## THE CITY OF NEW HAVEN

### **BUREAU OF PURCHASES**

200 Orange Street

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

Toni N. Harp Mayor



Michael V. Fumiatti Purchasing Agent

### **REQUEST FOR PROPOSALS**

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

### Network Refresh RFP # 2017-12-1145 E-Rate Form 470# is #170054024

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: <u>www.cityofnewhaven.com/purchasingbureau</u>. Hardcopy submission: One (1) <u>Original and one CD or Thumb Drive containing the complete proposal.</u> Electronic submission is submitted through your login on our website: <u>www.cityofnewhaven.com/purchasingbureau/CheckSubmissionIP.asp</u>

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

RFP's will be accepted until 11:00 AM EST on, January 24, 2017, t which time all respondents will be publicly identified and read aloud.

	Submitted by:	
-	Company Name	
-	Street Address	
-	City, State & Zip Code	
-	Contact	
-	Email	
<u>(</u>	() () Telephone # Fax #	

### REQUEST FOR PROPOSALS INSTRUCTIONS TO RESPONDENTS

#### **RFP** Documents – The RFP documents include the following:

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

### What to Submit

- 1. Coversheet of this document
- 2. Statement of Qualifications
- 3. Supplemental Information (If Requested)
- 4. Non-Collusion Affidavit
- 5. Disclosure & Certification Form
- 6. Commission on Equal Opportunities Current Work Force Form
- 7. Equal Opportunity Statement
- 8. Vendor "Ban the Box" Ordinance Compliance Agreement
- 1. **RFP Submission -** All RFPs shall be sealed and identified on the outside by your firm's name and the RFP title, and submitted to the office of the Bureau of Purchases, 200 Orange Street, New Haven, CT 06510, by the time and date shown on "Cover". A "clearly marked" Original and separate Pricing Envelope. The City of New Haven can accept, as sole documentation, on-line submission for solicitations. If you respond on-line, you must respond through your account and also provide your response in the manner described on the web site, in creating on-line submissions.
- 2. **Rejected Solicitations** A respondent, whose submission to a solicitation that has been rejected by the Bureau of Purchases will receive a fax or email communication informing them that such action has occurred. The respondents submitted solicitation documents will not be returned. Solicitations which have a bid bond will be returned at the appropriate time during the process.
- 3. **Submission Due Date:** Response must be received at this office by the request by the requested date and time on this solicitation coversheet. In the event that City Hall is closed due to any reason on the day and time a solicitation is due, this solicitation will be accepted and opened on the next business that City Hall is open at the same time it was originally scheduled. Please note: Any addendum posted to our website to change the date and time will supersede this section
- 4. **Interpretation of Addenda** Requests for interpretation of the RFP documents shall be made in writing. Such interpretations will be in the form of an addendum to the RFP documents and will be on file in the Office of the Purchasing Agent at least seven business (7) days before the day of the RFP opening. In addition, the addendum will be posted on the City of New Haven web-site not less then (5) calendar days prior to the opening date unless it is to extend the opening date which can happen at anytime prior to the scheduled opening time. Respondents that do not have web access or for oversized documents, the Bureau will endeavor to fax or mail addenda. In any event all such addenda shall become part of the contract and each respondent shall be bound by such addenda whether or not received by the respondent.
- 5. **RFP Withdrawal** RFPs may be withdrawn by written request prior to RFP opening or after 60 days subsequent to RFP opening if no award has been made.

- 6. The City of New Haven cannot guarantee that equipment involved in this technology will be available to provide information or receive transmittals. It is your responsibility to ensure that you have current information and that submittals are received at the designated location complete and on time. The City of New Haven is not responsible for the confidentiality of information transmitted over the Internet.
- 7. Downloading Commodity/Service Bids, RFP/RFQs, Quotes or Construction Bid Documents does not obligate the city to send you future notification of addendum updates. You will need to check the web-site periodically, however we will endeavor not to issue addendums later than 5 business days prior to the solicitation due Date. The only exception would be in the event of an extension, which can happen at anytime prior to the scheduled opening time. Our website www.cityofnewhaven.com/purchasingbureau
- 8. Questions and/or requests for clarifications regarding this RFP should only be directed to: Procurement Specialist

200 Orange Street Room 301 New Haven, CT 06510 Tel: (203) 946-8201 Fax: (203) 946-8206 E-mail <u>purchasing@newhavenct.net</u> All questions must be received 7 business days prior to the opening date. Questions received after the deadline may not be answered.

