

THE CITY OF NEW HAVEN

BUREAU OF PURCHASES

200 Orange Street
Room 301
New Haven, Connecticut 06510
(203) 946-8201 - FAX (203) 946-8206

JOHN DESTEFANO,
Mayor



Michael V. Fumiatti
Purchasing Agent

INVITATION TO BID

The City of New Haven is accepting sealed bids for the following:

2010 Police Motorcycle Lease-#2009013

Bids must be submitted in the form and manner specified in the request. Forms and specifications may be obtained from the Bureau of Purchases. One (1) "clearly marked" Original and one (1) copy, if not submitting on-line. Bids will be accepted at:

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

**Bids will be accepted until
3:00 PM EST on January 7, 2010**

12/20

Submitted By:	
<i>Company Name:</i>	
<i>Street Address:</i>	
<i>City, State & Zip Code</i>	
<i>Contact</i>	
()	()
<i>Telephone #</i>	<i>Fax#</i>
<i>E-mail address</i>	



CITY OF NEW HAVEN

BUREAU OF PURCHASES



JOHN DeSTEFANO, JR.
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INSTRUCTION TO BIDDERS

Bid Documents – The bid documents include the following:

- A. Invitation/cover
- B. Instruction to Bidders
- C. Bid Form and Calculation Sheet
- D. Non-Collusion Affidavit
- E. Disclosure & Certification Form
- F. Commission on Equal Opportunities Current Work Force Form
- G. Equal Opportunity Statement
- H. Ban the Box Affidavit

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

1. **Bid Submission** - All bids shall be sealed and identified on the outside by your firm's name and the bid item, in the office of the Bureau of Purchases, 200 Orange Street, New Haven, CT 06510, by the time and date shown on "Invitation". **A "clearly marked" Original and one copy of your submittals is required,** if submitting hardcopy. The City of New Haven can accept, as sole documentation, on-line submission for solicitations. If you respond on-line, you must also provide your response in the manner described on the web site.
- 2.
3. **Interpretation of Addenda** – Requests for interpretation of the bid documents shall be made in writing. Such interpretations will be in the form of an addendum to the bid documents and will be on file in the Office of the Purchasing Agent at least seven business (7) days before the day of the bid 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 bid opening unless it is to extend the bid opening date which can happen until 5:00 PM on the day before the opening. Vendors 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 bidder shall be bound by such addenda whether or not received by the bidder.
4. **Alternate Bids** - No alternate bids will be considered unless alternate bids are specifically requested.
5. **Bid Withdrawal** – Bids may be withdrawn by written request prior to bid opening or after 30 days subsequent to bid 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 no addendum will be issued 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 is **www.cityofnewhaven.com/purchasing**.

8. **Deposits Accompanying Bids –**

NOT REQUIRED FOR THIS BID

9. **Questions, Inquiries, and/or requests for clarifications regarding this bid 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 bid opening. Questions received after the deadline cannot be answered.

10. **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.
11. **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
12. **Implied Requirements** – It is the contractor's responsibility to notify the City of New Haven, Bureau of Purchases within a minimum of 5 days of the bid opening date of any services or supplies not specifically mentioned in this specification but are necessary to provide the functional capabilities of the contract.
13. **INDEMNIFICATION/INSURANCE –**
- A. 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.
- B. 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).
- C. 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 on policies mentioned in sections B and C. 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.

- D.** 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.
- E.** 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 cancellation (except 10-days for non-payment of premium) of any such insurance coverage.
- F.** City of New Haven must be named as an additional insured and the Certificate of Insurance must include the contract name, number and location.

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. The Certificate shall direct notice to the City of New Haven, Bureau of Purchasing, 200 Orange Street, New Haven, CT 06510.

