son, Inc.

Business Address: 43 Hatchetts Hill Rd
Old Lyme, CT 06371

[Signature] President
Signature and Title of Person

By: Mandy D. Mioduszewski
Notary Public

My Commission Expires: _____
Date: _____

Mandy D. Mioduszewski
Notary Public, State of Connecticut
My Commission Expires 12/31/2025

1.11 NON-COLLUSIVE BID STATEMENT

The undersigned bidder, having fully informed itself regarding the accuracy of the statements herein, certifies that:

(1) The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor or bidder of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or completion, and

(2) The contents of the bid have not been communicated by the bidder or its employees or agents to any person not any employee or agent of the bidder or its surety on any bonds furnished with the bid and will not be communicated to any such person prior to the official opening of the bid.

The undersigned bidder further certifies that this statement is executed for the purposes of inducing the Town of Waterford to consider the bid and make an award in accordance therewith.

Suchocki & Son, Inc.
Legal Name of Bidder

43 Hatchetts Hill Rd, Old Lyme, CT 06371
Business Address

Tim, President
Signature and Title of Person Authorized to Sign

Timothy J. Suchocki
Printed Name

5/1/23
Date

1.12 AFFIRMATIVE ACTION/EQUAL EMPLOYMENT ACTIVITIES

Please indicate the name and address of the company official(s) responsible for carrying out the Equal Employment Opportunity/Affirmative Action Program for your company.

Mandy Mioduszewski, 43 Hatchetts Hill Rd.
Old Lyme, CT 06371

If your company does not have a written affirmative action plan, please estimate the number of vacancies during the next 12 months, and indicate the numerical or percentage goals you have set for the employment of minority people and females to make your labor force reflective of the labor market in which you operate.

n/a

The vendor/bidder understands that failure to complete the above form in a satisfactory manner will preclude such vendor from being actively considered for contract with the Town of Waterford. The vendor /bidder also understands that the Affirmative Action statements will become part of any contract, and that breach of such statements will constitute a breach of the contract subject to such remedies as provided by law.

I certify that there are no misrepresentations, omissions, or falsifications in the foregoing statements and answers, and that the entries above are true, complete, and correct to the best of my knowledge and belief.

[Signature] President 5/1/23
Signature Title Date

Subscribed and sworn to before me at Old Lyme, Connecticut,

This 1st Day of May, 20 23.
Day Month Year

END OF DOCUMENT

DOCUMENT 004322 - UNIT PRICES FORM

1.1 BID INFORMATION

- A. Bidder: Suckacki & Son Inc
- B. Project Name: Waterford Civic Triangle Improvements
- C. Project Location: 184 Boston Post Road, Waterford, CT 06385
- D. Owner: Town of Waterford 15 Rope Ferry Road, Waterford, CT 06385
- E. Owner Project Number: **Bid#23-115R**
- F. Architect: Kent + Frost Landscape Architecture, LLC.
- G. Architect Project Number: 2022014

1.2

BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work
- C. If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

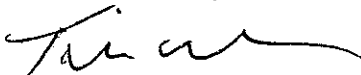
1.3 UNIT PRICES

- A. Unit-Price No. 1: Removal of unsatisfactory soil and replacement with pervious structural backfill.
1. Sixty-Five Dollars zero cents Dollars (\$ 65.00) per CY.
- B. Unit-Price No. 2: Rock excavation and replacement with pervious structural backfill (greater than 2CY in size).
1. Four Hundred Fifty Dollars zero cents Dollars (\$ 450.00) per CY.
- C. Unit-Price No. 3: Removal and Disposal of Dredge Spoils
1. One Hundred Dollars zero cents Dollars (\$ 100.00) per CY.
- D. Unit-Price No. 4: Clearing and Grubbing
1. Two Dollars Fifty cents Dollars (\$ 2.50) per SY.
- E. Unit-Price No. 5: 18" Diameter Tree Removal, Cut, Chip and Grind Stumps
1. Four Thousand Five Hundred Dollars (\$ 4,500.00) per EA.

- F. Unit-Price No. 6: Pervious Structural Backfill
1. Thirty-five Dollars zero cents Dollars (\$ 35.00) per CY.
- G. Unit-Price No. 7: Crushed Stone
1. Forty Dollars zero cents Dollars (\$ 40.00) per CY.
- H. Unit-Price No. 8: Processed Stone
1. Forty Dollars zero cents Dollars (\$ 40.00) per CY.
- I. Unit-Price No. 9: Silt Fence
1. Nine Dollars zero cents Dollars (\$ 9.00) per LF.
- J. Unit-Price No. 10: Silt Sock
1. Twenty Dollars zero cents Dollars (\$ 20.00) per LF.
- K. Unit-Price No. 11: Granite Curbing
1. Seventy Dollars zero cents Dollars (\$ 70.00) per LF.
- L. Unit-Price No. 12: Asphalt Pavement
1. One Hundred Twenty Dollars ^{zero} cents Dollars (\$ 120.00) per SY.
- M. Unit-Price No. 13: Concrete Pavement
1. Twenty-five Dollars zero cents Dollars (\$ 25.00) per SF.
- N. Unit-Price No. 14: Dry Laid Stone Wall
1. One Hundred Twenty-five ^{zero} cents Dollars (\$ 125.00) per SFF.
- O. Unit-Price No. 15: Stainless Steel Cable Rail w/ Ipe Cap (no lighting)
1. Four Hundred zero cents Dollars (\$ 400.00) per LF.
- P. Unit-Price No. 16: Stainless Steel Cable Rail w/ Ipe Cap (with lighting)
1. Four Hundred Twenty-five Dollars (\$ 425.00) per LF.
- Q. Unit-Price No. 17: Ipe Boardwalk (Pile, Structure and Decking)
1. Three Hundred Twenty Dollars (\$ 320.00) per SF.
- R. Unit-Price No. 18: Approved Top Soil
1. Fifty Dollars zero cents Dollars (\$ 50.00) per CY.
- S. Unit-Price No. 19: Hydroseed

1. One Dollar Twenty-five cents Dollars (\$ 1.25) per SY.
- T. Unit-Price No. 20: Electrical Hand Hole
1. Seven Hundred Fifty Dollars (\$ 750.00) per EA.
- U. Unit-Price No. 21: Spare Electrical Conduit 2" Diameter
1. Forty-Five Dollars 250 cents Dollars (\$ 45.00) per LF.
- V. Unit-Price No. 22: Streetscape Light, Pole & Footing
1. Six Thousand Five Hundred Dollars (\$ 6,500.00) per EA.
- W. Unit-Price No. 23: Pedestrian Light, Pole & Footing
1. Six Thousand Two Hundred Dollars (\$ 6,200.00) per EA.

