



**City of Meriden, Connecticut**

**Purchasing Department**

**Request for Proposals**

**For**

**Meriden Public Schools**

**Meriden, CT**

**RFP024-02 MPS Milk & Dairy Products**

**Responses Due: August 3, 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:

#### **RFP024-02 – MPS Milk and Dairy Products**

Meriden Public Schools is requesting proposals from qualified firms to provide Milk & Dairy products for the Meriden Public Schools.

Proposals shall be submitted on forms and in the manner specified. Forms and specifications maybe obtained from the Purchasing Department, on the City of Meriden website ([www.meridenct.gov/business/bids-rfps/](http://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 August 3, 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.

Rawle Dummett  
Purchasing Officer  
City of Meriden, CT 06450-8022  
Dated: July 10, 2023

## CITY OF MERIDEN, CONNECTICUT

### RFP024-02 – MPS Milk and Dairy Products

#### 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 August 3, 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 – RFP024-02 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.

##### 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](http://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](mailto: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. 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), one (1) year extensions. Any extension must be in writing, executed by both parties.

8. 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.

9. 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.

10. 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, *etseq.*, entitled "Discriminatory employment practices prohibited," as amended.

11. 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.

12. 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.

13. 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.

#### 14. 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.

#### 15. 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.

#### 16. ASSIGNMENT OF CONTRACT

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

#### 17. 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.





## 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**

## **RFP024-02- MPS Milk and Dairy Products for Meriden Public Schools**

### **SECTION I - GENERAL INFORMATION**

The City of Meriden Board of Education invites proposals to provide milk and dairy products for 13 schools.

The successful vendor must provide coolers for 10 schools. (See attached list) Coolers must be in very good condition.

Half pints of milk will only be accepted in 50 count cases.

Only Food Service employees can sign for delivery. You will be provided with a name and phone # if no employee is available on site.

Meriden Public Schools reserves the right to accept modifications of these specifications which, in the opinion of the Board of Education are in the best interest of the district.

Below is school information. Only Thomas Hooker, Roger Sherman, Lincoln, Edison and Platt have loading docks.

JOHN BARRY	124 COLUMBIA ST
BEN FRANKLIN	426 WEST MAIN ST
NATHAN HALE	277 ATKINS ST EXT
HANOVER	208 MAIN ST
THOMAS HOOKER	70 OVERLOOK RD
CASIMIR PULASKI	100 CLEARVIEW AVE
ISRAEL PUTNAM	133 PARKER AVE
ROGER SHERMAN	64 NORTH PEARL ST
WASHINGTON MIDDLE	1225 NORTH BROAD ST
LINCOLN MIDDLE	164 CENTENNIAL AVE
EDISON MIDDLE	1355 NORTH BROAD ST
MALONEY HIGH	121 GRAVEL ST
PLATT HIGH	220 COE AVE

### **SECTION II – REQUESTED INFORMATION**

All firms submitting a response must provide the information requested.

- Company information and background
- A current client list
- An equipment list i.e. trucks, coolers
- The attached fee proposal page
- Ordering and Delivery Procedure
- Any incentives you offer (ex. for online ordering, prompt payments etc.)

### SECTION III – ADDITIONAL INFORMATION

#### QUALITY AND STANDARDS:

1. All milk and the processing of milk shall be in complete conformity with the laws and regulations for milk and milk products as stated by the United States Department of Agriculture and the Connecticut Department of Public Health. All milk and milk products will be subject to inspection by local and state public health officials.
2. Meriden Public Schools requires that milk is rBGH free.
3. Meriden Public Schools reserves the right to test samples of milk throughout the school year to determine if milk meets specifications. If milk does not, the district may, at its discretion, cancel the contract. The quality of milk for all dairy products contained in this proposal shall meet all bacteria standards for milk as stated in the dairy laws of the State of Connecticut.
4. Defective cartons or poor tasting milk due to manufacturer's defect will be replaced by the awarded vendor at no charge.
5. Nutrition information and ingredient listing on all proposal items **MUST** be sent with the proposal. It must also be kept on file in the vendor's office throughout the Contract period. In anticipation of forthcoming federally mandated added sugar reductions in flavored milk, all flavored milks offered must contain less than 10 grams of added sugars per 8 fluid ounces.
6. Vendor to be responsible for any products recalled from a manufacturer and to provide verification, when necessary, that the products are safe to eat.
7. Vendor to have in place safe food handling and HAACP practice plans.
8. The MPS retains the right to immediately obtain any item from another vendor if deliveries are deemed unsanitary, delivered late on a consistent basis or the product(s) do not meet specifications.

