



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT COVER SHEET

Please Type

Contractor full name: Total Communication, Inc.

Doing Business As, if applicable:

Business Address: 333 Burnham Street, East Hartford, CT 06108

Business Phone: (860) 622-4075

Business email: chrisgarlock@Totalcomm.com

SS# OR Tax ID #: 06-1020653

Funding Source & Acct # including location code: 3C202075 58704

Principal or Supervisor: Gilda Herrera

Agreement Effective Dates: From 07/01/2021 To: 06/30/2022

Hourly rate or per session rate or per day rate.

Total amount: \$ 74,153.35

Description of Service: Please provide a one or two sentence description of the service. *Please do not write "see attached."*

Seeking affordable solution to upgrade the obsolete Cat5 wiring to Plenum Cat6 cable at Nathan Hale school. This service is E-Rate eligible.

Submitted by: Gilda Herrera Phone: 475.220.1694



NEW HAVEN PUBLIC SCHOOLS

Operations Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Gilda Herrera
Date: 1/25/2021
Re: Renewal Agreement with Total Communication for Nathan Hale School Cabling Upgrades

Contractor Name: Total Communication, Inc.

Contractor Address: 333 Burnham Street, East Hartford, CT 06108

Is the contractor a Minority or Women Owned Small Business? N/A

Renewal or Award of Contract/Agreement? Yes

Total Amount of Contract/Agreement and the Hourly or Service Rate
\$74,153.35

Funding Source & Account #: 3C202075 58704

Key Questions: (Please have someone ready to discuss the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education):

- 1. What specific service will the contractor provide:** to upgrade obsolete Cat5 wiring to Plenum Cat6 cable at Nathan Hale School, from July 1, 2021 to June 30, 2022 in an amount not to exceed \$74,153.35.
- 2. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection:** RFP 2020-12-1361
- 3. If this is a renewal with a current vendor, has the vendor's performance been satisfactory under the existing contract or agreement?** No
- 4. If this Contract/Agreement is a Renewal has cost increased? If yes, by how much?** N/A
- 5. If this Contractor is New has cost for service increased from previous years? If yes, by how much?** This is a new service agreement for 2021-2022 to upgrade the outdate cabling in Nathan Hale School.
- 6. Is this a service existing staff could provide? Why or why not?** No.



New Haven School Change

NEW HAVEN PUBLIC SCHOOLS

Gildemar Herrera
NHPS IT Director

January 25, 2021

Mr. Chris Garlock
Major Account Executive
Total Communications, Inc.
333 Burnham Street
East Hartford, CT 06108

Dear Mr. Garlock:

This letter will confirm our decision to name Total Communications, Inc. as the winning vendor for the Wireless Upgrade to Nathan Hale 2021-2022.

The procurement of these services and equipment will dependent upon the following conditions;

1. Board of Education approval
2. Receipt of funding from Schools and Libraries Divisions of the Universal Service Administrative Company-E-Rate
3. Start of Services

We look forward to working with Total Communications, Inc. on this project.

Sincerely,

Gildemar Herrera

Cc: Michael Fumiatti
Phillip Penn
Keisha Hannan



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Total Communication, Inc.

FOR DEPARTMENT/PROGRAM:

Information Department, NHPS

This Agreement entered into on the 1st day of July, 2021, effective
(start date no sooner than the day after Board of Education Approval), on the 30 day
of July, 2021, by and between
the New Haven Board of Education (herein referred to as the "Board")
and, Total Communication, Inc.

located at, 333 Burnham Street, East Hartford, CT 06108

(herein referred to as the "Contractor").

Compensation: The Board shall pay the contractor for satisfactory performance of services
required the amount of per day, hour or session,
for a total of day(s), hour(s) or session(s). \$ 74,153.35

The maximum amount the contractor shall be paid under this agreement: \$ 74,153.35
Compensation will be made upon submission of an itemized invoice which includes a detailed
description of work performed and date of service.

Fiscal support for this Agreement shall be by **Program**
of the New Haven Board of Education, **Account Number:** 3C202075 58704
Location Code:

This agreement shall remain in effect from 07/01/2021 to 06/30/2022

SCOPE OF SERVICE: *Please describe service deliverables, including, locations and costs for
service, including travel and supplies, if applicable. A detailed Scope of Service with pricing must
be attached as Exhibit A). Please do not leave this section blank*

Exhibit A: Scope of Service: Please attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable.

Exhibit B: Student Data and Privacy Agreement: Attached

APPROVAL: This Agreement must be approved by the New Haven Board of Education *prior to service start date*. Contactors may begin service no sooner than the day after Board of Education approval.

HOLD HARMLESS: The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

TERMINATION: The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.



Contractor Signature

President
New Haven Board of Education

01/25/2021

Date

Date

GROTT LENON
PRESIDENT

Contractor Printed Name & Title

Revised: 12/3/19



NEW HAVEN PUBLIC SCHOOLS

EXHIBIT B

STUDENT DATA PRIVACY AGREEMENT
SPECIAL TERMS AND CONDITIONS

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. § 10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student-generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Quote Prepared For: Wired Upgrade To Nathan Hale 2021-20222

0

CPE Material			Unit Price	Total Price
QTY	Part #	Description		
88000	874048914/10	PLENUM - WIRE CAT6 4PR/24AWG PLENUM SOLBC GRAY - Order in Qty's of 1000	0.27	23,579.49
493	ICPCK03BK	ICC - Patch Cord, CAT 6, Molded Boot, 3 FT, Black	1.72	846.95
493	42080-1WS	FACEPLATE W/ID WINDOW SINGLE GANG 1PORT WHITE	1.55	764.78
493	61110-RL6	JACK CAT6 QUICKPORT BLUE	8.21	4,045.13
13	69586-C48	PANEL PATCH CAT6 48 PORT	379.51	4,933.67
1	Lot	Fire stop		
2	Beam Clips	Beam Clamp	121.79	243.59
4	CAT32	CAT32 J Hooks	183.33	733.33
1	493	Plenum Cat6 Network runs	-	-
1	13	Cat6 48 port Patch panels	-	-
1	493	3 Ft. Plenum Cat6 Patch cables	-	-
1	493	Cat6 Jacks	-	-
1	493	face Plates	-	-
1	LABOR	LABOR	43,750.00	43,750.00
0	0	Includes removal of existing cabling and materials per NHPS IT Instructions		
			Subtotal \$	79,153.35
			Customer Loyalty Discount \$	5,000.00
			Total \$	74,153.35

GENERAL ASSUMPTIONS

The following General Assumptions apply to this quotation unless otherwise specified in the preceding scope of work.

BASIC:

All work is to be completed between 8:00AM and 4:00PM, Mon. - Fri. Overtime labor due to customer caused delays or customer time restraints shall be at an additional cost.

Installers will be provided timely access to all areas needed to complete this installation.

Material costs included with this quotation may fluctuate due to demand and availability. Material pricing is based on material costs at the time the quotation is given to the customer.

Work requests outside the original scope of work will be completed on a change order basis. All change orders must be signed prior to the commencement of that work.

Any and all fees, permits, and right of ways are the responsibility of the customer. Frontier. can provide these services if requested, additional costs will apply.

All materials and installation thereof, shall conform to associated National Fire Protection Agency (NFPA) / National Electric Codes (NEC).

CABLE ROUTES:

Unless otherwise noted, no conduit construction is included with this quotation. This quotation assumes a cable run will not exceed 300 FT that ceilings are fully accessible, suspended type not to exceed 8FT. With sufficient space available, walls should be sheet rock type and fishable. Patch panel not included

All required moving of furniture, file cabinets, desks, and equipment will be responsibility of others.

Alterations or deviations, if any, from the above scope of work, or any delays or postponements of the work by the Customer or its agents which result in additional materials or labor costs, will become an extra charge which will be billed as an addition to this proposal amount. Any extra move on or off the job site due to circumstances beyond our control will be billed as an extra at hourly labor and equipment rates in effect at the time.

BUILDING PERMIT NOT INCLUDED



Quote Prepared For: Wired Upgrade To Nathan Hale 2021-20222		0
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13	69586-C48	PANEL PATCH CAT6 48 PORT	379.51	4,933.67
1	Lot	Fire stop	256.41	256.41
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4	CAT32	CAT32 J Hooks	183.33	733.33
1	493	Plenum Cat6 Network runs	-	-
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BUILDING PERMIT NOT INCLUDED



Prepared For:

City of New Haven
Attn: Bureau of Purchases
200 Orange Street, Room 301
New Haven, CT 06510



Submitted By:

Chris Garlock
Major Account Consultant
860.622.4132
chrisgarlock@totalcomm.com



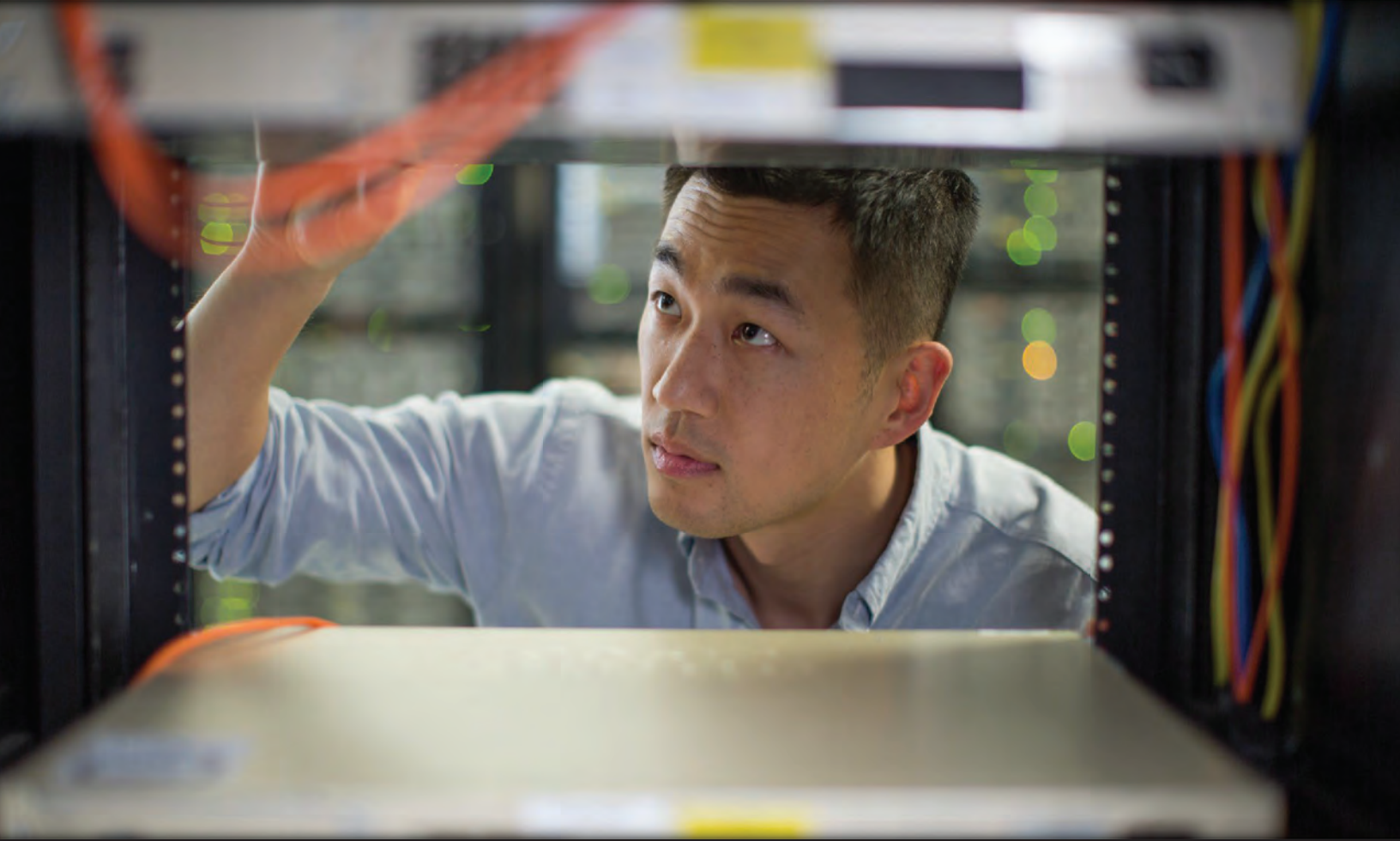


NEW HAVEN PUBLIC SCHOOLS

Contents

NHPS Wireless Upgrade RFP #2020-10-1351

- 1. Company Information**
- 2. Statement Qualifications**
- 3. Solution Overview & Pricing**
- 4. Supporting Documents**



1. Company Information

Why Total Communications?

