

THE CITY OF NEW HAVEN

BUREAU OF PURCHASES

200 Orange Street

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

JOHN DESTEFANO, JR.
Mayor



Michael V. Fumiatti
Purchasing Agent

REQUEST FOR PROPOSALS

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

CUSTODIAL CLEANING AND OTHER SERVICES
#29-12-674

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) "clearly marked" Original and one (1) copy, plus (1) compact disk copy of your submittal are required. An Electronic submission is submitted through your account on our website, www.cityofnewhaven.com/purchasingbureau/CheckSubmissionIP.asp, at which time all responses will be publicly opened and read aloud.

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, January 26, 2010

12/20

Submitted by:

Company Name

Street Address

City, State & Zip Code

Contact

Email

()

()

<i>Telephone #</i>	<i>Fax #</i>
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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

Items C, D, E, F & G will be required with each response, unless otherwise specified on the form.

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 copies of your submittals are required, if submitting a hardcopy. 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. **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 until 5:00 PM on the day before the opening. 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.
3. **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.
4. 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.
5. 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 occur up to 24 hours prior, to the opening date. Our website www.cityofnewhaven.com/purchasingbureau
6. **Questions, Inquiries, and/or requests for clarifications regarding this 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
All questions must be received 7 business days prior to the opening date. Questions received after the deadline may not be answered.

7. **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.
8. **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
9. **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.
10. **Preparation Costs** - All costs incurred in the preparation and presentation of this Proposal shall be wholly absorbed by the proposer.
11. **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 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.
- E.** The City shall be named both certificate holder and additional named insured.. The certificate shall specifically reference this Agreement, and provide the City with 30 days notice of cancellation. 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.** All Certificates of Insurance must endeavor to provide for the insurance company giving a minimum of thirty (30) days written notice to the City prior to any modification or cancellation (except 10-days for non-payment of premium) of any such insurance coverage.
- H.** City of New Haven must be named as an additional insured and the Certificate of Insurance must include the contract name, number and location.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.

18. **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.
19. **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.



CITY OF NEW HAVEN
BUREAU OF PURCHASES



JOHN DeSTEFANO, JR.
Mayor

Michael V. Fumiatti
Purchasing Agent

200 ORANGE STREET Rm 301
NEW HAVEN, CONNECTICUT 06510

Tel. (203) 946-8201
Fax (203) 946-8206

Addendum Acknowledgement (if applicable)

Respondents should check website to confirm addendum.

www.cityofnewhaven.com/purchasingbureau

The Respondent hereby acknowledges receipt of the following Addenda
Include signed copies of addenda with your bid submittal:

Addendum Number	Date received	Signature

Request for Proposals

Custodial Cleaning And Other Services

The purpose of this specification is to solicit proposals from qualified firms to staff four hour, part time, and eight hour full time positions for building managers and assistant building managers to provide cleaning services to the New Haven Public Schools (NHPS). The Contractor shall provide sufficient four hour and full time staffing to clean the designated buildings in Exhibit II attached hereto and made a part hereof.. The NHPS is considering contracting with a qualified vendor or person whose proposal is deemed to be most advantageous. No contract shall be awarded solely on the basis of price. Only those proposals determined to meet all requirements will be given consideration.

The NHPS reserves the right to schedule interviews based upon the proposals received. The scoring of the proposals will be based upon the "Award Criteria" listed below. An evaluation committee will review the proposals submitted in response to this RFP. The committee will be comprised of personnel from AFB Facilities Management, NHPS and other technically qualified professionals.

Award Criteria

- Vendor shall demonstrate competence, understanding of work to be performed and qualifications of their organization. (30 points)
- Corporate experience, capacity and financial resources of the organization. (15 points)
- Demonstrate ability to provide experienced and acceptable staffing levels. (30 points)
- Cost
- Quality assurance and quality control. (10 points)
- Adherence in providing information required by this Request for Proposal.
- Vendor shall maintain insurance that meets or exceeds General Liability and Worker's Compensation.
- Vendor Contact person. We will require an experienced project manager and management plan. Subcontracting will be permitted with prior approval of the New Haven Public Schools. (15)

