

LEGAL NOTICE

The City of Meriden is Accepting Sealed Proposals For:
RFP 020-06 – Gravestone Restoration and Repair

The City of Meriden is soliciting proposals to perform repair and restoration services for approximately fifteen (15) broken and/or damaged monuments located at East Cemetery owned by the City. The successful firm(s) shall have extensive, successful experience in providing such service.

Sealed Request for Proposals shall be submitted in the manner specified to the Purchasing Department, Room 210, 142 East Main Street, City Hall, Meriden, CT 06450-8022 until **4:00 PM on September 19, 2019**. Request for Proposals received after the date and time specified shall not be considered and shall be returned unopened. **A NON-Mandatory site walk will be held on September 10, 2019 at 10:00 AM. Attendance is STRONGLY RECOMMENDED.**

The successful firm(s) shall ensure that any appropriate licenses or certifications required by the State of Connecticut are maintained for the duration of the project. The firm must meet all municipal, state and federal affirmative action and equal employment opportunity practices

Minority owned firms are invited to submit their qualifications independently or as a joint venture with other consultants for the entire assignment.

The City of Meriden reserves the right to reject any or all Requests for Proposals and to accept any or all Requests for Proposals, if it is deemed to be in the best interest of the City of Meriden.

For additional information go to www.meridenct.gov.

Adam B. Tulin, M.P.A.
Purchasing Officer
City of Meriden
Dated: August 26, 2019

**REQUEST FOR PROPOSAL
FOR
GRAVESTONE RESTORATION AND REPAIR
AT EAST CEMETERY, MERIDEN, CT**

RFP020-06

A. SCOPE OF SERVICES

The City of Meriden is soliciting proposals to perform repair and restoration services for approximately twelve to fifteen (12-15) broken and/or otherwise damaged monuments located at East Cemetery in Meriden, CT.

East Cemetery was established in the 1850's and has an area of approximately 5.56 acres of land fronting Miles Place and Collins Parkway. For many years in more modern history, the City was not responsible for maintaining the property or burials. The cemetery has recently received renewed interest following a 2016 assessment and study of the property.

The purpose of this RFP is to review current conditions, receive recommendations for best practices, and ultimately retain a firm to repair the existing damaged monuments. The City is aware that other services, such as tree trimming may be required at the site; the intent of this project is limited specifically to the repair, restoration, resetting, and/or stabilization of the monuments or markers currently identified as damaged. **See attached photos for current conditions.**

The City is seeking to have the repairs completed by a target date of December 31, 2019. Please include in your proposal a recommended timetable for completion of proposed tasks.

B. SUBMISSION DEADLINE

A **NON-MANDATORY, but highly recommended**, site visit will be held at East Cemetery at **10:00 a.m., September 10, 2019**. Attendees should meet at the **Miles Place** entrance to the cemetery, set back off East Main Street. Attendance is not required, but encouraged.

Six (6) copies of the response to this RFP must be received by 4:00 PM on September 19, 2019. Proposals shall be addressed and delivered to the Purchasing Office, 142 East Main St, Rm 210, Meriden, CT 06450. The sealed envelope must have the company's name and address in the upper left hand corner and clearly marked "**RFP020-06: GRAVESTONE RESTORATION AND REPAIR**" in the lower left hand corner.

All proposals shall be opened publicly and recorded as received. There will be no public reading of proposals. Proposals received later than time and date specified will not be considered. No proposal may be withdrawn within 60 days after the submission due date.

C. QUALIFICATIONS

Eligible proposers will be those consultants, companies, or institutions that have the following qualifications:

- A proven track record of restoring, repairing, resetting, stabilizing, etc, historic gravestones and markers.
- Demonstrated practical knowledge and expertise in regard to “best practices” related to gravestone/monument repair and restoration.
- Knowledge of any and all applicable federal and state laws and regulations as they may apply to this work.
- Experience in the Northeast United States is required, with preference to those firms with prior experience within the State of Connecticut.

D. CONTENT OF PROPOSAL

Firms are requested to provide the following information with the written submission:

1. Letter of Transmittal
2. Title page that includes the project name, firm name, address, telephone and fax numbers, names of primary contacts and date.
3. Background statement on the firm, discipline capabilities, principals, staff availability and location.
4. Firms understanding and approach to the project.
5. Fee Proposal including estimated hours and breakdown for each task
6. Provide three (3) relevant professional references on similar projects. For these projects, identify and provide name and contact information from each organization for whom the work was performed.
7. List your skills, types of work done by you, yourself and types of work you will outsource and where extra labor will provided, if required.
8. Services expected of the City. Identify and quantify in terms of the time, nature and scope any services to be provided by the Town.
9. Outline a proposed schedule and the actions necessary to implement the recommendations. Such plan shall consider and address impediments to implementing the recommendations, measures to address such impediments, and alternative recommendations in case such impediments cannot be overcome.
10. A signed Non-Collusive Statement (included in this package).

