



City of Meriden, Connecticut

Purchasing Department

Request for Proposals

For

Meriden Public Schools

High School Athletic Trainer Services

Meriden, CT

RFP023-32

Responses Due: January 6, 2023 @ 11:00 A.M.

Purchasing Department

142 East Main Street, Room 210

Meriden, CT 06450

(203) 630-4115

LEGAL NOTICE

REQUEST FOR PROPOSALS

The City of Meriden is accepting proposals for:

RFP023-32 – High School Athletic Trainer Services Meriden Public Schools

The City of Meriden, Meriden Public Schools, is requesting proposals from sports medicine firms to provide Certified Athletic Trainers to be present at Maloney High School and Platt High School for weekly medical coverage beginning with the 2023-2024 school year.

Proposals shall be submitted on forms and in the manner specified. Forms and specifications may be obtained from the Purchasing Department, on the City of Meriden website (www.meridenct.gov/business/bids-rfps/), and on the State of Connecticut Department of Administrative Services website (<https://portal.ct.gov/DAS/CTSource>). Proposals will be accepted at the Purchasing Department, 142 East Main Street, Room 210, Meriden, Connecticut 06450 until **11:00 A.M. local, and Eastern Standard Time on January 6, 2023** at which time they will be opened and recorded. Any response received after the time and date specified shall not be considered.

The right is reserved to reject any or all proposals, in whole or in part, to award any item, group of items, or total proposal, and to waive informality or technical defects, if it is deemed to be in the best interest of the City of Meriden. No proposer may withdraw their submission within ninety (90) days of the date of the opening.

The City of Meriden is an Affirmative Action/Equal Opportunity Employer. Disadvantaged, minority, small, and women business enterprises are encouraged to respond.

Adam B. Tulin
Purchasing Officer
City of Meriden, CT 06450-8022
Dated: December 15, 2022

CITY OF MERIDEN, CONNECTICUT

RFP023-32 – High School Athletic Trainer Services

INFORMATION TO RESPONDERS

1. RESPONSE PROCEDURES

Request for Proposals will be received by the City of Meriden's Purchasing Department, Room 210, City Hall, 142 East Main Street, Meriden, Connecticut, 06450-8022 until 11:00 AM on January 6, 2023.

2. REQUEST FOR PROPOSALS

Please submit three copies of the Request for Proposals response package. One shall be an original and two can be copies. **Please submit one complete version of your proposal on a flash drive.**

- a. Responses must be made out and signed in the corporate, or other, name of proposer and must be fully and properly executed by an authorized person.
- b. The sealed envelope must denote the proposer's name and address in the upper left hand corner and the words "PROPOSAL DOCUMENT – RFP023-32 to be opened at 11:00 AM" in the lower left hand corner.
- c. Proposals received later than the time and date specified will not be considered.
- d. Amendments to or withdrawal of proposal received later than the date and time set forth in the Request for Qualifications recording will not be considered.
- e. N/A

3. PROPOSER QUALIFICATIONS

Proposers will be required to fill out, and include as part of its submission, any attached Proposer's Qualification Statement.

In determining the qualifications of a proposer, the City of Meriden will consider the vendor's record of performance in any prior contracts. The City of Meriden expressly reserves the right to reject a proposal if the proposer's historical performance, in the sole opinion of the City of Meriden, has been unsatisfactory in any manner or if the proposer has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations to subcontractors, suppliers, or employees.

4. EXAMINATION OF REQUEST FOR PROPOSAL DOCUMENTS

Proposers are to examine all documents and visit the site in order to make a thorough examination of the conditions so that the proposer may familiarize itself with all of the existing requirements, conditions, and difficulties that will affect the execution of the work in order to determine the amount of work necessary to carry out the true intent of the specifications and work shown on drawings.

The City of Meriden and its agents do not have any responsibility for the accuracy, completeness, or sufficiency of any Request for Proposal document obtained from any other source other than from the City of Meriden. Obtaining documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining documents from any other source may also result in failure to receive any addenda, corrections, or other revisions to the documents that may be issued.