Helping business connect, communicate, and collaborate since 1980



When your organization needs to connect, communicate, or collaborate, turn to Total Communications. For over 40 years, we've been dedicated to helping organizations use technology to increase productivity and enhance services. We are a trusted advisor for all your IT / Telecommunications needs, including telephone systems, carrier services, voice/video/data networks, Internet services, structured cabling and IT services.

1980 to 2020: Continually Evolving

Founded in 1980, Total Communications entered the newly opened telecommunications market selling hospital call systems, paging equipment and an electronic key telephone. From a small 5-person operation, Total has grown to be a dynamic enterprise with 4 locations and 6 divisions. We have continually expanded services in response to customer needs, starting with becoming an Authorized SNET Agent in 1989 to adding comprehensive IT Support in 2011. Total Communications has been based in Connecticut for over 40 years.

Experience

Today, Total Communications serves 12,000 customers and has over 40 years of experience in voice, 25 years in data and 20 years in VoIP/unified communications. Dealing with leading the public and private sector clients throughout New England over the years has given us an in-depth perspective on your requirements and challenges. We have designed, implemented and maintained communication solutions for leading public and private entities including:

- Hartford Public Schools
- Greenwich Public Schools
- City of Waterbury & BOE
- Jobs for the Future
- City of Norwalk
- New Haven Public Schools
- Choate Rosemary Hall
- Holyoke Medical Center
- Westfield Gas & Electric
- City of Middletown

Total & Cisco: Converging Voice & Data

Total Communications is a Cisco Gold Partner. With experience in telephony and data, Total was selected by Cisco Systems in the late 1990s to work on their Selsius IP Telephony product prior to its release. In 1999 and 2000 Total Communications designed and installed a Cisco Unified Communications System for the Hartford, Connecticut Public Schools, which was one of the largest installations worldwide at the time. Today, we are a Cisco Master Collaboration Specialized Partner, a specialization held by less than 1% of Cisco VARs in the United States. This is the highest level of specialization Cisco offers, and recognizes Total as having the ability to provide sophisticated, value-added Cisco Unified Communications solutions through their in-depth sales capabilities, technology skills and service offerings.

Continually Investing in TECHNOLOGY, STAFF & CERTIFICATIONS

Today, thousands of businesses and organizations across the US rely on Total to maintain their critical IT / Telecommunications systems. Total has been recognized for customer satisfaction excellence by Cisco Systems and AT&T. As a service-driven company in a competitive industry; we constantly invest in technology, staff and certifications including:

Technology

We have invested in advanced technology to offer small-to-mid-size organizations enterprise-level services, giving them a technological edge. We've also made a major investment in physical resources. Total Communications manages customer networks from 2 secure, environmentally controlled Network Operating Centers (NOCs). Both NOCs feature high-speed Internet connections, multi-layer security, sophisticated software, and uninterruptible power supplies. The NOC at our corporate headquarters is backed by a 150 KW hard wired electrical generator, assuring business continuity for our customers.

- 1000 sq. ft. Network Operations / Co-location Center
- Redundant Network Monitoring Center at corporate headquarters
- Technology Demonstration Center
- 2 Million dollar inventory of parts & equipment

Staff

Our key network engineers have been deeply involved with Cisco IP Telephony since 1999. In addition to 5 local individuals with the CCNP-V certification and 2 with the CCNA-V certification, we have two CCIEs employed full time at our corporate headquarters in East Hartford, Connecticut. They each hold a certification in Collaboration, a certification held by less than 2,400 worldwide. A third CCIE is specialized in routing and switching and also holds the elite Cisco Certified Design Expert (CCDE) certification. All of these employees have participated in the design, implementation and support of Cisco Unified Communications projects ranging from 50 to 5,000 users. This group also collaborates with our on-staff Project Management Professional (PMP) and Microsoft and VMware certified staff members. Total is deeply committed to continual improvement by significantly investing in continuing education and technology upgrades annually.

Company Certifications

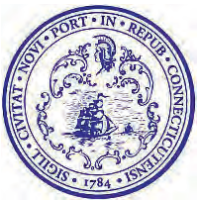
- Cisco® Gold Certified Partner (held by less than 1% of Cisco Partners in US)
- Cisco® Master Collaboration Specialized Partner
- Cisco® Advanced Collaboration Architecture
- Cisco® Advanced Data Center Architecture
- Cisco® Advanced Enterprise Network Architecture
- Cisco® Advanced Security Architecture

Staff Qualifications

- 37 network engineers with over 350 Cisco Certifications
- 1 Cisco® Certified Design Expert (CCDE, highest level of certification for design, ~200 worldwide)
- 5 Cisco® Certified Internetwork Experts (CCIE, Cisco's highest level of professional certification for planning, operating and troubleshooting infrastructures, 2 of these CCIEs are in Collaboration locally in East Hartford)
- 24 Professional Certifications (CCNP, CCDP)
- 42 Associate Certifications (CCNA, CCDA)



2. Statement of Qualifications



Statement of Qualifications

Statement of Qualifications:

Each solicitation response shall include a Statement of Qualifications in the format provided in this Solicitation upon stationary of the responding entity.

All questions must be answered, and the data given must be clear and comprehensive. The respondent may submit any additional information he/she desires.

1. Name of Vendor/Contractor/Respondent (requires a real person's name)

Total Communications, Inc. a subsidiary of Frontier Communications Corp.

2. Permanent main office address

310 Orange Street, New Haven, CT and 333 Burnham Street, E. Hartford, CT

3. Contact Information: Phone, Fax, **E-mail**

Phone 800.300.0824

Fax _____

860.528.1904

E-Mail info@totalcomm.com

4. When organized

1980

5. Legal form of ownership. If a corporation, where incorporated.

Corporation, Connecticut.

6. How many years have you been engaged in services, under your present name?

40 Years as Total Communications, Inc. and 5 Years as a wholly-owned subsidiary of Frontier Communications.

7. Experience in work similar in scope of services and in importance to this solicitation opportunity. Provide three references.

NEW HAVEN BOARD OF EDUCATION

- \$8,000,000.00+

- William Zesner; Network Services Supervisor; william.zesner@new-haven.k12.ct.us 475220-1692

- Provide VOIP and Data Network Solutions for New Haven Schools 2019

CITY OF HARTFORD & HARTFORD BOARD OF EDUCATION; 260 Constitution Plaza – Hartford, CT 06103

- \$6,500,000.00+; Initial Installation in August 1999 – currently maintaining. Supports over 24,000 students, 6500 IP Phones, over (60) Board of Education and City Locations, (16) PRI's, Cisco Call Manager 6

- Patrick Welch, Director of Network Operations, MHIS; 860-757-9436, pwelch@hartfordschools.org

CITY OF NORWALK; 125 East Avenue – Norwalk, CT 06856

- \$1,100,000.00+; Installed July 2007; 900 IP Phones, Call Manager 4.2, Unity VM, 14 Locations including BOE

- Karen DelVecchio, Director Information Technology 203-854-7900

CITY OF TRUMBULL & BOARD OF EDUCATION; 5866 Main Street, Trumbull, CT 06611

- \$500,000.00+; Installed 2017. Cisco BE6K, 830 users between Town and Schools. 4 SIP entry points. Town and schools each have failover to secondary servers, then can fail over to each other

- Bill Chin, IT Director, wchin@trumbull-ct.gov

8. Have you ever failed to complete any work awarded to you? If so, where and why?

No.

9. Have you ever defaulted on a contract? If so, where and why?

No.

10. Describe any pending litigation or other factors, which could affect your organization's ability to perform this agreement

N/A

11. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including the officers. Indicate which individuals are authorized to bind the organization in negotiations with the City of New Haven

Scott Lennon, President of Total Communications Inc. is the legal signatory.

12. Name, title, address and telephone number of the individual to whom all inquiries about this Proposal should be addressed.

Chris Garlock, Major Account Consultant, 860-622-4132, 860-528-1904 chrisgarlock@totalcomm.com

13. Will you, upon request, fill out a detailed financial statement and furnish any other information or sign a release that may be required by the City of New Haven?

Yes.

14. Tax Identification number(s) 06-1020653

15. Are you able to receive Credit Card Payments for your services rendered? Yes.

16. Addendums - notices are sent electronically and are posted to portal. You are responsible for the addendum content whether viewed or not. (See section **Interpretation of Addenda for details**)



check Box

17. Project requiring a percent market up, material cost cannot exceed ten percent (%). Please state your markup percentage here: ** N/A (**if you leave it blank, we will consider your percentage markup "0")



3. Solution Overview & Pricing

Total Communications dba Frontier Communications will address the need at the New Haven Public Schools (NHPS) providing an affordable solution to upgrade wireless equipment throughout the district.

Total Communications solution is a continuation of standardizing on the Meraki wireless equipment under the direction of the New Haven Public Schools IT Director and their designees.

This contract is for one budget year with an option to renew at the sole discretion of NHPS at the end of the contract. This option can be exercised four times.

For the 2021-22 School Year Total Communications is providing for New Haven Public Schools (NHPS) to replace the obsolete CAT5 wiring at Nathan Hale School. Total Communications will replace all CAT5 cables in the building, with Plenum CAT6 cables. Included in the proposal is a list of materials and work to be completed. Total communications understands and complies to the project and the estimated time to complete the project considering a 35 hour work week the Summer of 2021.

- Plenum Cat6 Network runs
 - o Included in pricing
 - 493
- Cat6 48 port Patch panels
 - o Included in pricing
 - 13
- 3 Ft. Plenum Cat6 Patch cables
 - o Included in pricing
 - 493
- Wall Jacks
 - o Included in pricing
 - 493

- TCI will replace all Cat5 cable with Plenum Cat6.
- TCI will replace all Patch Panels with 48 port Cat6 Patch Panels.
- TCI will replace all network jacks located through the building.
- TCI will certify all network runs and provide to the result to the IT Department.
- TCI will label both the Patch Panel and Network jack of each run.
- TCI will install Patch cables.
- TCI will request Floor Plans from NHPS
- TCI has an E-Rate SPIN and a current SPAC on file with NHPS.
- TCI understands that all network runs are within 300 feet of a network closet.
- While no additional conduit is expected, TCI will supply conduit if needed.
- TCI understands this project is contingent on E-RATE funding
- TCI will remove all existing cabling and materials as requested from NHPS at no additional charge.
- TCI local office 310 Orange Street is less than 1 mile from NHPS HQ @ 54 Meadow St New Haven



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CABLE ROUTES:

Unless otherwise noted, no conduit construction is included with this quotation. This quotation assumes a cable run will not exceed 300 FT that ceilings are fully accessible, suspended type not to exceed 8FT. With sufficient space available, walls should be sheet rock type and fishable. Patch panel not included. All required moving of furniture, file cabinets, desks, and equipment will be responsibility of others.

