



City of Meriden, Connecticut

Purchasing Department

Request For Proposals

For

PLATT HIGH SCHOOL PHOTOGRAPHY

Meriden Board of Education, Meriden, CT

RFP024-30

Proposals Due:

April 2, 2024 @ 11:00 AM

Purchasing Department

142 East Main St. Room 210

Meriden, CT 06450

(203) 630-4115

LEGAL NOTICE

REQUEST FOR PROPOSAL

**The City of Meriden is accepting sealed proposals for:
RFP024-30**

For: **PLATT HIGH SCHOOL PHOTOGRAPHY**

For: **MERIDEN PUBLIC SCHOOLS**

The City of Meriden on behalf of Meriden Public Schools (MPS) is seeking Proposals for a school photographer to take pictures at Platt High School for yearbook and other related services. The successful photographer(s) will demonstrate proven ability in providing similar services for other school districts.

Experienced firms or individuals interested in providing such services are encouraged to respond. All Proposers are required to submit two (2) copies of their proposal. Please submit one complete copy on a flash drive.

Proposals shall be submitted on forms and in the manner specified. Forms and specifications may be obtained from the Purchasing Department's website at www.meridenct.gov/business/bids-rfps/. Proposals will be accepted at the Purchasing Department, Room 210, City Hall, Meriden, Connecticut 06450-8022 until **11:00 AM** local time on: **April 2, 2024**.

The City reserves the right waive informalities, and accept or reject any or all proposals if it is deemed to be in the best interest of the City. Proposals received after the date and time specified shall not be considered and shall be returned, unopened.

The City of Meriden is an Affirmative Action-Equal Opportunity Employer. Small, Minority, Women and Disadvantaged Business Enterprise are encouraged to respond.

Rawle Dummett
Purchasing Officer
City of Meriden, CT
06450-8022
Dated: March 4, 2024

RFP024-30 PLATT HIGH SCHOOL PHOTOGRAPHY

INTRODUCTION

The City of Meriden, on behalf of Meriden Public Schools, is seeking a Photographer for Platt High School. This proposal for school photography shall be for the 2024-2025 school year. All packages offered shall be valid for one year.

Platt High School has approximately 1,200 students enrolled. The successful photographer will be required to start taking pictures Summer/Fall 2024. The photographer is required to provide at minimum the following photography services:

- Senior class Photos in Fall
- Portraits of all students within the school to be used for yearbook and power school.
- ID cards for all students.
- Both Junior and Senior Proms (including formal portraits and candid).
- Homecoming Dance (candid)
- Stoddard Bowl
- Powder Puff
- All Formal Club Photos
- Sports Team Photos
- Winter and Spring Concerts
- Fall and Spring Productions
- Graduation
- 2 Additional Events TBD by each School

MINIMUM SPECIFICATIONS

Platt High Schools produces a yearbook each year. Therefore the photographer must have expertise in yearbook photography. This includes candid group photos of teams, student clubs, all sports teams, candid shots of students, proms, homecoming and all staff. These images must be provided on a flash drive for the yearbook. The photographer must indicate how many days, approximately, they plan to spend at the school.

Your response should include any other services that you offer as a part of the price.

Photos for yearbooks are typically completed by the first week of November, although the yearbook advisor will establish the actual schedule and all deadlines.

Pictures shall be taken at times scheduled at the convenience of the school principal, but in no event later than November 7, 2024. Photographers must deliver completed photographic packages to all participants by December 4, 2024.

PACKAGE #1 shall include, at a minimum, the following:

- A) Two (2) - 5" x 7" color print with folder
- B) Two (2) - 3 ½" x 5" or 4" x 5" color print with folder

The photographer will photograph (headshot) each student to be used for Student ID's. All senior students are to be photographed with a basic head and shoulder yearbook session at the school for FREE.

The successful photographer shall be required to provide the school with a book of photographs. The book shall consist only of the students for the respective school. This book shall be provided to the school principal when the students' packages are delivered to the school.

