

THE CITY OF NEW HAVEN

BUREAU OF PURCHASES

200 Orange Street

New Haven, Connecticut 06510
(203) 946-8201 - FAX (203) 946-8206

Toni N. Harp
Mayor



Michael V. Fumiatti
Purchasing Agent

REQUEST FOR PROPOSALS

The City of New Haven is accepting Proposals for the following:

Design-Building Program
RFP # 2014-09-978

Proposals must be submitted in the form and manner specified in the request. Forms and specifications may be obtained from the Bureau of Purchases, website: www.cityofnewhaven.com/purchasingbureau. **Hardcopy submission:** One (1) Original, with separate pricing envelope, and one CD or Thumb Drive containing the complete proposal. **Electronic submission** is submitted through your login on our website: www.cityofnewhaven.com/purchasingbureau/CheckSubmissionIP.asp

THE BUREAU OF PURCHASES
200 ORANGE STREET, ROOM 301
NEW HAVEN, CT 06510

**RFP's will be accepted until 11:00 AM EST on Tuesday, October 7, 2014
at which time all responses will be publicly opened and read aloud.**

Submitted by:

Company Name

Street Address

City, State & Zip Code

Contact

Email

() _____
Telephone #

() _____
Fax #

REQUEST FOR PROPOSALS

INSTRUCTIONS TO RESPONDENTS

RFP Documents – The RFP documents include the following:

- A. Announcement / cover
- B. Instructions to Respondents
- C. Non-Collusion Affidavit
- D. Disclosure & Certification Form
- E. Commission on Equal Opportunities Current Work Force Form
- F. Equal Opportunity Statement
- G. Vendor “Ban The Box” Ordinance Compliance Agreement
- H. Statement of Qualifications

What to Submit

- 1. Coversheet of this document
 - 2. Statement of Qualifications
 - 3. Supplemental Information (If Requested)
 - 4. Non-Collusion Affidavit
 - 5. Disclosure & Certification Form
 - 6. Commission on Equal Opportunities Current Work Force Form
 - 7. Equal Opportunity Statement
 - 8. Vendor “Ban the Box” Ordinance Compliance Agreement
-
- 1. **RFP Submission** - All RFPs shall be sealed and identified on the outside by your firm’s name and the RFP title, and submitted to the office of the Bureau of Purchases, 200 Orange Street, New Haven, CT 06510, by the time and date shown on “Cover”. A “clearly marked” Original and separate Pricing Envelope. The City of New Haven can accept, as sole documentation, on-line submission for solicitations. If you respond on-line, you must respond through your account and also provide your response in the manner described on the web site, in creating on-line submissions.
 - 2. **Rejected Solicitations**- A respondent, whose submission to a solicitation that has been rejected by the Bureau of Purchases will receive a fax or email communication informing them that such action has occurred. The respondents submitted solicitation documents will not be returned. Solicitations which have a bid bond will be returned at the appropriate time during the process.
 - 3. **Submission Due Date:** Response must be received at this office by the request by the requested date and time on this solicitation coversheet. In the event that City Hall is closed due to any reason on the day and time a solicitation is due, this solicitation will be accepted and opened on the next business that City Hall is open at the same time it was originally scheduled. Please note: Any addendum posted to our website to change the date and time will supersede this section
 - 4. **Interpretation of Addenda** – Requests for interpretation of the RFP documents shall be made in writing. Such interpretations will be in the form of an addendum to the RFP documents and will be on file in the Office of the Purchasing Agent at least seven business (7) days before the day of the RFP opening. In addition, the addendum will be posted on the City of New Haven web-site not less than (5) calendar days prior to the opening date unless it is to extend the opening date which can happen at anytime prior to the scheduled opening time. Respondents that do not have web access or for oversized documents, the Bureau will endeavor to fax or mail addenda. In any event all such addenda shall become part of the contract and each respondent shall be bound by such addenda whether or not received by the respondent.