- 14. **Execution of Agreement** – Failure of the successful bidder 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 and the bidder's bid bond or surety shall be forfeited to the City, which may either award the contract to the next lowest bidder, or re-advertise for bids.
- 15. **Commencement of Work** – The City will not be responsible for payment of any work performed or materials supplied by the successful bidder 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.
- 16. **Livable Wage** – To the extent that this bid is of a service nature the Livable Wage Ordinance will apply. Please review the specification for applicability.
- 17. **Availability of Funds** – All contracts are bid with the intention of awarding a contract as a result of the Bid. 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.
- 18. **Brand Name** – A brand name, model number or other designation that identifies the product of a manufacturer may be indicated. Other brands will be considered, provided they meet the quality standards of the brands listed within. Product literature, i.e. (M.S.D.S.) and a sample of the product must accompany any substituted product prior to bidding
- 19. The City of New Haven reserves the right to award work to a bidder other than the one which submitted the lowest price if it deems such action to be in the best interest of the City Of New Haven. In such an event, all unsuccessful bidders relinquish their right if any, to challenge the award.
- 20. **Bid Information** – Bidders shall submit with their bid, in duplicate, detailed specifications and literature, catalogs and all necessary data concerning commodities to be furnished. The information shall be clearly labeled to correspond with item number on the bid calculation sheet. Failure to submit any of the required information as specified above may result in the rejection of your bid.

21. **Product Information** – Bidders shall indicate on the calculation or attachment, for each item, the brand or trade names of the product that they propose to supply to the City of New Haven. If the product is not identified with the brand or trade name, bidders shall indicate the name of the producer or manufacturer of the product.
22. **Packing/Packaging** – all items shall be packed in accordance with the prevailing commercial practices, in such a manner as to insure delivery in good condition.
23. **Billing/Invoicing/Contract Value** - The Contractor agrees and understands that it is incumbent upon the Contractor to track billing. The Contractor shall send written notice to the City's Purchasing Agent and the City's department contact when eighty per cent (80%) of the total value of the contract has been performed. Said notice shall identify the RFP/Contract, reference the fact that eighty percent (80%) of the total contract has been reached, and shall include an up-to-date statement of invoices. The Contractor acknowledges that any work performed in excess of the total value of the contract shall not be paid by the City if the Contractor: (A) failed to provide notice to the City as described herein, and/or, (B) failed to obtain written permission to proceed with additional work. Work Orders sent to the contractor by City personnel are **NOT** considered as written permission to exceed the contract value.
24. **Contract Term:** - your pricing must remain in affect for one fiscal year or otherwise indicated in the specification. The City reserves the right at its sole discretion to exercise an additional one year option.
25. **City of New Haven Policy on City Based Businesses** – (when applicable) For the purpose of this section, "City Based Business" shall mean a business with a principal place of business located within the City of New Haven. A business shall not be considered a "city-based business" unless evidence satisfactory to the Purchasing Agent has been submitted with each bid submittal by the said business to establish that said business has a principal place of business in New Haven. A "city-based business" shall maintain such status throughout the term of any Contract with the City of New Haven. Failure to maintain such status shall be grounds for the City to terminate said Contract.

On any contracts or purchases, the lowest responsible bidder shall be determined in the following order:

1. On contracts or purchases, the cost of which are one million dollars total Contract price or less, any city based bidder which has submitted a bid not more than ten (10) percent higher than the low bid, provided such city-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one city-based bidder has submitted bids not more than ten (10) percent higher than the low bid, and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such city-based bidder which submitted the lowest bid.
2. On contracts or purchases, the cost of which are over one million dollars, but less than five million dollars total Contract price, any city based bidder which has submitted a bid not more than five (5) percent higher than the low bid, provided such city-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one city-based bidder has submitted bids not more than five (5) percent higher than the low bid, and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such city-based bidder which submitted the lowest bid.
3. On contracts or purchases, the cost of which are over five million dollars total Contract price, any city based bidder which has submitted a bid not more than three (3) percent higher than the low bid, provided such city-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one city-based bidder has submitted bids not more than three (3) percent higher than the low bid, and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such city-based bidder which submitted the lowest bid.
4. The responsible low bidder.

The City's policy on city-based businesses shall be stated in the Invitation to Bid.