#### ORDERS:

1. The Food Service Central Office Staff will be responsible for ordering items and arranging for the delivery of these items.
2. The Vendor shall accept and deliver any emergency order on short notice.
3. Estimated Quantities: It is understood that any quantities shown herein are approximate and that the contract shall cover the actual needs of each school as ordered during the term of the contract, whether more or less than the quantities shown. It is the intention of the MPS to purchase the quantities of the product indicated in this specification, and said quantities will be the basis of comparison of the proposals. However, the MPS reserves the right to increase or decrease the quantity of the product purchases at its discretion. The quantities listed are estimated only; and it is understood and agreed that the contract shall cover only the actual quantity ordered for delivery during the terms of the contract, whether more or less than the estimated quantities indicated.

**DELIVERY CRITERIA, EQUIPMENT AND FOOD SAFETY:**

1. Meriden Public Schools reserves the right to reject any product by a carrier if the truck or equipment is not in clean, sanitary condition and suitable for hauling of milk. The successful proposer shall make delivery of milk by refrigerated truck, which is to be maintained in excellent sanitary condition and shall be subject to unannounced inspections by Meriden Public Schools and/or the Meriden Health Department.
2. Deliveries are to be negotiated between the successful bidder and the Food Service Director. Deliveries will be made to all thirteen schools on the **same delivery days**, three days per week. Delivery shall include placing milk cases in coolers at the direction of each school manager or official. The crates holding the milk cartons are to be **clean at all times**.
3. Cooler delivery must be coordinated with the Food Service Director. Coolers must be kept in good running condition by the awarded proposer, at no charge to the individual school. A listing of coolers required by MPS is attached.
4. At the time of delivery, milk **MUST** have a minimum **shelf life of fourteen (14) days** and the date on the container should reflect this. The temperature of milk should be maintained at 36-38 degrees during delivery.
5. Meriden Public Schools will not accept deliveries on snow days.
6. Credits will be taken for milk delivered out of code.
7. The vendor shall be required to have representatives available at reasonable times to investigate MPS complaints and advise on use of vendor's items and/or commodities. The Food Service Director shall be provided with the name, address and phone number of such representative. In the event of any dispute concerning Milk and Dairy, the Superintendent of Schools, or his designated representative's judgment shall be final.
8. In response to the unprecedented market conditions the Meriden Public Schools will agree to consider emergency price adjustment requests as needed. When an emergency price adjustment is requested, industry standard forecasts and price indices (such as CPI/USDA Food Price Outlook) shall be utilized in determining a mutually agreed upon adjustment.

**INVOICES AND STATEMENTS**

1. Delivery slip will be left at the time of delivery to each location. Statements are to be mailed to the Meriden Public Schools Food Service Department, 22 Liberty Street, Meriden, CT, 06450.
2. Usage reports must be submitted within 72 hours upon request.

**AWARD:**

1. Meriden Public Schools reserves the right to accept or reject any or all proposals or to accept the proposal deemed in the best interest of the food service program and the Board of Education. This RFP will not be awarded solely on the lowest price.

2. If MPS cannot claim meals for reimbursement due to vendor negligence, the vendor shall reimburse Meriden Public School the actual amount of Federal and State subsidy lost for each day's failure.
3. The Agreement for this RFP will be for the period of Two (2) Years. Thirty days prior to the expiration of this Agreement, the parties may, by mutual agreement, extend it for up to three (3) additional, one (1) year term(s).

## CONTRACT TERMINATION

Meriden Public Schools reserves the right to cancel this Contract at any time the vendor's performance is, in the opinion of Meriden Public Schools, deemed unsatisfactory. In such event, Meriden Public Schools, in writing, shall notify the vendor of such unsatisfactory performance and the vendor shall be given ten (10) days to remedy the problem(s). If conditions do not meet Meriden Public Schools approval, the vendor will then be given, in writing, an additional ten (10) days notice of termination. Meriden Public Schools will be responsible for goods delivered and services rendered and accepted prior to the effective date of a termination. In the event of repeated unsanitary incidents, MPS reserves the right to terminate upon five (5) days notice.

Meriden Public Schools or the Vendor shall have the right without cause to terminate within thirty (30) days following the written notification to the other party to that effect by Certified Mail or personal delivery by agent, and upon the expiration of said thirty (30) 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.