5. **RFP Withdrawal** – RFPs may be withdrawn by written request prior to RFP opening or after 60 days subsequent to RFP opening if no award has been made.
6. The City of New Haven cannot guarantee that equipment involved in this technology will be available to provide information or receive transmittals. It is your responsibility to ensure that you have current information and that submittals are received at the designated location complete and on time. The City of New Haven is not responsible for the confidentiality of information transmitted over the Internet.
7. Downloading Commodity/Service Bids, RFP/RFQs, Quotes or Construction Bid Documents does not obligate the city to send you future notification of addendum updates. You will need to check the web-site periodically, however we will endeavor not to issue addendums later than 5 business days prior to the solicitation due Date. The only exception would be in the event of an extension, which can happen at anytime prior to the scheduled opening time. Our website www.cityofnewhaven.com/purchasingbureau
8. **Questions and/or requests for clarifications regarding this RFP should only be directed to:
Procurement Specialist**
200 Orange Street Room 301
New Haven, CT 06510
Tel: (203) 946-8201
Fax: (203) 946-8206
E-mail purchasing@newhavenct.net
All questions must be received 7 business days prior to the opening date. Questions received after the deadline may not be answered.
9. **Assignment of Contract** – The contractor may assign all or part of the contract to another after receiving written permission from the City Purchasing agent. Such assignment shall NOT release the contractor from any part of the responsibility or liability assumed under the contract.
10. **Equal Employment Opportunity** – The City will terminate any contract without accepting liability for any incomplete work if it is found that the Contractor has violated any of the provisions of Executive Orders 11246 and 11374, Connecticut Fair Employment Practice Act, and Chapter 12 ½ of the code of Ordinances of the City of New Haven, incorporated herein by reference. The City reserves the right to incorporate into the contract any additional provisions relating to Equal Employment, including an Affirmative Action Agreement
11. **Implied Requirements** – All services not specifically mentioned in this RFP that are necessary to provide the functional capabilities described by the vendor shall be included in the Proposal. The City does not reimburse for expenses incurred during the performance of this contract. It is the contractor's responsibility to notify the City of New Haven, Bureau of Purchases within a minimum of 7 days of the opening date of any services or supplies not specifically mentioned in this specification but are necessary to provide the functional capabilities of the contract.
12. **Preparation Costs** - All costs incurred in the preparation and presentation of this Proposal shall be wholly absorbed by the proposer.
13. **Insurance**
 - A. The Contractor will carry Professional Liability or Errors & Omissions Insurance with respect to any damage caused by an error, omission or any negligent act of the Contractor with minimum coverage limits of One Million Dollars and No Cents (\$1,000,000.00) per claim for any wrongful act to cover work performed under this contract.

Upon signing this Agreement, the Contractor shall provide a certificate of insurance evidencing said insurance. Upon request, the Contractor will promptly provide the City with a copy of the insurance policy. It is understood that the Contractor shall not change the terms and conditions of such insurance

policy except upon the prior written approval of the City, which approval shall not be unreasonably withheld.

"Tail" Coverage: If any of the required liability insurance is on a claims made basis, "tail" coverage (Extended Reporting Period) will be required at the completion of this contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its Retroactive date is on or before the effective date of this Contract. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for duration of not less than 24 months from the end of the Contract.

B. The Contractor shall indemnify, defend and save harmless the City and its officers, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting directly or indirectly from the performance of services of the Contractor set forth under this Agreement.

C. The Contractor, shall, in addition carry Commercial General Liability insurance providing for a total limit of one million dollars and no cents (\$1,000,000.00) per occurrence for all damages arising out of bodily injury and property damage, and contractual liability for the indemnification provided under this contract; Personal and Advertising Liability \$1,000,000 per occurrence; Products/Completed Operations \$1,000,000 aggregate; Fire Damage Legal Liability (where required) \$300,000; Medical Expense \$10,000. Each annual aggregate limit shall not be less than one million dollars and no cents (\$1,000,000.00).

D. The Contractor shall carry Automobile Liability insurance with respect to any owned, non-owned, or hired vehicles in the amount of one million dollars and no cents (\$1,000,000.00) per accident for bodily injury and property damage.

The City shall be named both certificate holder and additional named insured.. The certificate shall specifically reference this Agreement, and should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

E. The Contractor shall furnish the City with a certificate of Insurance evidencing that it has complied with the obligations under this section of the Agreement. The Contractor shall be solely responsible for the payment of all premiums.