1.4 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 1st day of May, 2023.
- B. Submitted By: Suchowski & Son, Inc. (Insert name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Timothy J. Suchowski (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).

END OF DOCUMENT

1.4 SCHEDULE OF ALTERNATES

A. Alternate No. 1 – Reduced Pond Dredging Depth

Description: Following the grading on sheet L-7.3 "Pond Dredging Deduct Alternate" reduce the volume of dredge spoils removed, hauled and disposed of off-site by excavating less material making the final water depth of the pond shallower than specified in the base bid.

1. ADD DEDUCT ☒ NO CHANGE NOT APPLICABLE .
2. Three Hundred Forty-Eight Thousand Dollars (\$ 348,000).
3. ADD DEDUCT ☒ 20 calendar days to adjust the Contract Time for this alternate.

B. Deduct Alternate No. 2 – Boardwalk & Eastern Sidewalk

Description: Removal of the boardwalk and concrete walkway from the eastern side of the memorial plaza to the intersection of the serpentine walkway extending to the playground; including all guardrails, the continuous ipe bench and associated lighting and electrical appurtenances from the design.

1. ADD DEDUCT ☒ NO CHANGE NOT APPLICABLE .
2. One Million Two Hundred Twenty-Five Thousand Dollars (\$ 1,225,000).
3. ADD DEDUCT ☒ 30 calendar days to adjust the Contract Time for this alternate.

C. Deduct Alternate No. 3 – Route 156 Streetscape

Description: Removal of the Route 156 streetscape improvements, including demolition of existing elements and in the installation of new granite curbing, stone walls, sidewalks, ADA curb ramps, area lighting, and plantings from the design.

1. ADD DEDUCT ☒ NO CHANGE NOT APPLICABLE .
2. Six Hundred Ninety Thousand Dollars (\$ 690,000).
3. ADD DEDUCT ☒ 30 calendar days to adjust the Contract Time for this alternate.

D. Deduct Alternate No. 4 – Tree Removal

Description: Removal of the demolition of the existing trees from the contract. Grubbing of stumps & brush shall remain in the base bid.

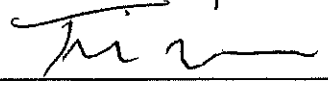
1. ADD DEDUCT ☒ NO CHANGE NOT APPLICABLE .
2. Ten Thousand Dollars (\$ 10,000).
3. ADD DEDUCT ☒ 1 calendar days to adjust the Contract Time for this alternate.

E. Deduct Alternate No. 5 – Western Sidewalk

Description: Removal of the concrete walkway and bench pads from the western side of the memorial plaza to the northern bridge from the design. The demolition of the existing southern bridge and installation of the new bridge and benches shall remain in the base bid.

1. ADD DEDUCT ☒ NO CHANGE NOT APPLICABLE .
2. One Hundred Twenty-Five Thousand Dollars (\$ 125,000).
3. ADD DEDUCT ☒ 5 calendar days to adjust the Contract Time for this alternate.

1.5 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 1st day of May, 2023.
- B. Submitted By: Suchocki & Son, Inc. (Name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Timothy J. Suchocki (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).

END OF DOCUMENT

DOCUMENT 004373 - PROPOSED SCHEDULE OF VALUES FORM

1.1 BID FORM SUPPLEMENT

- A. A completed Proposed Schedule of Values form is required to be attached to the Bid Form.

1.2 PROPOSED SCHEDULE OF VALUES FORM

- A. Proposed Schedule of Values Form: Provide a breakdown of the bid amount, including alternates, in enough detail to facilitate continued evaluation of bid. Coordinate with the Project Manual table of contents. Provide multiple line items for principal material and subcontract amounts more than five (5%) percent of the Contract Sum.
- B. Arrange schedule of values consistent with format of AIA Document G703.
 - 1. Copies of AIA standard forms may be obtained from the American Institute of Architects; <http://www.aia.org/contractdocs/purchase/index.htm>; docspurchases@aia.org; (800) 942-7732.

END OF DOCUMENT

Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

		APPLICATION NO: APPLICATION DATE: PERIOD TO:				ARCHITECT'S PROJECT NO:				1001	
A	B	C	D	E	F	G	H	I	J		
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)		
	Mobilization	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	0.00		
	Site Erosion Controls	75,000.00	0.00	0.00	0.00	0.00	0.00%	75,000.00	0.00		
	Clearing and Grubbing	85,000.00	0.00	0.00	0.00	0.00	0.00%	85,000.00	0.00		
	Water handling	125,000.00	0.00	0.00	0.00	0.00	0.00%	125,000.00	0.00		
	Spoils Stock pile location prep	100,000.00	0.00	0.00	0.00	0.00	0.00%	100,000.00	0.00		
	Pond dredging	300,000.00	0.00	0.00	0.00	0.00	0.00%	300,000.00	0.00		
	Handling and Disposal of Controlled material	420,000.00	0.00	0.00	0.00	0.00	0.00%	420,000.00	0.00		
	Site grading	200,000.00	0.00	0.00	0.00	0.00	0.00%	200,000.00	0.00		
	Structural excavation	150,000.00	0.00	0.00	0.00	0.00	0.00%	150,000.00	0.00		
	Site Concrete	130,000.00	0.00	0.00	0.00	0.00	0.00%	130,000.00	0.00		
	Site electrical	260,000.00	0.00	0.00	0.00	0.00	0.00%	260,000.00	0.00		
	Site furnishings	35,000.00	0.00	0.00	0.00	0.00	0.00%	35,000.00	0.00		
	Landscaping	279,000.00	0.00	0.00	0.00	0.00	0.00%	279,000.00	0.00		
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00		
	Deduct Alternate #1	348,000.00	0.00	0.00	0.00	0.00	0.00%	348,000.00	0.00		
	Deduct Alternate #2	1,225,000.00	0.00	0.00	0.00	0.00	0.00%	1,225,000.00	0.00		
	Deduct Alternate #3	690,000.00	0.00	0.00	0.00	0.00	0.00%	690,000.00	0.00		
	Deduct Alternate #4	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	0.00		
	Deduct Alternate #5	125,000.00	0.00	0.00	0.00	0.00	0.00%	125,000.00	0.00		
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00		
	GRAND TOTAL	\$4,607,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,607,000.00	\$0.00		