## SECTION IV – SUBMISSION OF RESPONSES

1. Please submit three (3) copies of the Request for Proposals response package. One (1) shall be an original and two (2) can be copies. **Please submit one complete version of your proposal on a flash drive.** The sealed envelope must denote the proposer's name and address in the upper left hand corner and the words "PROPOSAL DOCUMENT – RFP024-02 to be opened at 11:00 AM" in the lower left hand corner.

2. The City reserves the right to reject any or all proposals and may waive any informality. In the event that there is a discrepancy between price written in words and in figures, the price written in words shall govern.

The City reserves the right to increase or decrease the scope of each item proposed upon at the same proposal price stated in the proposal form. The City reserves the right to correct any award erroneously made as a result of a clerical error.

3. All responses submitted will be considered to be the property of the City.

4. Any confidential information protected from disclosure under the State of Connecticut Freedom of Information Act must be clearly identified as such.

5. The successful proposer will need to submit a Certificate of Insurance. The requirements are attached.

ANTICIPATED DAILY USAGE	MILK COOLER CAPACITY	PROPERTY OF: DAIRY COMPAY OR MPS
<b>John Barry</b>	8 crate	Dairy Company
400 units	16 crate	Dairy Company
	8 crate	MPS
<b>Ben Franklin</b>	8 crate	Dairy Company
300 units	16 crate	Dairy Company
<b>Nathan Hale</b>	12 crate	Dairy Company
350 units	12 crate	Dairy Company
	8 crate	Dairy Company
<b>Hanover</b>	16 crate	Dairy Company
450 units	8 crate	Dairy Company
<b>Thomas Hooker</b>	16 crate	Dairy Company
300 units	12 crate	Dairy Company
<b>Pulaski</b>	16 crate	Dairy Company
450 units	16 crate	Dairy Company
	8 crate	Dairy Company
<b>Putnam</b>	16 crate	Dairy Company
350 units	16 crate	Dairy Company
<b>Roger Sherman</b>	8 crate	Dairy Company
350 units	8 crate	Dairy Company
	12 crate	Dairy Company
	12 crate	MPS
<b>WMS</b>	8 crate	Dairy Company
400 units	8 crate	Dairy Company
	16 crate	Dairy Company
<b>LMS</b>	16 crate	Dairy Company
500 units	12 carte	MPS
<b>EMS</b>		MPS
550 units		
<b>MHS</b>		MPS
600 units		
<b>PHS</b>		MPS
500 units		

**PROPOSAL FORM**  
**RFP024-02**  
**MPS Milk & Dairy Products**

Date of Opening: August 3, 2023  
At 11:00 AM

To: Rawle Dummett  
Purchasing Officer  
142 East Main Street, Room 210  
Meriden, CT 06450

The undersigned \_\_\_\_\_, doing business in the City/Town of \_\_\_\_\_, in the State of \_\_\_\_\_, herewith, after reading thoroughly the Specifications and other Proposal documents (including if any addendum or addenda) submit the following proposal:

**FEE PROPOSAL**

The Federal Milk Market Administrator's monthly announcements of Class I prices shall serve as the only basis for a change in the fluctuating milk price.

The formula for changing prices must mirror that of the Class one conversion calculator that is posted on the Federal Milk Market Administrator's website.

<http://www.fmmone.com>

All fluctuating bids must be based upon the June 2023 Class I price. A copy of the June 2023 Federal Milk Order No 1 must be submitted with this fee proposal.

<b>Item</b>	<b>Pack</b>	<b>Estimated Usage</b>	<b>Estimated usage per day</b>	<b>Fixed Price per Unit</b>	<b>Fluctuating Price per Unit</b>
1% Milk	8 oz	315,000	1,750		
Skim Milk	8 oz	36,000	200		
Fat Free Chocolate Milk	8 oz	630,000	3,500		
Fat Free Strawberry Milk	8 oz	50,000			
Lactose Free Milk	8 oz	9,000	50		
Sour Cream	5 LB	150			



Receipt of Addenda is acknowledged:

No: \_\_\_\_\_ Dated: \_\_\_\_\_

No: \_\_\_\_\_ Dated: \_\_\_\_\_

NAME OF BIDDER \_\_\_\_\_

ADDRESS \_\_\_\_\_

BY: \_\_\_\_\_  
Print or type name Title

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

TELEPHONE \_\_\_\_\_ E-Mail \_\_\_\_\_

-----  
PLEASE NOTE: All spaces must be filled in with figures or words or your bid may be automatically rejected.

**AGREEMENT FOR PROFESSIONAL SERVICES**  
**RFP023-02 – MPS Milk and Dairy Products**

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 Coon, City Manager  
Duly Authorized

\_\_\_\_\_  
Duly Authorized

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE