



City of Meriden, Connecticut

Purchasing Department

Request for Proposal

For

RFP025-38

CDBG Plan Administrator

**Consultant Services for Preparation of the City of
Meriden Community Development Block Grant of the
2025 – 2030 Consolidated Plan &
Program Year 51 Annual Action Plan**

Meriden, CT

Proposals Due: April 23, 2035 @ 11:30 AM

Purchasing Department

142 East Main St. Room 210

Meriden, CT 06450

(203) 630-4115

REQUEST FOR PROPOSALS

**RFP025-38 CDBG Plan Administrator
Consultant Services for Preparation of the City of
Meriden Community Development Block Grant of the
2025 – 2030 Consolidated Plan &
Program Year 51 Annual Action Plan**

Proposer: _____

Street Address: _____
(Number and Street) (City) (State) (Zip)

Taxpayer
Identification No: _____
(Social Security Number) (Federal Identification Number)

Contact Name: _____

Telephone: _____

Email Address: _____

Authorized
Signature: _____

Name: _____

Title: _____

Date: _____

REQUEST FOR PROPOSALS

RFP025-38 CDBG Plan Administrator Consultant Services for Preparation of the City of Meriden Community Development Block Grant 2025 – 2030 Consolidated Plan & Program Year 51 Annual Action Plan CHECKLIST

Required Submissions:

- Completed Cover Sheet
- Checklist (this page)
- Proposal
- Non-Collusion Statement
- Recently Completed Consolidated Plan or Annual Action Plan (Just one copy total)
- Acknowledgement of Addenda: _____ (if applicable)

Minimum Requirements:

		Yes	No
1.	Proposal is substantially complete and contains all necessary forms and submittals.		
2.	At least one member of the consultant's team has work experience for the completion of at least one 5 Year Consolidated Plan and a CDBG Action Plan for an entitlement community within the past 10 years		
3.	At least one member of the consultant's team must have direct experience working with HUD's IDIS eCon Planning suite system within the last 5 years		

General Conditions
RFP025-38 Consultant Services for
Preparation of the City of Meriden CDBG
Consolidated Plan & Program Year 51
Annual Action Plan

1. Proposal Rules

This proposal is solicited to the General Public and an Agreement for Professional Services will be awarded subject to approval by the City of Meriden.

2. Reviewing Period

All proposals meeting proposal requirements and conditions may be held by the City of Meriden for a period not to exceed sixty (60) days from the date of the opening of proposals for the purpose of reviewing the proposals and investigating the qualifications of consultants, prior to the awarding of the contract. The proposer agrees that the proposal will remain valid for a period of 60 days after the deadline for submission and may be extended beyond that point by mutual agreement.

No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, clarification of proposals may be required by the City of Meriden at the Proposer's sole cost and expense.

3. Certification of Non-Collusion

All consultants must sign the attached Non-Collusion form. This signed form must be submitted with the proposal package. Failure to sign and submit the form is potential cause for that proposal to be rejected.

The Proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The Proposer further represents and warrants that the proposer did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City of Meriden participated directly in the proposer's proposal preparation.

4. Prospective Consultant's Qualifications – Ability & Experience

The prospective consultant replying to the RFP shall be or represent a firm, company or corporation possessing experience and expertise in planning, community development and/or a related field and the professional standards thereof, to undertake and successfully complete the Scope of Services as outlined in this RFP. The City will not award a contract to any prospective consultant who cannot furnish satisfactory evidence of their ability and experience to perform the requested services. The City may make such investigations as it deems necessary to determine the above and a consultant shall furnish information requested in this regard and shall furnish it under oath if required.

The Proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel assigned to the project must be approved by the City of Meriden in advance of their exclusion or inclusion, with the exception of personnel who have terminated employment.

Replacements for personnel who have terminated employment are subject to approval by the City of Meriden and the Department. At its discretion, the City of Meriden may require removal and replacement of any of the Proposer's personnel who do not perform adequately on the project in the sole opinion of the City of Meriden, regardless of whether they were previously approved by the City of Meriden.

In some cases, Proposers may be asked to give demonstrations, interviews, presentations or further explanation of their proposal.

5. Signature

All proposals shall be complete, factual, and signed by an authorized officer of the consultant's company on the appropriate page(s).

6. Number of Copies

The proposer shall provide one original and one (1) copy of their proposal to the City of Meriden Purchasing Department along with one complete version of your proposal on a flash drive. The submittal shall be in sealed envelope(s) with the RFP Number, Proposal Name on the outside. Any costs and expenses incurred by Proposers in preparing or submitting proposals are the sole responsibility of the Proposer.