No request shall be honored if such request is made less than seven (7) calendar days prior to the date fixed for the opening of proposals. Any and all such interpretations, and any supplementary instructions, will be in the form of a written addenda to the specifications which, if issued, will be made available on the City of Meriden website (www.meridenct.gov) unless it is to change the date fixed for the opening of proposals, not later than three (3) days prior to the date fixed for the opening of proposals. Proposers are encouraged to check the website regularly for addenda. Failure of any proposer to receive any such addenda shall not relieve any proposer from any obligations under its proposal as submitted.

Any questions about the Request for Proposal document must be submitted in writing via email to meridenpurchasing@meridenct.gov. Any other format of question will not be answered.

5. PROPOSALS TO REMAIN OPEN

No proposer may withdraw its response within ninety (90) days of the date of the Request for Proposal recording. Should there be reason why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the City of Meriden and the successful proposer.

6. AWARD OF CONTRACT

The Purchasing Officer reserves the right to make an award on the proposal which, by the Purchasing Officer's judgment and recommendation from Meriden Public Schools, following Request for Proposal evaluations, best meets the specifications and is deemed to be in the best interest of the City of Meriden.

The contract will not be awarded to any corporation, firm, or individual which/who is in arrears to the City of Meriden by debt or contract, or who is in default as security or otherwise by any obligation to the City of Meriden.

The right is reserved to reject any or all proposals, in whole or in part, to award any item, group of items, or total response, and to waive informality or technical defects, if it is deemed to be in the best interest of the City of Meriden.

7. BID PROTEST PROCEDURE

N/A

8. CITY OF MERIDEN, LOCAL PREFERENCE

N/A

9. EXTENSION OF AGREEMENT

Thirty (30) days prior to the expiration of the resulting contract, the parties may, by mutual agreement, extend the contract for up to three (3) years. Any extension must be in writing, executed by both parties.

10. SCHEDULE OF WORK

The proposer shall schedule all work in a manner that will not disrupt City of Meriden operations. Once the work has begun, the responder shall work full-time until completion of the Contract.

11. TAXES

The City of Meriden is exempt under Connecticut General Statutes from the payment of the excise taxes imposed by the federal government and the Sales and Use Tax of the State of Connecticut; such taxes should not be included in the bid price. Upon request, exemption certificates will be furnished to the successful proposer.

12. FAIR EMPLOYMENT PRACTICES

The proposer shall agree that neither it or its subcontractors, except in the case of a bona fide occupational qualification or need, to refuse to hire or employ or to bar or to discharge from employment any individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment because of the individual's race, color, religious creed, age, sex, gender identity or expression, marital status, national origin, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability, including, but not limited to, blindness or status as a veteran. The aforementioned terms are obtained from Connecticut General Statutes Section 46a-60, *et seq.*, entitled "Discriminatory employment practices prohibited," as amended.

13. FORM OF AGREEMENT BETWEEN CITY OF MERIDEN AND PROPOSER

The City anticipates the form of agreement for the work will be on the City of Meriden Agreement for Professional Services, wherein the basis of payment is a stipulated sum.

14. LOCAL SUBCONTRACTORS, SUPPLIERS, etc.

Local subcontractors, material suppliers, and labor in the City of Meriden should be considered and sought out insofar as it is practical in the performance of this project.

15. CITY OF MERIDEN CODE OF ETHICS

The City of Meriden has adopted a Code of Ethics located in Chapter 21 of the Code of the City of Meriden, sections 21-1 through 21-15, inclusive, which are expressly incorporated herein by reference. The terms of the Code of Ethics shall constitute a part of any contract or agreement entered into by the City of Meriden as a result of this bid as if those terms were fully set forth in such contract or agreement.

Proposers are specifically advised that the Code of Ethics prohibits public officers and employees, as well as their immediate families and businesses, with which they are associated from participating in any transaction which is incompatible with the proper discharge of official duties or responsibilities. Proposers are also advised that the Code of Ethics contain provisions with respect to paid contractors and former employees and officials.

PROPOSERS SHOULD NOTE THAT PROPOSALS, CONTRACTS, AND AGREEMENTS ENTERED INTO OR AWARDED IN VIOLATION OF THE CODE OF ETHICS ARE VOIDABLE BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERIDEN.

Copies of the Code of Ethics may be obtained from the office of the City Clerk or may be found online on the City of Meriden's website.