Alterations or deviations, if any, from the above scope of work, or any delays or postponements of the work by the Customer or its agents which result in additional materials or labor costs, will become an extra charge which will be billed as an addition to this proposal amount. Any extra move on or off the job site due to circumstances beyond our control will be billed as an extra at hourly labor and equipment rates in effect at the time.

BUILDING PERMIT NOT INCLUDED



4. Supporting Documents

CITY OF NEW HAVEN
New Haven, Connecticut 06510



DISCLOSURE & CERTIFICATION AFFIDAVIT

EVERY SECTION MUST BE COMPLETED
For help completing this form contact 203-946-8201

Contractor/Vendor Name:	Total Communications, Inc. a subsidiary of Frontier Communications Corporation
Address:	333 Burnham Street, East Hartford, CT 06108
Telephone and/or Fax #:	800.300.0824
Email Address:	scottlennon@totalcomm.com / chrisgarlock@totalcomm.com
Contact Person:	Scott Lennon (Binding Agent) or Chris Garlock (Sales or RFP Response Questions)

For the purposes of this Disclosure and Certification Affidavit, the following definitions apply:

(a)	"Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
(b)	"Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
(c)	"City" means any official agency, board, authority, department office, or other subdivision of the City of New Haven.
(d)	"Affiliate Entity" means any entity listed in sections 9 or 10 below or any entity under common management with the Contractor.

State of	Connecticut	County of	Hartford
I,	Scott Lennon <small>(type or print your name above)</small>	being first duly sworn, hereby deposes and says that:	
1.	I am over the age of 18 and understand the obligations of making statements under oath; I understand that the City of New Haven is relying on my representations herein.		
2a.	I am the corporate secretary or majority owner (including sole proprietorship) of	Insert Company Name above	
2b.	Or I am an individual and my name is:	Scott Lennon <small>if an individual, insert your name above</small>	
3.	I am fully informed regarding the preparation and terms of the above referenced agreement (the "Agreement") and of all pertinent circumstances related thereto.		
4.	Please select the applicable representation(s) regarding taxes or, if none of the below are accurate, attach an explanation of the status of the relevant tax obligations to this Affidavit (mark an "X" in the appropriate box or "NA" if none apply).		
4a.	<input type="checkbox"/> As required by Conn. Gen. Stat. §12-41, the Contractor (and each owner, partner, officer, authorized signatory or Affiliate Entity of the Contractor) has filed a list of taxable personal property with the City of New Haven for the most recent grand list and all taxes are current.		
4b.	<input type="checkbox"/> The Contractor (including any owner, partner, officer or authorized signatory thereof) is not required to file a list of taxable personal property with the City of New Haven for the most recent grand list and does not owe any back taxes to the City of New Haven, either directly or through a lease or other agreement.		
4c.	<input type="checkbox"/> The Contractor or an owner, partner, officer, representative, agent or Affiliate Entity of the Contractor either i) has a PILOT agreement with the City of New Haven or ii) owes back taxes and has executed an agreement with the City of New Haven to pay said back taxes in installment payments. Such agreement is attached and incorporated herein by reference and the payments under said agreement are not in default.		
5.	<input checked="" type="checkbox"/>	Other than as may be described in section 4 above, the Contractor (including any owner, partner, officer, other authorized signatory, or Affiliate Entity) does not have any outstanding monetary obligations to the City of New Haven.	
6.	Please select the applicable representation about the Contractor's business registration:		
6a.	<input checked="" type="checkbox"/>	Contractor is a Connecticut corporation, partnership, limited liability company or sole proprietorship and its Connecticut Secretary of the State Business ID #:	06-1020653 Insert State Registration # above
6b.	<input type="checkbox"/>	Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship but is registered to do business in the State of Connecticut. The Contractor's Connecticut Secretary of the State Business ID #:	Insert State Registration # above
6c.	<input type="checkbox"/>	Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship and is not registered to do business in the State of Connecticut. The Contractor is registered in the State of:	Please insert State name above
<small>Contractor has confirmed with the Connecticut Secretary of the State that the services it will provide pursuant to the Agreement do not constitute doing business in the State of Connecticut and no registration with the Connecticut Secretary of the State is required. Contractor does otherwise have the following State of Connecticut registrations, certificates or approvals relevant to the Agreement (if not applicable, state N/A).</small>			

7. The following list is a list of the names of all persons affiliated with the business of the Contractor who are also affiliated with the City of New Haven. For purposes of this Affidavit, "affiliated with the business of the Contractor" includes any current or former employee (including officers) of the Contractor or any owner, board member or agent of the Contractor, or of any subsidiary or parent company of the Contractor, and "affiliated with the City of New Haven" means any employee, agent, public official, board member, commissioner or any other person serving in an official capacity for or on behalf of the City of New Haven. If none state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Name	City Affiliation Role & Time Frame	Contractor Affiliation Role & Time Frame	DOB
1 N/A			
2			

8. The following list is a list of all contracts in which either the Contractor, any person affiliated with the business of the Contractor or an Affiliate Entity of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Name of Contractor or Affiliate	Affiliation (if applicable)	Contract Number	DOB
1 N/A			
2			

9. The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Organization Name	Address	Type of Ownership
1 N/A		
2		

10. The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Name	Title	% of Ownership	DOB
1 Frontier Communications Corp.	N/A	100	N/A
2			

11. If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 N/A		
2		

I hereby certify that I am duly authorized to sign this Affidavit and that the person who will sign the Agreement with the City on behalf of the Contractor will be duly authorized to execute the same. I hereby further certify that the statements set forth above are true and complete on the date hereof and that I, or another authorized individual of the Contractor, will promptly inform the City, in writing, if any of the information provided herein changes or is otherwise no longer accurate at any point during the execution of the above referenced Agreement. I understand that any incorrect information, omission of information or failure of the Contractor to update this information, as described in the foregoing sentence, may result in the immediate termination of any and all agreements the Contractor has with the City of New Haven and disqualification of the Contractor to further contract with the City.

Signature & Title of person completing this form:			
<i>[Signature]</i> SVP			
THIS FORM MUST BE NOTARIZED		NOTARY SEAL (if available)	
Signature of Notary:		<i>[Signature]</i>	
Subscribed and sworn to, before me on this:	9th	Day of	November 20 20
My Commission Expires:	March 31st, 2021		

This form should be mailed or emailed to the contracting department or included with a specific solicitation.

(This form shall be updated if the Agreement contemplated hereby is not executed within six months of the date hereof.)



MBE SUB CONTRACTOR UTILIZATION AGREEMENT

Rev. 9/28/2020

During the performance of this **Contract**, the **Awarded Contractor** agrees to comply with all provisions of the Small Business Enterprise Construction Opportunity Initiative Ordinance section 12-9. The City's provisions are as follows:

(a) The City's specific goals for utilization of MBE subcontractors are defined in Section 12-5 of this Ordinance. The City hereby requires that all parties bidding or otherwise seeking to be qualified as a Contractor with respect to a City Construction Contract ("the lowest responsible bidder") shall aggressively make every effort to obtain MBE participation in order to achieve the utilization goals.

(b) The provisions of this section 12 - 9 shall apply to all City Construction Contracts that are over \$150,000.

(c) All bidders shall be required to submit this affidavit signed by a principal or other authorized person of the Contractor and submitted with their bid. If the affidavit is not submitted with the bid, the bidder will be considered a non-responsive bidder, and the bid may be rejected. If a bidder submits more than one non-responsive bid within a 12-month period, that bidder will be disqualified from all future bids within the next 12 months.

(d) The City intends to award City Construction Contracts to the lowest responsible bidder that has achieved or made a good faith effort to achieve the MBE utilization goals. Failure by any awarded Contractor to demonstrate that they have either achieved the utilization goals, or that they have made good faith efforts to achieve the utilization goals as required hereunder, will result in a determination by the Purchasing Agent that the bidder is not a responsible bidder with respect to the City Construction Contract in question.

(e) In order to achieve the MBE utilization goals, a Contractor may award contracts to Subcontractors that are certified as MBEs for the purpose of this program, or may enter into a joint venture (or other commercially reasonable relationship which is satisfactory to the City for the purposes of this program) with one or more MBEs, for the purpose of carrying out the City Construction Contract. The MBE(s) must perform actual construction work (or construction-related work such as site preparation, etc.) and not merely act as a passive conduit.

(f) The Awarded Contractor shall submit signed contracts or letters of commitment with the MBEs that will be utilized by the Contractor in the carrying out such City Construction Contract, together with a list of the respective dollar amounts payable to each such MBE. This list shall be provided by the awarded Contractor to the Small Business Initiative during the Contract award process. For credit to be given, each MBE must be registered as an MBE prior to submittal of such list by the Contractor.

(g) If the awarded Contractor can demonstrate at the pre-award meeting with SCD, that it has successfully achieved the 25% overall MBE utilization goals for subcontracting, the Bureau of Purchases/SCD is not required to evaluate other efforts the awarded contractor made to achieve the goal.

(h) If, however, the awarded Contractor has failed to meet the MBE Utilization goal at the pre-award meeting with SBI, SBI will evaluate and verify if a Contractor has accomplished at least four of the following during their bid preparation process:

(1) The placing of the subcontracting opportunity on an approved City Construction opportunity website, for at least 10 days.
<http://www.newhavencontractorsalliance.org/>

(2) The placing of advertisements in at least two local newspapers and at least one specialist publication aimed at small Contractors not less than two weeks prior to submittal of its bid or proposal, which advertisements shall have described the type of work being solicited, set forth the name, address and telephone number of a contact person at the Potential Contractor with knowledge of the project to which the City Construction Contract relates and stated where appropriate plans and specifications could be obtained.

(3) The mailing of notices (certified mail, return receipt requested) to at least four business associations and/or development agencies which disseminate bid and other construction-related information to businesses within the Greater New Haven area, not less than two weeks prior to its bid or proposal, which advertisements shall have described the type of work being solicited, set forth the name, address and telephone number of a contact person at the Potential Contractor with knowledge of the project to which the City Construction Contract relates and stated where appropriate plans and specifications could be obtained.

(4) Verification of quotes received from subcontractors that were denied because of cost, quality, availability, etc.

(5) Verification of outreach to and collaboration with the Regional Contractor's Alliance.

(6) A detailed description of any attempts made to enter into joint ventures or other such arrangements with MBEs and /or assistance provided to MBEs relative to review of plans and specifications or other documents issued by the City, review of work to be performed, encouragement of other Subcontractors to utilize MBEs, and any other such efforts undertaken to encourage the participation of MBEs and all actions taken by the Potential Contractor with respect to any proposals received from MBEs, including, where appropriate, the reasons for the rejection of any such proposals.