Requirements

a. The RFP is to cover the cost of furnishing a skilled and experienced part time (four hour shift) cleaning crew, other support services and building managers at a competitive rate for the locations as set forth in Exhibit No.II and as noted elsewhere in the specifications to the satisfaction of the New Haven Public Schools. The prospective vendor must furnish all necessary labor and supervision to perform janitorial services as well as assist in grounds maintenance activities such as snow removal, grass cutting, and leaf blowing. If the Contractor believes that additional part time staff is needed above that indicated at a particular school in Exhibit II, the Contractor is free to amend Exhibit II to reflect the true needs of the school. The contractor will be utilizing only green cleaning products provided by the New Haven Public Schools, unless otherwise stipulated.

b. The cleaning staff shall sign in and out at the building manager's office whenever entering or leaving the premises. At all times, contractor shall keep the City of New Haven or its authorized representative informed as to its planned schedule for completing the work and changes or deviation's from the planned schedule.

c. This Contract shall cover a period beginning July 1, 2010 and run through June 30, 2011. The City of New Haven reserves the right to extend the term of the Contract for one (1) year with a one (1) year renewable option under the same terms, conditions and provisions at the sole discretion of the City effective July 1, 2011 through June 30, 2013.

d. The Contractor will utilize the cleaning equipment located within each school building and be responsible for its maintenance, using the school district's repair contract. If the Contractor determines that replacement or supplemental equipment is necessary, he will communicate this to facilities management.

e. The Contractor will use Exhibit III, Cleaning Tasks, as a guideline for the scope of cleaning services to be performed; daily, weekly, monthly, yearly and as required. The list is not meant to be all inclusive. If the Contractor believes there are other cleaning services that should be performed, this should be brought to the attention of facilities management.

f. The Contractor will use Exhibit IV as a guideline for the job descriptions of the various services being requested to be provided to the New Haven Public Schools.

Employee Recruitment

a. Contractor will be held to have carefully examined existing buildings and to have made all necessary investigations, in order to be thoroughly and fully informed as to facilities to be cleaned and be familiar with all difficulties that may be encountered in complete execution of all work.

b. The Contractor shall be required to perform background checks through the FBI, State Police or equivalent. Persons with any history of sexual misconduct, drugs, violence of any type including weapons violations, theft of all types, fraud and/or forgery shall not be assigned to work at the NHPS. Violation of this requirement will be cause for contract termination.

c. The Contractor must demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees on the same schedule in the same area for as long as possible. If a change of staff is to occur, the NHPS shall be notified prior to the change when possible or as quickly as possible thereafter. In addition, staff shall have the ability to: speak and understand the English language; have the necessary public relations skills to deal with staff and students in a professional, courteous and businesslike manner; understand written and oral rules and regulations and apply them in a tactful and non-confrontational manner; and maintain poise, self-control, tact, diplomacy and mature judgment under stress.

e. No consideration or allowance will be granted for failure to visit the New Haven Public School buildings, or for any alleged misunderstanding of materials to be furnished, or work to be performed, it being understood that when the proposal is delivered to and received by the City of New Haven, such action carries with it an agreement to fully comply with and to fully perform all requirements set forth in the General Conditions and the Specifications as set forth herein.

f. The Contractor may schedule a walk-through of the New Haven Public Schools (time permitting) by contacting Dave Defelice, Custodial Manager, at 203-691-3905.

Scheduled Coverage

a. From September through June of each calendar year, the NHPS "normal" business hours is defined as 6:00 a.m. to 10:00 p.m., Monday through Friday. In the months of July and August, normal business operations are defined as 7:00 a.m. to 10:00 p.m., Monday through Friday. Contractors must provide coverage from 6:00 a.m. to 10:00 p.m. September through June and 7:00 a.m. to 10:00 p.m. in July and August. Actual cleaning schedules will be developed with NHPS facilities management staff and Contractor's account team.

b. The New Haven Public Schools is seeking proposals for regular four hour shifts, as well as building managers and assistant building managers, overtime rates and Saturday/ Sunday/Holiday rates for custodial cleaning services at each of the public schools. Special events/activities which may impact the cleaning schedule include weather related events (snow/ice) or other larger activities occurring during the week that requires additional coverage above and beyond day-to-day maintenance services.