- 9. **Assignment of Contract** The contractor may assign all or part of the contract to another after receiving written permission from the City Purchasing agent. Such assignment shall NOT release the contractor from any part of the responsibility or liability assumed under the contract.
- 10. **Equal Employment Opportunity** The City will terminate any contract without accepting liability for any incomplete work if it is found that the Contractor has violated any of the provisions of Executive Orders 11246 and 11374, Connecticut Fair Employment Practice Act, and Chapter 12 ½ of the code of Ordinances of the City of New Haven, incorporated herein by reference. The City reserves the right to incorporate into the contract any additional provisions relating to Equal Employment, including an Affirmative Action Agreement
- 11. **Implied Requirements** All services not specifically mentioned in this RFP that are necessary to provide the functional capabilities described by the vendor shall be included in the Proposal. The City does not reimburse for expenses incurred during the performance of this contract. It is the contractor's responsibility to notify the City of New Haven, Bureau of Purchases within a minimum of 7 days of the opening date of any services or supplies not specifically mentioned in this specification but are necessary to provide the functional capabilities of the contract.
- 12. **Preparation Costs** All costs incurred in the preparation and presentation of this Proposal shall be wholly absorbed by the proposer.

#### 13. Insurance – Please see Insurance Rider Requirements attached

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

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

# Statement of Qualifications-

#### **Statement of Qualifications:**

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

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

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

- 1. Name of Vendor/Contractor
- 2. Permanent main office address
- 3. Contact Information: Phone, Fax, E-mail,
- 4. When organized
- 5. State of Connecticut CONCORD registration number
- 6. Legal form of ownership. If a corporation, where incorporated.
- 7. How many years have you been engaged in services, under your present name?
- 8. Experience in work similar in scope of services and in importance to this solicitation opportunity..
  - Proposals are currently or previously been provided, include for each client:
  - Name of Organization
  - Gross cost of agreement
  - Date services started
  - Services being provided
  - Responsible official, address and telephone number of person available as a reference.
- 9. Have you ever failed to complete any work awarded to you? If so, where and why?
- 10. Have you ever defaulted on a contract? If so, where and why?
- 11. Describe any pending litigation or other factors, which could affect your organization's ability to perform this agreement
- 12. 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
- 13. Name, title, address and telephone number of the individual to whom all inquiries about this Proposal should be addressed.
- 14. Will you upon request, fill out a detailed financial statement and furnish any other information or sign a release that may be required by the City of New Haven?
- 15. Tax Identification number(s)
- 16. As a Vendor are you able to receive electronic payment by P Card? Please explain your answer.
- 17. Addendum acknowledgement Indicate Yes or None. In the event that you indicate "none" and there have been addendum issued, you are still responsible for the addendum content. See section **Interpretation of Addenda for details**

# **Specifications**

### E-Rate Form 470# is #170054024

#### REQUEST FOR PROPOSALS Brief Overview of Project:

This RFP is only for the New Haven Board of Education, there are no services under this RFP being requested for other departments of the City of New Haven.

This contract is for 1 budget year: July  $1_{st}$  2017 through June  $30_{th}$  2018, there is an option to renew at the sole digression of the NHPS at the end of the contract; this option can be exercised once.