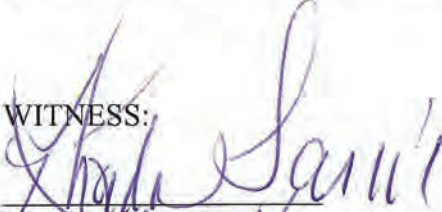
(7) Other efforts as determined in advance by the Purchasing Agent/SCD.


(i) In the event that SCD does not agree that a good faith effort has been made by the awarded Contractor, SCD/Purchasing has the right to reject the contractor. If the Contractor disputes this rejection, a committee composed of a representative from Small Contractor Development, the Corporation Counsel's Office, and the Bureau of Purchases will evaluate whether such good faith effort was achieved in accordance with the provisions of this Ordinance.

(j) If the awarded Contractor has failed to demonstrate a good faith effort in meeting the utilization goals, they will forfeit the award and the contract will be awarded to the next lowest responsible bidder.

(k) If all bidders are non-responsive bidders, the Purchasing Agent will have discretion to reject all bids and to re-bid the project, or to accept the lowest, otherwise-responsible, bidder in accordance with the provisions of this Section.

IN WITNESS WHEREOF, on the 9th day of November, 2020,
the contract has caused two counterparts of this Agreement to be executed and delivered.

WITNESS:

(signature)


(signature)

Total Communications, Inc.
(Contractor)

By: Scott Lennon 

President
(Title)

CERTIFICATE OF NON ARREARAGE

STATE OF CONNECTICUT)
)SS
COUNTY OF HARTFORD)

EST HARTFORD

Scott Lennon

being duly sworn deposes and says

1. He /She is the (owner, partner, officer, representative, or agent) of Total Communications, Inc.
the Bidder that has submitted the attached Bid.

2. Neither the Bidder, nor its subcontractors are in arrears to the State of Connecticut Second Injury Fund.

(signed) *Scott Lennon*

President

Title

Subscribed and sworn to before me this 9th day of Nov., 2020

Rhonda Tassie

Notary Public Commissioner
of the Superior Court
3/31/2021

**RHONDA TASSIE
NOTARY PUBLIC
CONNECTICUT**

City of New Haven

Current Workforce Certificate

Equal Opportunities

Bidder/Proposer : Total Communications, Inc. a subsidiary of Frontier Communications Corporation

Address 333 Burnham Street

City, State East Hartford, CT

Zip Code 06108

	Racial Group											
	MALE					FEMALE						TOTAL
	W	AA	HA	H	O	W	AA	HA	H	O		
JOB CATEGORIES												
Officials & Managers	15					3					18	
Professionals	2					3					5	
Technicians	15					3					18	
Sales Force	7					2					9	
Office & Clerical	15					4	1	1			21	
Craftsmen (skilled)												
Operatives (semi-skilled)												
Laborers (unskilled)												
Service Workers												
Total	54					15	1	1			71	

Are you a disadvantaged business enterprise?

Are you a women's business enterprise?

Does your company have an affirmative action plan?

Yes		No	✓
Yes		No	✓
Yes		No	✓

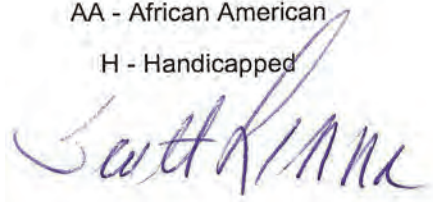
W - White (Caucasian)

HA - Hispanic American

O - Other

AA - African American

H - Handicapped



EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT

During the performance of this contract, the Contractor agrees as follows:

- a. To comply with all provisions of Executive Order 11246 and Executive Order 11375, Connecticut Fair Employment Practices Act, and the contract compliance ordinance of the City of New Haven, including all standards and regulations which are promulgated by the government authorities who established such acts and requirements, and all standards and regulations are incorporated herein by reference;
- b. Not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, physical disability or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, color, religion, sex, age, or national origin and physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship;
- c. To post, in conspicuous place available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
- d. To state, in all solicitations or advertisement for employees placed by or on behalf of the contract, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, physical disability or national origin;
- e. To send to each labor union representative of workers with whom it has a collective bargaining agreement, or other contract or understanding, a notice advising a labor union or worker's representative of the contractor's commitments under the equal opportunity clause of the City of New Haven, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor shall register all workers in the skilled trades, who are below the journeyman level, with the Apprentice Training Division of the Connecticut State Labor Department;
- f. To utilize labor department and city sponsored manpower programs as a source of recruitment and to notify the contract compliance unit and such programs of all job vacancies;
- g. To take affirmative action to negotiate with qualified minority contractors for any work which may be proposed for subletting, or for any additional services, or work which may be required as a result of this contract;
- h. To cooperate with city departments in implementing required contract obligations for increasing the utilization of minority business enterprises;
- i. To furnish all information and reports required by the Contract Compliance Director pursuant to section 12 1/2 -1, 12 1/2-19 through section 12 1/2-32, 12 1/2-48 through 12 1/2-52 and to permit access to his books, records and accounts by the contracting agency, the Contract Compliance Officer, and the Secretary of Labor for purposes of investigation to ascertain compliance with the program;
- j. If such contractor employs three or more employees to refrain from paying such employees dues and related expense for clubs that restrict membership use of their facilities on the basis of race, color, sex, religion, national origin or ancestry;
- k. To take such action, with respect to any subcontractor, as the City may direct as a means of enforcing the provisions of sub-paragraphs (a) through (m) herein, including penalties and sanctions for noncompliance, provided however that, in the event the contractor becomes involved or threatened with litigation as a result of such direction by the City, the City will intervene in such litigation to the extent necessary to protect the interest of the City and to effectuate the City's Equal Employment Opportunity Program, in the case of funded directly or indirectly, in whole, or in part, under one or more Federal Assistance Programs, the contractor or the City may ask the United States to enter into such litigation to protect the interest if the United States;
- l. To file, along with his subcontractors, if any, compliance reports with the City in the form and to the extent prescribed in the contract by the Contract Compliance Director of the City of New Haven. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the contractor and his subcontractors, if any;
- m. To include the provisions of sub-paragraphs (a) through (m) of this Equal Opportunity Clause in every subcontract or purchase order so that said provisions will be binding upon each such subcontractor or vendor;

n. That a finding, as hereinafter provided, of a refusal by the contractor, or subcontractor, to comply with any portion of this program as herein stated and described, may subject the offending party to any or all of the following penalties:

1. Withholding of all future payments under the involved public contract to the contractor in violation until it is determined that the contractor, or subcontractor, is in compliance with the provisions of the contract;
2. Refusal of all future Bids for any public contract with the City of New Haven, or any of its departments or divisions, until such time the contractor or subcontractor, is in compliance with the provisions of the contract;
3. Cancellation of the public contract;
4. Recovery of specified monetary penalties;
5. In case of a substantial or material violation, or the threat of substantial or material violation of the compliance procedure or as may be provided in for by the contract, appropriate equitable or legal proceedings may be brought to enforce these provisions against contractors, subcontractors or other organizations, individuals or groups who directly or indirectly are not in compliance with the policy herein outlined. (Ord. of 12-5-77).

In Witness WHEREOF, on the 9th Day of November 2020
the contract has caused two counterparts of this Agreement to be executed and delivered.

Witness:



(signature)



(signature)

Total Communications, Inc. 

Contractor

President

Title

City of New Haven

MBE Utilization Documentation – Sub-Contractor Listing

Project Name and Number: Wireless Upgrade 2021 Erate #470 210001143

The Contractor herewith submits a complete list all Subcontractors to be used on the project by name address, type of work, dollar amount, outreach method used to secure subcontractor and appropriate company classification. If no Subcontractors are to be utilized, please indicate below.

Name of Contractor	Address	Telephone	Contact	Type of Work	Dollar Amount	Type of Outreach	MBE	WBE
No Subcontractors								

I Scott Lennon Name representing Total Communications, Inc. Company certify that I have read the City of New Haven's goals for use of minority and women owned small businesses and I have achieved the Goal of 25% participation.

Scott Lennon Signature Scott Lennon, President Type Name & Title 11/9/2020 Date

Approved by SBI - Signature _____ Print Name and Title _____ Date _____



City of New Haven
 Bureau of Purchases
 200 Orange Street Rm 301
 New Haven, CT 06510

www.newhavenct.gov/gov/depts/purchasing/

Telephone: (203) 946-8201 Fax: (203) 946-8206

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Connecticut) County of (Hartford)
 ss.

Scott Lennon, being first duly sworn, deposes and says that:

1. He/She is (owner, partner, officer, representative, or agent) of Total Communications, Inc.
 the Bidder/proposer that has submitted the attached Bid/Bid.. (Bidder/Proposer's name)

2. He/She is fully informed respecting the preparation and contents of the attached Bid/Bid and of all pertinent circumstances respecting such Bid/Bid;

3. Such Bid/Bid is genuine and is not collusive or sham Bid/Bid;

4. Neither the said Bidder/Proposer nor any of its officers, partners, owners, agents, representative, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder/proposer, firm or person to submit a collusive or sham Bid/Bid in connection with the Contract for which the attached Bid/Bid has been submitted or to refrain from Bidding/proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder/proposer, firm or person to fix the price or prices in the attached Bid/Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid/Bid prices or the Bid/Bid price of any other Bidder/proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of New Haven or any person interested in the proposed Contract;

5. The price or prices quoted in the attached /Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder/proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and

6. That no Alderman or other officer or employee or person whose salary is payable in whole or in part from the City Treasury is directly or indirectly interested in the Bid/Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

(Signed) Scott Lennon

(Title) President

Subscribed and sworn to before me this 9th day of Nov., 2021.

(Title) Notary
 My commission expires 3/31, 21.



The City of New Haven's Priority Payment Program

THIS FORM MUST BE COMPLETED & RETURNED WITH YOUR SOLICITATION RESPONSE

The City of New Haven has launched a new initiative called the Priority Payment Program (PPP). The PPP provides its vendors the option to submit invoices electronically and quickly receive payments via direct deposit...in as little as 10-15 days.

Vendors who enroll in the PPP will receive prompt payment of their invoices in exchange for a small discount offered on the goods and/or services they provide to The City of New Haven. Enrolled vendors are given the flexibility of setting the percentage rate they wish to offer The City, based around initiating the payment 10 days after a valid invoice has been submitted.

If payment is released before or after the 10th day of submission, the PPP then utilizes dynamic discounting to determine the appropriate discount. Dynamic discounting is a rebate calculation method that's based on the number of days it takes for an invoice to get paid. This period begins on the date a valid invoice is submitted to The City and ends on the date payment is initiated by the Controller. The quicker The City of New Haven pays an invoice - the higher the discount paid by the vendor. The longer it takes to pay - the lower the discount.

For example, a vendor offering payment terms of 2% / 10 / Net 30 stipulates that if payment of the invoice is initiated on the 10th day after it was received, The City deducts 2% from the total amount of the invoice in exchange for prompt payment. If payment is initiated before day 10, the discount taken will be slightly higher than 2%. If payment is released after the 10th day, the discount amount will be less than 2% and incrementally decrease as each day passes. If The City pays the invoice 30 days after it was received, no discount is taken and the full amount is paid to the vendor.

This table illustrates how dynamic discounts vary based on the time taken before payment is initiated by the City Controller.