The successful photographer shall be required to take individual photographs of each staff member at the school and a group staff photograph at the school at no additional cost. The successful photographer shall be required to provide the school with a face book of all staff at no additional cost. If the proposer is willing to provide the staff with the opportunity to purchase a group photograph, please indicate the price with your Proposal. Staff will be offered the same opportunity to purchase their own individual photographs at the same cost as stated.

All photographers shall recognize that a charge of fifteen (15%) percent of gross sales will be collected from the successful photographer by the Meriden Public Schools.

The photographer must remit Five Hundred (\$500.00) Dollars with the Principal or his/her designee **on the day of picture-taking**. This remittance will be included as part of the school's fifteen (15%) percent of gross sales (pre-tax amount). It shall be either in cash or in the form of company check made payable to the school's individual activity fund. The balance due to the school shall be remitted no later than January 15, 2025. If the successful proposer does not remit the required Five Hundred (\$500.00) Dollars on day of picture-taking, the City of Meriden reserves the right to immediately obtain another vendor to complete this contract.

Pictures shall be in color and the school principal shall exercise the option to order either textured or smooth finished paper.

Photographs will be returned to the school sorted by grade and homeroom teacher.

Students shall be given the opportunity to order additional and/or enlarged photographs.

Bilingual scheduling notices for bulletin boards and for individual students shall be provided by the photographer and delivered to the school one week prior to the photograph session.

Bilingual announcement of availability of the photographs shall contain detailed procedures for purchasing photographs and additional and/or enlarged photographs. The photographer will provide the school four (4) 1" x ½" adhesive back record color prints of each student.

ANTICIPATED SCHEDULE

Commence Work Summer 2024

BASIS OF AWARD AND CRITERIA FOR EVALUATION:

The award will be made to the photographer whose proposal is deemed to be in the best interest of the City of Meriden, taking into consideration, but not limited to, the following criteria:

- A. Affordable senior packages.
- B. Prior experience and expertise with other high schools and yearbook advisors.
- C. Quality of pictures taken, as evidenced by samples submitted.
- D. Availability to attend school events that will be included in the yearbook.
- E. Proven ability to take group photos including sports and other activities

PROPOSAL PRICES:

All prices proposed must include complete cost of delivery and all deliveries shall comply in every respect with all applicable laws of the Federal Government and the State of Connecticut. All prices and packages offered shall be valid for one year.

SAMPLES:

Photographers are required to submit samples of their work, ideally, pictures of children taken for other districts. Proposers must also submit a sample order form listing the sizes and quantity of photos offered, along with the price for each package option. The sample shall be in a sealed envelope properly marked or the identification on the outside and inside with the contents, the name of the photographer. The City of Meriden and the Meriden Public Schools will not be responsible for any samples submitted, and further reserves the right to mutilate or destroy any samples submitted whenever it may be deemed in the best interest of the City to do so for the purpose of comparison. For the high school yearbooks, the companies considered for award will be required to have sample yearbooks available for viewing during the evaluation process.

EMPLOYEES:

The City of Meriden and the Meriden Public Schools reserves the right to conduct background checks. Proposers must state on the Proposer's Qualifications Statement if any employees and/or subcontractors are registered sex offenders in any state. Because this service requires the photographer be on school premises and requires close interaction with students, the Meriden Public Schools will not execute an agreement with a company whose employees or subcontractors are registered sex offenders in any state.

Flash Drives/Media File

The Meriden Public Schools is requiring that all individual student's pictures be saved to a flash drive. Each photo shall be saved as a .jpg file. The flash drives shall contain the files to be labeled with the student's name and student ID number. Teachers' photos do not need to be on a flash drives. This flash drive shall not be disseminated to any other municipality, school district or private company without the permission of the Superintendent of Schools.

The student ID number shall be provided by the student on their respective order form. On the sample order form there shall be a box for up to a ten (10) digit student ID number. Zeros shall be added prior to the student ID number. Example: student ID #6181 shall be labeled on flash drive as 0000006181 Smith, John. The school should be able to easily sort flash drives by grade and homeroom teacher.

Price stated on proposal page shall be shown as a price per Flash drive . If there is a cost for this, it shall be inclusive of all administrative costs, supply cost and other miscellaneous costs or other pre-approved system.