16. NON-COLLUSION PROPOSAL STATEMENT

Each proposer submitting a Request for Proposal to the City of Meriden for any portion of the work contemplated by the documents on which proposals are based shall execute and attach thereto the sworn Non-Collusive Proposal Statement, to the effect that the proposer has not colluded with any other person, firm, or corporation in the submission of the proposal.

17. SOIL CONDITIONS

N/A

18. AWARD IN CASE OF A TIE

In the event there are two or more responsive Request for Proposal, the decision to award will be based by the following criteria and in the following order:

- a. The incumbent will be awarded the response over that of another proposer.
- b. In the case of a multi-item proposal, if one proposer has been awarded other items from the same response and the other proposer has not, the proposer with the multiple awards will be awarded the proposal over that of another proposer.
- c. The proposer located in the State of Connecticut will be awarded the bid over that of another proposer.
- d. The winner of a coin toss will be awarded the proposal over that of another proposer.

19. ASSIGNMENT OF CONTRACT

No contract may be assigned without the written consent of the Purchasing Officer or designee.

20. PERMITS

The Proposer shall be responsible for obtaining any and all necessary permits required by the City of Meriden prior to the commencement of work. The proposer may contact the City of Meriden Building Department for permit information at (203) 630-4091. For all other required permits, contact the City of Meriden Engineering Department at (203) 630-4018.

21. REQUEST FOR PROPOSAL PRICE AND PAYMENT

The City of Meriden is exempt from the payment of the excise taxes imposed by the Federal government and the Sales and Use Tax of the State of Connecticut under Connecticut General Statutes; accordingly, such taxes shall not be included in the proposal price.

The City of Meriden, unless stated otherwise in the Request for Proposal documents or Contract, will make payment to the proposal not less than thirty (30) days following completion of services.

24. QUALITY

All materials, equipment, supplies, and services shall be subject to rigid inspection. If defective material, equipment, supplies, or services are discovered, the proposer shall remove or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that any inspection by the City of Meriden will in no way lessen the responsibility of the proposer or release the proposer from the obligation to perform and deliver to the City sound and satisfactory materials, equipment, supplies, or allow the cost to be deducted from any monies due it from the City of Meriden. All services will be performed in a workmanlike manner.

25. INSURANCE

The successful proposer shall be required to provide a Certificate of Insurance denoting general liability, automobile liability, workers compensation liability, and other coverage required by the City's Risk Manager.

26. CITY HALL CLOSING

If Meriden City Hall is closed due to inclement weather, or any other unforeseen event, proposals will be due at the same time on the next business day that City Hall is open.

CITY OF MERIDEN, CONNECTICUT

RFP023-32 –High School Athletic Trainer Services

NON-COLLUSIVE PROPOSERS STATEMENT/AFFIDAVIT

The undersigned proposer, having been duly sworn, does hereby depose and says:

1. The proposal has been arrived at by the proposer independently and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the Request for Proposal.
2. The contents of the proposal have not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal.
3. The undersigned proposer is duly authorized to bind the business entity identified below.

The undersigned proposer further certifies, under oath, that this statement is executed for the purposes of inducing the City of Meriden to consider the proposal and make an award in accordance therewith.

Signature of Proposer

Print Legal Name of Proposer

Relationship to Business Entity Below

Business Entity Name, Address, Telephone Number, and Email Address

STATE OF CONNECTICUT)
) ss:
COUNTY OF)

Duly sworn and subscribed to before me
this __ day of _____, 20 __.

Notary Public
My Commission Expires:
Commissioner of the Superior Court

STATEMENT OF PROPOSER'S QUALIFICATIONS

This Statement of Proposer's Qualifications is to be submitted by the proposer at the time of the proposal. All questions must be answered and the data given must be clear and comprehensive. The proposer may submit any additional information he/she desires. It is understood that when the City has executed an Agreement, to which these General Conditions are a part, it is in part done upon the reliance of the answers provided herein by the proposer or the agent of the proposer.

1. Firm Name: _____

2. Permanent main office address: _____

3. Type of ownership: Minority Owned _____ Yes _____ No

4. Year Established? : _____

5. If a corporation, where incorporated: _____

6. How many years have you been engaged in business under your present firm name? _____

7. Former firm name? : _____

8. Personnel: Total _____

Is any principal of your firm an employee or public official of the City of Meriden, or an immediate family member of an employee or public official of the City of Meriden? (Definition of immediate family includes: an individual's spouse, fiancé or fiancée; the parent, brother or sister of such individual or spouse; and the child of such individual or the spouse of such child.)