Invoice Amount	Net Terms	Targeted Pay Date	Chosen Rate
\$5,000.00	30	10	2.00%

Date Invoice Received	05/01/18	Paid on Day	Discount Calculation	Discount Amount	Net Payment to Vendor
If Paid on:	05/02/18	1	2.90% paid 29 days early	\$145.00	\$4,855.00
If Paid on:	05/03/18	2	2.80% paid 28 days early	\$140.00	\$4,860.00
If Paid on:	05/04/18	3	2.70% paid 27 days early	\$135.00	\$4,865.00
If Paid on:	05/05/18	4	2.60% paid 26 days early	\$130.00	\$4,870.00
If Paid on:	05/06/18	5	2.50% paid 25 days early	\$125.00	\$4,875.00
If Paid on:	05/07/18	6	2.40% paid 24 days early	\$120.00	\$4,880.00
If Paid on:	05/08/18	7	2.30% paid 23 days early	\$115.00	\$4,885.00
If Paid on:	05/09/18	8	2.20% paid 22 days early	\$110.00	\$4,890.00
If Paid on:	05/10/18	9	2.10% paid 21 days early	\$105.00	\$4,895.00
If Paid on:	05/11/18	10	2.00% paid 20 days early	\$100.00	\$4,900.00
If Paid on:	05/12/18	11	1.90% paid 19 days early	\$95.00	\$4,905.00
If Paid on:	05/13/18	12	1.80% paid 18 days early	\$90.00	\$4,910.00
If Paid on:	05/14/18	13	1.70% paid 17 days early	\$85.00	\$4,915.00
If Paid on:	05/15/18	14	1.60% paid 16 days early	\$80.00	\$4,920.00
If Paid on:	05/16/18	15	1.50% paid 15 days early	\$75.00	\$4,925.00
If Paid on:	05/17/18	15	1.50% paid 15 days early	\$75.00	\$4,925.00
If Paid on:	05/18/18	16	1.40% paid 14 days early	\$70.00	\$4,930.00
If Paid on:	05/19/18	17	1.30% paid 13 days early	\$65.00	\$4,935.00
If Paid on:	05/20/18	18	1.20% paid 12 days early	\$60.00	\$4,940.00
If Paid on:	05/21/18	19	1.10% paid 11 days early	\$55.00	\$4,945.00
If Paid on:	05/22/18	20	1.00% paid 10 days early	\$50.00	\$4,950.00
If Paid on:	05/23/18	21	0.90% paid 9 days early	\$45.00	\$4,955.00
If Paid on:	05/24/18	22	0.80% paid 8 days early	\$40.00	\$4,960.00
If Paid on:	05/25/18	23	0.70% paid 7 days early	\$35.00	\$4,965.00
If Paid on:	05/26/18	24	0.60% paid 6 days early	\$30.00	\$4,970.00
If Paid on:	05/27/18	25	0.50% paid 5 days early	\$25.00	\$4,975.00
If Paid on:	05/28/18	26	0.40% paid 4 days early	\$20.00	\$4,980.00
If Paid on:	05/29/18	27	0.30% paid 3 days early	\$15.00	\$4,985.00
If Paid on:	05/30/18	28	0.20% paid 2 days early	\$10.00	\$4,990.00
If Paid on:	05/31/18	29	0.10% paid 1 days early	\$5.00	\$4,995.00
If Paid on:	06/01/18	30	0.00% paid 0 days early	\$0.00	\$5,000.00

Visit <https://www.newhavenct.gov/gov/depts/finance/default.htm> and click on "Priority Payment Program" to read our FAQs and get more details Questions? Email onboarding@oxygen-finance.com or call us (866) 515-3860

Priority Payment Program Enrollment Agreement

City of New Haven

The City of New Haven is offering all bidders and active vendors the opportunity to enroll in their Priority Payment Program (PPP). Benefits include:

- Vendors decide what discount percentage they wish to offer off their goods/services in exchange for rapid payment processing
- Priority vendor status and enhanced customer service with The City of New Haven
- Electronic invoicing sent to one email address for quicker processing
- Invoices are typically processed and payment is initiated within 10 business days* via direct deposit to your bank account rather than waiting 30+ days for a check in the mail
- Email notifications will be sent for any invoices that are rejected, along with instructions on how to revise & resubmit for payment
- Remittance statements delivered via email to help simplify the A/R reconciliation process

THIS FORM MUST BE COMPLETED & RETURNED WITH YOUR SOLICITATION RESPONSE

Company: <u>Total Communications, Inc.</u>	Tax ID/EIN: <u>06-1020653</u>
Contact Name: <u>Scott Lennon</u>	Title: <u>President</u>
Address: <u>333 Burnham Street, E. Hartford, CT 06108</u>	
Email: <u>scottlennon@totalcomm.com</u>	Phone: <u>860-622-4111</u>
Billing Contact Name: <u>Larry Weidner</u>	Title: <u>Director of Finance</u>
Address: <u>333 Burnham Street, E. Hartford, CT 06108</u>	
Email: <u>larryweidner@totalcomm.com</u>	Phone: <u>860-622-4024</u>

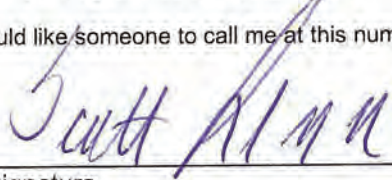
PLEASE NOTE: While enrolled in the Priority Payment Program, the rebate terms you choose will apply to all invoices submitted after the date this agreement is signed for all active and future contracts with The City of New Haven. Vendors can opt out of the program at any time by contacting Oxygen Finance via phone or email, but must wait a period of 12 months before enrollment eligibility is reinstated.

Please select only one option below:

- Yes, I would like to enroll in the PPP with the following terms for all future invoices: _____ % / 10 Days / Net 30 **
- I confirm that I am an authorized representative of this company and that if The City of New Haven pays any Invoiced Debt owed to the aforementioned company under or in connection with any Contract prior to the date by which such payment would otherwise be required to be made under the terms of that Contract, The City of New Haven shall be entitled to deduct and retain from that Invoiced Debt, for its own benefit, an Priority Payment Discount which it will deduct and retain from that Invoiced Debt. These terms will apply to all invoices unpaid as of the date of signature as printed on this form. The discounts are dynamically calculated, with a target payment date of 10 days from the date of invoice acceptance. The final discount taken is proportionate to the number of days the payment is accelerated. A discount is taken ONLY if payment is made before 30 days from the date of invoice acceptance.
 - I understand and agree that once enrolled in New Haven's Priority Payment Program, payments will no longer be sent in the form of a paper check and mailed via the United States Postal Service, but rather will be paid electronically via direct deposit to our company's bank account.
 - I confirm that I am an authorized representative of this company and agree to these payment terms
- I'm interested in the PPP, but have questions and would like someone to call me at this number _____
- I'm already enrolled in the PPP
- No, I'm not interested in participating at this time

Scott Lennon

Printed Name



Signature

11/9/2020

Date

* Please note: Payments made via direct deposit typically take 1-3 business days until funds are posted and available in your bank account

** The City of New Haven reserves the right to approve or reject any proposed PPP percentage rates

Questions? Email us at onboarding@oxygen-finance.com or call us (866) 515-3860

See Project Summary for Applicability

STATE OF CONNECTICUT LABOR DEPARTMENT

REGULATION OF WAGES DIVISION

CONTRACTORS STATE WAGE CERTIFICATION FORM

I, Scott Lennon of Total Communications, Inc.
Officer, owner, authorized rep. Company name

Do hereby certify that the,

Company Name	Total Communications, Inc.
Address	333 Burnham Street
City, State Zip	E. Hartford, CT 06108

and all of its subcontractors will pay all workmen on the:

Wireless Upgrade 2021 Erate #470 210001143

Project name and address

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

[Signature]
Signed

Subscribed and sworn to before me this 9th day of November, 2020.

[Signature]
Notary Public
3/31/2021

**RHONDA TASSIE
NOTARY PUBLIC
CONNECTICUT**

VENDOR "BAN THE BOX" ORDINANCE COMPLIANCE AGREEMENT

Adopted 02/09

The City of New Haven is subject to Ordinance #1585 (2/17/2009) which prohibits unfair discrimination in City hiring policies against persons previously convicted and provides a mechanism to ensure that persons and businesses supplying goods and/or services to the City of New Haven have adopted and employ fair hiring policies and practices that are consistent with the City's goal of removing obstacles to the employment of persons with prior convictions.

Accordingly, during the performance of this contract, the Contractor agrees as follows:

(A) Vendors doing business with the City of New Haven shall adopt and employ conviction history policies, practices, and standards that are consistent with City standards further detailed in the attached ordinance. The Vendors' criminal history standards will be part of the criteria to be evaluated by the City as to whether to award a City contract. Further, the City will be able to evaluate a Vendor's execution of the criminal history standards as a part of the performance criteria of said City contract(s); the Awarding Authority, in consultation with the Office of Corporation Counsel and the Community Services Administration, shall consider any Vendor's deviation from these criminal history standards as grounds for rejection, rescission, revocation, or any other termination of the contract.

(B) Under exigent circumstances, an Awarding Authority, by its highest ranking member, in consultation with the Office of Corporation Counsel and the Community Services Administration, may grant a Vendor a waiver of the criminal history standards on a contract-by-contract basis. A written record of the waiver shall be kept on file by the Awarding Authority, the Community Services Administration and the Office of Corporation Counsel, and shall also be submitted to the City of New Haven Commission of Equal Opportunities. The written record shall include, but not be limited to: (a) a summary of the terms of the contract, (b) the details of the Vendor's failure or refusal to conform to the City's criminal history standards, and (c) a brief analysis of the exigency causing the grant of waiver. No waiver may be considered perfected unless the Awarding Authority fully complies with the provisions of this sub-section.

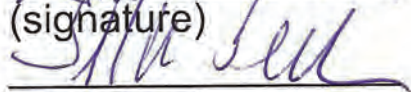
(C) A Vendor may contact the Community Services Administration to report any problems, concerns or suggestions regarding the implementation, compliance and impact of these sections, and the Community Services Administration shall log every comment received with a summary of the comment and shall keep on file any written comments. Subsequent to logging any comment the Community Services Administration shall refer all complaints to the Office of the Corporation Counsel and shall notify the relevant Awarding Authority of the complaint and any further investigation that the Community Services Administration in consultation with the Office of Corporation Counsel deems necessary or appropriate.

In Witness WHEREOF, on the 9th Day of November 2020,
the contract has caused two counterparts of this Agreement to be executed and delivered.

Witness:



(signature)



(signature)

Total Communications, Inc. 

Contractor

President

Title

MBE SUB CONTRACTOR UTILIZATION AGREEMENT

Rev. 9/28/2020

During the performance of this **Contract**, the **Awarded Contractor** agrees to comply with all provisions of the Small Business Enterprise Construction Opportunity Initiative Ordinance section 12-9. The City's provisions are as follows:

(a) The City's specific goals for utilization of MBE subcontractors are defined in Section 12-5 of this Ordinance. The City hereby requires that all parties bidding or otherwise seeking to be qualified as a Contractor with respect to a City Construction Contract ("the lowest responsible bidder") shall aggressively make every effort to obtain MBE participation in order to achieve the utilization goals.

(b) The provisions of this section 12 - 9 shall apply to all City Construction Contracts that are over \$150,000.

(c) All bidders shall be required to submit this affidavit signed by a principal or other authorized person of the Contractor and submitted with their bid. If the affidavit is not submitted with the bid, the bidder will be considered a non-responsive bidder, and the bid may be rejected. If a bidder submits more than one non-responsive bid within a 12-month period, that bidder will be disqualified from all future bids within the next 12 months.