On any contracts or purchases that are put out to competitive bid, and where the City and the Contractor are to share in the revenue generated by the Contractors services, the provisions of paragraph (b) (1), (2), and (3) above shall apply.

**THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE ANY
INFORMALITIES**

CITY OF NEW HAVEN
DEPARTMENT OF POLICE SERVICE
SPECIFICATIONS

POLICE MOTORCYCLE LEASING

Scope: To lease Police Harley-Davidson motorcycles, for one to three years.

- A. These specifications are intended to cover the mechanical, safety and comfort requirements for solo, certified, traffic law enforcement motorcycles which will be used by the New Haven Department of Police Service to enforce traffic laws, commercial vehicle compliance with equipment and safety regulations and to provide escort services for government officials, domestic and foreign diplomats.
- B. It is intended that the manufacturer, in the selection of components, will use materials and design practices that are the best in the industry for the type of operating conditions to which the machine will be subjected.
- C. These specifications require doing all things necessary or proper for, or incidental to, the furnishing of and delivery of said units and associated equipment. All things not expressly mentioned in these specifications but involved in carrying out their intent are required. The vendor shall perform the same as if they were specifically mentioned, described and delineated.
- D. It shall be incumbent upon the vendor/manufacturer to contact Timothy Hatch, Superintendent of Motor Vehicles by telephone (203-946-6323) if any question shall arise in regard to the delivery of this service, or the selection of materials, or for clarification, before proceeding.
- E. All proposed model motorcycles will be in full compliance with the following detailed specifications.

Model to Lease:

Shall be a 2010 Harley-Davidson FLHPI Road King Police motorcycle.

Specifications:

A. Engine:

Shall have a piston displacement of not less than 96 cu. in., shall be air cooled, and shall have two or more cylinders. Engine shall be designed to insure that any vibration frequencies and magnitudes shall be minimal. Engine and transmission isolated from motorcycle frame through a rubber mounting system.

- 1. Power Train Deluxe Chrome Group – Designed for low maintenance; Black wrinkle paint finish on engine; chrome rocker boxes, timer cover, outer primary housing and transmission covers.
- 2. Sequential Port Fuel Injection System (SPFI).
- 3. Chain Drive Twin Cams.

B. Clutch and/or Transmission:

1. Clutch shall be of latest multiple plate design.
2. Transmission shall be of latest design, manual type, having not less than six forward speeds.
3. Requires clutch disengaged for starter motor operation; low effort hand levers.
4. Primary Drive: double-row chain.

C. Cooling System:

1. Motorcycle shall be equipped with the optional FL Electric Fan Kit (Black)
(91531-00A).

D. Brakes:

Disc brakes shall be provided for both front and rear wheels. Front brakes shall have dual (2) 11.5 drilled discs. Rear brake shall be single disc. Brakes shall be relatively free from heat fade, have four piston calipers, and uniform expanded rotors.

E. Suspension:

Motorcycle shall be provided with a suspension system to permit optimum handling conditions as required in metropolitan area traffic law enforcement.

1. Rear suspension shall have swing arms having bearings that require no lubrication for the life of the motorcycle.
2. Heavy duty, air adjustable rear suspension; ability to adjust rear ride height to compensate for imposed loads. Passive air-adjustable anti-dive front suspension.

F. Wheels/Tires:

1. Cast wheels required. Rim material shall be impermeable to compressed air.
2. Tubeless type tires to have non-skid treat, designed to operate on paved highways and shall have a full, four-ply fabric reinforcement. Preferred manufacturer: Dunlop, front and rear MT90BX16 black walls. (Touring Elite R11 D402 tires). Tires designed to remain on wheel during loss of air pressure.
3. Sealed automotive style wheel bearings requiring no end play adjustment and service interval of 100,000 miles.

G. Fuel Tank:

Fuel tank shall have a capacity of not less than five (5) U.S. gallons. Must provide reserve fuel capacity when main supply is exhausted.