_____ yes _____ no

9. Have you ever failed to complete any contract awarded to you? If so, where and why?

10. List similar work performed within the past Five (5) Years, Including the Name and Address of each Contact Person and Telephone Number; and approximate cost of each project:

11. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City of Meriden, in verification of the recitals comprising this Statement of Proposer's Qualifications.

Dated at _____ this _____ day of _____, 2023

Name of Proposer:

By: _____ Title: _____

PLEASE SUBMIT THIS FORM WITH PROPOSAL

RFP023-32
City of Meriden, CT
High School Athletic Trainer Services
Meriden Public Schools

1. INTRODUCTION

The City of Meriden, Meriden Public Schools, is requesting proposals from sports medicine firms to provide Certified Athletic Trainers to be present at Maloney High School and Platt High School for weekly medical coverage beginning with the 2023-2024 school year.

The City seeks the assistance of an experienced firm that can accomplish the goals of the City with all the functionality identified in this RFP. The City also seeks a company that has the capability of integrating additional features and functionality that may be identified in the future. The experienced company should have a team of experts who understand local government, to help us achieve our vision and provide uninterrupted service to the residents of the City.

2. BACKGROUND

The City of Meriden, Meriden Public Schools, is interested in entering into a multi-year agreement, starting with the 2023-2024 school year for Athletic Trainer Services at the City's two public high schools. Typical weekly medical coverage averages 25-30 hours per week per school, with some seasons requiring reasonably more and other requiring reasonably less hours.

3. SCOPE OF WORK

Responsibilities of the Athletic Trainer include but are not limited to the following:

1. Prevention
2. Assessment and evaluation
3. Emergency/Acute care, management, treatment and disposition
4. Rehabilitation and reconditioning
5. Safety parameters (ie. weather decisions) in coordination with athletic director.
6. Education of student-athletes, parents, and community members.
7. Education of coaching staff of emergency procedures & risk mitigation.
8. Documentation as appropriate within HIPPA and school guidelines for insurance purposes
9. Administration of the athletic training room.
10. Communication with athletic director, school nurse, and other school staff/administration as appropriate regarding health and safety of students
11. Work with school athletic director on best practice policies, such as, emergency action plan, concussion management, sudden cardiac arrest education, heat illness education.

12. Maintain professional presence for school community in regards to health and safety measures.
13. Create a Sports Medicine Advisory Committee (SMAC) within the school community to develop risk mitigation strategies and health and safety protocols for students.

Anticipated typical weekly duties:

1. Assessments 5 days per week immediately after school
2. Practice and game preparation and coverage as specified and agreed upon with AD
3. Communication with parents, school nurse, athletic director, and team physician regarding student injuries appropriately as needed.
4. Proper referral for student-athlete needs.
5. Documentation of injuries/treatments.
6. Facilitation of athlete care with parents and other health care professionals working with Maloney student-athletes as appropriate.
7. Communication with other high school medical staff as needed for follow up on injuries occurred at away game/event or opposing school injuries on Maloney home events.
8. Home practice coverage in accordance with game schedules and Athletic Trainer availability during the 5-day workweek for all seasons.

Fall Coverage: 25-35 Hours of Coverage per week

- Away Game Coverage
 - Varsity Football
- Home Game Coverage
 - Freshman, JV, Varsity Football
 - Boys and Girls Soccer
 - Volleyball
 - Swimming
 - Boys and Girls Cross Country

Winter Coverage: 25-30 Hours of Coverage per week

- Home Game Coverage
 - JV and Varsity Boys and Girls Basketball
 - Cheerleading
 - Boys Swimming
 - Indoor Track
 - Wrestling
 - Dance
 - Weight Lifting

Spring Coverage: 25-30 Hours of Coverage per week

- Home Game Coverage
 - Baseball
 - Softball
 - Track
 - Tennis
 - Lacrosse

4. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals should be submitted in a sealed envelope marked “**RFP023-32 High School Athletic Trainer Services**” to the Purchasing Office at the Meriden City Hall, 142 East Main Street, Meriden, CT 06450, no later than **11:00 A.M. January 6, 2023**.