(d) The City intends to award City Construction Contracts to the lowest responsible bidder that has achieved or made a good faith effort to achieve the MBE utilization goals. Failure by any awarded Contractor to demonstrate that they have either achieved the utilization goals, or that they have made good faith efforts to achieve the utilization goals as required hereunder, will result in a determination by the Purchasing Agent that the bidder is not a responsible bidder with respect to the City Construction Contract in question.

(e) In order to achieve the MBE utilization goals, a Contractor may award contracts to Subcontractors that are certified as MBEs for the purpose of this program, or may enter into a joint venture (or other commercially reasonable relationship which is satisfactory to the City for the purposes of this program) with one or more MBEs, for the purpose of carrying out the City Construction Contract. The MBE(s) must perform actual construction work (or construction-related work such as site preparation, etc.) and not merely act as a passive conduit.

(f) The Awarded Contractor shall submit signed contracts or letters of commitment with the MBEs that will be utilized by the Contractor in the carrying out such City Construction Contract, together with a list of the respective dollar amounts payable to each such MBE. This list shall be provided by the awarded Contractor to the Small Business Initiative during the Contract award process. For credit to be given, each MBE must be registered as an MBE prior to submittal of such list by the Contractor.

(g) If the awarded Contractor can demonstrate at the pre-award meeting with SCD, that it has successfully achieved the 25% overall MBE utilization goals for subcontracting, the Bureau of Purchases/SCD is not required to evaluate other efforts the awarded contractor made to achieve the goal.

(h) If, however, the awarded Contractor has failed to meet the MBE Utilization goal at the pre-award meeting with SBI, SBI will evaluate and verify if a Contractor has accomplished at least four of the following during their bid preparation process:

(1) The placing of the subcontracting opportunity on an approved City Construction opportunity website, for at least 10 days.
<http://www.newhavencontractorsalliance.org/>

(2) The placing of advertisements in at least two local newspapers and at least one specialist publication aimed at small Contractors not less than two weeks prior to submittal of its bid or proposal, which advertisements shall have described the type of work being solicited, set forth the name, address and telephone number of a contact person at the Potential Contractor with knowledge of the project to which the City Construction Contract relates and stated where appropriate plans and specifications could be obtained.

(3) The mailing of notices (certified mail, return receipt requested) to at least four business associations and/or development agencies which disseminate bid and other construction-related information to businesses within the Greater New Haven area, not less than two weeks prior to its bid or proposal, which advertisements shall have described the type of work being solicited, set forth the name, address and telephone number of a contact person at the Potential Contractor with knowledge of the project to which the City Construction Contract relates and stated where appropriate plans and specifications could be obtained.

(4) Verification of quotes received from subcontractors that were denied because of cost, quality, availability, etc.

(5) Verification of outreach to and collaboration with the Regional Contractor's Alliance.

(6) A detailed description of any attempts made to enter into joint ventures or other such arrangements with MBEs and /or assistance provided to MBEs relative to review of plans and specifications or other documents issued by the City, review of work to be performed, encouragement of other Subcontractors to utilize MBEs, and any other such efforts undertaken to encourage the participation of MBEs and all actions taken by the Potential Contractor with respect to any proposals received from MBEs, including, where appropriate, the reasons for the rejection of any such proposals.

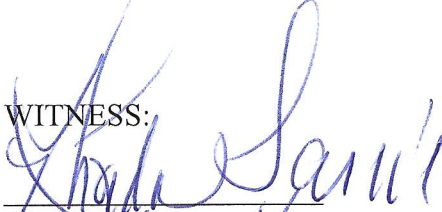
(7) Other efforts as determined in advance by the Purchasing Agent/SCD.


(i) In the event that SCD does not agree that a good faith effort has been made by the awarded Contractor, SCD/Purchasing has the right to reject the contractor. If the Contractor disputes this rejection, a committee composed of a representative from Small Contractor Development, the Corporation Counsel's Office, and the Bureau of Purchases will evaluate whether such good faith effort was achieved in accordance with the provisions of this Ordinance.

(j) If the awarded Contractor has failed to demonstrate a good faith effort in meeting the utilization goals, they will forfeit the award and the contract will be awarded to the next lowest responsible bidder.

(k) If all bidders are non-responsive bidders, the Purchasing Agent will have discretion to reject all bids and to re-bid the project, or to accept the lowest, otherwise-responsible, bidder in accordance with the provisions of this Section.

IN WITNESS WHEREOF, on the 9th day of November, 2020,
the contract has caused two counterparts of this Agreement to be executed and delivered.

WITNESS:

(signature)


(signature)

Total Communications, Inc.

(Contractor)

By: Scott Lennon 

President

(Title)

CERTIFICATE OF NON ARREARAGE

STATE OF CONNECTICUT)
)SS
COUNTY OF HARTFORD)

EXST HARTFORD

Scott Lennon

being duly sworn deposes and says

1. He /She is the (owner, partner, officer, representative, or agent) of Total Communications, Inc.
the Bidder that has submitted the attached Bid.

2. Neither the Bidder, nor its subcontractors are in arrears to the State of Connecticut Second Injury Fund.

(signed) *Scott Lennon*

President

Title

Subscribed and sworn to before me this 9th day of Nov., 2020

Rhonda Tassie

Notary Public Commissioner
of the Superior Court

3/31/2021

**RHONDA TASSIE
NOTARY PUBLIC
CONNECTICUT**

City of New Haven
Current Workforce Certificate
 Equal Opportunities

Bidder/Proposer : Total Communications, Inc. a subsidiary of Frontier Communications Corporation

Address 333 Burnham Street

City, State East Hartford, CT

Zip Code 06108

JOB CATEGORIES	Racial Group										TOTAL
	MALE					FEMALE					
	W	AA	HA	H	O	W	AA	HA	H	O	
Officials & Managers	15					3					18
Professionals	2					3					5
Technicians	15					3					18
Sales Force	7					2					9
Office & Clerical	15					4	1	1			21
Craftsmen (skilled)											
Operatives (semi-skilled)											
Laborers (unskilled)											
Service Workers											
Total	54					15	1	1			71

Are you a disadvantaged business enterprise?

Yes

No

Are you a women's business enterprise?

Yes

No

Does your company have an affirmative action plan?

Yes

No

W - White (Caucasian)

AA - African American

HA - Hispanic American

H - Handicapped

O - Other

Scott K. [Signature]

EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT

During the performance of this contract, the Contractor agrees as follows:

- a. To comply with all provisions of Executive Order 11246 and Executive Order 11375, Connecticut Fair Employment Practices Act, and the contract compliance ordinance of the City of New Haven, including all standards and regulations which are promulgated by the government authorities who established such acts and requirements, and all standards and regulations are incorporated herein by reference;
- b. Not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, physical disability or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, color, religion, sex, age, or national origin and physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship;
- c. To post, in conspicuous place available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
- d. To state, in all solicitations or advertisement for employees placed by or on behalf of the contract, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, physical disability or national origin;
- e. To send to each labor union representative of workers with whom it has a collective bargaining agreement, or other contract or understanding, a notice advising a labor union or worker's representative of the contractor's commitments under the equal opportunity clause of the City of New Haven, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor shall register all workers in the skilled trades, who are below the journeyman level, with the Apprentice Training Division of the Connecticut State Labor Department;
- f. To utilize labor department and city sponsored manpower programs as a source of recruitment and to notify the contract compliance unit and such programs of all job vacancies;
- g. To take affirmative action to negotiate with qualified minority contractors for any work which may be proposed for subletting, or for any additional services, or work which may be required as a result of this contract;
- h. To cooperate with city departments in implementing required contract obligations for increasing the utilization of minority business enterprises;
- i. To furnish all information and reports required by the Contract Compliance Director pursuant to section 12 1/2 -1, 12 1/2-19 through section 12 1/2-32, 12 1/2-48 through 12 1/2-52 and to permit access to his books, records and accounts by the contracting agency, the Contract Compliance Officer, and the Secretary of Labor for purposes of investigation to ascertain compliance with the program;
- j. If such contractor employs three or more employees to refrain from paying such employees dues and related expense for clubs that restrict membership use of their facilities on the basis of race, color, sex, religion, national origin or ancestry;
- k. To take such action, with respect to any subcontractor, as the City may direct as a means of enforcing the provisions of sub-paragraphs (a) through (m) herein, including penalties and sanctions for noncompliance, provided however that, in the event the contractor becomes involved or threatened with litigation as a result of such direction by the City, the City will intervene in such litigation to the extent necessary to protect the interest of the City and to effectuate the City's Equal Employment Opportunity Program, in the case of funded directly or indirectly, in whole, or in part, under one or more Federal Assistance Programs, the contractor or the City may ask the United States to enter into such litigation to protect the interest if the United States;
- l. To file, along with his subcontractors, if any, compliance reports with the City in the form and to the extent prescribed in the contract by the Contract Compliance Director of the City of New Haven. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the contractor and his subcontractors, if any;
- m. To include the provisions of sub-paragraphs (a) through (m) of this Equal Opportunity Clause in every subcontract or purchase order so that said provisions will be binding upon each such subcontractor or vendor;

n. That a finding, as hereinafter provided, of a refusal by the contractor, or subcontractor, to comply with any portion of this program as herein stated and described, may subject the offending party to any or all of the following penalties:

1. Withholding of all future payments under the involved public contract to the contractor in violation until it is determined that the contractor, or subcontractor, is in compliance with the provisions of the contract;
2. Refusal of all future Bids for any public contract with the City of New Haven, or any of its departments or divisions, until such time the contractor or subcontractor, is in compliance with the provisions of the contract;
3. Cancellation of the public contract;
4. Recovery of specified monetary penalties;
5. In case of a substantial or material violation, or the threat of substantial or material violation of the compliance procedure or as may be provided in for by the contract, appropriate equitable or legal proceedings may be brought to enforce these provisions against contractors, subcontractors or other organizations, individuals or groups who directly or indirectly are not in compliance with the policy herein outlined. (Ord. of 12-5-77).

In Witness WHEREOF, on the 9th Day of November 2020
the contract has caused two counterparts of this Agreement to be executed and delivered.

Witness:



(signature)



(signature)

Total Communications, Inc



Contractor

President

Title

City of New Haven

MBE Utilization Documentation – Sub-Contractor Listing

Project Name and Number: Wireless Upgrade 2021 Erate #470 210001143

The Contractor herewith submits a complete list all Subcontractors to be used on the project by name address, type of work, dollar amount, outreach method used to secure subcontractor and appropriate company classification. If no Subcontractors are to be utilized, please indicate below.

Name of Contractor	Address	Telephone	Contact	Type of Work	Dollar Amount	Type of Outreach	MBE	WBE
No Subcontractors								

I Scott Lennon Name representing Total Communications, Inc. Company Certify that I have read the City of New Haven's goals for use of minority and women owned small businesses and I have achieved the Goal of 25% participation.

Scott Lennon Signature Scott Lennon, President Type Name & Title 11/9/2020 Date

Approved by SBI - Signature _____ Print Name and Title _____ Date _____



City of New Haven
 Bureau of Purchases
 200 Orange Street Rm 301
 New Haven, CT 06510

www.newhavenct.gov/gov/depts/purchasing/

Telephone: (203) 946-8201 Fax: (203) 946-8206

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Connecticut) County of (Hartford)
 ss.