F. Where required by statute, the Contractor shall carry Workers' Compensation and Employers' Liability with limits of not less than the following: Each Accident \$100,000; Per Disease Policy Limit \$500,000; Disease each employee \$100,000. The City shall be named a Certificate Holder on such policy, and the Contractor shall furnish the City with a Certificate of Insurance evidencing that it has complied with the obligations under this Section of the Agreement.

G. City of New Haven must be named as an additional insured and the Certificate of Insurance must include the contract name, number and location.

14. **Availability of Funds** – All contracts are bid with the intention of awarding a contract as a result of the RFP. Any and all awards and actual contract execution by the City Of New Haven is contingent upon availability of appropriate funds. In the event that funding is not available at the time of award and/or execution of the contract the City reserves the right to cancel the bid.
15. **Execution of Agreement** – Failure of the successful respondent to deliver to the City a properly signed and witnessed Agreement with all required bonds and insurance policies, within ten (10) days after receipt of written Notice of award, or within such extended period as the Purchasing Agent may grant, shall constitute

a default, to the City, which may either award the contract to the next lowest respondent, or re-advertise for RFPs.

16. **Commencement of Work** – The City will not be responsible for payment of any work performed or materials supplied by the successful respondent before the Contractor receives a fully executed agreement unless an emergency situation has been declared by a City employee duly empowered to do so, and the vendor receives written authorization from this individual to proceed. Note: Responsibility for payment shall be limited to only that work deemed necessary by the City to alleviate the immediate emergency.
17. **Local Preference** - All else being equal, preference for New Haven based businesses, pursuant to Section 2-153 of the New Haven Code of Ordinances, will be given. This will be determined on a case by case basis dependent upon the source of funds targeted to pay for this service.
18. **Agreement Term** – the term of this agreement as a result of this RFP unless indicated elsewhere in this RFP shall be for one Fiscal year with an option to renew for 2 additional one year periods at the same terms and conditions at the sole discretion of the City of New Haven.
19. **Procurement Card/ PCard (e-commerce tool)**. Please indicate in your Statement of Qualification if your firm is enabled to accept credit card payments for goods and service, in addition to Purchase Order or Checks. Please provide any applicable discounts in your response.
20. **City Right & Reservations** - The City of New Haven reserves the right to alter or revoke this RFP at any time. The City further reserves the right to reject any or all responses, to waive any informalities in the responses received and to accept only those responses deemed by the City to be in the best interests of the City. Any mention in these documents of the term “Proposal” refers to the Response; and any mention of the term “provider” refers to the Respondent.
21. **Vendor Supplied Materials** - Any material submitted by the vendor shall become the property of the City of New Haven unless otherwise requested at the time of submission. Any material that is to be considered as confidential in nature must be so marked.
22. **Public Records and Freedom of Information** - The proposals received shall become the property of the City and are subject to public disclosure. Those parts of a proposal which are defined by the proposer as business or trade secrets as that term is defined in CT Trade Laws, and are reasonably marked “Trade Secrets”, “Confidential” or “Proprietary” and placed in a separate envelope shall only be disclosed to the public- if such disclosure is required or permitted under the CT Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most or their entire proposal as exempt from disclosure may be deemed nonresponsive. Proposals, excluding confidential information, will be available for review after contract award.

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.

(To be typed upon Company stationary and submitted with this response)

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

1. Name of Vendor/Contractor
2. Permanent main office address
3. Contact Information: 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..
 - Proposals are currently or previously been provided, include for each client:
 - Name of Organization
 - Gross cost of agreement
 - Date services started
 - Services being provided
 - Responsible official, address and telephone number of person available as a reference.
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. As a Vendor are you able to receive electronic payment by P Card? Please explain your answer.
16. Addendum acknowledgement Indicate Yes or None. In the event that you indicate "none" and there have been addendum issued, you are still responsible for the addendum content. See section **Interpretation of Addenda for details**

Submission Options:

Electronic Submission

When submitting your Electronic Bid you are required to

- Upload your response to the web site and any additional information required.

Hardcopy Submission

When submitting your Hardcopy bid please submit information in the following format.