Please submit three (3) copies of the proposal forms. One (1) shall be an original and two (2) can be copies. Please submit one (1) version of the complete proposal on a flash drive. All proposals must be received in the Purchasing Office by the date and time noted above. The City will reject proposals received after the date and time noted above. The City will not accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery.

Proposals are considered valid, and may not be withdrawn, cancelled or modified, for ninety (90) days after the opening date, to give the City sufficient time to review the proposals, investigate the proposers’ qualifications, secure any required municipal approvals, and execute a binding contract with the successful proposer.

4.1 Proposal Requirements

Interested firms must respond with a written description of their services and capabilities in the following format:

A. A transmittal letter signed by the appropriate officer of the firm offering the proposal and certifying that the proposal and any cost projection included will remain effective for 90 days after the due date.

B. A concise and complete description of the work to be performed, including but not limited to:

1. An explanation of your firm's understanding of the need, its approach to work, key issues to resolve and potential resolution(s).
2. A detailed work program and time schedule for the product, including milestones for periodic review of the work (if applicable).
3. A description of similar projects which your firm has been involved in, including references. The proposing firm should demonstrate that, on or before the time of such submission, it has successfully completed similar work in a minimum of three (3) similar municipalities in the past five (5) years.
4. Technical information. Bidder will furnish at no additional charge, upon request, technical information, diagrams, instruction guides, samples, or other documentation as requested to show the services offered fully comply with these specifications.
5. A summary of your firm as outlined in Section 4.2 of this document.
6. Key point of contact/project manager resumes.
7. Any other supporting information, or additional/optional services, as appropriate, to assist the City in evaluating the proposal

C. Fee Proposal. The Fee Proposal portion of your submission shall include the following:

- The fee proposal shall be presented as a lump sum annual fee to cover the tasks described in the Scope of Services to this RFP.
- A separate fee shall be provided for any variations (additions or deletions) from the Scope of Services described in this RFP. Consultants are advised that failure to provide a fee for the basic services as described in this RFP may render the Consultant's proposal to be considered non-responsive.
- Provide a billing rate schedule for each of the employees or employee categories who would be utilized for performance of the services requested. The schedule shall show the individuals proposed total hourly billing rate including all overhead and profit.
- The City is desirous of entering into a multi-year agreement for a base term. It is requested that interested firms present at least a three-year fee proposal, but the City will consider alternate term lengths as well.

D. The following documents must also be included with your Proposal:

1. Non-Collusive Proposal Statement
2. Statement of Proposer's Qualifications

4.2 Vendor Information

A. Vendor Overview

Please provide the following:

- The name and location of your company, including the office location that will be serving the City.
- Is any principal of your firm an employee or public official of the City of Meriden, or an immediate family member of an employee or public official of the City of Meriden? (Definition of immediate family includes: an individual's spouse, fiancé or fiancée; the parent, brother or sister of such individual or spouse; and the child of such individual or the spouse of such child.)
- A brief general description of your business.
- The number of years your company has been in business.
- Is your company a subsidiary of another corporation? If so, what is the name of the parent company?
- The number of personnel employed by your company (please include the number of staff dedicated to provide requested services).
- The primary line of business of your firm.

B. Client Base

Provide specific reference information for three clients you have served, relevant to the work proposed, to include:

- Client name and location.
- Starting date of service and completion date.
- Contact name, title and telephone number.

The references must be relevant to service in the last sixty (60) months, and shall include specific details on how the project represents a project of similar scope. Information on your firm's specific role must be included.

4.3 Evaluation Criteria

Selection of firm(s) will be responsibility of a committee consisting of City designated representatives. The evaluation will be based upon the written submissions and selected interviews/scope reviews. The factors which will be evaluated (not necessarily listed in order or priority), include the following:

1. The firm's demonstrated capabilities and qualifications.
2. The firm's understanding of the approach to the project.
3. The proposed services and its ability to meet requirements.
4. The firm's experience working on federal grant administration
5. Capability to work collaboratively with task force and other parties associated with the project.
6. The firm's schedule, including milestones.
7. Review of references listed.
8. Proposed costs.
9. Value added services offered.
10. Clarity, organization, and effective presentation of submittal.

