

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:

Investment Advisory Services – OPEB - RFP# 2019-12-1254

Proposals must be submitted in the form and manner specified in the request. Forms and specifications may be obtained from the Bureau of Purchases, website: www.cityofnewhaven.com/purchasingbureau.

Hardcopy submission: One (1) Original, and one CD or Thumb Drive containing the complete proposal.

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

**RFP's will be accepted until 11:00 AM EST on Tuesday, January 29, 2019
at which time all responses will be publicly opened and read aloud.**

Submitted by:

Company Name

Street Address

City, State & Zip Code

Contact

Email

() _____

Telephone #

() _____

Fax #

REQUEST FOR PROPOSALS

INSTRUCTIONS TO RESPONDENTS

RFP Documents – The RFP documents include the following:

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

What to Submit

Please submit your forms in the order prescribed below

1. Coversheet of this document
 2. Statement of Qualifications and Separate Price Sheet if Requested
 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
 9. PPP – Priority Payment Program application
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1. **BE ADVISED:** If, as of the date for submission of this Request for Proposals (RFP), you/your firm owes taxes to the City of New Haven, you/your firm will automatically be disqualified and your submission will be rejected.
 2. **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 herein after referred to as the “Bureau”, 200 Orange Street, New Haven, CT 06510 by the time and date shown on “Cover”. A “clearly marked” Original and separate pricing envelope (if applicable), if submitting a hardcopy. The City of New Haven can accept, as sole documentation, on-line submission for solicitations. If you respond on-line, you must respond through your account and also provide your response in the manner described on the web site, in creating on-line submissions.
 3. **Rejected Solicitations-** A respondent, whose submission to a solicitation has been rejected by the Bureau of Purchases will receive a fax or email communication informing them that such action has occurred. The respondent’s submitted solicitation documents will not be returned to their origin. Concerning rejected solicitations, the bond will be return to its origin.
 4. **Submission Due Date:** 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
 5. **Interpretation of Addenda** – Requests for interpretation of the RFP documents shall be made in writing. Such interpretations will be in the form of an addendum to the RFP documents and will be on file in the Office of the Purchasing Agent at least seven business (7) days before the day of the RFP opening. In addition, the addendum will be posted on the City of New Haven web-site not less than (5) calendar days

prior to the opening date unless the request is to extend the opening date which can happen any time before the opening.

6. **RFP Withdrawal** – RFPs may be withdrawn by written request prior to RFP opening or after 90 days subsequent to RFP opening if no award has been made.
7. The City of New Haven cannot guarantee that equipment involved in this technology will be available to provide information or receive transmittals. It is Respondent's 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.
8. Downloading Commodity/Service Bids, RFP/RFPs, Quotes or Construction Bid Documents does not obligate the Bureau to send you future notification of addendum updates. You will need to check the website periodically, however the Bureau will endeavor not to issue addendums later than 5 business days prior to the solicitation due Date. The only exception would be in the event of an extension, which can occur at any time prior to the opening date. Our website www.cityofnewhaven.com/purchasingbureau
9. **Questions, Inquiries, and/or requests for clarifications regarding this RFP should be directed to:
Procurement Specialist**
200 Orange Street Room 301
New Haven, CT 06510
Tel: (203) 946-8201
Fax: (203) 946-8206
E-mail purchasing@newhavenct.net
All questions must be received 7 business days prior to the opening date. Questions received after the deadline may not be answered.
10. **Assignment of Contract** – The contractor may assign all or part of the contract to only 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** – All services [not specifically mentioned in this RFP] that are necessary to provide the functional capabilities described by the vendor shall be included in your response. 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 which are necessary to provide the functional capabilities of the contract.
13. **Preparation Costs** - All costs incurred in the preparation and presentation of this Proposal shall be wholly absorbed by the proposer.
14. **Insurance** –see Attached Rider
15. **Availability of Funds** – All solicitations are advertised 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.

16. **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 and the City may award the contract to the next lowest Respondent or re-advertise for RFPs.
17. **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 Respondent 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.
18. **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.
19. **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 1 additional one-year period at the same terms and conditions at the sole discretion of the City of New Haven.
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 “contractor or vendor” refers to the Respondent.
21. **Respondent 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 execution.

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 respondent may submit any additional information he/she desires.

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

INVESTMENT ADVISORY SERVICES - OPEB

I. INTRODUCTION

The City of New Haven “City” is responsible for the proper operation Other Postemployment Benefits (OPEB) Trust. Currently the City manages the OPEB Trust and may in the future form a Board as the funds continue grow and diversify the assets. The OPEB Trust currently has approximately \$3 million in OPEB assets and is expected to grow over \$11 million over the next 5 years because of the recent union contract changes and City’s contribution into the trust. Currently the OPEB trust is not managed with any investments advisor.

The City in the Spring 2019 will have established performance objectives for the OPEB trust. In its efforts to meet or exceed these objectives, the City is seeking the advice and recommendations of an investment advisor in the design, development and implementation of its investment program. The City expects the process for evaluating and selecting an advisor will be completed by April 2019, with commencement of advisory duties by July 1, 2019. The City and its financial advisors will review responses and select a candidate.

The selected advisor will report to the City Controller, Management/Budget Director and Pension/Payroll Director until such time the City forms a Board to manage the OPEB Trust. In carrying out its responsibilities, the advisor will work closely with the city officials.