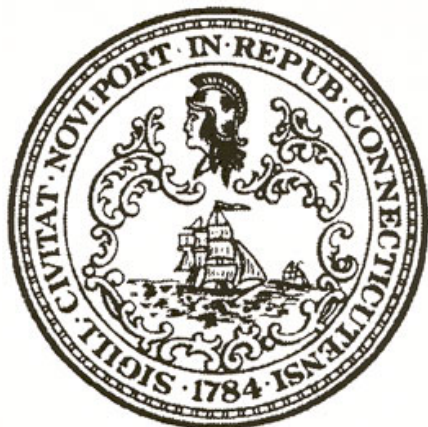
- Coversheet-The first page of this document
- Statement of Qualifications
- Required City of New Haven Forms –preceding this page (see Page 2 for Forms)

Request for Proposal

Design-Build Program

For

The City of NEW HAVEN



RFP Number: 2015-09-978

RFP Name: Design-Building Program

Release date: September 7, 2014

Due Date: October 7, 2014

Time: 11: AM (est)

Letter of Public Notice

The City of NEW HAVEN

The City of NEW HAVEN gives public notice that it is requesting proposals from interested and qualified Design-Build firms for the following projects:

- Armory Project
- City Hall
- Hall of Records
- Goffe Street Fire Station
- Police Academy / Firing Range

The City of NEW HAVEN plans to select the most qualified FIRM for the purpose of implementing a Design-Build Facility Renovation Program for the CITY.

Copies of the request for proposal (RFP) are available from the office of:

Mr. Michael Fumiatti
Purchasing Agent
City Hall
165 Church Street
NEW HAVEN, CT 06510

NOTE: Throughout this RFP the term "Owner" shall refer to The City of NEW HAVEN.

RESPONSES MUST BE RECEIVED BY OCTOBER 7, 2014, NO LATER THAN 11:00 A.M., AFTER WHICH TIME AND DATE THEY WILL NO LONGER BE ACCEPTED. RESPONSES MUST BE DELIVERED TO:

Mr. Michael Fumiatti
Purchasing Agent
City Hall
165 Church Street
NEW HAVEN, CT 06510

I. Introduction and Background

The City of NEW HAVEN requests responses for the implementation of a design-build facility renovation program in City owned facilities noted above, in accordance with the letter of this public notice. Specifically, the FIRM selected as a result of this Request for Proposal (RFP) will be expected to:

1. Provide comprehensive design-build services for City-owned facilities, to include the following:
 - a) Program development
 - b) Design, selection and installation of equipment and systems
 - c) Program management
 - d) Possible maintenance and service of the installed systems
 - e) Provide guaranteed funding sources.
 - f) Firm fixed price contract
 - g) Training, support and education of The City of NEW HAVEN's staff
2. Structure the terms of The City of NEW HAVEN's payment obligations for these improvements and services so that there are no upfront costs associated with the project. FIRM to identify and provide funding sources for up to 100% of the project costs, which do not include increasing any tax assessments or new service fees, and the funds identified must be guaranteed to match or exceed the annual debt service fee.
3. Provide a firm-fixed price, design-build program with no change orders on CITY's agreed scope of work. The scope will be developed once a firm is selected.

Upon review of Responses to this RFP, The City of NEW HAVEN will select a single FIRM to provide Design-Build services for City-owned facilities noted in this document.

A. Purpose

This Request for Proposal requires the selected provider to create a design-build program that provides the necessary, engineering concepts, implementation, project management, guaranteed funding and on-going support and training required to fulfill the requirements of this program.

B. Statement of Intent

The intent of this project is to provide the City with the means to improve its designated facilities without the requirement of capital funding or pledges of new tax revenues.

C. Type of Contract

It is required that if a contract is entered into as a result of this RFP, the structure will be a design-build agreement with guaranteed performance obligations. The Owner will undertake negotiations with the FIRM whose understanding, proposal, and experience in this arena demonstrates their qualifications and history of performance and have achieved the results other cities have demanded. The City of NEW HAVEN reserves the right to consider responses or modifications thereof, received at any time before award is made to the selected FIRM, if such action is in the best interest of the City. The City of NEW HAVEN reserves the right to reject any and all responses.

D. Design-Build Defined

For the purposes of this document, "design-build program" means a contract for project concept, engineering, project management, implementation, guaranteed funding, on-going support, and training required to achieve the results represented by the selected provider.