1. Electric fuel pump.
2. Reserve (0.9 gallon or 3.4 liters)

H. Electrical System:

Electrical System shall be nominal twelve (12) volt complying with the following:

1. Battery: Sealed, heavy-duty center mount required. Minimum rated capacity – 28 ampere hours per BCI rating (Battery Council International) maintenance free.
2. Charging System: Providing 45 amp high output alternator and solid state regulator.
3. Connectors: Industrial Grade throughout.
 - a. An accessory connection shall be provided.
4. Hand Controls: Water resistant switches
5. Starting System: Twelve (12) volt started with solenoid operated engagement and relay required.
6. Horn: Horn that will emit a sound level adequate to be heard above motorcycle and traffic generated noise level required.
7. Lighting: Each motorcycle shall be provided with the following required lighting equipment:
 - a. Quartz halogen headlight.
 - b. Pursuit Lamps – front mounted PAR-36 (strobe), one red, one blue (91446-00 Emergency Response Kit).
 - c. Tail light.
 - d. Turn signals.
 - e. Running lights – Integrated into fender tips and front turn signals.
 - f. Rear Strobe Signal – Blue – on telescoping stainless steel mast (91446-00, Emergency Response Kit).
 - g. FL Police Tour-Pak with Strobe Lights (White) (53238-01)
8. Electronic Siren: A Whelen 100 watt electronic siren system (amplifier and speaker) shall be provided with each motorcycle (91446-00. Emergency Response Kit).
 - a. Waterproof Amplifier (two tones: wail and yelp)
 - b. Air horn
 - c. Microphone Jack

I. Visual Displays:

The following visual displays shall be provided to inform the rider of the various conditions of motorcycle and engine operations.

1. Speedometer – Certified police analog speedometer, to indicate 0 – 120 MPH or K.P.H
2. Odometer – A calibrated, cumulative odometer.
3. Tachometer – An analog tachometer provided
4. Fuel Level Gauge
5. Indicator Lamps – Including pursuit lamp indicator
6. Sight Glass on Brake Master Cylinder
7. Low fuel indicator light.

J. Feature Requirements:

1. Seat – Latest deluxe spring solo air saddle, special police type, covered with breathable material, with rear back support design and quick release mechanism; single air bladder with reservoir and gauge.
2. Side Stand – Jiffy type steel stand, locking type when engaged.
3. Footboards – Adjustable, provided with non-skid rubber pads on upper surfaces.
4. Engine Guards – Front engine guard, rear sturdy saddlebag guards.
5. Saddlebags – Factory installed, law enforcement type fiberglass saddlebags. Bags shall be nominally waterproof. Utilizes police style speed latches.
6. Drive – Final belt drive, Gates Aramid Fiber, reinforced poly Chain R.
7. Windshield – Shall be one of latest design, utilizing Lexan or clear polycarbonate.

8. Mirrors – Two (2) true image mirrors shall be provided for each motorcycle.
9. Engine Oil Cooler – With thermostatic bypass valve to be included.
10. Paint – Motorcycle shall be painted Birch White with appropriate police decals.
11. Manuals – One set of service and parts manuals
12. Keys – Four (4) sets of keys per vehicle, one key fits all locks.

Warranty:

1. A twelve (12) month unlimited mileage warranty will be included on all motorcycles.
2. A written copy of the warranty shall be supplied to the Police Department
3. Warranty for each vehicle shall commence on the date the vehicle is placed into actual service, not the delivery date.

Pre-Delivery Service:

All vehicles must be completely serviced, inspected, properly adjusted and road tested before delivery, included the proper fill of all fluids and lubricants, except gasoline.

Guarantee:

The vendor delivering vehicles against this specification shall guarantee that the vehicle meets the minimum requirements set forth herein. If it is found that the vehicle(s) delivered do not meet the minimum requirements of this specification, the vendor will be required to correct the same at his expense.

Delivery Location:

New Haven Department of Police Service

Vehicle Maintenance Unit

710 Sherman Parkway

New Haven, CT 06511

Calculation Sheet

Please view a separate web form document posted with this solicitation on the web site. The worksheet will calculate total pricing for you after you click on “update”, when placing your figures in the “unit cost” column when applicable. Please verify your amounts before submitting your calculation sheet.