This project will address the need for New Haven Public Schools (NHPS) to upgrade network equipment in all data closets for 15 Schools:

- 1. Barnard Environmental Studies Magnet
- 2. Wilbur Cross High School
- 3. John C Daniels School of International Communication
- 4. Benjamin Jepson School
- 5. L W Beecher Museum School of Arts & Science
- 6. Augusta Lewis Troup School
- 7. Columbus Family Academy
- 8. Bishop Woods School
- 9. Cooperative Arts and Humanities High School
- 10. West Rock School
- **11. Worthington Hooker School**
- 12. Roberto Clemente Leadership Academy
- 13. Metropolitan Business Academy
- 14. Domus Academy
- 15. Riverside Academy

# NOTE: Please see attachment for existing network equipment and patch panel port counts in all data closets within the 15 Schools listed above.

#### Development & Implementation of network equipment upgrade for 15 Schools:

- 1. Design an upgrade of network equipment solution for each building that will seamlessly integrate with the existing NHPS data network infrastructure. The design must include the: network hardware (Power over Ethernet switches, routers, etc...), installation and activation.
- 2. The design must include all hardware required to provide seamless connection from Wide Area Network (1GB Fiber Layer 2) to Local Clients (100/1000MB Cat 5e copper patch panel)
- 3. Design must support and account for the following:
  - a. Current 1GB fiber connection with optional future upgrade to 10GB connection without replacement of new equipment.
  - b. UPS battery power protection in each data closet with 15 minute runtime.
  - c. All equipment must be rack-mountable.

- d. Power plug type and quantity requirements for each data closet. NHPS will be responsible for providing correct power plug type and quantity for winning bidder.
- e. Use of existing patch cables will be used, were possible. NHPS will provide patch cables were necessary.
- f. All new equipment must be 100% Cisco compatible equipment, which is the NHPS standard for all network solutions.
- 4. Old equipment being removed will be stored in a central location in each school. NHPS will be responsible for proper disposal of old equipment.
- 5. There will be no vendor walk-throughs of the schools listed above. The attached spreadsheet provides the existing inventory inside each data closet with port counts.
- 6. NHPS does have an estimated 8,000 VOIP phones across all schools. However, this project does not include any VOIP Phones. This is only informational.
- 7. NHPS does have wireless access points mounted in the ceiling at various locations throughout each school. However, this project does not include any wireless access points. This is only informational.
- 8. Vendor must work closely with the NHPS IT Department network engineers during each phase of the project: design, implementation, optimization and formal handover to NHPS. NHPS IT will ultimately be approving each stage of project advancement.
- 9. Vendor must provide a primary certified project manager to supervise and run the project. This Project Manager will be the central point of contact during the execution of the project in regards to all project related communications between the NHPS and the vendor.
- 10. Vendor must fully document the network design and keep documentation up to date throughout each phase of the project.
- 11. Vendor must provide a staff roster that details qualifications for each team member that will be assigned to this project.
- 12. It is expected that the vendor will design solutions while maintaining lowest overall cost and best design fit in mind, designs should fit the expected usage needs of the site they are designed for.
- 13. The vendor will be responsible for insuring that the virtual local area network (VLAN) configuration at each building is functioning per design specifications before official turnover to NHPS IT.
- 14. As part of the post integration support of the system the vendor must provide a solution for on-call telephone support during weekday (mon-fri) hours of 7am though 7pm that will address system problems that may arise during the first 90 days after integration has been completed.
  - a. Only NHPS IT staff will be allowed to address infrastructure issues with the vendor.
  - b. Escalation to on-site support must be an option as part of this service under the warranty at no additional charge (this would insure a secondary trouble ticket with the vendor would not need to be made to achieve escalation and all support call notes are forwarded to on-site support resources).
- 15. One week prior to installation for each school the vendor will submit detailed network diagrams, builds of each switch configuration.
- 16. One week prior to installation for each school the vendor will submit detailed network diagrams, as-builds of router and switch configurations, pre-staging technical documents, and dial plans to NHPS IT.
- 17. All information must be finalized 1 month prior to system handover to NHPS IT.
  - a. This support will be for issues in regards to the use of the network infrastructure hardware/software support.

- b. Staff/Teachers that use the phones and NHPS IT staff that support the infrastructure will use the on-call telephone support service.
- c. Only NHPS IT staff will be allowed to address infrastructure issues with the vendor.
- d. Escalation to on-site support must be an option as part of this service under the warranty at no additional charge (this would insure a secondary trouble ticket with the vendor would not need to be made to achieve escalation and all support call notes are forwarded to on-site support resources).

#### Additional Requirements for Vendor Responses:

- 1. All hardware and software must be priced separately because each could fall under a different ERATE funding priority level. NHPS expects to be an 85% ERATE discount district for funding year 16-17.
- 2. Vendor must submit wage rate information for their employees and subcontractors engaged in work to execute their solution proposal.
- 3. Vendor must designate which services are ERATE eligible and which are not in their response and provide separate pricing for each.
- 4. Vendors must have an ERATE SPIN number with the Schools and Libraries Division (SLD) of the FCC.
- 5. Vendor must not require the NHPS to Indemnify, asking for such an agreement is grounds for disqualification.
- 6. Vendors must provide their standard sample agreement template to the NHPS for review.
- 7. Unless they can provide their response in PDF format vendors are expected to provide 1 original and 5 copies of their RFP response to the City of New Haven Purchasing department. The copies should be unbound. If possible the RFP response should be made in PDF format and e-mailed to the purchasing department.
- 8. Provide separate line item values for the following:
  - a. Design (Engineering Services)
  - b. Procurement of Equipment
  - c. Labor: Separate Project Management from Installation
  - d. Warranty

#### Attachments:

\_ Note on "NHPS Existing Network Equipment Phase 16-17" attachment: Please use this attachment's information on each building as a base for your RFP response design. During the project's design phase the winning vendor's design will be modified to fit final building design and requirements. The base design submitted should fit the parameters provided in this RFP and associated attachments.

Vendors must use the following table format to identify total ERATE and NON-ERATE costs. The district will apply its ERATE discount to determine the portion of ERATE costs it would be responsible for. This table's purpose is to clearly separate ERATE eligible and NON-ERATE component cost totals.

Building	ERATE Eligible Costs	NON-ERATE Eligible Costs	Grand Total Cost

### **RFP** Review Criteria & scoring method:

**1. (30) Price:** Overall total cost of submitted solution (this includes all sections of the specifications and all associated costs. Installation, circuit extensions, and required new equipment are associated costs). Overall cost is determined as a total for the entire life of the contract.

Scoring Process: RFP responses will receive points as follows -

a. 20-30 Points = Lowest overall cost

b. 10-19 Points = Middle range for cost

c. 0-9 Points = Highest overall cost

**2. (20) Quality of Service:** Based on both Connecticut Customer References and NHPS experience. **Scoring Process:** Committee will be looking for overall: support request response time (for any warranty period), design quality, meeting project timeline/milestones, customer service, and consistency of all of these items over time. –

a. 15 – 20 Points = Exceptional

b. 5 - 14 Points = Acceptable

c. 0 - 4 Points = Unacceptable

**3. (15) Personnel Qualifications:** Technical Certifications of Vendor staff that will be Involved with this project (certifications for Project Management, Fiber network cable & CISCO or equivalent Equipment).

Scoring Process: RFP responses will receive points as follows -

a. 10 - 15 Points = 2 or more CCIE or equivalent certified engineers assigned to project, 2 or more CCNA or equivalent certified engineers assigned to project, Project Manager assigned to project has a project management certification, and fiber cabling staff is certified to work with optical fiber cable.

b. 6 - 9 Points = 1 or more CCIE or equivalent certified engineers assigned to project, 1 or more CCNA or equivalent certified engineers assigned to project, Project Manager assigned to project has a project management certification, and fiber cabling staff is certified to work with optical fiber cable.

c. 3-5 Points = 1 or more CCIE or equivalent certified engineers assigned to project, 1 or more CCNA or equivalent certified engineers assigned to project, and fiber cabling staff is certified to work with optical fiber cable.

d. 0 - 2 Points = 1 or more CCNA or equivalent certified engineers assigned to project, and fiber cabling staff is certified to work with optical fiber cable.

