



City of Meriden, Connecticut

Purchasing Department

Request for Qualifications

For

RFQ025-10

The Supply and Delivery of Methanol

Meriden, CT

Proposals Due: November 21, 2024 @ 11:00 AM

Purchasing Department

142 East Main St. Room 210

Meriden, CT 06450

(203) 630-4115

LEGAL NOTICE

RFQ025-10 The Supply and Delivery of Methanol

The City of Meriden will receive sealed statements of qualifications for the supply and delivery of methanol to our sewage treatment plant.

Forms and specifications may be obtained from the Purchasing Department, on the City of Meriden website (www.meridenct.gov/business/bids-rfps/) and on the State of Connecticut Department of Administrative Services website (<https://webprocure.proactiscloud.com>). Proposals shall be accepted at the Purchasing Department, 142 East Main Street, Room 210, Meriden, Connecticut 06450 until **11:00 A.M. local, Eastern Standard Time** November 21, 2024, at which time they will be opened and recorded. Any proposals received after the time and date specified shall not be considered. Proposals received after the date and time specified shall not be considered.

The City reserves the right to waive informalities, and accept or reject any or all proposals if it is deemed to be in the best interest of the City.

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

Rawle Dummett
Purchasing Officer
Dated: October 24, 2024

CITY OF MERIDEN, CONNECTICUT

RFQ025-10 The Supply and Delivery of Methanol

INFORMATION TO PROPOSERS

1. SUBMITTAL PROCEDURES

Sealed Proposals shall be submitted on the forms designated by the attached proposal bid forms. 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 a.m. on November 21, 2024, at which time they will be opened and recorded. Any responses received after the date and time specified will not be considered.

2. PROPOSALS

Proposals are to be submitted on the attached proposal forms. Please submit two copies of the proposal forms and Proposer's Qualification Statement. One shall be an original and one can be a copy. **Please submit one complete copy of your proposal on a flash drive.**

PROPOSALS WILL BE AUTOMATICALLY REJECTED FOR ANYONE SUBMITTING A SURETY OTHER THAN THOSE SPECIFIED.

- a. Proposals must be made out and signed in the corporate, or other, name of Bidder, and must be fully and properly executed by an authorized person.
- b. The sealed envelope must denote the Proposal's name and address in the upper left hand corner and the words "RFP DOCUMENT – To Be Opened at 11:00 a.m." 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 proposals received later than the date and time set forth in the proposal opening will not be considered.
- e. All prices must be in ink or typewritten. In the event of a bidder's mathematical error in tabulating any bid prices, *the written unit prices shall govern.*

3. QUALIFICATIONS

Proposers will be required to fill out, and include as part of its bid, any attached Qualification Statement.

In determining the qualifications of a proposer, the City of Meriden will consider the proposer's record of performance in any prior contracts for construction work. The City of Meriden expressly reserves the right to reject a submittal 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 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 the drawings.

The City of Meriden and its agents do not have any responsibility for the accuracy, completeness, or sufficiency of any bid 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 proposal opening. Any and all such interpretations, and any supplementary instructions, will be in the form of a written addenda to the specifications which, if issued, will be made available on the City of Meriden website (www.meridenct.gov) unless it is to change the date fixed for the opening of proposals, not later than three (3) days prior to the date fixed for the proposal opening. 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 proposal document must be submitted in writing via email to meridenpurchasing@meridenct.gov. Any other format of question will not be answered.

5. PROPOSAL TO REMAIN OPEN

No proposer may withdraw its proposal within sixty (60) days of the date of the opening. 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 the Department of Public Utilities (WPCF) following evaluations of the proposals submitted, 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 proposers, in whole or in part, to award any item, group of items, or total bid, and to waive informality or technical defects, if it is deemed to be in the best interest of the City of Meriden.

7. PROTEST PROCEDURE

In the event that any proposer wishes to protest the potential award of a bid, or any procedure of act in the advertising or soliciting of the bids, said bidder must make said protest in writing, which shall state the reason therefore and request a conference with respect thereto. Said protest must be received in the City Purchasing Office within **FIVE (5)** business days after the delivery of bid results or decisions. A conference with respect to said protest shall be scheduled by the Purchasing Officer forthwith and shall be attended by him or his designee and such other persons as the Purchasing Officer and the City Manager shall require to attend. The subject matter of said conference shall be limited to the reasons for the protest specified in the written request for said conference. Said conference shall also include a discussion of all possibilities for a resolution of dispute. The City shall make a decision in writing within three (3) business days after said conference and forward the same to the protesting bidder forthwith. In the event that any protesting bidder wishes to take legal action against the City, they must fully comply with all of these instructions to bidders.

8. CITY OF MERIDEN, LOCAL PREFERENCE

In determining the lowest responsible bidder, the Purchasing Department shall also consider Local Preference.

This section shall not apply in those instances where the bid requested involves a cooperative purchasing arrangement between the City of Meriden and other municipalities or the State of Connecticut.

Bidders are specifically advised that the City of Meriden has adopted Section 3-14 of the Code of the City of Meriden which requires, but is not limited to, a local preference requiring, in part, that a “City-based business” shall mean a business with its principal place of business located within the boundaries of the City of Meriden. A business shall not be considered a “City-based business” unless evidence has been submitted, satisfactory to the Purchasing Department, with each bid (forms included in bidding documents) to establish that the bidder has a bona fide principal place of business, operates out of, or pays property taxes on personal property in the City of Meriden.

Any City-based business bidder which has submitted a bid not more than ten (10) percent higher than the low bid provided such City-based business bidder agrees to accept the award of the bid at the amount of the low bid. The acceptance shall be submitted in writing to the Purchasing Department no later than next business day following the opening of the bid. For example, a bid opened at 11:00 a.m. on a Monday must be accepted by the City-based bidder no later than 11:00 a.m. on Tuesday. If more than one City-based business bidder has submitted bids not more than ten (10) percent higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be one of the City-based business bidders which has submitted the lowest bid.

Bidders claiming status under the local preference are hereby required to submit with its bid an additional form, titled “Request for Status as a Meriden Based Business.”

9. EXTENSION OF AGREEMENT

Thirty (30) days prior to the expiration of the resulting contract, the parties may, by mutual agreement, extend the contract for up to three (3), one (1) year extensions. Any extension must be in writing, executed by both parties.

10. TIME

Inasmuch as the contract concerns a public improvement, the provisions of the contract relating to the time of performance and completion of the work are of the essence of the contract. Accordingly, the successful bidder/contractor ("Contractor") shall begin work on the day specified in paragraph 2.04 of the General Conditions and shall perform the work diligently so as to permit full use not later than the first day following the construction period established in the Contract. See paragraph 10 entitled "Liquidated Damages" of the Agreement between City of Meriden, as owner, and the Contractor.

11. SCHEDULE OF WORK

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

12. 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 bidder.

13. FAIR EMPLOYMENT PRACTICES

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

14. FORM OF AGREEMENT BETWEEN CITY OF MERIDEN AND CONTRACTOR

The Agreement for the work will be written on the Agreement between City of Meriden and Contractor, wherein the basis of payment is a stipulated sum.

15. 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.

16. 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.

Bidders 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. Bidders are also advised that the Code of Ethics contain provisions with respect to paid contractors and former employees and officials.

BIDDERS SHOULD NOTE THAT BIDS, 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.

17. NON-COLLUSION BID STATEMENT

Each bidder submitting a bid to the City of Meriden for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto the sworn Non-Collusive Bid Statement, to the effect that the bidder has not colluded with any other person, firm, or corporation in the submission of the bid.

18. AWARD IN CASE OF A TIE

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

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

The above-referenced provisions do not apply to those situations in which more than one City-based business responsible bidder has submitted bids not more than ten (10) percent higher than the lowest bid and has agreed to accept the award of the bid at the amount of the lowest bid. Under such circumstances, the provisions of the Code of the City of Meriden, section 3-14, are controlling, as set forth under Section 8 of this 'Information to Bidders.'

19. ASSIGNMENT OF CONTRACT

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

20. PERMITS

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

21. BID 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 bid price.

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

22. QUALITY

All materials, equipment, supplies, and services shall be subject to rigid inspection. If defective material, equipment, supplies, or services are discovered, the Contractor 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 Contractor or release Contractor 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.

23. INSURANCE

The successful bidder 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.

24. CITY HALL CLOSING

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

RFQ025-10 The Supply and Delivery of Methanol

This Request for Qualifications (“RFQ”) will identify qualified vendors to supply and deliver “Methanol” for the City of Meriden (the “City”) to: Meriden Water Pollution Control Division, 226 Evansville Avenue, Meriden, Connecticut. The supply period will be for twelve (12) months after the date of the Notice of Qualification.

The supply and delivery of methanol will be done in a series of separate monthly contracts for up to 7,000 gallons each month delivered to Meriden.

The documents comprising this RFQ may be obtained on the City of Meriden’s website, www.Meridenct.org, under “Bids and Requests for Proposals.” **Each bidder is responsible for checking the City’s website; <http://www.Meridenct.org> “Businesses”/ ”Bids & RFPs.” to determine if the City has issued any addenda and, if so, to complete its submission in accordance with the Invitation as modified by the addenda.**

The City reserves the rights to amend or terminate this Invitation, accept all or any part of a bid, reject all bids, waive any informalities or non-material deficiencies in a submission, and qualify bidders and award the contract(s) to the bidder(s) that, in the City’s judgment, will be in the City’s best interests.

This Invitation includes:

1. Standard Instructions and Terms
2. Specifications
3. Insurance Requirements
4. RFQ Form for prequalification
5. Proposer’s Legal Status Disclosure Form
6. Proposer’s Certification Concerning Equal Employment Opportunities and Affirmative Action Policy
7. Non Collusion Affidavit
8. Proposer’s Statement of References
9. Addenda, if any

RFQ025-10 The Supply and Delivery of Methanol

STANDARD INSTRUCTIONS AND TERMS

1. INTRODUCTION

The City of Meriden (the “City” or “Meriden”) seeks sealed statements of qualifications for the supply and delivery of methanol, as described more fully in the Specifications, for the treatment plant of the Meriden Water Pollution Control Division, 226 Evansville Avenue, Meriden, Connecticut for up to twelve (12) months after the date of the Notice of Qualification, as more specifically described in this RFQ.

If there are any conflicts between the provisions of these Standard Instructions and Terms and any other documents comprising this Invitation, these Standard Instructions and Terms shall prevail.

2. RIGHT TO AMEND OR TERMINATE THE INVITATION AND PO PROCESS

The City may, before or after bid opening and in its sole discretion, clarify, modify, amend or terminate this RFQ if the City determines it is in the City’s best interests. Any such action shall be effected by a posting on the City’s website, www.Meridenct.org, under “Bids and Requests for Proposals.” **Each proposer is responsible for checking the City’s website to determine if the City has issued any addenda and, if so, to complete its submission in accordance with the Invitation as modified by the addenda.**

3. OBTAINING THE INVITATION

All documents that are a part of this Invitation may be obtained on the City’s website, www.Meridenct.org, under “Businesses” / “Bids and RFPs.”

Methanol pricing must be submitted on the Proposal Form, a sample of which is included in this Invitation. The price quoted shall be the price per gallon as delivered to the Municipalities tanks. Prices shall include all costs incidental to the loading and delivery into the Municipalities tanks with all labor, equipment, tools, and accessories thereto to be furnished by the proposer. **The delivered price shall include any fuel surcharge for the delivery.**

All blank spaces for bid prices must be completed in ink or be typewritten on the Proposal Form; proposal prices must be stated in both words and figures. Each proposal must be submitted on the attached form and all blank spaces for prices must be completed in ink or be typewritten and state the price in both words and figures. Proposal prices shall include all labor, materials and equipment necessary to supply and deliver the methanol in accordance with this Invitation. The person signing the Proposal Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as “SAME” shall not be used on the Proposal Form.

An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this RFQ.

4. QUESTIONS AND AMENDMENTS

Questions concerning the process and procedures applicable to this RFQ are to be submitted in writing (including by e-mail) and directed **only to**:

Department: Meriden Purchasing
E-mail: Meridenpurchasing@meridect.gov

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

5. TAX EXEMPTION

The City is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. City of Meriden: Federal Tax Exempt #06-6001971. Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1).

6. REQUIRED STATEMENTS RE: EQUIPMENT AND SUPPLY SOURCE

Each initial submission must include a description of the bidder's plant and delivery equipment, listing stationary bulk tank capacity and where located, together with a list of carriers available for servicing the POs, tank capacity of each and where located. Each proposer must also provide the name and address of its methanol supplier. **A qualified vendor shall notify the Municipality in writing within three (3) business days of a change in its methanol supplier, which notice shall contain the name and address of its new methanol supplier(s).**

7. PRESUMPTION OF SUBMITTER'S FULL KNOWLEDGE

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

Each submitter is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this Invitation or to the supply and delivery of the methanol described herein.

Before preparing its proposal, each submitter shall thoroughly familiarize itself with all conditions of the property where the methanol is to be supplied and delivered. The submission of a bid shall be construed as an assurance of such familiarity with property conditions. No claims for compensation for additional labor, equipment and materials for difficulties encountered will be recognized.

By submitting a proposal, each submitter represents that it has thoroughly examined and are familiar with the City's requirements and the purchase process described in this RFQ, and it is capable of supplying and delivering the methanol to achieve the City's objectives.

8. SAMPLING AND TESTING

A City representative may, for testing purposes, take samples from the storage tanks of qualified bidders. The costs and expenses of such analysis or testing shall be the sole responsibility of the qualified bidder, and the City shall have no liability for such costs and expenses. If the test results indicate that the methanol does not comply with the Specifications of this Invitation, the City will not accept methanol from such tank(s). Methanol not meeting the Specifications shall be immediately removed at no cost or expense to the City.

Whenever the City suffers damages, losses, penalties, fines and/or other expenses related to the supply of methanol not meeting the Specifications or to the qualified bidder's defective equipment and/or its negligent operation, the City may, in its sole discretion, hold the qualified bidder liable for such damages, losses, penalties, fines and/or other expenses. The City also reserves the right to suspend deliveries and/or withdraw that proposer's qualification.

9. DELIVERIES

All Meriden deliveries shall be made to the Meriden Water Pollution Control Facility, 226 Evansville Avenue, Meriden, CT at such times as requested by Meriden City personnel and in such quantities as ordered. Each delivery shall be metered at the delivery point.

Each delivery shall be accompanied by a delivery ticket. The ticket shall show the total number of gallons delivered. All such delivery tickets shall be completed to the City's satisfaction. Delivery may be required during extremely bad weather conditions, and deliveries may also be required under any condition, providing truckers can maintain their trucks on the road. Deliveries are to be made only Monday thru Friday between the hours of 7:00 am and 1:30 pm.

10. PAYMENT

Invoices shall be furnished to the Superintendent of the Wastewater Treatment Plant for verification of the amount of methanol supplied and approval of the invoiced amount. Invoices shall summarize all deliveries and charges for the preceding month, including quantity delivered unit price, and net cost. Payment shall be made within 30-45 days after invoice approval.

END OF STANDARD INSTRUCTIONS AND TERMS

RFQ025-10 The Supply and Delivery of Methanol

SPECIFICATIONS

As described in more detail above, the purpose of this RFQ is to obtain prices, after the date of the Notice of Qualification, from qualified bidders to supply and deliver up to 7,000 gallons of methanol each month to Meriden Water Pollution Control Division.

All deliveries must be made in a timely manner in order to protect against a shutdown of operations due to lack of product.

Each qualified proposer must ensure that its vehicles and drivers comply with all D.O.T. and OSHA regulations concerning the transporting and off-loading of the methanol, including requirements for personal protection equipment during off-loading.

The methanol to be supplied and delivered must meet the latest version of ASTM D 1152, "Standard Specification for Methanol (Methyl Alcohol)," and each of the following additional specifications:

ITEMS	LIMIT	METHOD
Purity, wt%, min	99.85	IMPCA 001
Specific Gravity, 20C/20C	0.791-0.793	ASTM D891
Distillation Range C at 760 mm Hg	1.0 incl. 64.6+/-0.1)	ASTM D1078
Color, Pt-Co, max.	5	ASTM D1209
Odor	Characteristic non-residual	ASTM D 1296
Carbonizable impurities Color, Pt-Co, max.	30	ASTM E 346
Appearance	Clear, no sediment	Visual
Nonvolatile content, Mg/kg, max.	10	ASTM D 1353
Potassium Permanganate, Minutes, min.	60	ASTM D 1363
Acetone + Aldehydes, Wt%, max.	0.003	ASTM E 346
Acetone, wt%, max.	0.002	ASTM E346 modified
Ethanol, wt%, max.	0.001	ASTM E 346
Chloride, Cl ⁻ , wt%, max.	0.00005	IMPCA 002
Sulfur, wt%, max.	0.00005	ASTM D 3961
Total iron, wt%, max.	0.00001	ASTM D 394
Hydrocarbons	Pass test	ASTM D 1722
Acidity, wt%, max.	0.003	ASTM D 1613

ITEMS	LIMIT	METHOD
Water miscibility	No turbidity	

The qualified proposer shall account for loss of methanol due to agitation enroute and during loading and unloading and evaporation.

For ASTM standards, please visit the ASTM website, www.astm.org, or contact ASTM customerservice at service@astm.org.

A certificate of analysis shall be supplied with each delivery and Material Safety Data Sheets shall be submitted with each delivery.

END OF SPECIFICATIONS

RFQ025-10 THE SUPPLY AND DELIVERY OF METHANOL

INSURANCE REQUIREMENTS

The successful bidder agrees to maintain in force at all times during the Contract the following coverages placed with company(ies) licensed by the State of Connecticut which have at least an “A-“ VIII policyholders rating according to Best Publication’s latest edition Key Rating Guide.

		(Minimum Limits)
General Liability*	Each Occurrence	\$2,000,000
	General Aggregate	\$4,000,000
	Products/Completed Operations Aggregate	\$4,000,000
Auto Liability*	Combined Single Limit Each Accident	\$1,000,000
	Umbrella* (Excess Liability)	\$1,000,000
	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000

* The City of Meriden shall be named as “Additional Insured.” Coverage is to be provided on a primary, noncontributory basis. Waiver of subrogation must be provided.

If any policy is written on a “Claims Made” basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the Contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the Contract for two (2) years from the completion date.

Workers’ Compensation and Employers’ Liability	WC Statutory Limits	
	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

Original, completed Certificates of Insurance must be presented to the City, prior to Contract execution. The successful bidder agrees to provide replacement/renewal certificates at least sixty (60) days prior to the expiration of the policy. Should any of the above described policies be cancelled before the expiration date, written notice must be given to the City thirty (30) calendar days prior to cancellation.

END OF INSURANCE REQUIREMENTS

CITY OF MERIDEN, CONNECTICUT

RFQ025-10 THE SUPPLY AND DELIVERY OF METHANOL

PROPOSER'S FULL LEGAL NAME: _____

PRICE

Pursuant to and in full compliance with the Invitation, the undersigned proposer, having thoroughly familiarized itself with the property where the methanol is to be supplied and delivered, and having thoroughly examined each and every document comprising the Invitation, including any addenda, hereby offers and agrees as follows:

If designated as low proposer, to supply and deliver FOB the methanol described in the Specifications, upon the terms and conditions of the Invitation, to the locations set forth in the Invitation and for the price per gallon specified in the proposal.

ACKNOWLEDGEMENT

In submitting this Proposal Form, the undersigned proposer acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the supply and delivery called for in the Invitation. No additional payment of any kind will be made for such supply and delivery under the price(s) as proposed.

REQUIRED DISCLOSURES

1. Exceptions to/Clarifications of/Modifications to the RFQ

_____ This proposal does not take exception to or seek to clarify and/or modify any requirement, term, condition or provision of the Invitation. **The proposer agrees to all requirements, terms, conditions and/or provision of the Invitation.**

OR

_____ This proposal takes exception(s) to or seeks to modify or clarify certain aspects of the requirements, terms, conditions or provisions of the Invitation. **Attached is a sheet fully describing each such exception, clarification or modification.**

2. State Debarment List

Is the bidder on the State of Connecticut's Debarment List?

_____ Yes

_____ No

3. Occupational Safety and Health Law Violations

Has the bidder or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the bid (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid?

_____ Yes If "yes," attach a sheet fully describing each such matter.

_____ No

4. Arbitration/Litigation

Has either the bidder or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any pending or resolved arbitration or litigation?

_____ Yes If "yes," attach a sheet fully describing each such matter.

_____ No

Criminal Proceedings

Has the bidder or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings?

_____ Yes If "yes," attach a sheet fully describing each such matter.

_____ No

Ethics and Offenses in Public Projects or Contracts

Has either the bidder or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

_____ Yes If "yes," attach a sheet fully describing each such matter.

_____ No

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID BID, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE BID. SUCH SIGNATURE CONSTITUTES THE BIDDER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE INVITATION, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

BY _____
(PRINT NAME)

(TITLE)

(SIGNATURE)

(DATE)

(TELEPHONE)

(E-MAIL)

END OF PROPOSAL FORM

1. Minority owned business? _____ yes _____ no
2. Years organized. _____
3. Is your company a corporation _____ yes _____ no
If yes where incorporated? _____
4. How many years have you been engaged in business under your present firm name? _____
5. Former Firm Name (if any) _____
6. List total number of Personnel _____
7. 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
8. List Vehicles and Equipment that you will use to perform this work: (show age of vehicles and equipment, sizes, capacities, etc.)

9. List the work to be performed by Subcontractors and summarize the dollar value of each subcontract.

10. List the name and address of the more important contracts recently completed by you, starting the approximate gross cost for each, and the month and year completed:

11. General character of work performed by you _____

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

13. Have you ever defaulted on a contract? If so where and why?

14. Have you ever filed bankruptcy: _____ Please explain: _____

15. Will you, upon request, furnish any information that may be required by the City of Meriden? _____

16. The undersigned hereby authorizes and request any person, firm or cooperation to furnish any information requested by the City of Meriden, in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this _____ day of _____, 20____
day month year

Name of Proposer

Title

State of _____
County of _____

_____ being duly sworn deposes and says that they are
Name _____ of _____
title name of organization
and that the answers to the forgoing question and all statement therein contained are true and correct

Subscribed and sworn to before me
this _____ day of _____ 20____
day month year

Notary Public signature

My commission expires _____

CITY OF MERIDEN



RFQ025-10 THE SUPPLY AND DELIVERY OF METHANOL

PROPOSAL FORM

PROPOSER'S FULL LEGAL NAME: _____

BID PRICE (for Supply & Delivery) \$ _____

To supply and deliver the Methanol, as described in our RFQ Specifications and to the delivery location address as specified for the following total price per gallon.

(Write out in Words)

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID BID, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE BID. SUCH SIGNATURE CONSTITUTES THE BIDDER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE INVITATION AND AGREES TO BE BOUND THEREBY AND THERETO.

BY _____
(PRINT NAME)

(TITLE)

(SIGNATURE)

(DATE)

(TELEPHONE)

(E-MAIL)

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, made on this ____ day of January 2024, by and between the City of Meriden, 142 East Main Street, Meriden, CT 06450 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 or employees 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

- 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.
 - \$1,000,000.00 each accident
 - \$1,000,000.00 disease policy limit
 - \$1,000,000.00 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

Brian P. Daniels, City Manager
Duly Authorized

Duly Authorized

DATE

DATE