



NEW HAVEN PUBLIC SCHOOLS

## Operations Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Gilda Herrera  
**Date:** 02/11/2022  
**Re:** RFP #2021-12-1421

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**Contractor Name:** Total Communications, Inc.

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

**Is the contractor a Minority or Women Owned Small Business?** No

**Renewal or Award of Contract/Agreement?** Award of Contract

**Total Amount of Contract/Agreement and the Hourly or Service Rate:**

Amount not to exceed \$647,122.08 (**BOE Portion; \$64,712.21 with ERate**); The ERATE program will cover \$582,409.96 of the total cost.

**Contract or Agreement #:**

**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:** Address the need at the NHPS to upgrade the wiring infrastructure and equipment throughout three schools, King Robinson, Martinez and Betsy Ross per request in RFP# 2021-12-1421
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# 2021-12-1421
3. **If this is a renewal with a current vendor, has the vendor's performance been satisfactory under the existing contract or agreement?** N/A
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?**N/A
6. **Is this a service existing staff could provide? Why or why not?** No.



**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

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NHPS Wireless Upgrade RFP #2021-12-1421

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# 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 2022: 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 41 years of experience in voice, 26 years in data and 21 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 stationery 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.

2. Permanent main office address

333 Burnham Street, East Hartford, CT 06108

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

Phone 800.300.0824

Fax 860-528-1904

860.528.1904

E-Mail

chrisgardlock@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?

41 Years as Total Communications, Inc.

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

### **NEW HAVEN BOARD OF EDUCATION**

- \$10,000,000.00+ Initial work started in 2015 to currently maintaining, replaced the obsolete CAT5 wiring at Nathan Hale School 2021
- William Zesner; Network Services Supervisor; william.zesner@new-haven.k12.ct.us 475220-1692
- Provide VOIP with full redesign, Wired Solutions, Wireless Solutions, and Local Data Network Solutions for New Haven Schools 2015-present

### **CITY OF HARTFORD & HARTFORD BOARD OF EDUCATION; 260 Constitution Plaza - Hartford, CT 06103**

- \$9,500,000.00+; 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 will address the need at the New Haven Public Schools(NHPS) providing an affordable solution to upgrade the wiring infrastructure and equipment throughout the three schools, King Robinson, Martinez and Betsy Ross Schools as requested per RFP #2021-12-1421. Total Communications SPIN Number 143007197

Total Communications solution is a continuation of standardizing on removal of the old CAT5 cabling infrastructure to up to date cabling 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 2022-23 School Year Total Communications is providing for New Haven Public Schools (NHPS) to replace the obsolete CAT5 wiring at the three schools listed above. Total Communications will rip and replace all CAT5 cables in the building, with Plenum CAT6 cables. Included in the proposal is the removal of all existing cabling. Included in this 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 for the Summer of 2022. Timelines are all dependent on a timely receipt of PO for the NHPS Portion of the project in order to place the order for materials and receive in a timely manner not knowing any shipping delays due to unforeseen shipping delays.

- Plenum Cat6 Network runs  
Included in pricing- 1469
- Cat6 48 port Patch panels  
Included in pricing -29
- Cat6 24 port Patch panels  
Included in pricing-10
- 3 Ft. Plenum Cat6 Patch cables  
Included in pricing-1469
- Wall Jacks  
Included in pricing-1469
- 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 E-Rate SPIN 143007197 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





# RFP# 2021-12-1421 Wired Pricing for NHPS

## PRICING UNDER BEACON THOMAS ACT PREVAILING WAGE

Quote Prepared For: NHPS WIRED UPGRADE ERATE 2022-2023 Prepared On: 2/7/2022

CPE Material				
QTY	Part #	Description	Unit Price	Total Price
1	0	Wired Upgrade To Martinez 2022	\$183,903.39	\$ 183,903.39
1	0	Wired Upgrade To King Robinson 2022	\$223,610.60	\$223,610.60
1	0	Wired Upgrade To Betsy Ross 2022	\$239,598.09	\$239,598.09
Total Price:			\$	647,112.08

Cable installation time frame is dependent on availability of materials at time of executed purchase agreement.