DRAFT

Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

[illegible]

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User Notes:

Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

[illegible]

State of Connecticut
Department of Administrative Services (DAS) Contractor Prequalification
Update Statement
(Statement to be included with the bid)

Connecticut General Statute §4a-100 and Connecticut General Statute §4b-91

Each bid submitted for a contract shall include an update statement in such form as the Commissioner of Administrative Services prescribes and, if required by the public agency soliciting such bid, a copy of a prequalification certificate issued by the Commissioner of Administrative Services. The form for such update statement shall provide space for information regarding all projects completed by the bidder since the date the bidder's prequalification certificate was issued or renewed, all projects the bidder currently has under contract, including the percentage of work on such projects not completed, the names and qualifications of the personnel who will have supervisory responsibility for the performance of the contract, any significant changes in the bidder's financial position or corporate structure since the date the certificate was issued or renewed, any change in the contractor's qualification status as determined by the provisions of subdivision (6) of subsection (c) of 4a-100 of the Connecticut General Statutes, and such other relevant information as the Commissioner of Administrative Services prescribes. Any public agency that accepts a bid submitted without a copy of such prequalification certificate, if required by such public agency soliciting such bid, and an update statement, may become ineligible for the receipt of funds related to such bid, except the public agency soliciting such bids may allow bidders no more than two business days after the opening of bids to submit a copy of the prequalification certificate, if required by such public agency, and an update statement.

PROJECT THAT COMPANY IS BIDDING ON

PROJECT NAME	Waterford Civic Triangle Improvements
PROJECT NUMBER	23-115R

COMPANY INFORMATION

LEGAL BUSINESS NAME	Suchocki & Son, Inc.	
DBA		
TAXPAYER ID	061390961	
BUSINESS ADDRESS	43 Hatchetts Hill Rd	
BUSINESS CITY, STATE, ZIP	Old Lyme CT 06371	
PREQUALIFICATION CONTACT	Joshua Suchocki	860-889-2283 ext.
	Mandy Mioduszewski	860-889-2283 ext.
	Timothy Suchocki	860-889-2283 ext.

PREQUALIFICATION INFORMATION

EXPIRATION DATE	8/22/2023
SINGLE LIMIT	\$3,000,000.00
AGGREGATE WORK CAPACITY (AWC)	\$5,000,000.00
REMAINING AGGREGATE WORK CAPACITY *	\$2,782,338.00

* The Remaining Aggregate Work Capacity equals your company's AWC minus the Total \$ Amount of Work Remaining

BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) CURRENTLY UNDER CONTRACT

Project Name	Project Owner	% Completed	Total Contract Amount	Work Remaining
Beaver Meadow Culvert	Town of Haddam	95	\$631,800.00	\$31,590.00
CT DOT #0028-0206	CT DOT	85	\$1,876,000.00	\$281,400.00

State of Connecticut
Department of Administrative Services (DAS) Contractor Prequalification
Update Statement

(Statement to be included with the bid)

Birch Mill Rd over Falls Brook	Town of Lyme	0	\$889,202.00	\$889,202.00
Rehabilitation of Bridge #04790 So. Anguilla Rd	Town of Stonington	0	\$338,445.00	\$338,445.00
DPW Salt Shed	Town of Stonington	15	\$796,500.00	\$677,025.00

Total Amount of Work Remaining

\$2,217,662.00

BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) WHICH WERE AWARDED AND 100% COMPLETED SINCE THE DATE OF YOUR INITIAL PREQUALIFICATION OR YOUR LAST RENEWAL

Project Name	Project Owner	Date Completed	Total Contract Amount
Town of North Stonington Center for Emergency Services - Phase I Excavation	Town of North Stonington	8/15/2015	\$462,579.00
Grandview Drive and Sunrise Drive Roadway Improvements	Town of Sprague	12/16/2015	\$877,309.00
Brooklyn Pump Station	Brooklyn Water Pollution Control Authority	11/1/2016	\$273,000.00
Ella Grasso THS & Windham THS FOGS Project	Department of Administrative Services	1/15/2017	\$315,500.00
2016 Roadway Maintenance & Repair Projects	Town of Sprague	1/15/2017	\$167,775.00
Automatic Rollsof New England-Freezer Expansion	Northeast Foods Automatic Rolls of New England	6/30/2018	\$758,000.00
Blackledge Dam Restoration and Reconstruction Project	Town of Glastonbury	5/31/2018	\$485,698.00
North Stonington Emergency Services-Phase 2	Town of North Stonington	6/30/2018	\$911,038.00
McTigh Road Reconstruction - Phase 3	Town of Haddam	7/1/2019	\$1,019,317.03
Multi-Use Path	Town of Glastonbury	11/30/2020	\$1,023,319.00
Raymond Hill Rd Culvert Linings	Town of Montville	12/31/2020	\$125,880.00
Bartlett Basketball Court	City of New London	7/1/2019	\$167,925.00
Valley Service Road Extension	Town of North Haven	7/31/2022	\$2,275,300.00
Montville Sanitary Sewer	Town of Montville	6/29/2021	\$296,000.00
North Parker Road Culvert Replacement	Town of Marlborough	5/30/2022	\$310,350.00
CT DOT#0120-0095	CT DOT	12/1/2022	\$788,609.00