Scott Lennon, being first duly sworn, deposes and says that:

1. He/She is (owner, partner, officer, representative, or agent) of Total Communications, Inc.
 the Bidder/proposer that has submitted the attached Bid/Bid. (Bidder/Proposer's name)

2. He/She is fully informed respecting the preparation and contents of the attached Bid/Bid and of all pertinent circumstances respecting such Bid/Bid;

3. Such Bid/Bid is genuine and is not collusive or sham Bid/Bid;

4. Neither the said Bidder/Proposer nor any of its officers, partners, owners, agents, representative, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder/proposer, firm or person to submit a collusive or sham Bid/Bid in connection with the Contract for which the attached Bid/Bid has been submitted or to refrain from Bidding/proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder/proposer, firm or person to fix the price or prices in the attached Bid/Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid/Bid prices or the Bid/Bid price of any other Bidder/proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of New Haven or any person interested in the proposed Contract;

5. The price or prices quoted in the attached /Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder/proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and

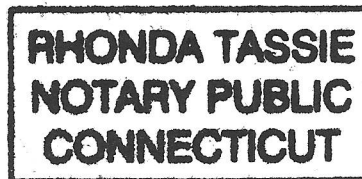
6. That no Alderman or other officer or employee or person whose salary is payable in whole or in part from the City Treasury is directly or indirectly interested in the Bid/Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

(Signed) Scott Lennon

(Title) President

Subscribed and sworn to before me this 9th day of Nov., 2021.

(Title) Notary
 My commission expires 3/31, 21.



The City of New Haven's Priority Payment Program

THIS FORM MUST BE COMPLETED & RETURNED WITH YOUR SOLICITATION RESPONSE

The City of New Haven has launched a new initiative called the Priority Payment Program (PPP). The PPP provides its vendors the option to submit invoices electronically and quickly receive payments via direct deposit...in as little as 10-15 days.

Vendors who enroll in the PPP will receive prompt payment of their invoices in exchange for a small discount offered on the goods and/or services they provide to The City of New Haven. Enrolled vendors are given the flexibility of setting the percentage rate they wish to offer The City, based around initiating the payment 10 days after a valid invoice has been submitted.

If payment is released before or after the 10th day of submission, the PPP then utilizes dynamic discounting to determine the appropriate discount. Dynamic discounting is a rebate calculation method that's based on the number of days it takes for an invoice to get paid. This period begins on the date a valid invoice is submitted to The City and ends on the date payment is initiated by the Controller. The quicker The City of New Haven pays an invoice - the higher the discount paid by the vendor. The longer it takes to pay - the lower the discount.

For example, a vendor offering payment terms of 2% / 10 / Net 30 stipulates that if payment of the invoice is initiated on the 10th day after it was received, The City deducts 2% from the total amount of the invoice in exchange for prompt payment. If payment is initiated before day 10, the discount taken will be slightly higher than 2%. If payment is released after the 10th day, the discount amount will be less than 2% and incrementally decrease as each day passes. If The City pays the invoice 30 days after it was received, no discount is taken and the full amount is paid to the vendor.

This table illustrates how dynamic discounts vary based on the time taken before payment is initiated by the City Controller.

Invoice Amount	Net Terms	Targeted Pay Date	Chosen Rate
\$5,000.00	30	10	2.00%

Date Invoice Received	Paid on Day	Discount Calculation	Discount Amount	Net Payment to Vendor
If Paid on: 05/02/18	1	2.90% paid 29 days early	\$145.00	\$4,855.00
If Paid on: 05/03/18	2	2.80% paid 28 days early	\$140.00	\$4,860.00
If Paid on: 05/04/18	3	2.70% paid 27 days early	\$135.00	\$4,865.00
If Paid on: 05/05/18	4	2.60% paid 26 days early	\$130.00	\$4,870.00
If Paid on: 05/06/18	5	2.50% paid 25 days early	\$125.00	\$4,875.00
If Paid on: 05/07/18	6	2.40% paid 24 days early	\$120.00	\$4,880.00
If Paid on: 05/08/18	7	2.30% paid 23 days early	\$115.00	\$4,885.00
If Paid on: 05/09/18	8	2.20% paid 22 days early	\$110.00	\$4,890.00
If Paid on: 05/10/18	9	2.10% paid 21 days early	\$105.00	\$4,895.00
If Paid on: 05/11/18	10	2.00% paid 20 days early	\$100.00	\$4,900.00
If Paid on: 05/12/18	11	1.90% paid 19 days early	\$95.00	\$4,905.00
If Paid on: 05/13/18	12	1.80% paid 18 days early	\$90.00	\$4,910.00
If Paid on: 05/14/18	13	1.70% paid 17 days early	\$85.00	\$4,915.00
If Paid on: 05/15/18	14	1.60% paid 16 days early	\$80.00	\$4,920.00
If Paid on: 05/16/18	15	1.50% paid 15 days early	\$75.00	\$4,925.00
If Paid on: 05/17/18	15	1.50% paid 15 days early	\$75.00	\$4,925.00
If Paid on: 05/18/18	16	1.40% paid 14 days early	\$70.00	\$4,930.00
If Paid on: 05/19/18	17	1.30% paid 13 days early	\$65.00	\$4,935.00
If Paid on: 05/20/18	18	1.20% paid 12 days early	\$60.00	\$4,940.00
If Paid on: 05/21/18	19	1.10% paid 11 days early	\$55.00	\$4,945.00
If Paid on: 05/22/18	20	1.00% paid 10 days early	\$50.00	\$4,950.00
If Paid on: 05/23/18	21	0.90% paid 9 days early	\$45.00	\$4,955.00
If Paid on: 05/24/18	22	0.80% paid 8 days early	\$40.00	\$4,960.00
If Paid on: 05/25/18	23	0.70% paid 7 days early	\$35.00	\$4,965.00
If Paid on: 05/26/18	24	0.60% paid 6 days early	\$30.00	\$4,970.00
If Paid on: 05/27/18	25	0.50% paid 5 days early	\$25.00	\$4,975.00
If Paid on: 05/28/18	26	0.40% paid 4 days early	\$20.00	\$4,980.00
If Paid on: 05/29/18	27	0.30% paid 3 days early	\$15.00	\$4,985.00
If Paid on: 05/30/18	28	0.20% paid 2 days early	\$10.00	\$4,990.00
If Paid on: 05/31/18	29	0.10% paid 1 days early	\$5.00	\$4,995.00
If Paid on: 06/01/18	30	0.00% paid 0 days early	\$0.00	\$5,000.00

Visit <https://www.newhavenct.gov/depts/finance/default.htm> and click on "Priority Payment Program" to read our FAQs and get more details Questions? Email onboarding@oxygen-finance.com or call us (866) 515-3860

Priority Payment Program Enrollment Agreement

City of New Haven

The City of New Haven is offering all bidders and active vendors the opportunity to enroll in their Priority Payment Program (PPP). Benefits include:

- Vendors decide what discount percentage they wish to offer off their goods/services in exchange for rapid payment processing
- Priority vendor status and enhanced customer service with The City of New Haven
- Electronic invoicing sent to one email address for quicker processing
- Invoices are typically processed and payment is initiated within 10 business days* via direct deposit to your bank account rather than waiting 30+ days for a check in the mail
- Email notifications will be sent for any invoices that are rejected, along with instructions on how to revise & resubmit for payment
- Remittance statements delivered via email to help simplify the A/R reconciliation process

THIS FORM MUST BE COMPLETED & RETURNED WITH YOUR SOLICITATION RESPONSE

Company: <u>Total Communications, Inc.</u>	Tax ID/EIN: <u>06-1020653</u>
Contact Name: <u>Scott Lennon</u>	Title: <u>President</u>
Address: <u>333 Burnham Street, E. Hartford, CT 06108</u>	
Email: <u>scottlennon@totalcomm.com</u>	Phone: <u>860-622-4111</u>
Billing Contact Name: <u>Larry Weidner</u>	Title: <u>Director of Finance</u>
Address: <u>333 Burnham Street, E. Hartford, CT 06108</u>	
Email: <u>larryweidner@totalcomm.com</u>	Phone: <u>860-622-4024</u>

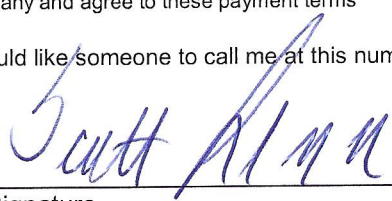
PLEASE NOTE: While enrolled in the Priority Payment Program, the rebate terms you choose will apply to all invoices submitted after the date this agreement is signed for all active and future contracts with The City of New Haven. Vendors can opt out of the program at any time by contacting Oxygen Finance via phone or email, but must wait a period of 12 months before enrollment eligibility is reinstated.

Please select only one option below:

- Yes, I would like to enroll in the PPP with the following terms for all future invoices: _____ % / 10 Days / Net 30 **
- I confirm that I am an authorized representative of this company and that if The City of New Haven pays any Invoiced Debt owed to the aforementioned company under or in connection with any Contract prior to the date by which such payment would otherwise be required to be made under the terms of that Contract, The City of New Haven shall be entitled to deduct and retain from that Invoiced Debt, for its own benefit, an Priority Payment Discount which it will deduct and retain from that Invoiced Debt. These terms will apply to all invoices unpaid as of the date of signature as printed on this form. The discounts are dynamically calculated, with a target payment date of 10 days from the date of invoice acceptance. The final discount taken is proportionate to the number of days the payment is accelerated. A discount is taken ONLY if payment is made before 30 days from the date of invoice acceptance.
 - I understand and agree that once enrolled in New Haven's Priority Payment Program, payments will no longer be sent in the form of a paper check and mailed via the United States Postal Service, but rather will be paid electronically via direct deposit to our company's bank account.
 - I confirm that I am an authorized representative of this company and agree to these payment terms
- I'm interested in the PPP, but have questions and would like someone to call me at this number _____
- I'm already enrolled in the PPP
- No, I'm not interested in participating at this time

Scott Lennon

Printed Name



Signature

11/9/2020

Date

* Please note: Payments made via direct deposit typically take 1-3 business days until funds are posted and available in your bank account

** The City of New Haven reserves the right to approve or reject any proposed PPP percentage rates

Questions? Email us at onboarding@oxygen-finance.com or call us (866) 515-3860

See Project Summary for Applicability

STATE OF CONNECTICUT LABOR DEPARTMENT

REGULATION OF WAGES DIVISION

CONTRACTORS STATE WAGE CERTIFICATION FORM

I, Scott Lennon of Total Communications, Inc.
Officer, owner, authorized rep. Company name

Do hereby certify that the,

Company Name	Total Communications, Inc.
Address	333 Burnham Street
City, State Zip	E. Hartford, CT 06108

and all of its subcontractors will pay all workmen on the:

Wireless Upgrade 2021 Erate #470 210001143

Project name and address

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

[Signature]
Signed

Subscribed and sworn to before me this 9th day of November, 2020.

[Signature]
Notary Public
3/31/2021

**RHONDA TASSIE
NOTARY PUBLIC
CONNECTICUT**

VENDOR "BAN THE BOX" ORDINANCE COMPLIANCE AGREEMENT

Adopted 02/09

The City of New Haven is subject to Ordinance #1585 (2/17/2009) which prohibits unfair discrimination in City hiring policies against persons previously convicted and provides a mechanism to ensure that persons and businesses supplying goods and/or services to the City of New Haven have adopted and employ fair hiring policies and practices that are consistent with the City's goal of removing obstacles to the employment of persons with prior convictions.