**4. (15) Prior Experience:** Amount of total experience in years that the vendor has in implementing Network Infrastructure Hardware solutions for school districts at least the size of New Haven Public Schools or greater.

Scoring Process: RFP responses will receive points as follows -

a. 15 Points = 7 or more years experience providing network solutions for school districts of 10,000 or more students.

b. 10 - 14 Points = 5 or more years experience providing network solutions for school districts of 7,000 or more students.

c. 5 - 9 Points = 3 or more years experience providing network solutions for school districts of 4000 or more students.

d. 0 - 4 Points = 1 or more years of experience providing network solutions for school districts of 4000 or more students.

**5. (10) Proximity:** Physical location of vendor offices and distance from NHPS Offices at 54 Meadow Street, New Haven, CT 06519.

Scoring Process: RFP responses will receive points as follows -

a. 7 - 10 Points = Less then 24 miles, full points for vendors located in New Haven

b. 4 - 6 Points = 25 or more miles

c. 0 - 3 Points = 50 or more miles

**6. (10) Responsiveness to RFP:** How well the vendor responded to and in their response met the requirements of the RFP and the scope of the project outlined in the RFP. **Scoring Process:** RFP responses will receive points as follows –

a. 7 - 10 Points = Fully Responsive

b. 4 - 6 Points = Responsive

c. 1 – 3 Points = Less Responsive

### **Submission Options:**

### **Electronic Submission**

When submitting your Electronic Bid you are required to

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

### **Hardcopy Submission**

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

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

# THE CITY OF NEW HAVEN

BUREAU OF PURCHASES 200 Orange Street

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



#### **DISCLOSURE & CERTIFICATION AFFIDAVIT**

CONTRACTOR/VENDOR NAME	
CONTRACTOR/VENDOR ADDRESS	
TELEPHONE /FAX	
CONTACT/E-MAIL ADDRESS	
AGREEMENT FOR:	
SOLICITATION TITLE & NUMBER,	
IF APPLICABLE	

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

(a) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(b) "Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(c) "City" means any official agency, board, authority, department office, or other subdivision of the City of New Haven.

(d) "Affiliate Entity" means any entity listed in sections 9 or 10 below or any entity under common management with the Contractor.

State of	County of		Ss.		
-			 	_	-

(type or print your name above)

being first duly sworn, hereby deposes and says that:

1.	I am over the age of 18 and understand the relying on my representations herein.	eobligations of making statements ur	nder oath; I understand that the City of New Haven is
2.	I am the corporate secretary or majority owne OR I am an individual and my name is	r (including sole proprietorship) of	
	(Insert Company Name above	OR,	if an individual, type your name above)
3.	related thereto.		ement (the "Agreement") and of all pertinent circumstances
4.	relevant tax obligations to this Affidavit): As required by Conn. Gen. Stat. §12-41 Contractor) has filed a list of taxable personal The Contractor (including any owner, pa with the City of New Haven for the most recer lease or other agreement. The Contractor or an owner, partner, off the City of New Haven or ii) owes back taxes	, the Contractor (and each owner, partner I property with the City of New Haven for artner, officer or authorized signatory the nt grand list and does not owe any back to ficer, representative, agent or Affiliate En and has executed an agreement with the	v are accurate, attach an explanation of the status of the er, officer, authorized signatory or Affiliate Entity of the the most recent grand list and all taxes are current. reof) is not required to file a list of taxable personal property taxes to the City of New Haven, either directly or through a ntity of the Contractor either i) has a PILOT agreement with e City of New Haven to pay said back taxes in installment d the payments under said agreement are not in default.
5.	Other than as may be described in section 4 a Entity) does not have any outstanding moneta		ner, partner, officer, other authorized signatory or Affiliate
6.	Please select the applicable representation al	bout the Contractor's business registration	

\_\_\_\_\_ Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship but is registered to do business in the State of Connecticut. The Contractor's Connecticut Secretary of the State Registration number is \_\_\_\_\_\_.

Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship and is not registered to do business in the State of Connecticut. The Contractor is registered in the State of \_\_\_\_\_\_ and the State business registration number is \_\_\_\_\_\_. Contractor has confirmed with the Connecticut Secretary of the State that the services it will provide pursuant to the Agreement do not constitute doing business in the State of Connecticut registrations, certificates or approvals relevant to the Agreement (if not applicable, state not applicable):

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

Name	City Affiliation Role & Time Frame	Contractor Affiliation Role & Time Frame	DOB
1			
2			

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

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

9. THE CONTRACTOR POSSESSES AN OWNERSHIP INTEREST IN THE FOLLOWING BUSINESS ORGANIZATIONS, IF NONE, STATE NONE. USE ADDITIONAL SHEET IF NECESSARY (<u>MUST BE ON COMPANY LETTERHEAD AND NOTARIZED</u>):

	Organization Name	Address	Type of Ownership
2	2		

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

	Name	Title	% of Ownership	DOB
1				
2				

11. IF THE CONTRACTOR CONDUCTS BUSINESS UNDER A TRADE NAME, THE FOLLOWING ADDITIONAL INFORMATION IS REQUIRED: THE PLACE WHERE SUCH ENTITY IS INCORPORATED OR IS REGISTERED TO CONDUCT SUCH BUSINESS; AND THE ADDRESS OF ITS PRINCIPAL PLACE OF BUSINESS, IF NONE, STATE NONE. USE ADDITIONAL SHEET IF NECESSARY (<u>MUST BE ON COMPANY LETTERHEAD AND NOTARIZED</u>):

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

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

(Signed)		
	Title:	

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

.

(Title)

My commission expires \_

10.

### THIS FORM MUST BE NOTARIZED

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

## THE CITY OF NEW HAVEN

#### **BUREAU OF PURCHASES**

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

Toni N. Harp Mayor



Michael V. Fumiatti Purchasing Agent

) \$5.

#### **NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/PROPOSER**

State of\_\_\_\_

\_\_\_\_, being first duly sworn, deposes and says that:

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

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.

(Title) \_\_\_\_\_

\_\_\_\_) County of (

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;

1. 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)

(Signature)

By: \_\_\_\_\_

(Signature)

(Title)

#### **VENDOR "BAN THE BOX" ORDINANCE COMPLIANCE AGREEMENT**

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

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

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

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

### City of New Haven Current Workforce Certificate Equal Opportunities

Bidder/Proposer :													
Address													
City, State													
Zip Code													
						R	acial	Grou	<b>p</b>				
			MAL	E				F	EMAL	E			
	W	AA	HA	Н	0		W	AA	HA	Н	0		TOTAL
JOB CATEGORIES													
Officials & Managers													
Professionals													
Technicians													
Sales Force													
Office & Clerical													
Craftsmen (skilled)													
Operatives (semi-skilled)													
Laborers (unskilled)													
Service Workers													
Total													
Are you a disadvantaged busi	ness e	nterpri	se?				Yes				No	Γ	
Are you a women's business enterprise ?					Yes				No				
Does your company have an a	affirma	ative a	ction p	olan ?			Yes				No		
W - White (Ca	ucasia	n)						AA - /	Africa	1 Ame	erican		

HA - Hispanic American

O - Other

H - Handicapped

# **RIDER A** - Agreement for Professional and/or Technical Services, Commodities and Construction under \$100,000 (non-Architect)

### INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the City of New Haven, and its officers, agents, servants and employees, from and against any and all actions, lawsuits, claims, damages, losses, judgements, liens, costs, expenses and reasonable counsel and consultant fees sustained by any person or entity ("Claims"), to the extent such Claims are caused by the acts, errors or omissions of the Contractor, including its employees, agents or subcontractors, directly or indirectly arising out of, or in any way in connection with, the obligations of the Contractor pursuant to this Agreement.