PERSONNEL WHO WILL HAVE SUPERVISORY RESPONSIBILITY FOR THE PERFORMANCE OF THE CONTRACT BEING BID ON

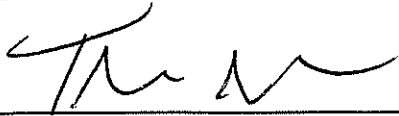
No Records Found For Supervisor

CHANGES IN YOUR COMPANY'S FINANCIAL CONDITION OR BUSINESS ORGANIZATION WHICH MIGHT AFFECT YOUR COMPANY'S ABILITY TO SUCCESSFULLY COMPLETE THIS CONTRACT

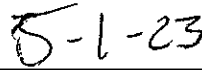
HAVE THERE BEEN ANY CHANGES? NO

IF YES, EXPLAIN

I CERTIFY UNDER PENALTY OF LAW THAT ALL OF THE INFORMATION CONTAINED IN THIS UPDATE STATEMENT IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AS OF THE DATE BELOW.



Signature



Date

It is the responsibility of the Awarding Authority to determine if any of the information provided above will impact the contractor's performance on this project.

The DAS' Contractor Prequalification Program can be reached at DAS.Prequalification@ct.gov

State of Connecticut

Department of Administrative Services
Construction Contractor Prequalification Program

This certifies

Suchocki & Son, Inc.

43 Hatchetts Hill Rd, Old Lyme, CT 06371

As a

Prequalification Construction Contractor
August 23, 2022 through August 22, 2023

CONTACT INFORMATION

Name: Joshua Suchocki

Phone: 860-889-2283

Fax: 860-886-8240

Email: josh@suchockiandson.com

Name: Mandy Mioduszewski

Phone: 860-889-2283

Fax: 860-886-8240

Email: mandy@suchockiandson.com

Effective Date	Aggregate Work Capacity (AWC)	Single Limit (SL)	Classifications
8/23/2022	\$5,000,000.00	\$3,000,000.00	GENERAL BUILDING CONSTRUCTION (GROUP A), LANDSCAPING, SEWER AND WATER LINES, SITEWORK

This certificate prequalifies the named company to bid. It is not a statement of the Contractor's capacity to perform a specific project. That responsibility lies with the awarding authority.

Company Licenses/Registrations: It is the Contractor's responsibility to update their license information by editing their electronic application. Licenses are confirmed by the Department of Administrative Services (DAS) at the time of initial application and at each renewal.

For information regarding the DAS Contractor Prequalification Program, visit <http://portal.ct.gov/dasprequal> or call (860) 713-5260.

Name: Timothy Suchocki
Phone: 860-889-2283
Fax: 860-886-8240
Email: justdigit78@gmail.com

Classification Name	Description
GENERAL BUILDING CONSTRUCTION (GROUP A)	The undertaking of general contracts for the construction of buildings(i.e. new construction, renovation, rehabilitation, alteration, addition, etc. The contract must include a variety of construction practices and supervision of a minimum of three sub-trades. Includes those designs that are repetitive, conventional in character, require minimum design based on pre-engineered components/systems, and that pose minimum effort by the design professional. Examples include repetitive designs, dormitories, warehouses, basic building structures without interior finishes, ceiling replacement, pre-engineered components, recreation facilities, etc.Note: If you are prequalified for General Building Construction under Group B and or Group C, you are automatically prequalified for Group A. ALSO if you are prequalified for General Building Group A you will automatically be prequalified for GENERAL TRADES.Note: For the purposes of DAS Construction Contractor Prequalification, contractors in this classification are not required to be registered as a major contractor with the Department of Consumer Protection. However, there may be specific projects within this classification that require a major contractor registration from the Department of Consumer Protection. Work related to the planning and development of the land for specific use, usually associated with siting a building, or another stated activity such as a recreation area, park or other passive use. The work normally involves the modification of the earth contours; the development of movement pattern such as walks, drives and other paths to achieve a given design; work also includes the selection and placement of plant materials to enhance the site as well as the coordination of other site essentials such as water and power for lighting and work purposes. The construction, rehabilitation and/or reconstruction of waterlines, sewer lines and ancillary works, including well drilling. Work customarily performed by this industry, including earthwork activities (excluding tunneling and mining, special foundations and load bearing elements); utility systems including installation of drainage systems; exterior improvements (excluding plantings) including horizontal paving work not requiring mortar; site preparation and site remediation.
LANDSCAPING	
SEWER AND WATER LINES	
SITEWORK	

This certificate prequalifies the named company to bid. It is not a statement of the Contractor's capacity to perform a specific project. That responsibility lies with the awarding authority.

Company Licenses/Registrations: It is the Contractor's responsibility to update their license information by editing their electronic application. Licenses are confirmed by the Department of Administrative Services (DAS) at the time of initial application and at each renewal.
For information regarding the DAS Contractor Prequalification Program visit <http://portal.ct.gov/dasprequal> or call (860) 713-3280



*Bond and Financial Products
Construction
300 Windsor Street
Hartford, CT 06120
Phone: (800) 282-7297
Fax: (860) 277-8394*

April 26, 2023

Re: Contractor Prequalification -- Suchocki & Son, Inc.
43 Hatchetts Hill Road
Old Lyme, CT 06371

We are pleased to respond to your request concerning the bonding capacity of Suchocki & Son, Inc. Travelers Casualty and Surety Company of America (an AM Best Rated A++ company with a T-Listing of \$211,846,000) has been Suchocki & Son, Inc.'s bonds since 2018. They are a highly valued client of Travelers Casualty and Surety Company of America.