Staffing and Services

a. The Contractor shall provide adequate personnel, trained in proper green cleaning and janitorial methods and techniques to properly and satisfactorily maintain the NHPS on a daily basis during the scheduled times indicated. In addition to the janitorial services, contractors must include staff trained to perform outside seasonal grounds maintenance including grass-cutting, playground equipment maintenance in the spring, summer and fall months, as well as snow plowing/sanding in the fall and winter.

b. The Contractor shall provide coverage for school building swimming pools/Audio Visual services from the number of identified four hour part time positions. Sufficient staff will be trained so coverage can be provided when required. The training for pool/Audio Visual personnel will be provided by NHPS management.

c. The Contractor shall provide the following district-wide services: food service drivers for the school food program; mail delivery; utility drivers; warehouse staff, auto mechanic and grounds personnel. These personnel will take direction from the Director of School Food Services or the Facilities Department. Job descriptions for these positions and the pool attendant and audio visual staff are attached.

c. All staff shall report to and take direction regarding daily activities from the building manager/assistant building manager and building principal. The security and protection of all materials, tools and equipment stored at any work location are the sole responsibility of the Contractor.

d. The NHPS will be the sole judge of the efficiency and acceptability of each janitorial employee's performance while on site. The NHPS reserves the right to require the Contractor to remove any janitorial personnel from further duty at NHPS, without cause and without the right to recover damages by such janitorial employee or by the Contractor from the NHPS.

e. The selected Contractor's employees shall be neat and clean in appearance and shall wear a uniform or other identification that clearly identifies them as an employee of the Contractor.

Contractor Responsibility

a. The Contractor will work with the assigned Building Manager/Assistant Building Manager to maintain Material Safety Data Sheets (MSDS) for all chemicals used or stored in the buildings. In addition, the Contractor will provide hazardous chemical communications training to Contractor's personnel. The Contractor will provide adequate field supervision to ensure janitorial staff arrive at assigned post on time, perform their duties throughout their assigned shift, and provide backup as needed during all required hours. A detailed plan for providing supervision must be included with the proposal.

b. The Contractor will provide an internal monitoring system that will be used to ensure service quality which shall include regularly scheduled written inspections with a copy to NHPS. The Contractor will report vandalism and/or damage of the NHPS to the assigned NHPS Building Manager immediately upon discovery.

c. The Contractor will allow for flexible employee scheduling that covers building operations from 6:00 a.m. to 10:00 p.m. Monday through Friday. The Contractor will provide basic OSHA certification training to assigned employees including, but not limited to: slip, trip and fall protection, record keeping, blood born pathogens and equipment operations (i.e., lawn mowers, trimmers and snow blowers). At the direction of the Building Manager, the Contractor will maintain minor building infrastructure equipment i.e., filter changing, security/fire alarms, cleaning equipment, etc.

d. The Contractor will provide to the Building Manager/Assistant Building Manager quarterly staffing plans. In addition, the contractor will provide staff that is skilled enough to provide a wide range of activities, including snow removal, grass-cutting and other outside activities. It should be understood that these services should be included as part of the base bid and staffing plan itemized in Exhibit II and not viewed as an "extra" service for each occurrence.

e. The Contractor will provide a Project Manager or equivalent who shall be responsible for the performance of the contract and remain the Contractor's contact person for the duration of the contract. The Project Manager shall establish a routine for communications with the NHPS to provide a prompt and timely response to any concerns that may arise. Time and frequency of direct meetings may vary as determined by the NHPS. The Project Manager

shall contact the NHPS to review overall performance, receive special instructions regarding cleaning items, or discuss other pertinent items regarding the contract and the Contractor's performance.

f. The Contractor will train his employees in the NHPS security protocols and procedures including confrontation avoidance and ensure employees abide by said procedures.

g. Keys to various areas of the facilities will be made accessible to the Contractor but shall not be removed from the premises. All costs accrued by the NHPS in reinstating facility security occasioned by loss of facility keys due to the Contractor's and/or its employees' negligence will be billed to the contractor.

h. The Contractor will be given instructions on NHPS' security alarm procedures. It shall be the Contractor's responsibility to assure procedures are strictly followed. Upon completion of activities each day, the Contractor shall be responsible for securing all entries to offices and to buildings prior to departure.

i. The Contractor shall ensure that only their properly identified employees listed with the NHPS are permitted on the premises during the performance of daily duties. The Contractor will be held strictly accountable for damages or breaches of security caused by its employees.

j. The Contractor should be familiar with Indoor Air Quality (IAQ) issues and the State Department of Education's "Tools for Schools" program.

k. Items on this list should be used as guidelines, but not considered all inclusive of requirements according to industry standards, which the Contractor is expected to follow. The City of New Haven's interpretation of the General Conditions and Specifications shall be final and binding upon the Contractor.

Competency and Qualifications of Contractor

The importance of maintaining clean school buildings in a safe and satisfactory operating condition demands that the Contractor, in order to qualify in addition to the other requirements herein provided, shall prove to the satisfaction of the City of New Haven, the following:

a. The firm shall have five years experience in providing part time hourly and full time management staff in cleaning services to a school district or municipality. References must be available upon request.

b. The firm must have trained staff available, including a Project Manager, mechanics, drivers and grounds staff.

d. Each Bidder shall be capable of responding to on-call and emergency calls via telephone and/or via FAX within 2 hours (normal working hours) of receipt of the call from the following:

New Haven Public Schools Facilities Services Service Response Center, (24 hours/7 days a week).

f. All Contractor vehicles and/or technicians must have two-way electronic communications for the purposes of emergency dispatch and real-time status reporting.

g. All contractors must have the ability to speak English and communicate with staff and students.

i. The bidder must be in compliance with all Local, State and Federal requirements.

Preferential Hiring

a. It is the desire of the City of New Haven that preferential treatment for hiring Building Managers, Assistant Building Managers, drivers, grounds personnel, warehouse staff and four hour positions be given to current members of the bargaining unit provided they meet the hiring criteria of the Contractor.

ATTACHMENTS:

Exhibit I- School Addresses
Exhibit II- Calculation Sheet
Exhibit III- Cleaning Tasks
Exhibit IV-Job Descriptions

RFP Response:**Provide all information requested**

Respond to each of the categories above indicating by number which item you are responding to. Do not provide a multi-page narrative that is not in this format.

Statement of Proposals:

Each Proposal shall include a statement of Proposals in the form provided in this RFP upon stationary of the proposing firm. The statement shall bear the signature and title of an authorized representative of the proposer and shall be notarized.

(To be typed upon proposer's stationary and submitted with the Proposal)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. The proposer may submit any additional information he/she desires.

1. Name of Proposer
2. Permanent main office address
3. When organized
4. Legal form of ownership. If a corporation, where incorporated.
5. How many years have you been engaged in services, under your present name?
6. Experience in work similar in scope of services and in importance to this Request for Proposal solicitation..
7. List not less than three (3) client references for whom services similar to this Request for 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. The undersigned hereby authorizes and requests any persons, firm or corporation to furnish any information requested by the City of New Haven in verification of the recitals comprising this Statement of Proposals.
14. Tax Identification number(s)

Date

Name of Respondent

By

Title

State of _____

County of _____ s.s.:

Sworn to be before me this _____ day of _____, 20____.

Notary Public

My Commission Expires:

THE CITY OF NEW HAVEN

BUREAU OF PURCHASES

200 Orange Street

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

JOHN DeSTEFANO, JR.
Mayor



Michael V. Fumiatti
Purchasing Agent

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

VENDOR NAME	
VENDOR ADDRESS	
TELEPHONE/FAX	
E-MAIL ADDRESS	
RFP TITLE	
RFP #	

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.**

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

1. _____ I am (*circle one*) [owner, partner, officer, representative, agent or _____] of _____, the Contractor that has submitted the
(Contractor's name)
Attached agreement.
2. _____ I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

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):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				
5				

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				
5				

- (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				
3				
4				
5				

- (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				
3				
4				
5				

- (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				
3				
4				
5				

- (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		
3		
4		
5		

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

FOR CITY OF NEW HAVEN USE ONLY:

TAX COLLECTOR CERTIFICATION AS TO THE CONTRACTOR:	ASSESSOR CERTIFICATION AS TO THE CONTRACTOR:
____ NO BACK TAXES OWED	CURRENT LIST OF TAXABLE PROPERTY ____ FILED
____ BACK TAXES W/CURRENT AGREEMENT	CURRENT LIST OF TAXABLE PROPERTY ____ NOT REQUIRED
____ BACK TAXES W/DEFAULT AGREEMENT	
AS TO ALL AFFILIATES:	AS TO ALL AFFILIATES:
____ NO AFFILIATES LISTED	____ NO AFFILIATES LISTED
____ NO BACK TAXES OWED	CURRENT LIST OF TAXABLE PROPERTY ____ FILED
____ BACK TAXES W/CURRENT AGREEMENT	CURRENT LIST OF TAXABLE PROPERTY ____ NOT REQUIRED
____ BACK TAXES W/DEFAULT AGREEMENT	
____ OK TO PROCESS AGREEMENT	____ OK TO PROCESS AGREEMENT
BY: _____ TAX COLLECTOR	BY: _____ ASSESSOR

VENDOR NAME	
BID/AGREEMENT TITLE	
BID NUMBER	
DEPARTMENT	
DEPARTMENT CONTACT	
TELEPHONE	

THE CITY OF NEW HAVEN

BUREAU OF PURCHASES

200 Orange Street

Room 401

New Haven, Connecticut 06510

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

JOHN DeSTEFANO, JR.

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

Adopted 02/09

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

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

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

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

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

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

WITNESS:

CONTRACTOR:

Signature

Signature

Title _____

AN ORDINANCE AMENDMENT OF THE NEW HAVEN BOARD OF ALDERMEN PROHIBITING UNFAIR DISCRIMINATION IN CITY HIRING POLICIES AGAINST PERSONS PREVIOUSLY CONVICTED AND PROVIDING 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.

WHEREAS, in 2007, over 2,800 probationers resided in the City of New Haven and over 1,200 people were returned from the Connecticut Department of Corrections to the City of New Haven on parole or other form of early release; and

WHEREAS, background checks by employers have increased at a record rates, with 80% of large employers in the U.S. now screening their workers for convictions; and

WHEREAS, formerly incarcerated people represent a group of job seekers, ready to contribute and add to the work force; and

WHEREAS, research shows that lack of employment is a significant cause of recidivism; with people who are employed proving significantly less likely to be re-arrested; and

WHEREAS, the removal of obstacles to employment for people with prior convictions increases public health and safety by providing economic and social opportunities to a large group of people living in the city; and

WHEREAS, the City of New Haven has an obligation to act as a model employer to promote within itself the employment of people with prior convictions and to promote this employment to the private and non-profit sectors; and

WHEREAS the City of New Haven contracts for goods and services with hundreds of Vendors; who in turn employ thousands of employees; and

WHEREAS, the City of New Haven has a responsibility to ensure that its vendors have fair policies relating to the screening and identification of persons with prior convictions; and

WHEREAS, it is the intent and purpose of this ordinance to assist the successful reintegration of formerly incarcerated people back into the community by removing barriers to gainful employment after their release from prison; and

WHEREAS, it is the intent and purpose of this ordinance to enhance the health and security of the community by assisting people with conviction histories to reintegrate into the community and to provide for their families and themselves.

WHEREAS, it is the intent and purpose of this ordinance to ensure that the City of New Haven and its Vendors implement just and fair measures and practices when screening and identifying persons eligible for employment, regardless of whether they have had past convictions or arrests; and

WHEREAS, it is the intent and purpose of this ordinance to not have hiring policies that artificially limit the applicant pool by discouraging applicants with conviction histories from applying for city

employment, which would undermine the City's goal to hire the best qualified applicants for City employment; and

NOW, THEREFORE, BE IT ORDAINED that the New Haven Code of Ordinances is amended as follows:

Definitions.

Applicant means any person considered for, or who requests to be considered for, employment by the City or by one of its Vendors.

Awarding Authority means any department, agency, or office of the City of New Haven that authorizes a Vendor to perform requested goods and/or services.

City means the City of New Haven or any department, agency, or office thereof, unless specifically excluded by this section.

Conviction means any sentence arising from a plea or verdict of guilty, including a sentence of incarceration, a suspended sentence, a sentence of probation or a sentence of unconditional discharge.