The primary responsibilities of the advisor selected through this RFP process shall include, but are not limited to the matters of investment objectives and asset allocation, management structure (active vs. passive, investment style mixes), performance measurement and evaluation of other needs.

II. PURPOSE

The City utilizes qualified advisors to provide independent, objective and creative input in the process of fulfilling its fiduciary responsibilities. The advisor employed by the City will be expected to deliver analysis, advice and recommendations with respect to:

- Investment policies and investment management structure, including asset allocation, allocation optimization and asset/liability modeling;
- General investment, research, public market and regulatory analysis;
- Initial and ongoing evaluation, due diligence, selection and monitoring of investment managers and/or funds;
- Portfolio performance evaluation, including monthly reviews and outlook reports;
- Quarterly in-person meetings (and, as needed) with the City;
- On-site consultation and assistance;
- Co-fiduciary responsibility with the City for investment related processes; • Special requests

Detailed requirements are set forth in Part V of this RFP.

III. MINIMUM ELIGIBILITY CRITERIA

The minimum criteria to be eligible to submit on this RFP are as followed:

- The investment advisory firm must have been in business for a minimum of five years. Allowance to this will be given to advisory teams that have been intact at another firm for a minimum of five years.
- The primary individual(s) (team) assigned to the City of New Haven OPEB Trust as lead advisor(s) must have a minimum of ten years' professional experience in the investment advisory field.
- The lead advisors (team) must be providing investment advisory services to at least four OPEB Trust funds plans presently, at least one of which is in excess of \$25 million dollars in assets.
- The firm must be able to maintain a real time electronic data processing interface with the plans' custodian. **This real time account access must be assessable by the City.** The firm must document that it has data redundancy and catastrophic data recovery programs currently in place.

IV. SCOPE OF ADVISORY SERVICES

The City will establish investment performance objectives by Spring 2019. In its efforts to meet or exceed these objectives, the City has sought and will continue to seek the investment advisor's advice and recommendations for its investment program. The City expects the selected advisor to provide independent, objective, creative and proactive input to its decision-making process. The advisor may be required to perform any or all the following tasks:

A. Investment Policies and Asset Allocation Structure

1. Conduct an annual comprehensive review and analysis of the Plans' investment policies and recommend changes, if appropriate. The review should address investment objectives, asset allocation and management structure.
2. Assist in reviewing and updating a comprehensive written Investment Policy Statement for the Plans and investment guidelines.
3. Assist in developing an appropriate investment management structure for the Plans and each asset class, which considers the role of active versus passive management, available management styles and the advisability of altering management structures under differing market conditions.
4. Provide assistance in analyzing the investment characteristics of available asset classes and the risk/return potentials of alternative asset mixes.
5. Coordinate with the Plans' actuary to incorporate asset/liability needs of the Plans, actuarial assumed rate of return and capital market assumptions.
6. Advise in the development of guidelines and procedures for rebalancing the asset mix.

7. Provide the Plans with information about new developments in investment management techniques and portfolio management theory. Analyze how new techniques might improve the Board's investment program and whether they should be, or should not be, implemented.

B. Investment Manager & Fund Selection

1. Conduct manager and fund searches. Assist in establishing appropriate qualitative and quantitative selection criteria for reviewing potential candidates. Assist in screening prospective managers and funds and recommending finalists, which meet stated requirements.
2. Analyze the Plans' needs for particular managers within each asset class.
3. Provide ongoing monitoring, due diligence and recommendations of managers and funds.

C. Performance Evaluation

1. Facilitate the selection of appropriate performance benchmarks for each asset class and each manager and fund.
2. Assist in developing composite indices for the Plans to measure total fund performance related to an established target asset mix. Analyze actual performance relative to the composite indices on an ongoing basis.
3. Provide timely monthly performance analysis of the Plans' assets to assist in determining whether or not investment policies are being followed and whether investment goals are being achieved.
4. Provide performance attribution for each manager and fund and analyze individual and aggregate risk positions of the managers/funds on a periodic basis.
5. Evaluate manager and fund performance and consistency relative to investment guidelines and established benchmarks. Conduct ongoing discussions with managers/funds on investment performance and organizational issues (such as changes in ownership, staff, new products, etc.). Advise on manager and fund retention/termination, and assist in developing formal manager and fund review process. Help evaluate any underperformance of managers/funds. Conduct annual organizational and performance audits of each manager and fund. Periodically analyze risk positions of each money manager and fund.
6. Assist the Board with negotiating appropriate management fees and with monitoring and evaluating transaction costs and efficiency. Evaluate and recommend appropriate earnings enhancement strategies (e.g., cash management and revenue recapture).

D. On-site Consultation and Assistance

1. Attend quarterly (and, as needed) Board meetings to review performance, assess the investment program and make recommendations.
2. Meet with the City as necessary to assure timely completion of tasks set forth above

E. Special Requests

1. Prepare analysis of specific issues designated by the City. These may include topics such as socially responsible investments, shareholder-voting rights, tobacco-related investments or custodial relationships.