E. QUESTIONS AND ADDENDA

Questions about this RFP may be directed to Adam B. Tulin, Purchasing Officer, by email meridenpurchasing@meridenct.gov or fax (203) 630-3852 or no later than 7 days prior to the date proposals are due. All information given by the City except by written addenda shall be informal and shall not be binding upon the City nor shall it furnish a basis for legal action by any Proposer or prospective Proposer against the Town.

Answers to these questions will be addressed in an addendum which will be issued on the City of Meriden Web site at <https://www.meridenct.gov/business/bids-rfps/>. **It shall be the responsibility of the bidder to download this information. THE CITY OF MERIDEN WILL NOT MAIL A SEPARATE HARD COPY OF ADDENDUM TO BIDDERS.** No addendum will be issued less than 2 (two) calendar days before the scheduled bid opening unless it is to postpone the bid.

F. SELECTION PROCESS

Proposals will be reviewed by a selection committee of three or more City staff and short-listed to a maximum of four (4) qualified consultants based upon the following evaluation criteria.

- Quality of proposal
- Demonstrated experience of the firm and key personnel on similar projects
- Qualifications of assigned personnel
- Understanding and approach to work

The short-listed firms may be asked to attend an interview with the committee at which they will be given twenty minutes to present their qualifications and experience and twenty minutes to answer questions from the committee. The committee will then select a consultant based on the interview, qualifications, demonstrated experience of firm and assigned personnel, project approach and proposed fee.

INSTRUCTIONS TO PROPOSERS

RFP020-06 Gravestone Restoration and Repair

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@meridenc.t.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

- 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**

**ADAM B TULIN, MPA
PURCHASING OFFICER**

PHONE: 203-630-4115

Shall Be Submitted With Proposal

NON-COLLUSIVE PROPOSAL STATEMENT

PROPOSAL FOR: RFP020-06 Gravestone Restoration and Repair

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 Proposal, designed to limit independent proposals 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 Proposal 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 & Ext.

Fax Number

E-mail address

**AGREEMENT
FOR RFP020-06
GRAVESTONE RESTORATION AND REPAIRS**

This AGREEMENT, made as of this **day of , 2019**, by and between the City of Meriden, hereinafter called the "CITY" and hereinafter called the "CONTRACTOR".

WHEREAS, the City is desirous of engaging a Contractor for restoration and repair of Gravestones at East Cemetery, Meriden, CT 06450.

And;

WHEREAS, the Contractor is in the business of providing such services;

NOW THEREFORE, the parties mutually agree as follows:

- 1) AGREEMENT OF THE PARTIES: The City hereby contracts for, and the Contractor hereby agrees to perform the work as stated in the minimum specifications as required by the City at the locations requested.
- 2) SCOPE OF SERVICES: The Contractor shall assure all sidewalks on Cottage, Orient and Newton Streets are in accordance with attached minimum specifications.
- 3) In the event of any dispute concerning the sidewalk work on Cottage, Newton and Orient Streets, the City's judgement shall be final.
- 4) The agreement shall begin **, 2019 and end 2019** unless extended or terminated.
- 5) A. The City shall pay the Contractor:
In accordance with the proposal pages.
- 6) AUDITS: At any time during normal business hours, and as often as maybe deemed necessary, the Contractor shall make available for examination of all records with respect to all matters covered by this Agreement and will permit authorized City, State, and/or Federal Officials to audit, inspect, examine and make excerpts or transcripts, from such records and to make audits of all contracts, invoices, payrolls, and other data relating to all matters covered by this Agreement.
- 7) It is understood that under this Agreement, the services of the Contractor shall be as an independent Contractor and not as an employee of the City, and that persons employed by said Contractor providing services under this Agreement shall be the employees of the Contractor and not of the City.

- 8) The Contractor shall assume full responsibility for conforming to all requirements for and save the City and its Agents harmless from any and all claims that could arise in such
- 9) INSURANCE: The Contractor shall provide and maintain a Certificate of Insurance for the duration of this Agreement naming the City of Meriden as ADDITIONAL INSURED and with the types and limits stated in the Insurance Requirements section.
- 10) TERMINATION: The City or the Contractor shall have the right without cause to terminate within fifteen (15) 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 fifteen (15) 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.
- 11) LIQUIDATED DAMAGES. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Section 4 above, plus any extensions thereof allowed in accordance with Article 7 of the Information to Quoters. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Two Hundred-Fifty Dollars (\$250.00)** for each day that expires after the time specified in Section 4 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in Section 4 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **Two Hundred-Fifty Dollars (\$250.00)** for each day that expires after the time specified in Section 4 for completion and readiness for final payment.
- 12) The QUOTE DOCUMENTS are hereby made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated.

CONTRACTOR:

_____ Date: _____

Duly Authorized

CITY OF MERIDEN:

_____ Date: _____

Timothy Coon, City Manager
Duly Authorized