### INSURANCE

A. Contractor shall purchase from and maintain in a company or companies with an A- or greater A.M. Best & Co. rating, acceptable to City and lawfully authorized to do business in Connecticut, such insurance, including Commercial General, Automobile, Workers' Compensation, and such other forms of liability insurance as will protect the City and Contractor from claims which may arise out of or result from Contractor's operations under this Agreement and for which Contractor may be legally liable, whether such operations be by the Contractor, a subcontractor or a sub-tier contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

B. The following Commercial General Liability coverage is particularly required:

(1) Commercial General Liability with a combined Bodily Injury and Property Damage Limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the General Aggregate.

(2) Products/Completed Operations Limit of not less than Two Million Dollars (\$2,000,000) per occurrence, with coverage maintained for two (2) years after final acceptance of the project.
(2) Personal & Advertising Lightlity Limit of not less than One Million Dollars (\$1,000,000)

(3) Personal & Advertising Liability Limit of not less than One Million Dollars (\$1,000,000)

(4) Fire Damage Legal Liability Limit of no less than One Hundred Thousand Dollars (\$100,000)

(5) Medical Payments Liability Limit of not less than Ten Thousand Dollars (\$10,000)

C. The Contractor shall carry Business Automobile Liability insurance covering the use of all owned, non-owned and/or hired vehicles with a combined Bodily Injury and Property Damage Limit not less than the following:

1. Bodily Injury	One Million Dollars (\$1,000,000) Each Person
	One Million Dollars (\$1,000,000) Each Accident

2. Property Damage One Million Dollars (\$1,000,000) Each Accident

D. The Contractors must carry Workers' Compensation insurance as follows:

<u>Coverage A</u> – Statutory Benefits Liability imposed by the Workers' Compensation and/or Occupational disease statute of the State of Connecticut and any other governmental authority having jurisdiction for the work performed at the project.

<u>Coverage B</u> – Employer's Liability – Limits of not less than One Hundred Thousand Dollars (\$100,000) per accident; One Hundred Thousand Dollars (\$100,000) bodily injury per disease/employee; Five Hundred Thousand Dollars (\$500,000) policy by disease.

Extensions of Coverage Other States Endorsement Voluntary Compensation (included if exposure exists) United States Longshoreman's & Harbor Worker's Act (included if exposure exists) Jones Act (included if exposure exists) Amendment of the Notice of Occurrence Thirty (30) day written notice of cancellation, non-renewal

E. The Contractor shall 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/One Million Dollars and No Cents (\$1,000,000) aggregate.

F. The insurance required herein shall be written for not less than limits of liability specified herein or as required by law, whichever coverage is greater. Insurance coverage written on an occurrence basis shall be maintained without interruption from date of commencement of the work until date of final payment or, as required by the contract documents, termination of any coverage required to be maintained after final payment and, with respect to the Contractor's Completed Operations coverage, until the expiration of the period for correction of the work and for such other period for maintenance of Completed Operations coverage as specified in the contract documents. If liability coverage is written on a claims-made basis, "tail" or "extended reporting period" coverage will be required at the completion of the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims-made" liability coverage for twenty four (24) months following the project 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 Agreement. If continuous claims-made coverage is used, Contractor shall be required to keep the coverage in effect for the duration of not less than twenty four (24) months from the date of final completion of the project.

G. Coverage for Contractors must include the following endorsements: 1) Blanket Contractual Liability for liability assumed under this Agreement and all other agreements relative to the project; 2) Severability of Interests; and 3)

Coverage is to be endorsed to reflect the insurance provided is to be primary for the City, and all other indemnities named in this Contract.