When submitting your bid please submit information in the following format if you are not submitting on line.

- Coversheet-The first page of this document
- Calculation sheet
- Required City of New Haven Forms —preceding this page



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)

Bidders should check website to confirm addendum.

www.cityofnewhaven.com/purchasingbureau If you do not have Internet access, you must contact the Bureau of Purchases.

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

Addendum Number	Date received	Signature

THE CITY OF NEW HAVEN

BUREAU OF PURCHASES

200 Orange Street

Room 301

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 _____, ____.

THE CITY OF NEW HAVEN

BUREAU OF PURCHASES

200 Orange Street
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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	
SOLICITATION /AGREEMENT 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 _____)

SS.

County of _____)

_____, 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				
6				

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				
6				

- (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				
6				

- 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				
6				
7				

- (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				
6				
7				

- (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		
6		

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:
<input type="checkbox"/> NO BACK TAXES OWED	CURRENT LIST OF TAXABLE PROPERTY <input type="checkbox"/> FILED
<input type="checkbox"/> BACK TAXES W/CURRENT AGREEMENT	CURRENT LIST OF TAXABLE PROPERTY <input type="checkbox"/> NOT REQUIRED
<input type="checkbox"/> BACK TAXES W/DEFAULT AGREEMENT	
AS TO ALL AFFILIATES:	AS TO ALL AFFILIATES:
<input type="checkbox"/> NO AFFILIATES LISTED	<input type="checkbox"/> NO AFFILIATES LISTED
<input type="checkbox"/> NO BACK TAXES OWED	CURRENT LIST OF TAXABLE PROPERTY <input type="checkbox"/> FILED
<input type="checkbox"/> BACK TAXES W/CURRENT AGREEMENT	CURRENT LIST OF TAXABLE PROPERTY <input type="checkbox"/> NOT REQUIRED
<input type="checkbox"/> BACK TAXES W/DEFAULT AGREEMENT	
<input type="checkbox"/> OK TO PROCESS AGREEMENT	<input type="checkbox"/> OK TO PROCESS AGREEMENT
BY: _____ TAX COLLECTOR	BY: _____ ASSESSOR

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

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 § 12 1/2 -1, 12 1/2-19 through § 12 1/2-32, 12 1/2-48 through §12 1/2-52 and to permit access to his books, records and accounts by the contracting agency, the Contract Compliance Officer, and the Secretary of Labor for purposes of investigation to ascertain compliance with the program;
- j. If such contractor employs three or more employees to refrain from paying such employees dues and related expense for clubs that restrict membership use of their facilities on the basis of race, color, sex, religion, national origin or ancestry;
- k. To take such action, with respect to any subcontractor, as the City may direct as a means of enforcing the provisions of sub-paragraphs (a) through (m) herein, including penalties and sanctions for noncompliance, provided however that, in the event the contractor becomes involved or threatened with litigation as a result of such direction by the City, the City will intervene in such litigation to the extent necessary to protect the interest of the City and to effectuate the City's Equal Employment Opportunity Program, in the case of funded directly or indirectly, in whole, or in part, under one or more Federal Assistance Programs, the contractor or the City may ask the United States to enter into such litigation to protect the interest if the United States;
- l. To file, along with his subcontractors, if any, compliance reports with the City in the form and to the extent prescribed in the contract by the Contract Compliance Director of the City of New Haven. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the contractor and his subcontractors, if any;
- m. To include the provisions of sub-paragraphs (a) through (m) of this Equal Opportunity Clause in every subcontract or purchase order so that said provisions will be binding upon each such subcontractor or vendor;

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

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

IN WITNESS WHEREOF, on the _____ day of _____, 200____,
the contract has caused two counterparts of this Agreement to be executed and delivered.

(Contractor)

WITNESS:

(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	<i>Racial Group</i>												
	<i>MALE</i>					<i>FEMALE</i>							
	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)

HA - Hispanic American

O - Other

AA - African American

H - Handicapped