Accordingly, during the performance of this contract, the Contractor agrees as follows:


(A) Vendors doing business with the City of New Haven shall adopt and employ conviction history policies, practices, and standards that are consistent with City standards further detailed in the attached ordinance. The Vendors' criminal history standards will be part of the criteria to be evaluated by the City as to whether to award a City contract. Further, the City will be able to evaluate a Vendor's execution of the criminal history standards as a part of the performance criteria of said City contract(s); the Awarding Authority, in consultation with the Office of Corporation Counsel and the Community Services Administration, shall consider any Vendor's deviation from these criminal history standards as grounds for rejection, rescission, revocation, or any other termination of the contract.

(B) Under exigent circumstances, an Awarding Authority, by its highest ranking member, in consultation with the Office of Corporation Counsel and the Community Services Administration, may grant a Vendor a waiver of the criminal history standards on a contract-by-contract basis. A written record of the waiver shall be kept on file by the Awarding Authority, the Community Services Administration and the Office of Corporation Counsel, and shall also be submitted to the City of New Haven Commission of Equal Opportunities. The written record shall include, but not be limited to: (a) a summary of the terms of the contract, (b) the details of the Vendor's failure or refusal to conform to the City's criminal history standards, and (c) a brief analysis of the exigency causing the grant of waiver. No waiver may be considered perfected unless the Awarding Authority fully complies with the provisions of this sub-section.

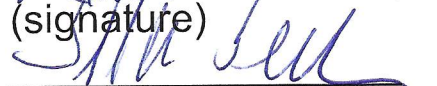
(C) A Vendor may contact the Community Services Administration to report any problems, concerns or suggestions regarding the implementation, compliance and impact of these sections, and the Community Services Administration shall log every comment received with a summary of the comment and shall keep on file any written comments. Subsequent to logging any comment the Community Services Administration shall refer all complaints to the Office of the Corporation Counsel and shall notify the relevant Awarding Authority of the complaint and any further investigation that the Community Services Administration in consultation with the Office of Corporation Counsel deems necessary or appropriate.

In Witness WHEREOF, on the 9th Day of November 2020,
the contract has caused two counterparts of this Agreement to be executed and delivered.

Witness:



(signature)


(signature)

Total Communications, Inc. 

Contractor

President

Title



Statement of Qualifications

Statement of Qualifications:

Each solicitation response shall include a Statement of Qualifications in the format provided in this Solicitation upon stationary of the responding entity.

All questions must be answered, and the data given must be clear and comprehensive. The respondent may submit any additional information he/she desires.

1. Name of Vendor/Contractor/Respondent (requires a real person's name)

2. Permanent main office address

3. Contact Information: Phone, Fax, **E-mail**

Phone _____ Fax _____

E-Mail _____

4. When organized

5. Legal form of ownership. If a corporation, where incorporated.

6. How many years have you been engaged in services, under your present name?

7. Experience in work similar in scope of services and in importance to this solicitation opportunity. Provide three references.

NEW HAVEN BOARD OF EDUCATION

- \$8,000,000.00+

- William Zesner; Network Services Supervisor; william.zesner@new-haven.k12.ct.us 475220-1692

- Provide VOIP and Data Network Solutions for New Haven Schools 2019

CITY OF HARTFORD & HARTFORD BOARD OF EDUCATION; 260 Constitution Plaza – Hartford, CT 06103

- \$6,500,000.00+; Initial Installation in August 1999 – currently maintaining. Supports over 24,000 students, 6500 IP Phones, over (60) Board of Education and City Locations, (16) PRI's, Cisco Call Manager 6

- Patrick Welch, Director of Network Operations, MHIS; 860-757-9436, pwelch@hartfordschools.org

CITY OF NORWALK; 125 East Avenue – Norwalk, CT 06856

- \$1,100,000.00+; Installed July 2007; 900 IP Phones, Call Manager 4.2, Unity VM, 14 Locations including BOE

- Karen DelVecchio, Director Information Technology 203-854-7900

CITY OF TRUMBULL & BOARD OF EDUCATION; 5866 Main Street, Trumbull, CT 06611

- \$500,000.00+; Installed 2017. Cisco BE6K, 830 users between Town and Schools. 4 SIP entry points. Town and schools each have failover to secondary servers, then can fail over to each other

- Bill Chin, IT Director, wchin@trumbull-ct.gov

8. Have you ever failed to complete any work awarded to you? If so, where and why?

9. Have you ever defaulted on a contract? If so, where and why?

10. Describe any pending litigation or other factors, which could affect your organization's ability to perform this agreement

11. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including the officers. Indicate which individuals are authorized to bind the organization in negotiations with the City of New Haven

12. Name, title, address and telephone number of the individual to whom all inquiries about this Proposal should be addressed.

13. Will you, upon request, fill out a detailed financial statement and furnish any other information or sign a release that may be required by the City of New Haven?

14. Tax Identification number(s) _____

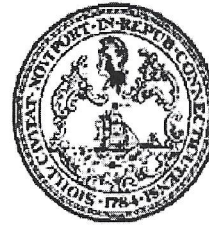
15. Are you able to receive Credit Card Payments for your services rendered? _____

16. Addendums - notices are sent electronically and are posted to portal. You are responsible for the addendum content whether viewed or not. (See section **Interpretation of Addenda for details**)

check Box

17. Project requiring a percent market up, material cost cannot exceed ten percent (%). Please state your markup percentage here: ** _____ (**if you leave it blank, we will consider your percentage markup "0")

CITY OF NEW HAVEN
New Haven, Connecticut 06510



**DISCLOSURE &
CERTIFICATION AFFIDAVIT**

EVERY SECTION MUST BE COMPLETED
For help completing this form contact 203-946-8201

Contractor/Vendor Name:	Total Communications, Inc. a subsidiary of Frontier Communications Corporation
Address:	333 Burnham Street, East Hartford, CT 06108
Telephone and/or Fax #:	800.300.0824
Email Address:	scottlennon@totalcomm.com / chrisgarlock@totalcomm.com
Contact Person:	Scott Lennon (Binding Agent) or Chris Garlock (Sales or RFP Response Questions)

For the purposes of this Disclosure and Certification Affidavit, the following definitions apply:

(a)	"Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
(b)	"Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
(c)	"City" means any official agency, board, authority, department office, or other subdivision of the City of New Haven.
(d)	"Affiliate Entity" means any entity listed in sections 9 or 10 below or any entity under common management with the Contractor.

State of	Connecticut	County of	Hartford
I,	Scott Lennon <small>(type or print your name above)</small>	being first duly sworn, hereby deposes and says that:	
1.	I am over the age of 18 and understand the obligations of making statements under oath; I understand that the City of New Haven is relying on my representations herein.		
2a.	I am the corporate secretary or majority owner (including sole proprietorship) of	Insert Company Name above	
2b.	Or I am an individual and my name is:	Scott Lennon <small>if an individual, insert your name above</small>	
3.	I am fully informed regarding the preparation and terms of the above referenced agreement (the "Agreement") and of all pertinent circumstances related thereto.		
4.	Please select the applicable representation(s) regarding taxes or, if none of the below are accurate, attach an explanation of the status of the relevant tax obligations to this Affidavit (mark an "X" in the appropriate box or "NA" if none apply).		
4a.	As required by Conn. Gen. Stat. §12-41, the Contractor (and each owner, partner, officer, authorized signatory or Affiliate Entity of the Contractor) has filed a list of taxable personal property with the City of New Haven for the most recent grand list and all taxes are current.		
4b.	The Contractor (including any owner, partner, officer or authorized signatory thereof) is not required to file a list of taxable personal property with the City of New Haven for the most recent grand list and does not owe any back taxes to the City of New Haven, either directly or through a lease or other agreement.		
4c.	The Contractor or an owner, partner, officer, representative, agent or Affiliate Entity of the Contractor either i) has a PILOT agreement with the City of New Haven or ii) owes back taxes and has executed an agreement with the City of New Haven to pay said back taxes in installment payments. Such agreement is attached and incorporated herein by reference and the payments under said agreement are not in default.		
5.	<input checked="" type="checkbox"/>	Other than as may be described in section 4 above, the Contractor (including any owner, partner, officer, other authorized signatory, or Affiliate Entity) does not have any outstanding monetary obligations to the City of New Haven.	
6.	Please select the applicable representation about the Contractor's business registration:		
6a.	<input checked="" type="checkbox"/>	Contractor is a Connecticut corporation, partnership, limited liability company or sole proprietorship and its Connecticut Secretary of the State Business ID #:	06-1020653 Insert State Registration # above
6b.		Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship but is registered to do business in the State of Connecticut. The Contractor's Connecticut Secretary of the State Business ID #:	Insert State Registration # above
6c.		Contractor is a foreign corporation , partnership, limited liability company or sole proprietorship and is not registered to do business in the State of Connecticut. The Contractor is registered in the State of:	Please insert State name above
Contractor has confirmed with the Connecticut Secretary of the State that the services it will provide pursuant to the Agreement do not constitute doing business in the State of Connecticut and no registration with the Connecticut Secretary of the State is required. Contractor does otherwise have the following State of Connecticut registrations, certificates or approvals relevant to the Agreement (if not applicable, state N/A).			

7. The following list is a list of the names of all persons affiliated with the business of the Contractor who are also affiliated with the City of New Haven. For purposes of this Affidavit, "affiliated with the business of the Contractor" includes any current or former employee (including officers) of the Contractor or any owner, board member or agent of the Contractor, or of any subsidiary or parent company of the Contractor, and "affiliated with the City of New Haven" means any employee, agent, public official, board member, commissioner or any other person serving in an official capacity for or on behalf of the City of New Haven. If none state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Name	City Affiliation Role & Time Frame	Contractor Affiliation Role & Time Frame	DOB
1 N/A			
2			

8. The following list is a list of all contracts in which either the Contractor, any person affiliated with the business of the Contractor or an Affiliate Entity of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Name of Contractor or Affiliate	Affiliation (if applicable)	Contract Number	DOB
1 N/A			
2			

9. The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Organization Name	Address	Type of Ownership
1 N/A		
2		

10. The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

Name	Title	% of Ownership	DOB
1 Frontier Communications Corp.	N/A	100	N/A
2			

11. If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 N/A		
2		

I hereby certify that I am duly authorized to sign this Affidavit and that the person who will sign the Agreement with the City on behalf of the Contractor will be duly authorized to execute the same. I hereby further certify that the statements set forth above are true and complete on the date hereof and that I, or another authorized individual of the Contractor, will promptly inform the City, in writing, if any of the information provided herein changes or is otherwise no longer accurate at any point during the execution of the above referenced Agreement. I understand that any incorrect information, omission of information or failure of the Contractor to update this information, as described in the foregoing sentence, may result in the immediate termination of any and all agreements the Contractor has with the City of New Haven and disqualification of the Contractor to further contract with the City.

Signature & Title of person completing this form: <i>Scott K...</i>			
THIS FORM MUST BE NOTARIZED		NOTARY SEAL (if available)	
Signature of Notary: <i>Rhonda Tassie</i>			
Subscribed and sworn to, before me on this:	9th	Day of	November 20 20
My Commission Expires:	March 31st, 2021		

This form should be mailed or emailed to the contracting department or included with a specific solicitation.

(This form shall be updated if the Agreement contemplated hereby is not executed within six months of the date hereof.)