Employment means any occupation, vocation, job, or work for pay, including temporary or seasonal work, contracted work, contingent work and work through the services of a temporary or other employment agency; or any form of vocational or educational training with or without pay. Employment shall not, for the purposes of this section, include any positions at the New Haven Board of Education or membership in any sworn position.

"Relationship to the job" means the nature of criminal conduct for which the person was convicted has a direct and/or specific negative bearing on a person's fitness or ability to perform one or more of the duties or responsibilities necessarily related to the employment sought.

"Otherwise Qualified" means any Applicant who meets all other criteria for a position or consideration for a position.

Vendor means any vendor, contractor, or supplier of goods and/or services to the City of New Haven.

Prohibition Against Unfair Discrimination Against Persons Previously Convicted

(1) Except as otherwise dictated by state and federal law, the City shall not inquire about an Applicant's conviction history until after it has been determined that the Applicant is otherwise qualified for the position. City job applications shall not contain a "box" or inquiry regarding a job applicant's prior convictions.

(2) After an applicant has been identified as otherwise qualified for the position, the City will offer a conditional offer of employment to the applicant, pending a conviction history check by the Human Resources Department. Prior to conducting any conviction history check on an Applicant, the City must provide standard written notification to the Applicant advising: (a) that a conviction history check is going to take place, (b) that he or she will have the opportunity to rebut a decision by the City should it decide to retract the conditional offer of employment, and (c) what kinds of specific evidence the Applicant can present during this rebuttal.

(3) If, as a result of a conviction history check, the City finds a valid reason to refuse, rescind, or revoke the offer of a position to an Applicant, then the City must immediately notify the Applicant of the potential adverse employment action, and provide the Applicant with a photocopy of the conviction history report with a highlight(s) of the particular conviction(s) that relates to the job's responsibilities, thus warranting a denial of employment.

(a) The Applicant or current employee shall have ten (10) business days, after receipt of notice and the photocopy of the conviction history report from the City, to respond to the City regarding the conviction history report. The City shall provide the Applicant with an opportunity to present information rebutting the accuracy and/or relevance of the conviction history report, including information pertaining to any of the factors listed in sub-paragraph (4), *infra*. The City must review all information and documentation received from the Applicant prior to taking any final action as to whether to hire said Applicant.

(4) In making a determination concerning a previous criminal conviction, the City shall consider the following factors:

(a) the nature of the crime and its relationship to the job for which the person has applied; and

(b) the information pertaining to the degree of rehabilitation of the convicted person; and

(c) the time elapsed since the conviction or release,

(d) Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct;

(e) The age of the person at the time of occurrence of the criminal offense or offenses;

(f) The gravity of the offense(s);

(g) The public policy of this City, as expressed in this chapter, to encourage the employment of persons previously convicted of one or more criminal offenses.

(5) In no case may records of conviction which have been erased be used, distributed or disseminated, by the City or any of its agencies, or its vendors, in connection with employment, except as by dictated by law.

(6) In order to prevent discrimination against municipal employees in accordance with federal guidelines, any information pertaining to an applicant or employee's record of conviction obtained by the Human Resources Department in conjunction with the hiring process shall remain confidential within that Department, and shall not be used, distributed or disseminated, by the City or any of its agencies, or its vendors, to any other Department, entity or individual, except as dictated by law.

Vendors.

(1) The City of New Haven will do business only with Vendors that have adopted and employ conviction history policies, practices, and standards that are consistent with City standards outlined in this chapter.

(2) The Awarding Authority shall review all Vendors' criminal history policies for consistency with City standards. 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.

Waiver.

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.

Data Collection

Any Awarding Authority, Vendor, Applicant or other interested party 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.

Severability

If any provision of these sections shall be held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.

City of New Haven
Current Workforce Certificate
Equal Opportunities

Bidder/Proposer : _____

Address _____

City, State _____

Zip Code _____

JOB CATEGORIES														
	Racial Group													
	MALE					FEMALE								
	W	AA	HA	H	O		W	AA	HA	H	O		TOTAL	
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	<input type="text"/>	No	<input type="text"/>
Are you a women's business enterprise ?	Yes	<input type="text"/>	No	<input type="text"/>
Does your company have an affirmative action plan ?	Yes	<input type="text"/>	No	<input type="text"/>

W - White (Caucasian)

AA - African American

HA - Hispanic American

H - Handicapped

O - Other