A. Cover Letter

Interested consultants/firms shall submit a one page cover letter addressed to William R. Hathaway, Purchasing Agent, signed by an authorized principal or agent of the firm. The letter shall provide an overview of the proposal as well as the name, title, telephone and fax numbers and the e-mail address to whom questions regarding the firm's response to this RFP may be addressed.

B. Organization

1. Name of firm.
2. Name, address, and telephone number(s) of key contact.
3. Ownership structure of firm.
4. Team structure and brief biographies of individuals to be assigned.
5. Business focus/client base.
 - a. What is the primary business focus of your firm? Is your firm affiliated with any organization(s), specifically a brokerage firm? If yes, please describe the relationship in full.
 - b. What is your team's targeted market in terms of plan size?
 - c. How many pension consulting clients does your team currently have? What is the average plan size of your team's clientele?
 - d. What is the client turnover (gains and losses) of your team over the last three years?
 - e. How many full-time staff is employed by your team and firm?
 - f. When did your organization begin providing investment advisory services?
 - g. Is providing investment advisory services currently one of your organization's principal lines of business?
 - h. What percentage of your organization's revenues in the last fiscal year was attributable to the investment advisory practice?
6. Is your organization registered with the Securities Exchange Commission (SEC) as an investment advisor under the Investment Advisors Act of 1940?

7. Please provide a copy of your organization's Form ADV Part II A&B.

c. Potential Conflicts of Interest

1. Does your organization provide trust, investment management or securities brokerage services (including commission recapture)? If so, please identify and explain all such services provided:
 - a. What percentage of your 2017 revenue was attributable to such trust, investment management or securities brokerage services?
 - b. Does your organization provide any other services or engage in any other lines of business aside from investment advisory, trust, investment management, or securities brokerage services? If so, please describe such services in detail, noting the percentage of your firm's 2017 revenue that was attributable to such services.
2. If any part of your organization provides brokerage services, soft-dollar services, directed brokerage, discount brokerage or commission recapture programs (collectively, "brokerage related services"):
 - a. What percentage of your organization's 2017 revenue was received in soft dollars?
 - b. What percentage of your organization's 2017 revenue was attributable to (or compensation for) brokerage-related services?
3. Does your organization offer or sell services or products to investment managers? If so, identify these in detail and name every manager who purchased any such services or products (with hard or soft dollars) over the last two fiscal years.
4. Please confirm that your organization and/or team will not accept any commissions or other remuneration from any service providers in exchange for placing business with that organization.
5. Does your organization and/or team solicit or accept fees for placing or helping to place money managers? If so, please explain.
6. Does your organization charge to include any investment managers in your database or in any search? If so, please explain.
7. Does your organization and/or team have any clients or associations that could present a conflict of interest and possibly compromise the objectivity of its advice to the City of New Haven? If so, please explain.
8. Does your organization and/or team receive any products or services from any investment managers? If so, identify each service and the amount of compensation paid, if any.
9. Do any of the members of the organization and/or team sit on the Board of any of the investment managers used in pension plans under advisement? If so, is there any financial remuneration?

D. Legal Fiduciary Status, Investment Advisory Status and Litigation

1. Does your organization consider itself to be a fiduciary in its role as investment advisor? Will your organization contractually agree to accept fiduciary responsibility with respect to its investment advisory services?
2. Does your organization serve as an independent fiduciary to any client subject to court supervision or a U.S. Department of Labor judgment or decree? If so, please identify them.
3. Has your organization, or a principal, employee, or agent of your organization, ever been investigated or charged by the SEC, the U.S. Departments of Justice or Labor, the Internal Revenue Service, or any other federal, state or local regulatory agency for any purported or actual violation of applicable law? If yes, please explain and provide date(s) of the violation(s).
4. Over the past five years, has your organization or any principal, employee or agent been named or threatened to be named as a party in any private or governmental litigation, arbitration or other dispute resolution proceedings; been a target in any governmental or professional investigation; or settled any actual or threatened claim? If so, please provide details including a copy of all relevant complaints and communications, a list of all parties, and the results or status of such proceedings(s), investigation(s) or settlement(s).

E. Insurance

1. Does your organization carry a fidelity bond and/or fiduciary liability, professional liability or any other insurance that would be beneficial to the Plans? If so, please describe the insurer, the type of insurance coverage, the beneficiary of such coverage, the limits of such coverage and the deductible amount under such coverage. Please also attach a copy of each such policy or an applicable certificate of insurance.
2. Is your organization currently aware of any claims that have been made, are being made or may be made with respect to such policies? If so, please describe.
3. Has your organization ever assisted a client in reducing its fiduciary liability insurance premiums? If so, please explain how, and to what extent your organization has done this (and provide references), and whether and how your organization would assist the Plans in reducing its premiums.

F. Staffing and Facilities

1. How is your organization and/or team structured to service your accounts?
2. How many of your immediate staff are investment consultants?
3. What is the average number of accounts handled per team member?