E. Issuing Office

This RFP is issued for and by The City of NEW HAVEN. The City of NEW HAVEN will coordinate all phases of the project and will provide names of contact persons and other information as required.

II. THE SELECTION PROCESS

A. Timetable

The City of NEW HAVEN expects to undertake the selection process described below according to the following schedule:

	Submission of Responses	<u>October 7, 2014</u>
<i>Selection of FIRM</i>		<u>October 14, 2014</u>

Each of these steps in the selection process is described in the selections that follow.

B. Submission of Responses

Interested FIRMs will submit Responses as described in Sections III and IV below.

C. Evaluation

The Selection Committee will evaluate all Responses. The Selection Committee will make a final selection based upon factors that are deemed to be in the best interests of the City.

Responses will be evaluated and scored on the basis of the following criteria, which will be accorded the relative weight indicated in parentheses:

1. Experience and Qualifications (maximum 20 points)

- a. Preference will be given to respondents demonstrating strong capabilities, experience and reputation in undertakings similar to those described in this RFP, and providing authoritative documentation of the respondent's financial condition and stability. Specifically, the respondents shall list clients where similar projects have been successfully implemented and monitored. Preference will be given to respondents that have been in business for over 50 years.
- b. Furthermore, because of the desired response capability the FIRM must have five or more References in the last five years.

2. Technical Approach (maximum 30 points)

- a. Responses should provide a general description of the technical approach to meeting The City of NEW HAVEN's objectives. Responses should also outline the respondent's project development process and how it collaborates with and maximizes financial benefit to the City and minimizes risk. Respondents should include a description of their responsibilities for maintenance and repair of equipment and systems following installation, and should demonstrate the ability of the respondent to provide service on both a routine and emergency basis. Respondents should demonstrate their capabilities and methodologies regarding the concept, design, implementation, training, staff support, management and associated programs proposed for the City.

3. Staff Rating (maximum 15 points)

- a. Points will be awarded based on documented technical and project administration skills and experience of the proposed project team. Only those individuals proposed to work directly on the subject project should be included in the Staffing Plan.

4. Financial Capability Rating (maximum 30 points)

- a. Points will be awarded based on the demonstrated financial strength of the proposer, which will include the proposer's bonding capacity, and the most recent year ending financial statement.
- b. Firm must have a balance sheet demonstrating operating cash and assets valued at \$3 billion or greater.

5. Pricing (maximum 5 points)

- a. Points will be awarded based on the cost to provide the investment grade analysis (contract ready). The analysis must include final concept, design, development, implementation, and guaranteed funding.

III. RFP PROCEDURES

A. Point of Contact

Questions concerning this RFP and the procedures for responding to the RFP should be directed to:

Procurement Specialist
200 Orange Street Room 301
New Haven, CT 06510
Tel: (203) 946-8201
Fax: (203) 946-8206
E-mail purchasing@newhavenct.net

B. Submission of Responses

Respondents should submit an original and two (2) copies of their submittal in sealed and labeled packages per the Letter of Public Notice. Responses must be received by 11 A.M p.m., October 7, 2014 at the following address:

Mr. Michael Fumiatti
Purchasing Agent
City Hall
165 Church Street
NEW HAVEN, CT 06510

The Selection Committee will disqualify from consideration responses received after the time and date specified above.

C. *Proprietary Information*

If a submittal includes any proprietary data or information that the respondent does not want disclosed to the public, such data or information must be specifically identified as such on every page on which it is found. Data or information so identified will be used by The City of NEW HAVEN solely for the purposes of evaluating responses and conducting contract negotiations.

D. *Right to Reject*

In submitting this response, it is understood by the respondent that the right is reserved by The City of NEW HAVEN to accept any response, to reject any and all responses, and to waive any irregularities or informalities when to do so is in the best interest of The City of NEW HAVEN.

IV. Response FORMAT AND CONTENTS

Responses must be submitted in the format outlined in this section, with each of the described forms and sections completed in full (except those sections described as optional). Respondents not utilizing this format will be considered non-responsive. Each response will be reviewed to determine if it is complete prior to actual evaluation. The City of NEW HAVEN reserves the right to eliminate from further consideration any submittal deemed to be substantially or materially unresponsive to the requests for information contained herein.

