

REQUEST FOR PROPOSALS

RFP 2025-004: Commissioning services for the BHS HVAC Mechanical upgrades

**Town of Bethel Procurement Committee
1 School Street, Bethel, CT 06801**

Request for Qualifications/Request for Proposals “RFP 2025-004”

Owner: Town of Bethel (“Town”)

Issued By: Town of Bethel Procurement Committee/ Finance Department

Project Name: Commissioning services for the BHS HVAC Mechanical upgrades

Project Location; Bethel, Connecticut

Project Summary: The Town of Bethel Procurement Committee is soliciting qualifications and proposals from qualified Commissioning Agents for the Bethel High School HVAC Mechanical Upgrades project as described below, said services being more specifically set forth in Section A hereof, Scope of Services. The purpose of the project is to provide air conditioning to the 1970 and 1975 portions of Bethel High School, 300 Whittlesey Drive. The Commissioning Agent will be expected to provide services during construction, acceptance and post acceptance phases. An agreement will be signed between the Town of Bethel and the Commissioning Agent-that includes, but is not limited to, the terms and conditions of the RFP/RFQ.

RFQ/RFP Release Date: Thursday November 14th, 2024

Question Submission Deadline: Tuesday November 19th, 2024

Question Response Deadline: Monday November 25th, 2024

RFQ/RFP Submission Deadline: Thursday December 5th, 2024 at 9:45am

Bid Opening Date: Sealed proposals for the Commissioning services for the BHS HVAC Mechanical upgrades will be received by the Town of Bethel at 1 School Street on or before, **Thursday December 5th, 2024 at 9:45 AM**. Said proposals will be opened publicly and read aloud at a meeting of the Procurement Committee to be held **Thursday December 5th, 2024 at 10:00 a.m.** at the Clifford J. Hurgin Municipal Center, 1 School Street, Bethel, CT 06801 in Meeting Room A and via Google Meet: Meeting ID: meet.google.com/nmn-fqww-uus or by Phone +1 650-733-8777 PIN: 264 738 819#

Project Start Date: As soon as possible after Board of Selectman bid approval and contract is executed, projected to be January, 2025.

Project End Date: November 15, 2025

Contact Persons: Sam Flynn, Purchasing Agent, flynns@bethel-ct.gov

Board of Education (BOE) Support for Questions:

Dr. Christine Carver, Superintendent of Schools (203) 794-8601,

Jennifer Variale, Director of Finance and Business Operations (203) 794-8603

Tyler Stevens, Supervisor of Facility & Security Operations (203) 794-8603

Engineering Consultant to Town: Kohler Ronan, LLC, 93 Lake Avenue, Danbury, CT 06810.

Phone 203-778-1017.

Instruction to Bidders

Background:

The Bethel High School HVAC Mechanical Upgrades project includes furnishing and installing DOAS units, air handlers and all associated indoor VRF units serving second and third floors. All design work has been completed, and we are ready to start the construction phase. Detailed information regarding the HVAC Mechanical Upgrades project is available on the Town of Bethel Bid Information website, which is linked below. Please note, that the Town of Bethel will be proceeding with the scope of work included in the Base Bid and Alternate 1. Alternate 2 will also be included if within budget, and, in that event, will be included in the scope of the Commissioning Agent services.

For further information regarding the project for which commissioning services are being sought, see project information under **BID 2024-007: Bethel High School HVAC Mechanical Upgrades** available on the Town of Bethel website.

I. PROJECT REQUIREMENTS

A. Scope of Services

The scope of project services to be delivered by the selected firm include leading, planning scheduling and coordinating the commission team to implement the commissioning process. This includes applying knowledge, expertise and skills to verify the proper design, installation and operation of all building systems from design through operation and plan for maintenance.