4. Describe the qualifications and expertise of your organization and team’s professional staff (both local and national), including their years of service and experience in the public pension sector.
5. Please list the name and location of the primary individuals who will be responsible for the City of New Haven OPEB Trust, and provide detailed biographies of such persons, including their tenure with your organization. How many Plans similar to New Haven do these primary individuals service?
6. How many prime consultants have left your organization/team during the past two years? Include their reasons for leaving. Please describe the measures your immediate organization takes to assure continuity of service when a team member leaves your organization.
7. Please provide a full disclosure of whether any of your organization/team’s professional staff has ever been suspended or disbarred from performing investment advisory services or other professional services, has been subject to any disciplinary actions, or has committed any criminal offenses evidencing fraud, dishonesty or breach of trust.
8. Please describe the location(s) and capabilities of your organization’s computer/data processing staff. Is the entire staff in-house? Does your organization outsource any of these services? Please describe the security of these resources.

G. Clients

1. Please provide a representative list of your organization/team’s investment advisory clients of similar size.
2. Please list your immediate organization/team’s government public Pension system clients and the portfolio size for each.
3. Please complete the following table for your team:

Size of Plan Assets	# of Plans	Total Pension Assets
UNDER \$75M		
\$75M TO \$150M		
\$150M TO \$250M		
OVER \$250M		
TOTAL		

4. Please list the number of clients that have terminated your organization/team’s services during the past three years, including their reasons for termination.
5. For reference purposes, provide the name, address, telephone number and contact person for four current clients (three must be government public

Pension system clients) for whom your immediate organization provides comprehensive investment advisory services.

H. Services

1. General

Please indicate which of the services listed below your organization/team intends to provide to the Plans (Please indicate yes or no):

- a. attend in-person quarterly meetings (at a minimum);
- b. advise the Board during these meetings on the investment impact of plan amendments that may be considered;
- c. provide oversight of all investment aspects of the Board's operations;
- d. review and develop an investment policy statement and provide an analysis on the reasonableness of investment assumptions;
- e. advise the Board on the prudence and relative financial impact of various investments;
- f. review, develop and periodically rebalance asset allocation;
- g. recommend hiring, retention and termination of investment managers, mutual funds and other investment products;
- h. prepare and present monthly performance evaluations, including a review and report of all investment transactions by all investment managers in a five year investment performance history of the Plans (if source date is available);
- i. review and comment upon investment management agreements prepared by the Plans' counsel;
- j. develop and monitor adherence to individualized investment guidelines, risk controls, proxy voting and adherence to proxy voting policies;
- k. monitor custody bank and assist in retention and replacement, as appropriate;
- l. supervise, monitor and verify transfer of assets in the event of change of investment manager;
- m. provide assistance required by audits or examinations conducted by governmental agencies;
- n. assist in reducing fiduciary liability insurance premiums and address special investment and other issues as they arise.

2. Investment Policy Development & Portfolio Design

- a. Describe briefly the processes and tools your team uses to help clients develop investment policies and objectives.
- b. How does your team identify and understand the Plans' financial and investment objectives?

- c. In addition, comment on your team's process for recommending modifications to investment guidelines.
- d. Describe your team's philosophy and approach to using alternative investments, including:
 - 1) How you differentiate between traditional and alternative investments.
 - 2) Explain why you would use alternatives, i.e., risk reduction, alpha, non-correlated assets, etc.? Why would you not use them?
 - 3) Alternative investments you currently utilize.
 - 4) Typical percentage of alternative investments, including hedge funds.
 - 5) Delivery structure(s) in use (i.e., mutual funds, ETFs, separate accounts, limited partnerships, private placements, MLPs, etc.)
- e. Describe your philosophy and approach to using factor weighted (Smart Beta) funds?
- f. Describe your team's philosophy and approach to development of asset allocation strategies, including:
 - 1) Methodology and approach used for asset allocation modeling, including linkage to asset/liability modeling and funding.
 - 2) Application of major variables (i.e., risk tolerance, return, correlation, skewness, kurtosis, etc.).
 - 3) How frequently, and under what circumstances, do you believe asset allocation should be changed?
 - 4) Does your team employ a tactical allocation strategy? If yes, describe the parameters and the decision making process.
 - 5) Does your team use alternative asset allocation methodology beyond Markowitz? Please explain.
 - 6) Does your team utilize liability driven methodology? Please explain.

3. Manager Selection

- a. Briefly describe the process and methodology of choosing an investment manager and fund from initial screening through the development of your recommendation.
- b. Indicate the source of information for investment manager candidates, partnerships, funds, ETFs, etc.
- c. Does your organization and/or team conduct on-site due diligence meetings? Please explain. How often do you visit with managers or representatives of the funds used in your portfolios?

- d. Does your team classify equity managers and funds by style? If yes, please indicate the style categories your organization uses and what process it uses to determine the manager's/fund's style?
- e. How does your team verify the validity of limited partnership and separate account managers' performance records?
- f. What is your position relative to active and passive investing?
- g. Do you use multiple funds or managers for larger sleeves such as Large Growth, Core or Value?
- h. For portfolios of a similar size as the City of New Haven OPEB Trust, what types of investment vehicles (as shown below) would you use, and what percentage. Differentiate between traditional investments and alternative investments.
 - 1) Mutual Funds
 - 2) ETFs
 - 3) Individual bonds 4) Individual stocks
 - 5) Limited Partnerships
 - 6) Separately Managed Accounts (SMA)
 - 7) Private Placements
 - 8) Other (explain)