The proposer shall also provide one copy of the most recent CDBG Consolidated Plan, CDBG Annual Action Plan and/or similar neighborhood or community strategic planning reports that were completed for other jurisdictions.

7. Place and Time

Sealed proposals will be received at the City of Meriden Purchasing Department, 142 East Main Street, Meriden, CT 06450 until 11:30 AM on April 23, 2025 at which time and place they will be opened and registered. Any proposal received after this deadline will not be accepted.

8. Property

All proposals in response to this RFP are to be the sole property of the City of Meriden. Proposers are encouraged not to include in their proposals any information that is proprietary. All materials associated with this procurement process are subject to the terms of State laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.

9. Timing

Timing and sequence of events resulting from this RFP will ultimately be determined by the City of Meriden.

10. Waiver & Reserved Rights

The City of Meriden may amend or cancel this RFP, prior to the due date and time, if it deems it to be necessary, appropriate or otherwise in the best interest of the City of Meriden. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. The City of Meriden reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the Proposer is in default of any prior City of Meriden contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the

RFP. The City of Meriden also reserves the right to waive technical defect, irregularities and omissions if, in its judgment, the best interest of the City of Meriden will be served.

11. Agreement

The Proposer must accept the City of Meriden standard contract language and conditions. A sample Agreement is included for your review. The contract will represent the entire agreement between the Proposer and the City of Meriden and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City of Meriden shall assume no liability for payment of services under the terms of the contract until the successful Proposer is notified that the contract has been accepted and approved by the City of Meriden. The contract may be amended only by means of a written instrument signed by the City of Meriden and the Proposer.

City of Meriden Request for Proposals

Consultant Services, Preparation of the City of Meriden 2025-2030 CDBG Consolidated Plan & Program Year 51 Annual Action Plan

INTRODUCTION

The City of Meriden Department of Economic Development (ED) is requesting proposals from qualified firms (Consultant) to undertake the development of the City of Meriden's 5-Year Consolidated Plan for Housing, Community and Economic Development (Consolidated Plan) and Program Year 51 (PY 51) Annual Action Plan for the period of July 1, 2025 to June 30, 2026. The Consolidated Plan combines the planning and application requirements of the Federal statutes and serves as a statement of long- and short-term housing, community and economic development objectives for the period of July 1, 2025 through June 30, 2030. This Consolidated Plan is also to include an Analysis of Impediments to Fair Housing Choice. The Consolidated Plan and Annual Action Plan must meet all requirements of the Federal regulations (see "Scope of Work"). This is a firm deadline project with submission due July/August 2025.

BACKGROUND

The City of Meriden is a small urban community located in central Connecticut with 60,850 residents according to the 2020 Decennial Census. Meriden is a federal entitlement community and a state-designated distressed municipality. An analysis of the 2019 – 2023 American Community Survey shows that an estimated 14% of the City's population is below the Federal Poverty Level. Census data also indicates that 51.3% of the City's population meets the CDBG definition of being extremely low, very low, or low-income.

As a federal entitlement community, the City of Meriden is eligible to receive an annual allocation of Community Development Block Grant (CDBG) funding based on the federal allocation formula. During the years covered by the 2015-2020 Consolidated Plan, the city received on average \$957,540.00 in Community Development Block Grant funds. The City, via the City Council, allocates CDBG grants to programs that primarily serve low, very low, and extremely low income households.

The 2019-2023 American Community Survey 5-Year Estimates includes the following statistics for the City of Meriden:

- Population – 60,111
- Median household income – \$68,617
- Individuals below poverty level – 14%
- Median Age – 38.6
- Persons 65 years or older – 15.3%
- Hispanic or Latino population (of any race) – 37.7%
- Persons with a disability – 12.0%
- Total housing units – 28,826
- More than half (56.2%) of the housing stock in Meriden was built before 1960. A third of the homes were built before 1940.

SCOPE OF SERVICES

The Consultant will be required to plan, write and finalize for submission in the IDIS eCon planning suite all Consolidated Plan and Annual Plan sections as required by the US Department of Housing and Urban Development, including an Analysis of Impediments to Fair Housing Choice. While the Consultant will be expected to lead the Consolidated Planning effort, ED and other department staff will also be able to assist as needed. The Consultant, with City oversight and review, will be primarily responsible for work related to project management, preparation of the required documents, citizen participation, and drafting of the Consolidated Plan and Annual Action Plan.