It is expected that the Commissioning Agent, will provide efficient administration of services in the

best interests of the Town, reporting to and ensuring that the Town's needs and expectations are met or exceeded, by providing services that include, but are not necessarily limited to:

A-1 All of the project phases including Construction, Acceptance, and Post-Acceptance must be in accordance with the latest adopted ASHRAE Guideline, and with the AABC Commissioning Guideline.

A-2 During the Construction phase:

- a) Organize and lead the commissioning team.
- b) Review shop drawings and equipment submittals for information affecting the commissioning process.
- c) Participate in a pre-construction meeting with all consultants prior to construction start.
- d) Create commissioning plan that reflects equipment and controls data from the submittals, and provide commissioning schedule information that the team can integrate back into the project.
- e) Schedule and lead the commissioning meetings.
- f) Prepare pre-functional and functional checklists.
- g) Establish and maintain a system for tracking commissioning issues needing resolution.
- h) Review the project schedule periodically to ensure commissioning activities are properly incorporated; provide feedback to the Engineer, the Construction Manager, Owners Representative and PSBC as needed.
- i) Perform on-site observations during construction. Submit written reports to the Engineer, the Construction Manager, Owners Representative and PSBC as needed, including high resolution digital photographic documentation.
- j) Monitor correct component and equipment installation; including controls point to point checkouts. Document all observations.
- k) Coordinate and witness equipment and system start-ups as deemed necessary with the installing contractors. Ensure complete documentation of same.
- l) Other related work as necessary.

A-3 During the Acceptance phase:

- a) Review and inspect, on a sample basis, the testing, adjusting and balancing work that has been carried out by another agency.
- b) Conduct functional performance testing of sub-systems, systems, and interactions between systems, leading to acceptance of the completed work. Document results of all tests witnessed.
- c) Verify design and manufacturer requirements have been met.
- d) Organize and direct the training of O & M personnel.
- e) Other related work as necessary.

A-4 During the Post-Acceptance phase:

- a) Conduct functional performance testing of sub-systems, systems, and interactions between systems that could not be carried out prior to acceptance due to unsuitable weather or other conditions.
- b) Schedule and verify deferred and seasonal testing by the vendor/contractor.
- c) Provide follow-up for quality performance during the guarantee period. Return to the sites 10 months into 12-month warranty periods to review with facility staff the operation of systems and assist in follow up with any vendors/contractors to resolve outstanding issues.
- d) Provide completed verification checklist.
- e) Prepare and submit a final commissioning report.
- f) Other related work as necessary.

A-5 The scope of work as described in Articles A-1 through A-4 shall be provided for the following base building systems:

- Supply air
- Return air.
- Exhaust air.
- Hot water.
- HVAC control system
- DOAS Units
- VRF Systems
- Fire Alarm Interface with mechanical systems

11. RFP/RFQ QUESTIONS/CLARIFICATIONS

A. Questions and Requests for Clarification

Questions or requests for clarification regarding this RFP can be directed to Purchasing Agent Sam Flynn (203) 794-8514 or can be sent via email to Purchasing Agent Sam Flynn at FlynnS@bethel-ct.gov. If questions arise that need a formal reply, they will be answered in the form of an addendum posted on the Town website <http://www.bethel-ct.gov> and, if applicable to the project, also posted to CT Source: https://portal.ct.gov/das/ctsource/ctsource?language=en_US.

B. Bid Information

All bid materials will be posted on the Town of Bethel Website: <https://bethel-ct.gov/>. Please go to the “Departments” tab, then under the Comptroller tab there will be “Bid Information” Additionally, if applicable to the project, bid information will be posted to CT Source website: https://portal.ct.gov/das/ctsource/ctsource?language=en_US.

This bid is identified as 2025-004: Commissioning services for the BHS HVAC Mechanical upgrades.

C. Proposal Submission Deadline and Format

All RFP submissions must be received by the Town **Thursday December 5th, 2024 at 9:45AM.** Request for Proposals must be submitted in a sealed envelope clearly marked " Bid #2025-004: Commissioning Services for the BHS HVAC Mechanical upgrades.