Each of the forms and sections described below should begin on a separate page, and each page should clearly state the name of the respondent in the upper right corner.

A. *Respondent Background and Qualifications*

Section A of the proposal should contain the following information about the respondent:

1. Information about the respondent (addresses, telephone numbers, and names of contact persons and of the Staffing Team) should be provided on Form I.
2. Resumes for each of the individuals listed as lead personnel for the respondent's project team on Form I should be included in the proposal.

3. Prior relevant work experience of the respondent should be included in the proposal and should include the following information (if more than five projects are relevant to this RFP, remaining examples of experience may be briefly summarized):
 - a) customer's name;
 - b) total project cost;
 - c) type of contract;
 - d) name and telephone number of reference for the project; and
 - e) brief description of the project (including type of facility at which project was implemented).

At a minimum, five (5) references shall be included with two at least five years old.

4. Additional information about the Staffing team, its personnel, financial condition, or qualifications may be included in the proposal as a Section A-3 (optional).

B. Technical Aspects of the Proposal

Section B of the proposal should contain the following information about the respondent's technical approach to meeting The City of NEW HAVEN's objectives:

1. Description of the respondent's project development process and typical schedule.
2. Information about how the scope the respondent proposes will be identified.
3. A description of the respondent's approach to operations and maintenance (service) of the installed equipment, insuring savings will be achieved.
4. A description of the method to be used to determine guaranteed funding of the design-build program for The City of NEW HAVEN.
5. A description of how the respondent intends to train, support, manage and work with the existing staff with regards to servicing and maintaining of the equipment.

C. Financial Capabilities

Section C of the proposal should contain the following information concerning the respondent's financial capabilities:

1. For the last three years identify the value for programs where your firm was the prime contractor.
2. Indicate your firm's bonding and time limit per project, the firm's bonding capacity, the name of the present bonding agent or bank with contact person and telephone number, and whether a bond has been invoked against your firm within the past five years. If so, provide particulars on the circumstances.
3. Provide a copy of the most recent year-ending statements of financial condition, certified by a public accountant, including balance sheet and income statement, dated within twelve months of filing. If the financial statements are not the sole source of credit support for projects, supply pertinent additional information.

D. PRICING INFORMATION

Section D of the proposal should include cost to provide the investment grade analysis (contract ready). The analysis must include final concept, design, development, management, implementation, and guaranteed funding. This should be expressed as a % of the total estimated project cost.

E. OTHER INFORMATION

Section E of the proposal should include other information required in the project.

Outline of Submittal Contents

The following is an outline of the requirements for submittal contents described in this section. This submittal should be no more than 60 pages total.

Section A: FIRM Background and Qualifications

- Form I: General Information: FIRM
- Section A-1: Project Team Resumes
- Section A-2: Work Experience
- Section A-3: Additional Information (optional)

Section B: Technical Approach

- Section B-1: Project Development Process
- Section B-2: Analysis Methodology
- Section B-3: Service and Maintenance Procedures
- Section B-4: Guaranteed Program Funding Methodology
- Section B-5: Training and Support Information

Section C: Financial Capability

- Section C-1: Projects Implemented Over Last Three Years
- Section C-2: Bonding Information
- Section C-3: Annual Reports or Financial Statements

Section D: Pricing Information

Section E: Other Information (optional)

FORM I

GENERAL INFORMATION: FIRM

1. Name of firm: _____

2. Address: _____

3. Name and Title of Contact person for this project: _____

4. Telephone number of contact person: _____

5. Lead personnel for this project (persons who will have supervisory or other responsibility for the work to be performed):

Name

Title

6. Number of years the firm has been in business: _____

7. Number of years of implementing this type of project: _____

8. Approximate number of Design-Build projects implemented by the firm: _____

THE CITY OF NEW HAVEN

BUREAU OF PURCHASES

200 Orange Street

New Haven, Connecticut 06510
(203) 946-8201 - FAX (203) 946-8206

Toni N. Harp
Mayor



Michael V. Fumiatti
Purchasing Agent

DISCLOSURE & CERTIFICATION AFFIDAVIT OF OUTSTANDING OBLIGATIONS TO THE CITY OF NEW HAVEN

VENDOR NAME	
VENDOR ADDRESS	
TELEPHONE /FAX	
CONTACT/E-MAIL ADDRESS	
SOLICITATION TITLE	
SOLICITATION NUMBER	

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public 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.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of New Haven.