Specific tasks that will be the responsibility of the consultant shall include, at a minimum:

I. Process Preparation

- Obtain authorization and passwords for use of HUD's IDIS online reporting system.
- Review current HUD Consolidated Plan regulations and guidance, particularly changes made since 2010. The specific requirements for the Consolidated Plan can be found in the Code of Federal Regulations, Title 24, Section 91, et. seq. (24 CFR 91). Regulations, notices and guidance for preparing a Consolidated Plan submission can be found at (but not limited to):

<https://www.hudexchange.info/programs/consolidated-plan/>.

Note: Consultant is responsible for being up-to-date and adhering to all HUD requirements for complete submission of the 5 Year Consolidate Plan and one-year Action Plan.

- Review any revisions and additions to the consolidated plan process and/or the consultation process for incorporating the requirements of affirmatively furthering fair housing.
- Review Meriden's existing Citizens Participation Plan. All consultation and the scope of work shall be undertaken as provided in the Citizens Participation Plan. Said Citizen Participation will also include public hearings with the Human Services Standing Committee of the Meriden City Council.
- Review the City of Meriden's 2020-2025 Consolidated Plan, in particular, the PR-15 Citizens Participation.
- Review the requirements for using the Consolidated Plan template in IDIS, including review of HUD's Consolidated Plan in IDIS Desk Guide, and discuss the format of the plan with ED staff. Discuss how the plan may differ from the format of the 2020-2025 Consolidated Plan, also taking into consideration any federal regulation changes, and the most recent HUD notices and guidance, Office of Fair Housing requirements and OMB requirements.
- Review HUD's most recent Consolidated Plan and Annual Action Plan Completeness Checklist for Entitlement Grantees
- Prepare a timeline for project milestones including proposed community meetings and stakeholder interviews and including deadlines for posting of legal notices, advertisements, and draft versions of the Consolidated Plan and Annual Plan as required by the Citizen Participation Plan. This timeline will be made available to the public to explain the process.

II. Needs Assessment

The Consultant shall gather factual and broad community input through citizen participation and data collection including:

- Review of available data, reports and documents including any and all documents necessary to inform the production of the needs assessment.
- Presentations at community and public meetings and moderating discussions (including preparing, copying and distributing bilingual handouts/guidebooks and preparation of meeting minutes) to gather community input on the community needs. This will include:
 - Up to four stakeholder or focus group meetings - to be determined with the ED staff and consultant – that will include representatives from City departments that utilize CDBG funds for projects, the business community, housing agencies, social service agencies, and other individuals deemed appropriate. These will be held in either the daytime or evening as deemed to be appropriate by ED staff and the consultant.
- Preparation and execution of an online survey asking the public and key stakeholders for input on needs in Meriden.
- Prepare summary of comments, conduct analysis and assess data gathered and develop 5-year priority recommendations incorporating factual data and public input collected to support those recommendations.
- Provide notice to other required organizations.

III. Preparation of 5 Year Consolidated Plan & 1 Year Action Plan

- Develop a draft Consolidated Plan that includes 5-year funding goals, priorities and strategies, proposed accomplishments and performance measurements, and all other sections required by HUD regulations. This is also to include an Analysis of Impediments to Fair Housing Choice.
- Develop a draft PY 46 Annual Action Plan that includes proposed activities, proposed accomplishments and performance measurements using the format of the FY20 Action Plan.
- Prepare submission of the 5-year Consolidated Plan and the PY 46 Annual Action Plan through the templates in IDIS
- Prepare maps to include in the plans (using HUD's CPD maps, as applicable).
- Prepare tables, charts, illustrations and photographs to include in plans.
- Provide interval copies of plan sections to ED staff for review and comment before a draft of the plan is published for public comment in accordance with the required public comment period.
- Attend the two (2) required public hearings prior to the draft plan being published for the thirty (30) day comment period.
- The Consultant is responsible for submitting 5 stapled black/white copies each of the draft Consolidated Plan and Annual Action Plan for public distribution in order to meet the comment period requirements of the Citizen Participation Plan, and one PDF for making copies. The drafts of both documents should be in a format that is easily readable by the public.
- Attend the third public hearing that takes place during the thirty (30) day public comment period.

IV. Finalization of the 5 Year Consolidated Plan & 1 Year Action Plan

- Prepare last draft of both the Consolidated Plan and Annual Action Plan, incorporating information received at the focus group meetings, the three (3) public hearings, public comments, and comments from ED. Last draft to be reviewed by ED staff prior to finalization.
- Prepare HUD's Consolidated Plan and Annual Action Plan Completeness Checklist for Entitlement Grantees.
- Provide all final work products to ED.

FINAL WORK PRODUCTS

The Consultant is responsible for submitting 1 bound (with original signatures) and 4 bound color copies each of the Consolidated Plan and Annual Action Plan (binding to be determined) and one (1) unbound and reproducible master hard copy of each document, including maps and graphics. The Consultant is also responsible for finalizing and submitting the online submission of the Consolidated Plan and Annual Action Plan to HUD using HUD's templates in the eCon Planning Suite. The Consolidated plan and Annual Action Plan need to be finalized and submitted, including through the eCon Planning Suite, by the July/August 2025 deadline.

The Consultant is also responsible for providing one (1) copy of the final Consolidated Plan and Annual Action Plan, along with (1) copy of the online submission in PDF format.

The Consultant will submit an electronic copy of all maps, graphics, slide presentations, surveys, guidebooks/handouts and photographs to the City in a format to be later specified. Presentation materials, such as display boards, slides, videos, etc., shall also be submitted to the City.

All deliverables will become property of the City of Meriden.

PROPOSAL SUBMISSION REQUIREMENTS

The name of the proposer and title of the project, **RFP025-38 Consultant Services for Preparation of the City of Meriden Community Development Block Grant 2025-2030 Consolidated Plan & Program Year 51 Annual Action Plan**, must appear on the outside front cover of each proposal.

Proposals shall be due to the City's Purchasing Department **on or before 11:30 AM, April 23, 2025**. Proposals to be submitted to:

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

One original and one (1) copy of all required documents along with one complete version of your proposal on a flash drive. All, as shown, on the Checklist must be provided by the date and time specified above.

The information submitted must include, but should not necessarily be limited to, the following items:

A. Cover Letter

A letter signed by an officer of the firm, binding the firm to all comments and statements made in the proposal is required. Include a primary contact person for the proposal. Also include the required Cover Sheet and Submittal Checklist forms.

B. Qualifications and Experience

A description of the history, experience and qualifications of your firm and any proposed subcontractors to perform the Scope of Services. Please provide information to satisfy the following:

- a. Names and addresses of all firms involved on the project (including subcontractors);
- b. History, size and structure of firm(s)
- c. Name(s) of principals in firm(s);
- d. Identification of Principal in Charge, the Project Manager and the roles of other key personnel. Include relevant project experience and copies of resumes of all personnel assigned to project;
- e. Describe other similar projects your firm has undertaken. Please make specific reference to experience and qualifications as related to CDBG Consolidated Plans and Annual Action Plans, Analyses of Impediments to Fair Housing Choice, CDBG programs, moderating neighborhood meetings, experience/qualifications of assigned staff and experience/success implementing similar projects for municipalities. If the Community Involvement process will be subcontracted, please provide the same information for the subcontracting firm;
- f. Contact information for references from similar projects
- g. Listing of any actions taken by any regulatory agency or litigation involving the firm or its agents or employees with respect to any work performed; and
- h. Applicable insurance.

Also include, one copy total (i.e., do not need five copies) of the most recent CDBG Consolidated Plan, CDBG Annual Action Plan and/or similar neighborhood or community strategic planning reports that were completed for other entitlement communities.

C. Approach to Scope of Work

A detailed description of the approach to Scope of Services is required. The consultant should be able to demonstrate how it will implement proven techniques that address the needs of the community while also creating effective strategies for the Consolidated Plan and Annual Action Plan. Areas of particular focus should include, but aren't limited to:

- Approach to effectively implementing community involvement, including types of information, materials and media used, charts, graphs, models, presentation formats, public meeting process, meeting formats, community education events, etc, as applicable. Characterize the effectiveness of the community involvement on previous projects.
- Innovative ideas for maximizing the value and amount of work that can be completed within the constraints imposed by the timeframe and the budget for the project. Provide rationale and evidence of the value and effectiveness of the proposed approach to the scope of work.
- Any Additional recommendations not identified in the scope of services.

D. Plan of Services/Timeline

Provide a proposed timeline that incorporates all aspects of the requested Scope of Services while meeting regulatory deadlines for public hearings, public comment periods and submission of the Consolidated Plan and Annual Action Plan. The Plan of Services must include the elements to be performed by the consultant, the number of hours and other resources required to complete each task, and the expected time to complete each step. The Plan should include time schedules and milestones, personnel assignments, and other information as necessary to demonstrate the consultant's ability to complete the project on time and in accordance with the Citizen Participation Plan.

E. City Resources

A list of the resources, personnel, data, or other assistance which the proposer expects are required from the City in order to complete each task in the scope of services during the planned time period.

The City will be responsible for:

- Legal advertising of all meetings and other required postings
- Coordinating location for meetings
- Providing the Consultant with copies of any existing handouts, reports, data and presentation information that are available
- ED Staff will release Request for Proposals from nonprofit social service agencies, City Departments, and other requesting organizations for which a list of the proposals received and approved must be included in the Action Plan.
- ED staff will also be present at all public meetings and presentations.

F. Certification of Non-Collusion

All proposers must sign the Non-Collusion form. The Proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. Failure to sign and submit the form is potential cause for the proposal to be rejected.

G. Cost Proposal

Detailed Description of Costs

Provide a total not-to-exceed fixed price fee. The City seeks proposals that demonstrate maximum value, innovation, effectiveness, and total work to be performed while meeting all regulatory requirements in a timely manner.

Detailed Cost Breakdown

Provide a cost for each task identified in the Scope/Schedule and an estimate of manpower hours necessary to complete work. All cost assumptions must be clearly documented in this portion of the submittal. Include a budget for direct expenses.

MINIMUM EVALUATION CRITERIA

In order to be reviewed, the proposal must be substantially complete and contain all necessary forms. At least one member of the consultant's team must have work experience for the completion of at least one 5 Year Consolidated Plan or a CDBG Action Plan within the last 10 years for an entitlement community. At least one member of the consultant's team must have a direct experience working with HUD's IDIS eCon Planning Suite system within the last 5 years.

The City of Meriden reserves the right to award as submitted, to award or eliminate certain tasks, and/or to reject any and all proposals in whole or in part.

COMPARATIVE EVALUATION CRITERIA

The selection of firms will be based on the following criteria:

- Degree to which proposal meets stated goals
- Experience and qualifications of the applicant or team
- Demonstrated capacity and organization structure to perform the type of services required
- Ability to complete the work within the required timeframes
- Resumes of Key Employees

Timetable

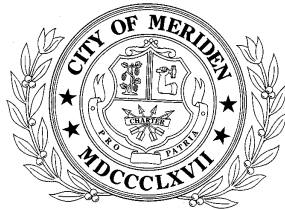
The following is a timetable for selection of the CDBG Consultant

- 1. April 3, 2025 – Request for proposals available.
- 2. April 23, 2025, 11:00 a.m. submission deadline.
- 3. Award anticipated no later than May 21, 2025.
- 4. Initial contractual award remains in place until June 30, 2027.

General Selection Criteria

The following criteria will be used to evaluate proposal responses and select a short list of responders that may be requested to make oral presentations:

- 1. Quality of written proposal and completeness of response to all questionnaire items. **15 points**
- 2. Ability to meet service requirements. **25 points**
- 3. Experience in providing similar services to other public entities. **20 points**
- 4. Commitment by the firm and individual consultants to be assigned to this account and qualifications and experience of individuals assigned to this account. **20 points**
- 5. Aggregate service cost. **20 points**



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

**RAWLE DUMMETT
PURCHASING OFFICER**

PHONE: 203-630-4115

NON-COLLUSIVE PROPOSAL STATEMENT

RFP025-38 Consultant Services for Preparation of the City of Meriden Community Development Block Grant 2025 – 2030 Consolidated Plan & Program Year 51 Annual Action Plan

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.

E-mail address

INSTRUCTIONS TO PROPOSERS

RFP025-38 Consultant Services for Preparation of the City of Meriden Community Development Block Grant 2025 – 2030 Consolidated Plan & Program Year 51 Annual Action Plan

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 no later than 4 pm on April 16, 2025. 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 e-mailed or faxed 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

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name City of Meriden as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best’s rating of “A-“VIII.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate (Per Project Aggregate)	\$2,000,000
Auto Liability	Combined Single Limit Each Accident	\$1,000,000
Umbrella (Excess Liability)	Each Occurrence Aggregate	\$1,000,000 \$1,000,000
Garagekeepers Legal Liability	Limit	\$300,000

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 this 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 EL Disease Each Employee EL Disease Policy Limit	\$1,000,000 \$1,000,000 \$1,000,000
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Original, completed Certificates of Insurance must be presented to City of Meriden prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Meriden.

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

- c. The Engineer shall procure and maintain for the life of the contract, State of Connecticut Statutory **WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY COVERAGE**, designed to indemnify all the Engineer’s employees in the event of occupational injury and/or disease.
 - \$500,000.00 each accident
 - \$500,000.00 disease policy limit
 - \$500,000.00 each employee disease

- d. The Engineer shall procure and maintain for the life of the contract **PROFESSIONAL LIABILITY, MALPRACTICE, OR ERRORS AND OMISSION COVERAGE** protecting the Engineer 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

Brian P. Daniels, City Manager
Duly Authorized

Duly Authorized

DATE

DATE