Two (2) hard copies and one (1) electronic copy should be submitted to the office of Purchasing Agent, Town of Bethel, 1 School Street, Bethel, CT 06801.

Any information or materials submitted as a response to this RFP shall become property of the Town of Bethel and will not be returned. Any expense incurred for the submission of RFP is the responsibility of the firm submitting and no expense will be reimbursed by the Town. All submitted materials will be available for public review.

III. PROPOSAL REQUIREMENTS

NOTE: ALL ITEMS ARE REQUIRED OR YOUR BID MAY BE REJECTED

A. Cover Letter/Executive Summary

Proposals shall include a Letter of Introduction on firm letterhead explaining the firm's interest in the project and why your firm is the most qualified for this project. An officer of the company must sign this letter of introduction and intent. Include any information pertinent to the projects or selection process that is not requested in the following.

B. Qualifications Package

Minimum information to be included:

Firm Overview.

- a. Name of firm and firm's representative and his/her contact information
- b. Location of principal and branch offices that would work on these projects
- c. Length of time in business
- d. Complete Legal status disclosure (Attachment "C")

C. Certification and Licenses.

- a. Commissioning agent certification by either the Building Commissioning Association or the Association of Energy Engineers
- b. Professional Engineer or S-1 license.

D. Experience.

- a. At least 10 years of experience in the operation and troubleshooting of HVAC systems and energy management control systems (5-year minimum).
- b. List similar size and scope projects you have completed in the last three (3) years. *Submission of these projects shall constitute your permission for the Owner to contact those entities for references.*

E. Capacity of the Firm. Describe firm's experience with similar size and type projects and available capacity of key staff required to perform the work within the required time frame. Discuss the following.

- a. Knowledge of building operation and maintenance and O&M training.
- b. Knowledge of national building & fire codes.
- c. Knowledge of testing and balancing of both air and water systems.
- d. Experienced in energy-efficient system and control strategy optimization.
- e. Direct experience in monitoring and analyzing system operation using energy management control system trending and stand-alone data logging equipment.
- f. Experience in writing commissioning specifications.
- g. Familiarity with the requirements of CT High Performance Buildings and experienced in working with DAS and OSCGR
- h. Excellent verbal and writing communication skills. Highly organized and able to work with both management and trade contractors.

F. Past Claims or Disputes. Answer all three sections.

- a. Please list any claims, disputes, or arbitration proceedings that have occurred on any projects your firm has been involved with in the last five (5) years. Indicate the parties to the claims, litigations and/or disputes and give a status of each even if they are pending.
- b. Please list any projects in the last five (5) years in CT for which your firm was removed or chose to leave during the project.
- c. Information concerning any suits filed, judgments entered or claims made against your firm during the last five (5) years with respect to services provided by your firm, or any declaration of default or termination for cause against your firm with respect to such services. In addition, state whether during the past five (5) years your firm or your proposed consultant(s) or subcontractors has been suspended from bidding or entering into any government contract.

G. Required Disclosure Form: Complete required disclosure form (Attachment “B”) to confirm acceptance of all of the terms, plans, specifications, descriptions of the work as described therein and, in any attachments, or exhibits, or, to exclude or take exception to any of the terms, conditions, scope or other project requirements in the RFQ/RFP.

H. Legal Status Form: Fully complete Legal Status Form, Exhibit “C” attached

I. Insurance: Provide Evidence of Insurance pursuant to the Requirements set forth in Exhibit “D”

J. Affirmative Action.

- a. Include a statement that the firm is compliant with non-discrimination and affirmative action laws and regulations.
- b. The Town of Bethel is an Affirmative Action/Equal Employment Opportunity employer. Inquiries regarding the Town of Bethel Affirmative Action policies should be directed to:

Ms. Phyllis Kansky
 HR Director for Town of Bethel
 1 School Street
 Bethel, CT 06801
 Phone: (203) 794-8148
 email: kanskyp@bethel.ct.gov

K. Pricing Proposal: This is a Lump Sum Contract. Fully Complete Attachment “A”

There are two prices requested:

Commissioning services for Base price plus Alternate #1 scope of work, and commissioning services in connection with Alternate #2.