Travelers Casualty and Surety Company of America will consider a bonding program of \$3,000,000 single job size and an aggregate work capacity of \$5,000,000. We are prepared to extend this level of credit to our customer should you require us to do so.

The program expression is conditioned to normal underwriting criteria satisfactory to Travelers Casualty and Surety Company of America at the time of a specific request.

The contact information is Smith Brothers Insurance, Inc. in Glastonbury, Connecticut. The telephone number is 860-430-3309 and the email address is wkrystopa@smithbrothersusa.com

Sincerely,

Wendy Krystopa
Attorney In Fact

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Suchocki & Son, Inc.
43 Hatchetts Hill Road
Old Lyme, CT 06371

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Town of Waterford
15 Rope Ferry Road
Waterford, CT 06385

BOND AMOUNT: 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Waterford Civic Triangle Improvements - Bid No. 23-115R

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of May, 2023.

(Witness)

(Witness)

Suchocki & Son, Inc.

(Principal)

(Seal)

By:

(Title)

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

By:

(Title) Wendy Krystopa Attorney-in-Fact





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Wendy Krystopa of Glastonbury, CT, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: Bid Bond

OR

Principal: Suchocki & Son, Inc.

Obligee: Town of Waterford

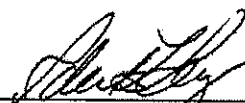
Project Description: Waterford Civic Triangle Improvements - Bid No. 23-115R

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

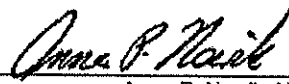
By: 
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 1st day of May, 2023.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sinclair Insurance Group, Inc. 35 Thorpe Avenue, Wallingford, CT, 06492, United S Ste 200 Wallingford CT 06492	CONTACT NAME: Nicole Krzeszowiec
	PHONE: (A/C, No, Ext): 203-284-3212 FAX: (A/C, No): 203-284-8638
	E-MAIL: nkrzeszowiec@srfm.com
	ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	NAIC #
	INSURER A: American Family Home Insurance Company 23450
	INSURER B: Berkley National Ins Co 38911
	INSURER C: Carolina Casualty Company 10510
	INSURER D: Westchester Surplus Lines Ins 10172
	INSURER E:
	INSURER F:

License#: 2328358
SUCH&SO-01**INSURED**
Suchocki & Son, Inc.
43 Hatchetts Hill Rd.
Old Lyme CT 06371**COVERAGES****CERTIFICATE NUMBER:** 451649662**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			88A5GL0001153	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			88A5CA0000859	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			MKC11100166	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	BNUWC0156069	2/1/2023	2/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability			G71787291 004	2/1/2023	2/1/2024	Ea Pollution Cond \$1,000,000 Pollution Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
EVIDENCE OF INSURANCE**CERTIFICATE HOLDER****CANCELLATION**

EVIDENCE OF INSURANCE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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8

AUTHORIZING RESOLUTION OF THE

Waterford Board of Selectmen

CERTIFICATION:

I, David L. Campo, the Town Clerk of the Town of Waterford, do hereby certify that the following is a true and correct copy of a resolution adopted by Waterford Board of Selectmen at its duly called and held meeting on July 11, 2023 at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

RESOLVED, that the Board of Selectmen may enter into with and deliver to the **State of Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security** any and all documents which it deems to be necessary or appropriate; and

FURTHER RESOLVED, that Robert J. Brule, as First Selectman of the Town of Waterford, is authorized and directed to execute and deliver any and all documents on behalf of the Town of Waterford and to do and perform all acts and things which he/she deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

The undersigned further certifies that Robert Brule now holds the office of First Selectman and that he/she has held that office since November, 2019.

IN WITNESS WHEREOF: The undersigned has executed this certificate this 11th day of July, 2023.

David L. Campo, Town Clerk

PLACE
SEAL HERE
(or "L.S." if
no seal)



**FFY 2022 STATE HOMELAND SECURITY GRANT
PROGRAM Region 4 MEMORANDUM OF AGREEMENT**



Data Sheet

Step 1- Fill out this datasheet form to auto populate MOA document in this PDF file.

THIS DATASHEET MUST BE COMPLETED ELECTRONICALLY

Step 2- After populating the document, obtain the correct signatures as outlined by the completion checklist on the following page. Digital and /or scanned signatures can be used, no hardcopy/original signatures are required.

Town Information:



Person Completing Document:	Steven Sinagra
Municipality Name:	WATERFORD
Town CEO Name:	Robert Brule
Town CEO Title (ie. Mayor):	First Selectman

***Municipality Name - Municipalities can enter the name as either the long or short name, for example: enter name as either "New Haven" or "City of New Haven"**

Point of Contact Information:



POC Name & Title:	Steven Sinagra, EMD
Address:	204 Boston Post Road, Waterford, CT 06385
Email:	ssinagra@waterfordct.org
Phone:	(860) 442-9585
Fax:	(860) 443-5327



**FFY 2022 STATE HOMELAND SECURITY GRANT
PROGRAM Region 4 MEMORANDUM OF AGREEMENT
CHECKLIST**



Please use this checklist to insure completion and accuracy of the following agreement.

1.

Instructions for: WATERFORD

Received by: Steven Sinagra

For the MOA:

- ☐ A municipal point of contact has been identified (p. 1 and 10).
- ☐ The Chief Executive Officer has signed and dated the agreement.
- ☐ The Chief Executive Officer's name and title has been typed in the space provided.

☐ Authorizing Resolution Attached

The Blanket Resolution Template includes the recommended language for a resolution. If the information on a blanket resolution signed in a prior year is still valid, the town clerk can verify the accuracy, sign and seal the resolution. In order for a raised seal to be visible in a scan, please rub a pencil over the seal. If a Blanket Resolution is not used, the resolution must reference the FFY 2022 Homeland Security Grant Program. No other resolutions shall be accepted.