### GENERAL ASSUMPTIONS

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

#### BASIC:

**This Scope of Work assumes there are no abnormal environmental or hazardous conditions on the Customer's premise, which would require extraordinary safety and/or regulatory functions, activities permits or certification to perform the required work.**

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. Total. 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 panels 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



# RFP# 2021-12-1421 Wired Pricing for Betsy Ross School

## PRICING UNDER BEACON THOMAS ACT PREVAILING WAGE

Quote Prepared For: **Wired Upgrade To Betsy Ross 2022 Prevailing Wage** Prepared On: **1/11/2022**

### CPE Material

QTY	Part #	Description	Unit Price	Total Price
109000	874049914/10	PLENUM - WIRE CAT6 4PR/24AWG PLENUM SOLBC GRAY - Order in Qty's of 1000	0.37	40,112.00
543	ICPCSK03BK	ICC - Patch Cord, CAT 6, Molded Boot, 3 FT, Black	6.33	3,439.00
543	ICPCSK07BK	ICC - Patch Cord, CAT 6, Molded Boot, 7 FT, Black	6.93	3,764.80
543	42080-1WS	FACEPLATE W/ID WINDOW SINGLE GANG 1PORT WHITE	2.03	1,100.48
24	327181	EXTREME 6+ PK/25	171.19	4,108.48
12	69586-C48	PANEL PATCH CAT6 48 PORT	373.33	4,480.00
1	Lot	Fire stop	400.00	400.00
135	Lot	TESTING	146.67	19,800.00
3	Beam Climps	Beam Climp	193.33	580.00
5	CAT32	CAT32 J Hooks	213.33	1,066.67
1	548	Plenum Cat6 Network runs	-	-
1	12	Cat6 48 port Patch panels	-	-
1	543	3 Ft. Plenum Cat6 Patch cables	-	-
1	543	Cat6 Jacks	-	-
1	543	face Plates	-	-
1096	LABOR	LABOR-BEACON THOMAS ACT PREVAILING WAGE RATES	146.67	160,746.67
<b>Total Price:</b>			<b>\$</b>	<b>239,598.09</b>

Cable installation time frame is dependent on availability of materials at time of executed purchase agreement.

#### GENERAL ASSUMPTIONS

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

#### BASIC:

**This Scope of Work assumes there are no abnormal environmental or hazardous conditions on the Customer's premise, which would require extraordinary safety and/or regulatory functions, activities permits or certification to perform the required work.**

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. Total. 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 panels 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



# RFP# 2021-12-1421 Wired Pricing for King Robinson

## PRICING UNDER BEACON THOMAS ACT PREVAILING WAGE

Quote Prepared For: **Wired Upgrade To King Robinson 2022-2023 Prevailing Wage** Prepared On: **1/11/2022**

CPE Material				
QTY	Part #	Description	Unit Price	Total Price
102000	874049914/10	PLENUM -WIRE CAT6 4PR/24AWG PLENUM SOLBC GRY-Order in Qty's-1000	0.37	38,080.00
508	ICPCSK03BK	ICC - Patch Cord, CAT 6, Molded Boot, 3 FT, Black	6.33	3,217.33
508	ICPCSK07BK	ICC - Patch Cord, CAT 6, Molded Boot, 7 FT, Black	6.93	3,522.13
508	42080-1WS	FACEPLATE W/ID WINDOW SINGLE GANG 1PORT WHITE	2.03	1,029.55
21	327181	EXTREME 6+ PK/25	171.19	3,594.92
12	69586-C48	PANEL PATCH CAT6 48 PORT	373.33	4,480.00
1	Lot	Fire stop	400.00	400.00
127	Lot	TESTING	146.67	18,626.67
3	Beam Climps	Beam Climp	193.33	580.00
5	CAT32	CAT32 J Hooks	213.33	1,066.67
1	508	Plenum Cat6 Network runs	-	-
1	12	Cat6 48 port Patch panels	-	-
1	508	3 Ft. Plenum Cat6 Patch cables	-	-
1	508	Cat6 Jacks	-	-
1	508	face Plates	-	-
1016	LABOR	LABOR-BEACON THOMAS ACT PREVAILING WAGE RATES	146.67	149,013.33
<b>Total Price:</b>			<b>\$</b>	<b>223,610.60</b>

Cable installation time frame is dependent on availability of materials at time of executed purchase agreement.