FINANCIAL OBLIGATIONS

All financial records shall be maintained by the photographer and a record of all transactions shall be given to the Director of Business Services, no later than **January 15, 2025**. All company records shall be available for inspection by the Meriden Public Schools and/or its authorized representative.

Discounts may be provided by the photographer, but must be detailed in the proposal submitted. If a discount is offered, the photographer's brochure to parents must specify details.

The photographer is responsible for all monies collected and the City of Meriden hereby notifies the successful photographer of that responsibility. The photographer must accept cash, check, money order or debit/credit cards as payment.

A sample of all notices, order forms, delivery forms and any and all other records, forms or other items used in the activities under this contract shall be submitted to the school and to the Meriden Public Schools Business Office, 22 Liberty Street, Meriden, CT 06450 within twenty (20) calendar days following the award of the contract.

The photographer shall supply the principal with the name, address and phone number of the person to be contacted relative to any information concerning this contract. The person whose name is supplied shall be available to the principal during regular business hours.

INSTRUCTIONS TO PROPOSERS

RFP024-30 MALONEY HIGH SCHOOL PHOTOGRAPHY

1. Receipt and Opening of Proposals:

All Proposals shall be submitted in sealed opaque (non-see-through) envelopes clearly labeled with the Proposer's name, address, and the name of the Project for which the proposal is submitted. The words "PROPOSAL DOCUMENT" must appear on the envelope and the time and the date the submittal is due. If mailed, the sealed envelope containing the proposal, marked as described above, shall be enclosed in another envelope properly addressed for mailing. No responsibility will be attached to any City Representative or employee for the premature opening of a proposal not properly addressed and identified.

2. Method of Proposal: Proposers shall be certified or licensed, if appropriate, by the State of Connecticut, or state of appropriate jurisdiction. The City may make such investigations as it deems necessary to determine the ability of the proposer to perform the service, and the proposer shall furnish to the city all such information and data for this purpose as the city may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of such proposer fails to satisfy the city that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

3. Addenda and Interpretations: 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 mailed by Certified Mail or e-mail to all prospective proposers at the respective address furnished for such purpose, 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.

4. Subcontractors: The proposer is specifically advised that any person, firm or other party to whom it is to award a subcontract under this contract must be acceptable to the City and that approval of the proposed subcontract award cannot be given by the City unless and until the successful proposer submits all information and evidence to the City regarding the proposed subcontractor requested by the City. Although the proposer is not required to attach such information and evidence to the proposal, the proposer is hereby advised of this requirement so the appropriate action can be taken to prevent subsequent delay in subcontract awards.

5. Method of Award – Qualified Proposer:

- (a) The City reserves the right to reject any or all proposals and may waive any informality.
- (b) In the event that there is a discrepancy between price written in words and in figures, the price written in words shall govern.
- (c) 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.
- (d) The City reserves the right to correct any award erroneously made as a result of a clerical error.

6. Corrections: Erasures or other changes in the proposal shall be explained or noted over the signature of the proposer.

7. Obligation of Proposer:

- (a) At the time of the opening of proposals, each proposer will be presumed to have read and to be thoroughly familiar with the specifications and other documents (including all addendum or addenda). The failure or omission of any proposer to receive or examine any form, instrument or

documents which has been sent to the address given by such proposer, or the failure of the proposers to familiarize themselves with the conditions relating to the specifications shall in no way relieve any proposer from any obligation in respect to the proposal.
(b) The proposer is responsible for submitting a proposal that will conform to all existing Federal, State of Connecticut, and City of Meriden statutes, ordinances, and regulations. Attention is called specifically to the state requirement relative to licensing of corporations and registrations of partnerships and fictitious names.

8. Patents: The proposer shall hold and save the City and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the City, unless otherwise specifically stipulated in the proposal documents.

9. Payments:

- a) The City will make such payments to the proposer not less than 30 days following the approval of an invoice submitted for service provided.
- b) Cash discounts offered must be for at least a period of 30 days to be considered in the awarding of contracts and discount periods shall be from the date of service, otherwise proposals should be net.
- c) 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 State Statute 12-412, such taxes should not be included in the proposal price.