Please note: The Fiduciary and Municipality shall complete Appendix A Custodial Ownership and Memorandum of Agreement (Appendix A), for any municipality that takes ownership of equipment purchased with 2022 HSGP funds by the REPT.

(Sample attached, the Fiduciary will complete this form for custodial owners of equipment purchased under the FY 2022 Homeland Security Grant Program)

Once complete, e-mail (no hard copies need to be sent) the complete MOA package (MOA and resolution) to: Mark Paquette , **Southeastern CT COG, Region 4 Fiduciary at:** mpaquette@seccog.org

2.

Instructions for the Southeastern CT COG as Regional Fiduciary

Received by: _____

Review and Signature

- ☐ The Chief Executive Officer has signed and dated the agreement.
- ☐ The Chief Executive Officer's name and title has been typed in the space provided.
- ☐ All of the items listed on this checklist have been completed and are correct.

Submit completed MOAs and resolutions to your DESPP/DEMHS Program Manager by email on a quarterly basis.

Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2022 HSGP funds by the REPT. (Sample attached, Fiduciary will complete for custodial owners of equipment purchased under the FY 2022 Homeland Security Grant Program)

DUE DATE:

**Send to Regional Fiduciary on or before
September 30, 2023**

MEMORANDUM OF AGREEMENT

REGARDING USE OF FEDERAL FISCAL YEAR 2022 STATE HOMELAND SECURITY GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS Region 4

I. AGREEMENT REGARDING THE USE OF FEDERAL HOMELAND SECURITY GRANT FUNDS TO SUPPORT REGIONAL SET-ASIDE PROJECTS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of WATERFORD, the Southeastern CT COG (Fiduciary) and the Region 4 Regional Emergency Planning Team (Region 4 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2022 State Homeland Security Grant Program (SHSGP), Award No. EMW-2022-SS-00057. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. The DEMHS Advisory Council, through its Homeland Security Working Group, has approved the allocation formula for grant funds available under the SHSGP;
4. DESPP/DEMHS is retaining pass-through funds from 2022 SHSGP in the total amount of \$2,188,219.24 on behalf of local units of government, for the following eleven regional set-aside projects designed to benefit the state's municipalities:
 1. Regional Collaboration, 2. Enhancing Information and Intelligence Sharing and Cooperation with Federal Agencies, including DHS*; 3. Addressing Emergent Threats; 4. Capitol Region Metropolitan Medical Response System (MMRS); 5. Medical Preparation and Response; 6. Citizen Corps. Program; 7. Enhancing Cybersecurity*; 8. Enhancing the Protection of Soft Targets/Crowded Places* (allocation included in REPT subgrants); 9. Combating Domestic Violent Extremism*; 10. Enhancing election security* (allocation included in REPT subgrants); and 11. Enhancing Community Preparedness and Resilience* (*denotes National Priority Project).
5. DEMHS – in coordination and cooperation with the municipalities located within DEMHS Region 4 including WATERFORD – has created, and established bylaws for, the Region 4 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DEMHS Region 4
6. WATERFORD is eligible to participate in those Federal Fiscal Year 2022 SHSGP regional allocations made through the Region 4 REPT in the amount of \$393,456.15 (\$354,371.15 for regional projects, \$29,085 for soft target projects and \$10,000 for election security projects) for Region 4 which will be made available to the jurisdictions in Region 4 in the manner recommended by the Region 4 REPT in accordance with its approved bylaws, upon execution of the grant application and as accepted by DESPP/DEMHS.

B. Purpose of Agreement

1. DESPP/DEMHS and WATERFORD enter into Part I of this MOA authorizing DESPP/DEMHS to act as the agent of WATERFORD and allowing DESPP/DEMHS to retain and administer grant funds provided under 2022 SHSGP for the eleven regional set-aside projects listed above, and also for The Southeastern CT COG to provide the financial and programmatic oversight described below.

C. SAA and WATERFORD Responsibilities.

1. DESPP/DEMHS agrees to administer the SHSGP grant funds of \$2,188,219.24 in furtherance of the eleven regional set-aside projects listed above.
WATERFORD agrees to allow DESPP/DEMHS to provide financial and programmatic oversight of the \$2,188,219.24 for the purpose of supporting the allocations and uses of funds under the

2022 SHSGP consistent with the 2022 State Homeland Security Grant Application that has been reviewed and approved by the federal Department of Homeland Security and supported by the Initial Strategy Implementation Spending Plan (ISIP) as part of the Biannual Strategy Implementation Report (BSIR) approved by the Emergency Management & Homeland Security Council, now known as the DEMHS Advisory Council. WATERFORD agrees to allow DESPP/DEMHS to hold, manage, and disburse the grant funds that have been reserved for the eleven regional set-aside projects listed above.

D. Southeastern CT COG and WATERFORD

Responsibilities.

WATERFORD also agrees to allow the Southeastern CT COG to provide financial and programmatic oversight of the Federal Fiscal Year 2022 regional allocation in the amount of \$393,456.15 (\$354,371.15 for regional projects, \$29,085 for soft target projects and \$10,000 for election security projects) targeted to member municipalities in DEMHS Region 4 and recommended through the Region 4 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 4 REPT and DEMHS.

II. AGREEMENT REGARDING CUSTODIAL OWNERSHIP OF REGIONAL ASSETS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of WATERFORD, the Southeastern CT COG (Fiduciary), and the DEMHS Region 4 Regional Emergency Planning Team (Region 4 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. WATERFORD has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of WATERFORD, the region, and if necessary, the State. (Please note: If a town takes ownership of assets, the Fiduciary will assist them in completing Appendix A. The Appendix will be added to this MOA).
4. The parties also agree that WATERFORD may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2022 grant funds, as approved by the Region 4 REPT, and DEMHS, which assets will be added to Appendix A by the Fiduciary within thirty (30) days of approval by the Region 4 REPT.
5. The Region 4 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, all equipment and resources sharing and coordination. All equipment and resources purchased with SHSGP money in this region is eligible for use by any municipality in the region, regardless of who is the custodial owner. An inventory of all equipment purchased with this money shall be maintained and available to DEMHS and all Region 1 municipalities if requested.
6. The Southeastern CT COG (Fiduciary) has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 4 for Federal Fiscal Year 2022;

B. Purpose.

DESPP/DEMHS, the Region 4 REPT, Southeastern CT COG (Fiduciary), and WATERFORD, enter into Part II of this MOA regarding asset(s) for which WATERFORD agrees to be the custodial owner, and which are described in the approved 2022 Subgrant Application and will be added to this MOA as Appendix A.