State of		County of		Ss.	
(type or print your name above)				being first duly sworn, deposes and says that:	

1.	I am owner, partner, officer, representative, agent or _____ of:	
	<i>(circle one)</i>	Company Name (if individual type your name)

2.	I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;
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3.	That as a person desiring to contract with the City (check all that apply):
	The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of New Haven for the most recent grand list, as required by Conn. Gen. Stat. §12-42.
	Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of New Haven for the most recent grand list, as required by Conn. Gen. Stat. §12-42.
	Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of New Haven
	Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of New Haven
	The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor owes back taxes and has executed an agreement, satisfactory to the tax collector, to pay said back taxes in installment payments and the payments under said agreement are not in default. The agreement shall be attached , and incorporated herein by reference.

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized): This does not mean ALL employees - just officers, owners etc.

	Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1					
2					
3					
4					

5. That as a person desiring to contract with the City:

(a) THE CONTRACTOR OR AN OWNER, PARTNER, OFFICER, REPRESENTATIVE, AGENT OR AFFILIATE 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	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1					
2					
3					
4					

(b) 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					
2					

(c) THE FOLLOWING PERSONS POSSESS AN OWNERSHIP INTEREST IN THE CONTRACTOR. IF THE CONTRACTOR IS A CORPORATION, LIST ALL OF THE OFFICERS OF THE CORPORATION AND 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	DOB	Stock %	
1					
2					

(d) OF THE FOLLOWING OF THE AFFILIATES, INDIVIDUALS OR BUSINESS ENTITIES IDENTIFIED IN THIS AFFIDAVIT, LIST EACH THAT OWNS, OWNED, OR WITHIN ONE (1) YEAR PRIOR TO THE DATE OF THIS DISCLOSURE HAS OWNED, TAXABLE PROPERTY SITUATED IN THE CITY OF NEW HAVEN, IF NONE STATE NONE. **USE ADDITIONAL SHEET IF NECESSARY (MUST BE ON COMPANY LETTERHEAD AND NOTARIZED):**

	Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1					
2					

(e) 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:

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

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of New Haven.

(Signed) _____
Title:

Subscribed and sworn to before me this _____ day of _____, _____.

(Title)

My commission expires _____, _____.

This Form Must be Notarized

THE CITY OF NEW HAVEN

BUREAU OF PURCHASES

200 Orange Street

Room 301

New Haven, Connecticut 06510

(203) 946-8201 - FAX (203) 946-8206

Toni N. Harp
Mayor



Michael V. Fumiatti
Purchasing Agent

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/PROPOSER

State of _____ County of (_____) ss.

_____, being first duly sworn, deposes and says that:

1. He/She is (owner, partner, officer, representative, or agent) of _____, the bidder/proposer that has submitted the attached bid/proposal. (Bidder/Proposer's name)

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

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

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/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, 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 /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, 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.

(Signed) _____

(Title) _____

Subscribed and sworn to before me this _____ day of _____, _____.

_____ (Title)

My commission expires _____, _____.

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 subparagraphs (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 RFPs 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 _____ day of _____, _____, the contract has caused three counterparts of this Agreement to be executed and delivered.

WITNESS:

(Contractor)

(Signature)

By: _____
(Signature)

(Signature)

(Title)

VENDOR “BAN THE BOX” ORDINANCE COMPLIANCE AGREEMENT

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 subsection.

(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 _____ day of _____, 20____, the contract has caused two counterparts of this Agreement to be executed and delivered.

WITNESS:

CONTRACTOR:

Signature

Signature

Title_____

City of New Haven
Current Workforce Certificate
 Equal Opportunities

Bidder/Proposer : _____
 Address _____
 City, State _____
 Zip Code _____

	Racial Group													
	MALE					FEMALE								
	W	AA	HA	H	O	W	AA	HA	H	O			TOTAL	
JOB CATEGORIES														
Officials & Managers														
Professionals														
Technicians														
Sales Force														
Office & Clerical														
Craftsmen (skilled)														
Operatives (semi-skilled)														
Laborers (unskilled)														
Service Workers														
Total														

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