Based upon its review of the written submissions, the City may choose to invite finalists for an interview/scope review.

4.4 Questions and Amendments

No interpretation of the meaning of the Request for Proposal will be made to any proposer orally. Every request for such interpretation should be in writing, e-mailed to meridenpurchasing@meridenct.gov, and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of proposals. Any and all such interpretations and any supplementary instructions will be in the form of written addenda to the specifications which, if issued, will be posted on the City of Meriden website under Bids, RFPs and Legal Notices, not later than three (3) days prior to the date fixed for the opening of proposals, failure of any proposer to receive such addenda or interpretation shall not relieve any proposer from any obligations under their proposals as submitted.

Each proposer is responsible for checking the website to determine if the City has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.

Proposers are prohibited from contacting any other City employee, officer or official concerning this RFP. A proposer's failure to comply with this requirement may result in disqualification.

5. GENERAL CONDITIONS

5.1 Insurance Requirements

The awarded vendor will be given insurance requirements, if deemed necessary, for this project.

5.2 Additional Information

The City reserves the right, either before or after the opening of proposals, to ask any proposer to clarify its proposal or to submit additional information that the City in its sole discretion deems desirable.

5.3 Costs for Preparing Proposal

Each proposer's costs incurred in developing its proposal are its sole responsibility, and the City shall have no liability for such costs.

5.4 Ownership of Proposals

All proposals submitted become the City's property and will not be returned to proposers.

5.5 Freedom of Information Act

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information. Proposers are encouraged **not** to include in their proposals any information which is proprietary a trade secret or otherwise confidential. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy, and all rules, regulations and interpretations resulting from those laws.

5.6 Presumption of Proposer's Full Knowledge

Each proposer is responsible for having read and understood each document in this RFP and any addenda issued by the City. A proposer's failure to have reviewed all information that is part of or applicable to this RFP, including but not only any addenda posted on the City's website, shall in no way relieve it from any aspect of its proposal or the obligations related thereto.

Each proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFP or the performance of the work described herein.

By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFP, and it is capable of performing the work to achieve the City's objectives. If applicable, each proposer shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its proposal.

5.7 Tax Exemptions

The City and Meriden Public Schools is exempt from the payment of federal excise taxes and Connecticut sales tax and use taxes. Such taxes must not be included in prices.

5.8 Award Criteria and Selection

The City reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error, etc. If any error exists in an extension of prices, the unit price shall prevail.

The City reserves the right to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal. The City also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers.

The City will accept the proposal that, all things considered, the City determines is in the best interests. Although price will be an important factor, it will not be the only basis for award. Due consideration may also be given to a proposer's experience, references, service, ability to respond promptly to requests, past performance, and other criteria relevant to the City's interests, including compliance with the procedural requirements stated in this RFP.

The City will not award the proposal to any business that or person who is in arrears or in default to the City with regard to any tax, debt, contract, security or any other obligation.

5.9 Form of Contract

The City anticipates use of a standard form of agreement between the City and selected firm, for the purposes of engaging a firm to provide the requested services. Contract considerations that cannot be modified include, but are not limited to, adherence to conditions cited within this RFP, with specific attention to language for indemnification, governing law, and insurance and liability.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, made on this ____ day of _____ 2023, by and between the City of Meriden, hereinafter referred to as the “City” and _____, hereinafter referred to as the “Consultant”.

WITNESSETH:

WHEREAS, the City of Meriden requires professional consultant services, and;

WHEREAS, the Consultant represents that he/she has the requisite experience to perform said services.

NOW, THEREFORE, the City and the Consultant, for considerations hereinafter set forth agree as follows:

1. Work shall comply with the scope of work and schedule as noted in Attachment A.
2. The cost for services provided are as set forth in Attachments A and shall constitute the entire basis for payment for the work specified, including all incidental work, all labor, materials, equipment, and all other costs necessary to fulfill the requisites of this service.