C. Agreements and Responsibilities of the Parties.

1. Definitions.

As used in this MOA:

- The term "authorized training" means training that is authorized by DESPP/DEMHS.
- The term "custodial owner" means a political subdivision or tribe that has agreed to accept title and responsibility for the asset(s), subject to possible redeployment under the terms outlined in Paragraph C(4) below.

2. Responsibilities of DESPP/DEMHS and Southeastern CT COG (Fiduciary)

In its role as SAA, DESPP/DEMHS will subgrant funds to Southeastern CT COG which, as the Region 4 Fiscal Agent, will procure the asset(s) listed in their approved Subgrant Application (which will be added to Appendix A).

3. Appendix A.

The parties agree that decisions regarding the placement of regional assets in WATERFORD may be made after the execution of this agreement and that Appendix A shall be completed accordingly. WATERFORD agrees to be bound by the terms of this agreement for any asset added to Appendix A. The parties also agree that Appendix A must be signed by the DEMHS Deputy Commissioner, the chair of the Region 4 REPT, and the Chief Executive Officer, or his/her designee, of WATERFORD.

4. Responsibilities of Custodial Owner

WATERFORD understands that it is the Custodial Owner, on behalf of itself and the Region, of the asset(s) which will be added to Appendix A, as may be amended pursuant to Paragraph C(4) above. As Custodial Owner, WATERFORD agrees:

- a. To safeguard the asset(s) in a secure location, including, for example, providing refrigeration or protection from the elements, if appropriate;
- b. To regularly test, use and maintain the asset(s) in working order. It is understood by the parties that trained personnel of WATERFORD's municipal agencies may use the asset(s) for appropriate emergency response/emergency management purposes, including authorized training and exercise;
- c. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested: under the terms of this MOA; under a mutual aid agreement, including a civil preparedness mutual aid agreement approved by DESPP/DEMHS, as required by Conn. Gen. Stat. §28-7(d); under the terms of the intrastate mutual aid system, Connecticut General Statutes §28-22a; or at any time by the State of Connecticut, including DESPP/DEMHS;
- d. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested for authorized training and/or exercise;
- e. To maintain records of the use of the asset(s), including deployment for an actual incident or for authorized training, and to provide these records to DESPP/DEMHS as requested;
- f. To maintain an inventory of the asset(s), including a unique tagging system (including the DEMHS logo) so that the asset(s) can be easily identified as separate from the Custodial Owner's other property, and to provide that inventory to DESPP/DEMHS as requested.
- g. To maintain all necessary insurance regarding the asset(s) and their use;
- h. To cooperate with any state or federal audit of the asset(s) and/or their use;
- i. To abide by the bylaws and/or procedures established under any applicable State of Connecticut or regional plan;
- j. That the State, including DESPP/DEMHS, does not guarantee any further funding for, or provision of repairs to, the asset(s) beyond the terms of this MOA;
- k. That all maintenance and operations of the asset(s) by WATERFORD shall conform to the manufacturer's recommendations. If appropriate, WATERFORD shall maintain trained personnel available to transport and supervise the operation of the asset(s). All personnel or agents of WATERFORD performing any maintenance or repair services in connection with these asset(s) shall be fully qualified and authorized or permitted under federal, state, and local laws to perform such services.

5. Responsibilities of the REPT.

The Region 4 REPT understands and acknowledges that, in accepting responsibility as the custodial owner of the asset(s), WATERFORD is furthering regional collaboration and mutual aid on behalf of all of the members of Region 4

6. Assignment of Asset(s).

If WATERFORD does not comply with the requirements under this MOA, or terminates its involvement in this MOA, then DESPP/DEMHS, in consultation with the REPT Chair, may redirect the asset(s), preferably to a different town within the Region. Whenever possible, DESPP/DEMHS will provide 60 days' notice before re-assigning the asset.

7. Effective Date.

The terms of this agreement will become effective when all parties have executed it.

8. Authority to Enter Agreement.

DESPP/DEMHS is authorized to enter into this Agreement through the Deputy Commissioner of the DESPP/DEMHS pursuant to the authority provided under Connecticut General Statutes §4-8 and Titles 28 and 29. The Municipality of WATERFORD is authorized to enter into this agreement through its Chief Executive Officer, authorized pursuant to the attached [original or certified copy of resolution, ordinance or charter provision]. The other persons executing this Memorandum of Agreement (MOA) on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign, as indicated by valid resolutions, if necessary.

9. Duration of Agreement.

Part I of this MOA, as modified with the consent of the parties, remains in full force and effect until the end of the grant period, or any extension thereof, covered by this MOA, unless cancelled by DESPP/DEMHS, giving

WATERFORD written notice of such intention at least thirty (30) days in advance. Any party may terminate its involvement with Part II of this agreement upon sixty days' written notice to the other parties. DESPP/DEMHS reserves the right to cancel any funding under this MOA without prior written notice when the funding is no longer available.

10. Amendment of the Agreement.

This agreement may be modified upon the mutual written consent of the parties.

11. Additional Required Terms and Conditions

Parties agree to incorporate the additional terms in Appendix B and Appendix C into this agreement. Parties agree to be bound by the terms in Appendix B and Appendix C.