10. Contract:

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

The City of Meriden reserves the right to reject any and all proposals or quotations, to waive any discrepancies in the proposals, quotations, or specifications, when deemed to be in the best interest of the City and also to purchase any part, all, or none of the service(s) specified.

11. Non-Collusive Proposal Statement: All proposers shall be required to provide a signed non-collusive statement with all the public proposals as follows:

- a) The proposal has been arrived at by the proposer independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Legal Notice for Proposals, designed to limit independent proposals or competition, and:
- b) The contents of the proposal have not been communicated by the proposer or their 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.

12. City of Meriden Code of Ethics:

The City of Meriden Code of Ethics, sections 21-1 through 21-15 of the City Code, are incorporated herein by reference and the terms of the Code of Ethics shall constitute a part of any contract or agreement entered into by the City as a result of this proposal as if those terms were set forth in such contract or agreement.

Proposers are specifically advised that the Code of Ethics prohibits public officers or employees, their immediate families and business 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 CONTRACTS, AGREEMENTS AND PROPOSALS 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.

13. Assignment of Contract:

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

14. Insurance:

The Proposer 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 Proposer 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 provided under the Proposer's policies.

The Proposer 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 Proposer 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 Proposer to any such type and limits of insurance coverage.

The insurance coverage hereinafter afforded by the Proposer 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 Proposer 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
- * All General Liability cross liability endorsements
- * 30-day written notice provision

- * A deletion of any disclaimer wording relative to providing the holder with notice of cancellation - example: “endeavor to” provide notice or wording to the effect the Carrier will not be responsible should notice not be furnished.

Each insurance policy (with the exception of Workers’ Compensation and Professional Liability) shall contain an endorsement including the City of Meriden as an Additional Insured, evidence of a Cross Liability endorsement so that each Insured’s interests are considered and treated separately in the case of claims between the insured, and an endorsement providing a 30-day Advance 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 proposer activities until such time as the insurance requirements are complied with.

Insurance Requirements:

- a. The Proposer shall procure and maintain for the life of the contract \$1,000,000.00 BI/PD combined single 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 Proposer shall procure and maintain for the life of the contract \$300,000.00 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. Proposer’s Liability and Physical damage
 - III. All Proposer’s owned (private passenger and other than private passenger)
 - IV. Any Proposer’s automobile
 - V. All Proposer’s scheduled automobiles

- c. The Proposer 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 Proposer’s employees in the event of occupational injury and/or disease.

- d. The Proposer shall procure and maintain for the life of the contract **PROFESSIONAL LIABILITY, MALPRACTICE, OR ERRORS AND OMISSION COVERAGE** protecting the Proposer against wrongful acts and liability arising from professional services. A \$1,000,000.00 single limit per claim and a \$1,000,000.00 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.



PURCHASING DEPARTMENT
ROOM 210 CITY HALL
142 EAST MAIN STREET
MERIDEN, CONNECTICUT 06450-8022

RAWLE DUMMETT
PURCHASING OFFICER

PHONE (203) 630-4115

SHALL BE SUBMITTED WITH PROPOSAL

NON-COLLUSIVE PROPOSAL STATEMENT

PROPOSAL FOR: RFP024-30 PLATT HIGH SCHOOL PHOTOGRAPHY

The undersigned proposer, having fully informed themselves regarding the accuracy of the statements made herein certifies that;

- (1) The proposal has been arrived at by the proposer independently and has been submitted without collusion with, 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 Proposals, designed to limit independent proposing or competition, and;
- (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.

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

Legal Name of Proposer

Business Address

Please Print Name and Title of Person Authorized to Sign

Signature

Date

Phone Number
& Extension

Fax Number

e-mail address

STATEMENT OF PROPOSER'S QUALIFICATIONS FOR RFP024-30

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: _____ Year Established: _____

2. Permanent main office address: _____

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

4. If a corporation, where incorporated: _____

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

6. List any employees and/or subcontractors that are registered sex offenders:

7. Personnel: Total _____ Proposed Subcontractors, if any: _____

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

9. List similar work performed within the past Five (5) Years, Including the Name and Address of each Contact Person and Telephone Number and a dollar amount of contract. You must list at least five references, two (2) of which must be Connecticut Public School Districts:

10. 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.