4. Performance Measurement and Evaluation

- a. Describe your organization/team's approach to monitoring and evaluating portfolio performance, risk, investment style and individual investment managers for your clients. Please discuss how you benchmark the managers or funds.
- b. How often does your firm/team review an investment manager's performance?
- c. Explain what would cause you to recommend a manager or fund to be terminated?
- d. Briefly describe your organization's reporting system and the components of your performance reports. Please explain the extent to which these performance reports can be customized to meet a particular client's needs.
- e. Describe the types of analysis and investment performance comparisons included in a typical performance evaluation report. To what extent does your organization/team provide analysis of year-to-year changes? What is your organization/team's typical turnaround time for the preparation of such analysis?
- f. Are rates of return routinely presented on a net of fee basis?
- g. Databases:

- 1) Please describe the databases your firm uses?
- 2) Is the database proprietary to your firm or purchased?
- 3) If purchased, how many do you use and for what purposes?
- 4) How many investment managers are in your database(s)?
- 5) If you maintain your own proprietary database, how does your firm gather, verify and analyze the data collected on managers for the database(s)? Include name of any external sources.
- 6) Describe your screening process and capabilities.
- 7) How many managers are actively monitored?

5. Risk Control

- a. Does your organization/team assist clients in developing individualized, written investment manager guidelines? If so, attach a sample of such guidelines for a domestic equity manager and for a domestic fixed income manager.
- b. Please explain how your organization/team measures and analyzes relevant financial characteristics regarding each manager's account and funds, and the entire fund portfolio in order to detect and control risk.
- c. How do you manage for extreme left-tail risk? Do you consider Value at Risk (VaR) or Conditional Value at Risk (CVaR)?
- d. How do you define risk for a defined benefit plan? How do you help sponsors mitigate that risk?
- e. What do you consider the critical success factors for a de-risking strategy?
- f. Describe the optimization or risk management techniques used in the portfolio construction process. Detail strategies employed to prevent excessive volatility.
- g. How does your approach differ for plans that are closed versus active?

6. Transition Management

- a. In light of the number of SMA positions in the current Plans, describe how you would transition the assets to your recommended portfolio and custodian?
- b. What extra costs would be involved?

7. Computer and Technical Capabilities

- a. Describe the software and hardware that will be used to support the proposed work plan.
- b. Describe your catastrophic data recovery plans. How often do you test your recovery system?

- c. Describe your maintenance and backup procedures including daily backups, retention timetable and off-site backup storage approach. Where are your off-site backup facilities located? Is the backup data saved on disc or in the cloud?
- d. Describe how any database(s) can be accessed by the Board staff.

i. Fees

1. Please outline your fee structure for this plan. Please indicate all services you propose to provide and their associated fees. Specifically, detail in terms of your retainer, manager searches, performance monitoring on a monthly basis and other functions. **Please note that the City is seeking quarterly in-person (and, as needed) meetings a year.**
2. Please indicate the number of years for which your organization would be willing to guarantee its fees.
3. Please list any anticipated miscellaneous expenses and disbursements for which your organization will charge or seek reimbursement and unit costs of such expenses (if applicable).
4. Disclose your portfolio management philosophy as it relates to negotiating/establishing fee arrangements with money managers. Disclose your review/evaluation process to determine reasonableness of each investment manager fee. Disclose your process for periodic review and recommendation of service fee reductions or consolidation.
5. What are the anticipated fund, limited partnerships, separate account, ETF, etc., fees and expenses?
6. What are the estimated fees and expenses charged by your Custodian/Trustee?
7. Do you intend to charge for special projects or ad hoc work? If so, how would these services be defined and billed? Would there be a discount from the standard fees or special projects?
8. If hired, will your firm receive any other form of compensation from working with this account that has not yet been revealed? If yes, what is the form of compensation?
9. Describe in detail any mutual fund revenue sharing (recapture), 12b-1 fees, finder's fees, directed brokerage commissions (separate accounts), collective trust rebates, and any other revenues or fee rebates. Full transparency and disclosure of expenses, fees, revenue sharing, etc. is an absolute and nonnegotiable requirement.
10. If your organization plans to bill for special projects on an hourly basis, please include a schedule showing the hourly rates of the professionals who would be assigned to the Trust's account. If selected, your organization will be expected to provide detailed back-up documentation reflecting the number of hours expended on a special project, billing rates, the subject matter of the services rendered, and the particular person(s) rendering those services.

J. Miscellaneous

1. Please provide a confirmation of your organization/team's willingness and availability to commence work immediately upon selection and to devote sufficient resources to perform any and all services in a timely and efficient manner.
2. A certification that all information contained in the proposal is complete and accurate, signed by a person authorized to negotiate on behalf of and contractually bind your organization. Any misrepresentation in the proposal could result in the termination of the contract at any time and potential liability.
3. Any other information you feel will be beneficial to support your proposal.

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.
-----------------	------------------	------------

I, _____ being first duly sworn, hereby deposes and says that:
(type or print your name above)

1.	I am over the age of 18 and understand the obligations of making statements under oath; I understand that the City of New Haven is relying on my representations herein.
2.	I am the corporate secretary or majority owner (including sole proprietorship) of _____ OR I am an individual and my name is _____. (Insert Company Name above OR, if an individual, type your name above)
3.	I am fully informed regarding the preparation and terms of the above referenced agreement (the "Agreement") and of all pertinent circumstances related thereto.
4.	(Please select the applicable representation(s) regarding taxes or, if none of the below are accurate, attach an explanation of the status of the relevant tax obligations to this Affidavit): ____ As required by Conn. Gen. Stat. §12-41, the Contractor (and each owner, partner, officer, authorized signatory or Affiliate Entity of the Contractor) has filed a list of taxable personal property with the City of New Haven for the most recent grand list and all taxes are current. ____ The Contractor (including any owner, partner, officer or authorized signatory thereof) is not required to file a list of taxable personal property with the City of New Haven for the most recent grand list and does not owe any back taxes to the City of New Haven, either directly or through a lease or other agreement. ____ The Contractor or an owner, partner, officer, representative, agent or Affiliate Entity of the Contractor either i) has a PILOT agreement with the City of New Haven or ii) owes back taxes and has executed an agreement with the City of New Haven to pay said back taxes in installment payments. Such agreement is attached and incorporated herein by reference and the payments under said agreement are not in default.
5.	Other than as may be described in section 4 above, the Contractor (including any owner, partner, officer, other authorized signatory or Affiliate Entity) does not have any outstanding monetary obligations to the City of New Haven.
6.	Please select the applicable representation about the Contractor's business registration:

_____ Contractor is a Connecticut corporation, partnership, limited liability company or sole proprietorship and its Connecticut Secretary of the State Registration number is _____.

_____ 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 and no registration with the Connecticut Secretary of the State is required. Contractor does otherwise have the following State of Connecticut registrations, certificates or approvals relevant to the Agreement (if not applicable, state not applicable):

 _____.

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

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

8. 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				

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

	Organization Name	Address	Type of Ownership
1			
2			

10. THE FOLLOWING PERSONS AND/OR ENTITIES POSSESS AN OWNERSHIP INTEREST IN THE CONTRACTOR. IF THE CONTRACTOR IS A CORPORATION, LIST THE NAMES OF EACH STOCKHOLDER WHOSE SHARES EXCEED TWENTY-FIVE (25) PERCENT OF THE OUTSTANDING STOCK. IF NONE, STATE NONE. USE ADDITIONAL SHEET IF NECESSARY (MUST BE ON COMPANY LETTERHEAD AND NOTARIZED):

	Name	Title	% of Ownership	DOB
1				
2				

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

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1			
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 promptly inform the City, in writing, if any of the information provided herein changes or is otherwise no longer accurate at any point during the execution of the above referenced Agreement. I understand that any incorrect information, omission of information or failure of the Contractor to update this information, as described in the foregoing sentence, may result in the immediate termination of any and all agreements the Contractor has with the City of New Haven and disqualification of the Contractor to further contract with the City.

(Signed) _____
 Title:

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

 (Title)

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

My commission expires _____, _____.

This Form Must be Notarized

THE CITY OF NEW HAVEN

BUREAU OF PURCHASES

200 Orange Street

Room 401

New Haven, Connecticut 06510

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

Toni N.Harp
Mayor



Michael V. Fumiatti
Purchasing Agent

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/PROPOSER

State of _____ County of (_____) ss.

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

1. He/She is (owner, partner, officer, representative, or agent) of _____, the bidder/proposer that has submitted the attached bid/proposal. (Bidder/Proposer's name)
2. He/She is fully informed respecting the preparation and contents of the attached bid/proposal and of all pertinent circumstances respecting such Bid/Proposal;
3. Such Bid/Proposal is genuine and is not collusive or sham Bid/Proposal;
4. Neither the said Bidder/Proposer nor any of its officers, partners, owners, agents, representative, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder/proposer, firm or person to submit a collusive or sham Bid/Proposal in connection with the Contract for which the attached Bid/Proposal has been submitted or to refrain from bidding/proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder/proposer, firm or person to fix the price or prices in the attached Bid/Proposal or of any other bidder, or to fix any overhead, profit or cost element of the bid/proposal prices or the Bid/proposal price of any other bidder/proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of New Haven or any person interested in the proposed Contract;
5. The price or prices quoted in the attached /Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder/proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and
6. That no Alderman or other officer or employee or person whose salary is payable in whole or in part from the City Treasury is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

(Signed) _____

(Title) _____

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

(Title)

My commission expires _____, _____.

Introducing The City of New Haven's Priority Payment Program

The City of New Haven has launched a new initiative called the Priority Payment Program (PPP). The PPP provides its vendors the option to submit invoices electronically and quickly receive payments via direct deposit...in as little as 10-15 days.

Vendors who enroll in the PPP will receive prompt payment of their invoices in exchange for a small discount offered on the goods and/or services they provide to The City of New Haven. Enrolled vendors are given the flexibility of setting the percentage rate they wish to offer The City, based around initiating the payment 10 days after a valid invoice has been submitted.

If payment is released before or after the 10th day of submission, the PPP then utilizes dynamic discounting to determine the appropriate discount. Dynamic discounting is a rebate calculation method that's based on the number of days it takes for an invoice to get paid. This period begins on the date a valid invoice is submitted to The City and ends on the date payment is initiated by the Controller. The quicker The City of New Haven pays an invoice - the higher the discount paid by the vendor. The longer it takes to pay – the lower the discount.

For example, a vendor offering payment terms of 1.5% / 10 / Net 30 stipulates that if payment of the invoice is initiated on the 10th day after it was received, The City deducts 1.5% from the total amount of the invoice in exchange for prompt payment. If payment is initiated before day 10, the discount taken will be slightly higher than 1.5%. If payment is released after the 10th day, the discount amount will be less than 1.5% and incrementally decrease as each day passes. If The City pays the invoice 30+ days after it was received, no discount will be taken at the time the payment is released to the vendor.

This table illustrates how dynamic discounts vary based on the time taken before payment is initiated by the City Controller.

Invoice Amount	Net Terms	Targeted Pay Date	Chosen Rate
\$5,000.00	30	10	1.50%

Date Invoice Received	05/01/18	Paid on Day	Discount Calculation	Discount Amount	Net Payment to Vendor
If Paid on:	05/02/18	1	2.18% paid 29 days early	\$108.75	\$4,891.25
If Paid on:	05/03/18	2	2.10% paid 28 days early	\$105.00	\$4,895.00
If Paid on:	05/04/18	3	2.03% paid 27 days early	\$101.25	\$4,898.75
If Paid on:	05/05/18	4	1.95% paid 26 days early	\$97.50	\$4,902.50
If Paid on:	05/06/18	5	1.88% paid 25 days early	\$93.75	\$4,906.25
If Paid on:	05/07/18	6	1.80% paid 24 days early	\$90.00	\$4,910.00
If Paid on:	05/08/18	7	1.73% paid 23 days early	\$86.25	\$4,913.75
If Paid on:	05/09/18	8	1.65% paid 22 days early	\$82.50	\$4,917.50
If Paid on:	05/10/18	9	1.58% paid 21 days early	\$78.75	\$4,921.25
If Paid on:	05/11/18	10	1.50% paid 20 days early	\$75.00	\$4,925.00
If Paid on:	05/12/18	11	1.43% paid 19 days early	\$71.25	\$4,928.75
If Paid on:	05/13/18	12	1.35% paid 18 days early	\$67.50	\$4,932.50
If Paid on:	05/14/18	13	1.28% paid 17 days early	\$63.75	\$4,936.25
If Paid on:	05/15/18	14	1.20% paid 16 days early	\$60.00	\$4,940.00
If Paid on:	05/16/18	15	1.13% paid 15 days early	\$56.25	\$4,943.75
If Paid on:	05/17/18	15	1.13% paid 15 days early	\$56.25	\$4,943.75
If Paid on:	05/18/18	16	1.05% paid 14 days early	\$52.50	\$4,947.50
If Paid on:	05/19/18	17	0.98% paid 13 days early	\$48.75	\$4,951.25
If Paid on:	05/20/18	18	0.90% paid 12 days early	\$45.00	\$4,955.00
If Paid on:	05/21/18	19	0.83% paid 11 days early	\$41.25	\$4,958.75
If Paid on:	05/22/18	20	0.75% paid 10 days early	\$37.50	\$4,962.50
If Paid on:	05/23/18	21	0.68% paid 9 days early	\$33.75	\$4,966.25
If Paid on:	05/24/18	22	0.60% paid 8 days early	\$30.00	\$4,970.00
If Paid on:	05/25/18	23	0.53% paid 7 days early	\$26.25	\$4,973.75
If Paid on:	05/26/18	24	0.45% paid 6 days early	\$22.50	\$4,977.50
If Paid on:	05/27/18	25	0.38% paid 5 days early	\$18.75	\$4,981.25
If Paid on:	05/28/18	26	0.30% paid 4 days early	\$15.00	\$4,985.00
If Paid on:	05/29/18	27	0.23% paid 3 days early	\$11.25	\$4,988.75
If Paid on:	05/30/18	28	0.15% paid 2 days early	\$7.50	\$4,992.50
If Paid on:	05/31/18	29	0.08% paid 1 days early	\$3.75	\$4,996.25
If Paid on:	06/01/18	30	0.00% paid 0 days early	\$0.00	\$5,000.00

Visit <https://www.newhavenct.gov/gov/depts/purchasing/default.htm> for more information about the Priority Payment Program
Still Have Questions? Email us at PPPSupport@newhavenct.gov or call us at (866) 515-3860

Priority Payment Program Enrollment Agreement

City of New Haven

The City of New Haven is offering all bidders and active vendors the opportunity to enroll in their Priority Payment Program (PPP). Benefits include:

- Vendors decide what discount percentage they wish to offer off their goods/services in exchange for rapid payment processing
- Priority vendor status and enhanced customer service with The City of New Haven
- Electronic invoicing sent to one email address for quicker processing
- Invoices are typically processed and payment is initiated within 10 business days* via direct deposit to your bank account rather than waiting 30+ days for a check in the mail
- Email notifications will be sent for any invoices that are rejected, along with instructions on how to revise & resubmit for payment
- Remittance statements delivered via email to help simplify the A/R reconciliation process

THIS FORM MUST BE COMPLETED & RETURNED WITH YOUR SOLICITATION RESPONSE

Company: _____ Tax ID/EIN: _____

Contact Name: _____ Title: _____

Address: _____

Email: _____ Phone: _____

Billing Contact Name: _____ Title: _____

Address: _____

Email: _____ Phone: _____

PLEASE NOTE: While enrolled in the Priority Payment Program, the rebate terms you choose will apply to all invoices submitted after the date this agreement is signed for all active and future contracts with The City of New Haven. Vendors can opt out of the program at any time by contacting Oxygen Finance via phone or email, but must wait a period of 12 months before enrollment eligibility is reinstated.

Please select only one option below:

- Yes, I would like to enroll in the PPP with the following terms for all future invoices: _____ % / 10 Days / Net 30 **
- I confirm that I am an authorized representative of this company and that if The City of New Haven pays any Invoiced Debt owed to the aforementioned company under or in connection with any Contract prior to the date by which such payment would otherwise be required to be made under the terms of that Contract, The City of New Haven shall be entitled to deduct and retain from that Invoiced Debt, for its own benefit, an Priority Payment Discount which it will deduct and retain from that Invoiced Debt. These terms will apply to all invoices unpaid as of the date of signature as printed on this form. The discounts are dynamically calculated, with a target payment date of 10 days from the date of invoice acceptance. The final discount taken is proportionate to the number of days the payment is accelerated. A discount is taken ONLY if payment is made before 30 days from the date of invoice acceptance.
 - I understand and agree that once enrolled in New Haven's Priority Payment Program, payments will no longer be sent in the form of a paper check and mailed via the United States Postal Service, but rather will be paid electronically via direct deposit to our company's bank account.
 - I confirm that I am an authorized representative of this company and agree to these payment terms
- I'm interested in the PPP, but have questions and would like someone to call me at this number _____
- I'm already enrolled in the PPP
- No, I'm not interested in participating at this time

Printed Name _____ Signature _____ Date _____

* *Please note: Payments made via direct deposit typically take 1-3 business days until funds are posted and available in your bank account
 ** The City of New Haven reserves the right to approve or reject any proposed PPP percentage rates
 Questions? Email us at PPPSupport@newhavenct.gov

EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT

During the performance of this contract, the Contractor agrees as follows:

- a. To comply with all provisions of Executive Order 11246 and Executive Order 11375, Connecticut Fair Employment Practices Act, and the contract compliance ordinance of the City of New Haven, including all standards and regulations which are promulgated by the government authorities who established such acts and requirements, and all standards and regulations are incorporated herein by reference;
- b. Not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, physical disability or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, color, religion, sex, age, or national origin and physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship;
- c. To post, in conspicuous place available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
- d. To state, in all solicitations or advertisement for employees placed by or on behalf of the contract, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, physical disability or national origin;
- e. To send to each labor union representative of workers with whom it has a collective bargaining agreement, or other contract or understanding, a notice advising a labor union or worker's representative of the contractor's commitments under the equal opportunity clause of the City of New Haven, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor shall register all workers in the skilled trades, who are below the journeyman level, with the Apprentice Training Division of the Connecticut State Labor Department;
- f. To utilize labor department and city sponsored manpower programs as a source of recruitment and to notify the contract compliance unit and such programs of all job vacancies;
- g. To take affirmative action to negotiate with qualified minority contractors for any work which may be proposed for subletting, or for any additional services, or work which may be required as a result of this contract;
- h. To cooperate with city departments in implementing required contract obligations for increasing the utilization of minority business enterprises;
- i. To furnish all information and reports required by the Contract Compliance Director pursuant to section 12 1/2 -1, 12 1/2-19 through section 12 1/2-32, 12 1/2-48 through 12 1/2-52 and to permit access to his books, records and accounts by the contracting agency, the Contract Compliance Officer, and the Secretary of Labor for purposes of investigation to ascertain compliance with the program;
- j. If such contractor employs three or more employees to refrain from paying such employees dues and related expense for clubs that restrict membership use of their facilities on the basis of race, color, sex, religion, national origin or ancestry;
- k. To take such action, with respect to any subcontractor, as the City may direct as a means of enforcing the provisions of subparagraphs (a) through (m) herein, including penalties and sanctions for noncompliance, provided however that, in the event the contractor becomes involved or threatened with litigation as a result of such direction by the City, the City will intervene in such litigation to the extent necessary to protect the interest of the City and to effectuate the City's Equal Employment Opportunity Program, in the case of funded directly or indirectly, in whole, or in part, under one or more Federal Assistance Programs, the contractor or the City may ask the United States to enter into such litigation to protect the interest if the United States;
- l. To file, along with his subcontractors, if any, compliance reports with the City in the form and to the extent prescribed in the contract by the Contract Compliance Director of the City of New Haven. Compliance reports filed at such times as directed

shall contain information as to the employment practices, policies, programs and statistics of the contractor and his subcontractors, if any;

m. To include the provisions of sub-paragraphs (a) through (m) of this Equal Opportunity Clause in every subcontract or purchase order so that said provisions will be binding upon each such subcontractor or vendor;

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

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

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

WITNESS:

(Contractor)

(Signature)

By: _____
(Signature)

(Signature)

(Title)

VENDOR “BAN THE BOX” ORDINANCE COMPLIANCE AGREEMENT

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

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

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

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

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

Are you a disadvantaged business enterprise?	Yes		No	
Are you a women's business enterprise?	Yes		No	
Does your company have an affirmative action plan?	Yes		No	

W - White (Caucasian)	AA - African American
HA - Hispanic American	H - Handicapped
O - Other	