Points of Contact

1. The Point of Contact for DESPP/DEMHS	
Name & Title: Deputy Commissioner Brenda M. Bergeron	
Address: 1111 Country Club Road, Middletown, CT 06457	
Emails: brenda.bergeron@ct.gov and DEMHS.HSGP@ct.gov	Phone: 860-685-8531 Fax: 860-685-8551
2. The Point of Contact for (Please fill in the following fields)	
WATERFORD	
Name & Title: Steven Sinagra, EMD	
Address: 204 Boston Post Road, Waterford, CT 06385	
Email Address: ssinagra@waterfordct.org	Phone: (860) 442-9585 Fax: (860) 443-5327

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below:

THE WATERFORD

By: _____ Date: _____

Its Chief Executive Officer
Duly Authorized

Typed Name & Title: Robert Brule _____

First Selectman _____

THE Southeastern CT COG, as fiduciary agent By:

Its Chief Executive Officer
Duly Authorized
Typed Name _____

Date: _____

DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION/
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY

By: _____ Date: _____

Brenda M. Bergeron
Duly Authorized

MEMORANDUM OF AGREEMENT

REGARDING USE OF
FEDERAL FISCAL YEAR 2022 STATE HOMELAND SECURITY
GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL
ASSETS IN DEMHS REGION 4

AMENDMENT TO APPENDIX A

FOR THE

Equipment Description

THE

By: _____ Date: _____
Its Chief Executive Officer Duly Authorized

Typed Name & Title: Robert Brule

First Selectman

DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION/
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY

By: _____ Date: _____
Brenda M. Bergeron
Deputy Commissioner
Duly Authorized



**STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION
DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY
APPENDIX B**



State of Connecticut General Terms and Conditions

SECTION 1: Audits

- 1.1 For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

SECTION 2: Access to Contract and State Data.

- 2.1 The Contractor shall provide to the Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Agency in a format prescribed by the Agency and the State Auditors of Public Accounts at no additional cost.

SECTION 3: Forum and Choice of Law.

- 3.1 The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

SECTION 4: Termination.

- 4.1 Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.

- 4.2 Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- 4.3 The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- 4.4 Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- 4.5 The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
- 4.6 For breach or violation of any of the provisions in the section concerning representations and warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- 4.7 Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- 4.8 Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

SECTION 5: Tangible Personal Property.

- 5.1 The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - 5.1.1 For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - 5.1.2 A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - 5.1.3 The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - 5.1.4 The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - 5.1.5 Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- 5.2 For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- 5.3 The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

SECTION 6: Indemnification.

- 6.1 The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including

but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

- 6.2 The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- 6.3 The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- 6.4 The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- 6.5 The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
- 6.6 This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

SECTION 7: Sovereign Immunity.

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

SECTION 8: Summary of State Ethics Laws.

- 8.1 Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary

and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

SECTION 9: Audit and Inspection of Plants, Places of Business and Records.

- 9.1 The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- 9.2 The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- 9.3 The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- 9.4 The Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Agreement. The Contractor shall remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Agreement's setoff provision.
- 9.5 The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- 9.6 The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- 9.7 The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

SECTION 10: Campaign Contribution Restriction.

- 10.1 For all State contracts, defined in Conn. Gen. Stat. §9-612 as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

SECTION 11: Protection of Confidential Information.

- 11.1 Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- 11.2 Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - 11.2.1 A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - 11.2.2 Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - 11.2.3 A process for reviewing policies and security measures at least annually
 - 11.2.4 Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - 11.2.5 Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- 11.3 The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential

Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

- 11.4 The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- 11.5 Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.
- 11.6 The above section uses the terms "Confidential Information" and "Confidential Information Breach." Please use the following two definitions for those terms and include them, alphabetized, in the definition section of the contract:

"Confidential Information" shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

"Confidential Information Breach" shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

SECTION 12: Executive Orders and Other Enactments.

- 12.1 All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.

- 12.2 This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- 12.3 This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

SECTION 13: Nondiscrimination.

- 13.1 For purposes of this Section, the following terms are defined as follows:
- 13.1.1 "Commission" means the Commission on Human Rights and Opportunities;
- 13.1.2 "Contract" and "contract" include any extension or modification of the Contract or contract;
- 13.1.3 "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- 13.1.4 "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- 13.1.5 "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- 13.1.6 "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;
- 13.1.7 "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- 13.1.8 "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- 13.1.9 "minority business enterprise" means any small contractor or supplier of

materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

13.1.10 "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

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

information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- 13.3 Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- 13.4 The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- 13.5 The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- 13.6 The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- 13.7 (1)The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

- 13.8 The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- 13.9 Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box: ☐

SECTION 14: Iran Investment Energy Certification.

- 14.1 Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- 14.2 If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

SECTION 15: Consulting Agreement Representation.

- 15.1 Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral

agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title	Name of Firm (if applicable)
Start Date	End Date
	Cost

The basic terms of the consulting agreement are: _____

Description of Services Provided: _____

Is the consultant a former State employee or former public official? ☐ YES ☐ NO
 If YES: _____

Name of Former State Agency	Termination Date of Employment
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SECTION 16: Large State Contract Representation for Contractor.

- 16.1 Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:
- 16.2 That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- 16.3 That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key

personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

- 16.4 That the Contractor is submitting bids or proposals without fraud or collusion with any person.

SECTION 17: Large State Contract Representation for Official or Employee of State Agency.

- 17.1 Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

SECTION 18: Call Center and Customer Service Work.

- 18.1 Contractor shall perform all required state business-related call center and customer service work entirely within the State of Connecticut. If Contractor performs work outside of the State of Connecticut and adds customer service employees who will perform work pursuant to this Contract, then Contractor shall employ such new employees within the State of Connecticut prior to any such employee performing any work pursuant to this Contract.

Appendix C

FY 2023 DHS Standard Terms and Conditions

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

- I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
- II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and

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Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection

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therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

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XIV. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

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XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides

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that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Reporting Subawards and Executive Compensation

Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

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Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

- (a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

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XXXVI. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVII. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVIII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.