Date: _____ Name of Proposer: _____

By: _____ Title: _____

PROPOSAL

RFP024-30

For: PLATT HIGH SCHOOL PHOTOGRAPHY

For: MERIDEN PUBLIC SCHOOLS

Proposal Due by: April 2, 2024
11:00 AM, Local Prevailing Time

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

The undersigned, _____, doing business in the City/Town of _____
(Company Name)
_____, in the State of _____, submits herewith, in conformity

with the general instructions, conditions and specifications the following:

**HIGH SCHOOL:
PACKAGE # 1 FOR SCHOOL YEAR 2024-2025.**

High School Package #1 shall include, at a minimum, the following:

- A) Two (2) - 5" x 7" color print with folder**
- B) Two (2) - 3 1/2" x 5" or 4" x 5" color prints with folder**

PRICE PER PACKAGE:

	\$ _____
Written Figures	Dollars and Cents

DISCOUNT OFFERED, IF ANY:

	\$ _____
Written Figures	Dollars and Cents

SUBMIT ALL OTHER PACKAGES PROPOSED, WITH QUANTITY, SIZE and TYPE OF PAPER, AS SPECIFIED, SEPARATELY.

Approximate number of days you plan on spending on site to take yearbook pictures, as specified: _____ School Days

Receipt of Addenda is Acknowledged:

No.: _____ Dated: _____

No.: _____ Dated: _____

Proposer: _____

Address: _____

_____ Zip Code _____

By: _____

Name (Please Print or Type)

Title

Signature: _____

Dated: _____ Telephone: _____ Fax: _____ E-Mail: _____

PLEASE NOTE: All spaces must be filled in with figures or words or your proposal may be automatically rejected. Attach your Non-Collusive Proposal Statement, Statement of Proposer's Qualifications, This form, and all package details you are proposing.

PLEASE REMEMBER TO SUBMIT YOUR COMPLETE PROPOSAL ON A FLASH DRIVE

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, made on this _____ day of _____, 20____, 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 it 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 Attachment 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. **City Provided Services:**

The City shall make available to the Consultant without cost, copies of all maps, plans, reports and other data related to the project in possession of the City.

4. **Miscellaneous Requirements:**

- 4.1 The Consultant shall be responsible for the work and its 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 his 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 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, employees, or subcontractors in connection with the Project, and/or under this Agreement.

8. **License:** - If Applicable

The Consultant shall ensure that the Consultant, in responsible charge of work, possess and maintain a valid State of Connecticut license as required by State Statute and the State Building Code as noted in the October 30, 1987, memorandum from the Commissioner of Consumer Protection to the officials of Meriden.

9. **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 coverages 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 coverages 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
- * All General Liability cross liability endorsements
- * 30-day written notice provision
- * A deletion of any disclaimer wording relative to providing the holder with notice of cancellation - example: "endeavor to" provide notice or wording to the effect the Carrier will not be responsible should notice not be furnished.

Each insurance policy (with the exception of Workers' Compensation and Professional Liability) shall contain an endorsement including the City of Meriden as an Additional Insured, evidence of a Cross Liability endorsement so that each Insured's interests are considered and treated separately in the case of claims between the insured, and an endorsement providing a 30-day Advance 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 \$300,000.00 BI/PD combined single 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 \$300,000.00 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. Consultant's Liability and Physical damage
 - III. All Consultant's owned (private passenger and other than private passenger)
 - IV. Any Consultant's automobile
 - V. All Consultants' 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 Consultant's employees in the event of occupational injury and/or 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 \$1,000,000.00 single limit per claim and a \$1,000,000.00 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.

10. **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.

11. 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.

12. 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.

13. Applicable Laws:

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

14. 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

Emily E Holland, Acting City Manager
Duly Authorized

Duly Authorized

DATE

_ DATE