### GENERAL ASSUMPTIONS

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

#### BASIC:

**This Scope of Work assumes there are no abnormal environmental or hazardous conditions on the Customer's premise, which would require extraordinary safety and/or regulatory functions, activities permits or certification to perform the required work.**

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.

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Any and all fees, permits, and right of ways are the responsibility of the customer. Total. 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 panels 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



# RFP# 2021-12-1421 Wired Pricing for Martinez School

## PRICING UNDER BEACON THOMAS ACT PREVAILING WAGE

Quote Prepared For: **Wired Upgrade To Martinez 2022 Prevailing Wage** Prepared On: **1/11/2022**

CPE Material				
QTY	Part #	Description	Unit Price	Total Price
84000	874049914/10	PLENUM - WIRE CAT6 4PR/24AWG PLENUM SOLBC GRAY - Order in Qtys of 1000	0.37	31,360.00
418	ICPCSK03BK	ICC - Patch Cord, CAT 6, Molded Boot, 3 FT, Black	6.33	2,647.33
418	ICPCSK07BK	ICC - Patch Cord, CAT 6, Molded Boot, 7 FT, Black	6.93	2,898.13
418	42080-1WS	FACEPLATE W/ID WINDOW SINGLE GANG 1PORT WHITE	2.03	847.15
17	327181	EXTREME 6+ PK/25	171.19	2,910.17
10	69586-C48	PANEL PATCH CAT6 48 PORT	373.33	3,733.33
1	Lot	Fire stop	400.00	400.00
104	Lot	TESTING	146.67	15,253.33
2	Beam Climps	Beam Climp	193.33	386.67
4	CAT32	CAT32 J Hooks	213.33	853.33
1	418	Plenum Cat6 Network runs	-	-
1	13	Cat6 48 port Patch panels	-	-
1	418	3 Ft. Plenum Cat6 Patch cables	-	-
1	418	Cat6 Jacks	-	-
1	418	face Plates	-	-
836	LABOR	LABOR-BEACON THOMAS ACT PREVAILING WAGE RATES	146.67	122,613.33
<b>Total Price:</b>			<b>\$</b>	<b>183,902.79</b>

Cable installation time frame is dependent on availability of materials at time of executed purchase agreement.

### GENERAL ASSUMPTIONS

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#### CABLE ROUTES:

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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

# State of Connecticut

Department of Administrative Services  
Construction Contractor Prequalification Program

This certifies

## *Total Communications Inc.*

333 Burnham Street, East Hartford, CT 06108  
As a

Prequalification Construction Contractor  
June 21, 2021 through June 20, 2022

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**CONTACT INFORMATION**

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Name: Greg Strouth

Phone: 860-622-4128

Fax:

Email: [gregstrouth@totalcomm.com](mailto:gregstrouth@totalcomm.com)

Name: Patrick Bagshaw

Phone: (860) 622-4073

Fax: (860) 622-4073

Email: [PatrickBagshaw@totalcomm.co](mailto:PatrickBagshaw@totalcomm.co)

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<b>Effective Date</b>	<b>Aggregate Work Capacity (AWC)</b>	<b>Single Limit (SL)</b>	<b>Classifications</b>
6/21/2021	\$2,000,000.00	\$1,000,000.00	TELECOMMUNICATIONS SYSTEMS

<b>Classification Name</b>	<b>Description</b>
TELECOMMUNICATIONS SYSTEMS	Installation, repair and maintenance of telephone, intercom, television, computer network or related equipment for a major communication system within a building.

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

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

For information regarding the DAS Contractor Prequalification Program visit <http://portal.ct.gov/dasprequal> or call (860) 713-5280.



**Name:** Rhonda Tassie  
**Phone:** 860-622-4010  
**Fax:** 860-290-5604  
**Email:** rhondatassie@totalcomm.com

**Name:** Scott Lennon  
**Phone:** 860-622-4111  
**Fax:**  
**Email:** scottlennon@totalcomm.com

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

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

For information regarding the DAS Contractor Prequalification Program visit <http://portal.ct.gov/dasprequal> or call (860) 713-5280.

**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.
Address:	333 Burnham Street
Telephone and/or Fax #:	(860) 528-1904
Email Address:	chrisgarlock@totalcomm.com
Contact Person:	Chris Garlock
City Department requesting services	IT

**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.

<b>State of</b>	Connecticut	<b>County of</b>	Hartford
<b>I,</b>	<b>Scott Lennon</b> (type or print your name above)	<b>being first duly sworn, hereby deposes and says that:</b>	
<b>1.</b>	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.		
<b>2a.</b>	I am the corporate secretary or majority owner (including sole proprietorship) of	Total Communications, Inc.	Insert Company Name above
<b>2b.</b>	Or I am an individual and my name is:	if an individual, insert your name above	
<b>3.</b>	I am fully informed regarding the preparation and terms of the above referenced agreement (the "Agreement") and of all pertinent circumstances related thereto.		
<b>4.</b>	<b>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).</b>		
<b>4a.</b>	<input checked="" 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.	
<b>4b.</b>	<input checked="" 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.	
<b>4c.</b>		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. <b>Such agreement is attached and incorporated herein by reference and the payments under said agreement are not in default.</b>	
<b>5.</b>	<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.	
<b>6.</b>	<b>Please select the applicable representation about the Contractor's business registration:</b>		
<b>6a.</b>	<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 #:	2789501-000 Insert State Registration # above
<b>6b.</b>		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
<b>6c.</b>		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
<b>6d.</b>		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				
2				

8. Contractor must disclose all existing and recent contracts with the City. 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
1			
2			
3			
4			

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			

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	Scott Lennon	President	100%	06/02/1994
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			

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 Lennon</i> PRESIDENT			
<b>THIS FORM MUST BE NOTARIZED</b>		<b>NOTARY SEAL (if available)</b>	
Signature of Notary:		<i>Rhonda Tassie</i>	
Subscribed and sworn to, before me on this:		Day of	20 <i>24</i>
My Commission Expires:		<i>03/1/2026</i>	



*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.)



## 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 10<sup>th</sup> 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 10<sup>th</sup> 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 10<sup>th</sup> 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/ov/depts/finance/default.htm> and click on "Priority Payment Program" to read our FAQs and get more details Questions? Email [onboarding@oxygen-finance.com](mailto: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>Chris Garlock</u>	Title: <u>Major Account Rep.</u>
Address: <u>333 Burnham Street, East Hartford, CT 06108</u>	
Email: <u>chrisgarlock@totalcomm.com</u>	Phone: <u>860-622-4132</u>
Billing Contact Name: <u>Larry Weidner</u>	Title: <u>Accounting Director</u>
Address: <u>333 Burnham Street, East 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

1/10/2022

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](mailto:onboarding@oxygen-finance.com) or call us (866) 515-3860



**CITY OF NEW HAVEN**

New Haven, Connecticut 06510



**Current Workforce  
Certificate**

Job Categories	Racial Group										TOTAL
	Male					Female					
	AA	HA	H	W	O	AA	HA	H	W	O	
Officials & Managers				18					2	1	21
Professionals				11					4	1	16
Technicians											
Sales Force				11	1				3		15
Office & Clerical											
Craftsmen (skilled)											
Craftsmen (semi-skilled)				11					1		12
Laborers (unskilled)				3							3
Service Workers											
<b>TOTAL</b>				54	1				10	2	67

Are you a Disadvantaged Business Enterprise (DBE)	YES		NO	x
Are you a Women's Business Enterprise (WBE)	YES		NO	x
Does your company have and Affirmative action Plan	YES	x	NO	

AA - African American

HA - Hispanic American

H - Handicapped

W - White (Caucasian)

O - Other

Bid/Contract Title:	WIRED UPGRADE NHPS 2022-23
Bid/Contract Number:	2021-12-1421
Contractor Name:	TOTAL COMMUNICATIONS, INC.

CITY OF NEW HAVEN  
CONTRACT FOR PROFESSIONAL OR TECHNICAL SERVICES  
PART II - TERMS AND CONDITIONS

1. Personnel. (a) The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

(b) All the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State or local law to perform such services.

(c) No person who is serving a sentence in a penal or correctional institution shall be employed on work under this Agreement. The foregoing sentence shall not be interpreted to interfere with the Contractor's compliance with the City's Ban the Box requirements.

2. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deductions or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934, as now codified in 18 U.S.C. § 874 and 40 U.S.C. § 3145. The Contractor shall comply with applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations or exemptions from the requirements thereof.

3. Withholding of Salaries. If, in the performance of this Agreement, there is any underpayment of salaries by the Contractor or by any subcontractor thereunder, the City shall withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salary actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the City for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

4. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Agreement shall be promptly reported in writing by the Contractor to the City, and the City's decision regarding such claims and disputes shall be final. Particularly with respect to this Section and Section 5 above, the City reserves the right to inspect Contractor's records with respect to this Agreement and specifically, without limiting the generality of the foregoing, payroll and employee records with respect to the work performed pursuant to this Agreement.

**Total Communications Comply with ALL**



**Total Communications Comply with ALL**

5. Equal Employment Opportunity.

A. During the performance of this Agreement, the Contractor agrees as follows:

- i) To comply with all provisions of Executive Order 11246 and Executive Order 11375, the Connecticut Fair Employment Practices Act under Conn. Gen. Stat. § 46a-51 et seq., the Equal Opportunities Ordinance of the City under Chapter 12 ½ et seq., the Contract Compliance Ordinance of the City under Article III of Chapter 12 ½, 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;
- ii) Not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, physical disability, national origin, or any other State or Federal protected class status. 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, national origin, physical handicap, or any other State or Federal protected class status. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of any or other forms of compensation, and selection for training, including apprenticeship;
- iii) To post, in conspicuous places available to employees and applicants for employment, notice is to be provided by the Contractor setting forth the provisions of this nondiscrimination clause;
- iv) To state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, physical disability, national origin, or any other State or Federal protected class status;

B. And where this contract involves construction, or is a “public contract” as defined in section 12 ½ -19(o) of the City’s Code of General Ordinances, then the contractor additionally agrees:

- i) To send to each labor union or representative of workers with whom the Contractor has a collective bargaining agreement, or other contract or understanding, a notice advising the labor union or worker's representative of the Contractor's commitments under the equal opportunity clause of the City, 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;

- ii) To utilize State of Connecticut 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;
- iii) To take affirmative action to negotiate with qualified minority contractors, women business enterprises and disadvantaged women business enterprises, for any work which may be proposed for subcontracting, or for any additional services, supplies, or work which may be required as a result of this Agreement;
- iv) To cooperate with City departments in implementing required Agreement obligations for increasing the utilization of minority business enterprises, women business enterprises and disadvantaged business enterprises;
- v) To furnish all information and reports required by the contract compliance director pursuant to sections 12 ½-19 through 12 ½-33 of the City's Code of General Ordinances and to permit access to the Contractor's books, records, and accounts by the contracting agency, the contract compliance officer, and the Secretary of Labor for purposes of investigations to ascertain compliance with the program;
- vi) To take such action, with respect to any subcontractor, as the City may direct as a means of enforcing the provisions of sub-paragraphs (1) through (8) herein, including penalties and sanctions for noncompliance, provided however that, in the event the Contractor becomes involved in or is 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 contracts 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 of the United States;
- vii) To file, along with its subcontractors, if any, compliance reports with the City in the form and to the extent prescribed in this Agreement by the contract compliance director of the City. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors, if any;
- viii) To include the provisions of sub-paragraphs (1) through (9) of this equal opportunity clause in every subcontract or purchase order so that said provisions will be binding upon each such subcontractor or vendor;

**Total Communications Comply with ALL**

- ix) 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:
- (a) 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 this Agreement;
  - (b) Refusal of all future bids for any public contract with the City, or any of its departments or divisions, until such time as the Contractor, or subcontractor, is in compliance with the provisions of this Agreement;
  - (c) Cancellation of this Agreement;
  - (d) Recovery of specified monetary penalties;
  - (e) In case of substantial or material violation, or the threat of substantial or material violation of the compliance procedure or as may be provided for by 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 as herein outlined.

6. Discrimination Because of Certain Labor Matters Related to Construction Contracts. No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because it has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

7. Assignability. The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City, provided, however, that claims for money due or to become due the Contractor from the City under this Agreement may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

8. Interest of City Officials. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

9. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the above-referenced project or any parcel of land therein or any other interest which would conflict in any manner or degree with the **Total Communications Comply with ALL**

performance of its service hereunder. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

10. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

11. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve-month period immediately following the closing or termination of this Agreement. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, payroll records, bank statements, and canceled checks.

**Total Communications Comply with ALL**

CITY OF NEW HAVEN  
New Haven, Connecticut 06510



**City Forms Signature Page**  
**(LWI) Under \$150,000**

Bid/Contract Title:	WIRED UPGRADE NHPS 2021
Bid/Contract Number:	2021-12-1421
Contractor Name:	TOTAL COMMUNICATIONS, INC.
Contact Person Signing Below:	SCOTT LENNON
Contractor Signatory Email: <small>This is the person that signs the contract:</small>	scottlennon@totalcomm.com

Attached please find the following City of New Haven forms which are required for this solicitation. Below please Initial to the left of each form and sign in the space below acknowledging that you have read, understood, and comply with these documents. This City Forms Signature Page must be notarized below.

**Failure to complete & Submit this form with your bid/proposal will cause rejection of your submission.**

Initial	City Form
	Ban the Box Agreement
	Certificate of Non-Arrearage
	Equal Employment Opportunity Agreement
	Non-Collusion Affidavit
	Wage Rate Form - Living

Signature & Title of person completing this form:	Signature: <i>Scott Lennon</i>
	Title: <b>PRESIDENT</b>
<b>THIS FORM MUST BE NOTARIZED</b>	NOTARY SEAL (if available)
Signature of Notary:	<i>Rhonda Tassie</i>
Subscribed and sworn to, before me on this:	<i>Scotty</i> Day of <i>18<sup>TH</sup></i> <i>January</i> 20 <i>22</i>
My Commission Expires:	<i>3/31/2026</i>

**RHONDA TASSIE  
NOTARY PUBLIC  
CONNECTICUT**



# CITY OF NEW HAVEN

New Haven, Connecticut 06510

## Ban the Box 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.

CITY OF NEW HAVEN  
New Haven, Connecticut 06510



**Certificate of Non-Arrearage**

I am the owner, partner, agent, officer, member or representative, of the bidder/proposer of the submitted solicitation and Neither the Bidder/Proposer, nor its subcontractors are in arrears to the State of Connecticut Second Injury Fund.

*Scott Linna*

CITY OF NEW HAVEN  
New Haven, Connecticut 06510

**Contractors Livable Wage  
Certification Form**

Internal Audit Division



I am the owner, partner, agent, officer, member or representative, of the bidder/proposer of the submitted solicitation and I do hereby certify that the company listed above and all its subcontractors will pay all workers on the Bid/Contract listed above the Livable wages as indicated in Article XVII, Section 2-221 et seq. of the Code of the City of New Haven. The Current Livable Wage per hour is detailed in the Project Summary of this solicitation. If your firm's salary schedules are more than this amount, please provide documentation with your response. This may eliminate the need for weekly payroll submittals; however, you may still be subject to spot audits.

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CITY OF NEW HAVEN  
New Haven, Connecticut 06510

**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;

*Scott D. M. M.*



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).



**CITY OF NEW HAVEN**

New Haven, Connecticut 06510



**Non-Collusion Affidavit of  
Prime Bidder/Proposer**

1.	I am the owner, partner, agent, officer, member or representative, of the bidder/proposer of the submitted solicitation and;
2.	I am fully informed respecting the preparation and contents of the attached solicitation and of all pertinent circumstances respecting such Bid/Proposal;
3.	Such Bid/Proposal is genuine and is not collusive or a sham Bid/Proposal;
4.	Neither the said Bidder/Proposer nor any of its officers, partners, owners, agents, members, 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/Proposal in connection with the Contract for which the attached Bid/Proposal 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/Proposal or of any other Bidder/Proposer, or to fix any overhead, profit or cost element of the Bid/Proposal prices or the Bid/Proposal 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/Proposal 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, members 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/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

*Scott Hanna*