3. Designation of Gender:

All words used herein in the singular shall extend to and include the plural. All words used in the plural number shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

4. Miscellaneous Requirements:

- 4.1 The Consultant shall be responsible for the work and presentation to the City and others.
- 4.2 The Consultant shall be required to attend meetings and give reports to the City, or others, at the place and time directed by the City.
- 4.3 The Consultant shall consult with the City’s staff to ascertain the requirements of the project and inform himself as to specific conditions that might affect his completing the work or the hours or season of its execution, such as use of adjacent areas, interruptions to operations, and any other information as required.
- 4.4 The Consultant covenants and agrees that he shall perform his services under this contract in accordance with the standards and practices of her profession.
- 4.5 Should the Consultant require the services of a sub-consultant at any time during the term of this contract, their names and qualifications shall be submitted to the City for approval. This approval, in no way, obligates the City to be responsible for payment.
- 4.6 Should the Consultant encounter difficulties beyond their control that may delay the completion of the project or any part thereof, the City is to be immediately notified in writing. This notification

shall document the specific reasons for the delay and any attempts the firm has made to overcome such delays. A significant backlog of work, changes in staff, or other similar reasons, will not be considered as acceptable reasons for granting any extension necessary to preclude a breach of contractual obligations. The City shall be the sole judge of the validity of any time extension, and if it is found that the firm has not diligently pursued and documented all available methods to overcome the delay, no extension of time shall be granted. Payment for any overtime work required to overcome any possible delays shall not be made by the City, unless it is determined to be in the best interest of the City.

5. Fee and Payment:

The cost for services provided for in this project are set forth in the Attachment A and shall constitute the entire basis for payment for the work specified including all incidental work, all labor, materials, equipment, studies, preparing the report, outside services, reviewing existing data, meetings, transportation, overhead, clerical personnel, and any and all other costs necessary to fulfill the requirements of this service. The Consultant has provided a breakdown of the lump sum cost which includes all items of work and incidental activities so partial payments for completed elements of the work may be provided. Billing will be made monthly in accordance with the work completed, subject to the approval of the City. Payment will be made not less than thirty (30) days after receipt of the approved invoice.

6. Change Order:

The City is to be notified, in writing, for any requests of time extension, compensation for proposed additional work, etc. Such requests will be reviewed by the City, and if it is in the best interest of the City and the City then approves such request, a Change Order will be issued by the City. Unless there are unforeseen conditions, the contract will not be increased.

7. Indemnification:

To the extent permitted by law, the Consultant shall at all times defend, indemnify and save harmless the City and its officers, agents and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the Consultant, its agents, employees, or subcontractors in connection with the Project, and/or under this Agreement.

To the extent permitted by law, the City shall at all times indemnify and save harmless the Consultant, and its officers, agents and employees on account of any claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity to the extent caused by the negligent acts, errors or omissions of the City, its agents, or employees in connection with the Project, and/or under this Agreement.

8. Insurance:

The Consultant shall provide and maintain a Certificate of Insurance indicating proof of Professional Liability (and/or Errors and Omissions Coverage), Loss of Valuable Papers and other required insurance as noted below, and is hereby made a part of this Agreement.

All insurance coverage shall be provided by the Consultant at no additional expense to the City. The scope and limits of insurance coverage specified are the minimum requirements and shall in no way limit or exclude the City from additional limits and coverage's provided under the Consultant's policies.

The Consultant shall be responsible for maintaining the stated insurance coverage in force for the life of the contract with insurance carriers licensed and authorized to underwrite such insurance in the State of Connecticut.

The type and limits of insurance coverage shall not be less than the type and limits designated herein, and the Consultant agrees that the coverage or the acceptance by the City of certificates of insurance indicating the type and limits of insurance shall in no way limit the liability of the Consultant to any such type and limits of insurance coverage.

The insurance coverage hereinafter afforded by the Consultant shall be primary insurance, except when stated to apply in excess or contingent upon the absence of other insurance. The amount and type of insurance shall not be reduced by the existence of other insurance held by the City.

The Consultant shall provide coverage's that are not impaired or the aggregate is not impaired by any other risk, past or present, and the limits required, shall be fully available to the City of Meriden or restored if depleted below the required levels during the course of the contract and/or any extensions thereto.

The Consultant shall not commence work under the terms of this contract until he has obtained the liability insurance coverage required by this article and has filed Certificates of Insurance on same with the City, and the City has approved the Certificates of Insurance and the represented coverage.