H. For all policies required hereunder the Contractor, Subcontractors and Sub-tier Contractors each (i) except for professional liability and/or errors and omissions coverage, hereby waive subrogation against the City, City's Agent and any and all other indemnitees pursuant to the contract documents and (ii) shall name the City of New Haven as Certificate Holder and, except for Worker's Compensation and professional liability and/or errors and omissions policies, an Additional Insured. Further, each such policy shall provide that the insurance company will endeavor to give a minimum of thirty (30) days written notice to the City prior to any modification or cancellation (except for reason of non-payment of premium which shall be ten (10) days' notice) of any such insurance coverage and such notice shall be directed to the City of New Haven in accordance with the notice provisions of the Agreement. The Contractor shall furnish the City with the insurance policy (ies) and corresponding Certificate(s) of Insurance evidencing that it has complied with the obligations in this Rider, including, but not limited to, requirements for (1) waiver of subrogation, (2) additional insured (with the exception of Workers' Compensation coverage), (3) notice of cancellation; and, (4) Certificate Holder information. Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the work and thereafter upon renewal or replacement of each required policy of insurance. If any of the insurance

coverage required herein is to remain in force after final payment, an additional Certificate evidencing continuation of such coverage shall be submitted.

I. Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

J. Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

<u>ACORD</u> INSURANCE			
PRODUCER INSURANCE BROKER/AGENT	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFO ONLY AND CONFERS NO RIGHTS UPON THE CERTIF HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXT ALTER THE COVERAGE AFFORDED BY THE POLICIES INSURERS AFFORDING COVERAGE	TICATE TEND OR	
INSURED CONTRACTOR COMPANY	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURFR F.		

#### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS R	TYPE OF INSURANCE	AD	5U	POLICY	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMIT	5
	GENERAL LIABILITY	N	20	NUMPED	VALID DATE	VALID DATE	EACH OCCURRENCE	\$1,000,000
A	I COMMERCIAL GENERAL		x				FIRE DAMAGE	\$100,000
	□ CLAIMS MADE 🛛 OCCUR						MED EXP (Any	\$10,000
		x					PERSONAL & ADV	\$1,000,000
	□						GENERAL	\$2,000,000
	GENERAL AGGREGATE LIMIT APPLIES PER:						PRODUCTS- COMP/OP AGG	\$2,000,000
	D POLICY PROJECT D LOC							
	AUTOMOBILE LIABILITY				VALID DATE	VALID DATE	COMBINED SINGLE	S
	□ any auto		x				(Ea accident)	
	ALL OWNED AUTOS				$\langle \circ \rangle$		BODILY INJURY	\$1,000,000
в	□ SCHEDULED AUTOS	x					(Per person)	
D	HIRED AUTOS	21	21				BODILY INJURY	\$1,000,000
	NON-OWNED AUTOS						(Per accident)	
	□						PROPERTY DAMAGE	\$1,000,000
							(Per accident)	
	EXCESS LIABILITY						EACH OCCURRENCE	
	□ OCCUR □ CLAIMS						AGGREGATE	\$
					マーン			\$
	DEDUCTIBLE			$\sim$				\$
	RETENTION \$							\$
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				VALID DATE	VALID DATE	WC OTH- STATU ER	
	THE PROPRIETOR/PARTNERS/	NA	x		)		E.L. EACH	\$100,000
	EXECUTIVE OFFICERS ARE:	NA	X				E.L. DISEASE-EA	\$100,000
	DINCL DEXCL						E.L. DISEASE - POLICY LIMIT	\$500,000
	OTHER	NA			VALID DATE	VALID DATE	POLICY LIMIT PER CLAIM	\$1,000,000
	PROFESSIONAL LIABILITY						-	
	ERRORS & OMISSIONS						GENERAL	\$1,000,000
							AGGREGATE	
	CRIPTION OF OPERATIONS/							
	City of New Haven shall be named as additional insured with respect to general liability and auto liability coverages per policy terms and conditions as their interests may appear. Waiver of Subrogation is included in favor for of the City of New Haven on General Liability, Auto Liability, and Worker's							
	Compensation policies.							

CERTIFICATE HOLDER	CANCELLATION
City of New Haven	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED
200 Orange Street	BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL $30$ DAYS WRITTEN NOTICE TO THE
New Haven, CT 06519	CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OF REPRESENTATIONS

AUTHORIZED REPRESENTATIVE