Each Certificate of Insurance shall include the following minimum pertinent information:

- * Name of Insurance Carrier writing policy
- * Name of Insured
- * Address of Named Insured
- * Description of coverage (Workers' Compensation certificates should evidence the state(s) of operation including Connecticut)
- * Policy Periods (effective and expiration dates)
- * Limits of Liability
- * Brief description of operations performed and the property covered
- * Name and address of certificate holder
- * Authorized agents name and address
- * Date and signature of the issuing agent (original only)
- * All General Liability additional names insured endorsements

Each insurance policy and certificate of insurance (with the exception of Workers' Compensation and Professional Liability) shall contain an endorsement/wording including the City of Meriden as an Additional Insured. All policies should be primary and noncontributory and include a waiver of subrogation. All coverage shall be with insurance companies approved by the State of Connecticut and with an AM Best Rating of no less than "-A". The Consultant shall provide notification to the City in the event of any material change, modification, cancellation or non-renewal of insurance coverage. During the course of execution of the work, whenever there is a lapse in the insurance requirements as stated herein, through cancellation, expiration, failure to renew or any other cause, the City shall order the cessation of all Consultation activities until such time as the insurance requirements are complied with.

Insurance Requirements:

- a. The Consultant shall procure and maintain for the life of the contract \$1,000,000.00 occurrence/\$2,000,000.00 aggregate limit **COMMERCIAL GENERAL LIABILITY COVERAGE**, written on an occurrence basis and minimally arranged to include the following coverage:
- I. Premises/Operations
 - II. Products - Completed operations
 - III. Underground, explosion, and collapse hazard
 - IV. Contractual liability
 - V. Independent contractors
 - VI. Abuse & Molestation Liability
- b. The Consultant shall procure and maintain for the life of the contract \$1,000,000.00 BI/PD combined single limit **BUSINESS AUTOMOBILE LIABILITY COVERAGE**, written on an occurrence basis and minimally arranged to include the following coverage:
- I. Non-owned automobile
 - II. Liability and Physical damage
 - III. All owned (private passenger and other than private passenger)
 - IV. Any automobile
 - V. All scheduled automobiles
- c. The Consultant shall procure and maintain for the life of the contract, State of Connecticut Statutory **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE**, designed to indemnify all the Engineer's employees in the event of occupational injury and/or disease.
- \$500,000.00 each accident
 - \$500,000.00 disease policy limit
 - \$500,000.00 each employee disease
- d. The Consultant shall procure and maintain for the life of the contract **PROFESSIONAL LIABILITY, MALPRACTICE, OR ERRORS AND OMISSION COVERAGE** protecting the Consultant against wrongful acts and liability arising from professional services. A \$2,000,000.00 single limit per claim and a \$2,000,000.00 aggregate per policy period shall be afforded by this coverage. The coverage shall be written on an occurrence form or may be written on a claims made basis.

9. Termination:

The City or the Consultant shall have the right, without cause, to terminate this Agreement within Thirty (30) days following written notification to the other party to that effect by Certified Mail or Personal delivery by agent, and upon the expiration of said thirty-day period, this Agreement shall be null and void and all rights established herein shall end and terminate. It shall not be necessary for either party to state a reason for such termination. If this Agreement is terminated, the Consultant shall be paid for the services performed to the termination notice date, including reimbursable expenses then due as mutually determined between the City and the Consultant.

10. Standard of Care:

The Consultant will perform the services described in this Agreement and in any work release documents or change orders which are issued under this Agreement and signed by both parties. In performing the services, the Consultant will exercise the degree of care and skill ordinarily exercised by reputable companies performing the same or similar services at the same time in the same geographic area. The Consultant will not have any obligation to perform services not expressly described in this Agreement or in work release documents or change orders signed by the Consultant.

11. Applicable Laws:

This Agreement shall be governed, interpreted, and construed under and in accordance with the laws of the State of Connecticut.

12. Entire Agreement:

The terms and provisions herein contained constitute the entire Agreement between the parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto, and nothing contained in the terms or provisions of this Agreement shall be construed as an Agreement by the City of Meriden to directly obligate the City to creditors or employees of the Consultant.

CITY OF MERIDEN

CONSULTANT

Timothy P. Coon, City Manager
Duly Authorized

Duly Authorized

DATE

DATE