L. Proposed Project Approach

Describe the Project Approach. The minimum information to be included:

- a. **Staffing.** Identify key staff to be assigned, including managers, with roles and responsibilities.
- b. **Sub-Contractors.** Identify any subcontractors to be used, their roles and responsibilities, your prior experience working with these sub-contractors, and sub-contractor qualifications to assume assigned tasks.

c. How you intend to accomplish the Work. Include frequency and number of visits to the Project Site, reports generated, intervals and frequency. Interaction with consulting engineer, Town departments and representatives.

IV. ADDITIONAL TERMS AND CONDITIONS

1. Approval of Insurance and Bonds

Bond Requirements for Certain Contracts

Bonds are required as a condition of certain contracts, including those involving construction. If this RFP/RFQ includes bond requirements, those requirements will be set forth in this section or in the Insurance Requirements included in Attachment “D” attached hereto. Original bonds will need to be reviewed and approved prior to contract signing.

(XX) Payment and Performance Bonds are not Required

Final Approval of Bonds and Insurance

All insurance policies and bonds, if required, to be provided by Contractor shall be subject to final review and approval by the Town of Bethel’s Insurance agent as to both form and substance

2. Independent Contractor

All activities performed by the Contractor and its agents, employees or representatives are, for all purposes under this Agreement, performed as an independent contractor and not as an employee of Town of Bethel or Bethel Board of Education and neither the Contractor nor its employees shall be entitled to any benefits to such employees are entitled including, but not limited to, worker’s compensation, overtime, retirement benefits, health care benefits, vacation pay or sick leave.

3. Indemnification

The contractor shall indemnify and hold harmless the Town of Bethel, the Bethel Board of Education, and others Identified as Town Indemnified Parties from and against all claims, damages, losses and expenses, including Attorney’s fees arising out of or resulting from the performance of the work. In the event that the contract is funded in whole or in part with state grant funds, the State of Connecticut will be named as an additional insured. The Indemnification language that will appear in the contract is set forth in Attachment “E” Required Contract Terms.

4. **Means & Methods**

All Bidders are required to inform themselves fully of the conditions relating to the conditions under which the work will be or is now being performed, and the Contractor shall employ, as far as possible, such methods and means in the carrying out of this work as will not cause interruption or interference with any other contractor, or the operation of the town or school buildings. Contractor assumes responsibility for all damages caused to town or school property.

5. **Bid Duration**

Bids may be held by the Town of Bethel for a period of not to exceed-ninety (90) days from the date of the opening of bids for the purpose of reviewing the bid responses and investigating the qualifications of the Bidders prior to awarding the contract.

6. **State Set-Aside, Affirmative Action and Contract Compliance Requirements**

Unless otherwise specified, this contract is subject to state contract compliance requirements, including non-discrimination statutes and set-aside requirements. The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) That is, 18.75% for Small/ Minority Business Enterprises (SBE/MBE) and 6.25% for Minority/ Women/ Disabled Business Enterprises (MBE/WBE/DBE) which totals to 25% of the state-funded portion of the project.

The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

(XX) The Commissioning Agent Contract is **not** subject to CHRO Requirements

7. **Prevailing Wage**

Pursuant to Connecticut General Statutes Section 31-53:

Each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project by the state or any of its agents, or by any political subdivision of the state or any of its agents, shall contain the following provision: “The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.”

If the foregoing is applicable to the proposer’s contract, the minimum rates to be paid labor of the various classifications shall be in accordance with current schedule of wages, as same may be periodically adjusted, established by the State Labor Commissioner as provided in the General Statutes of Connecticut and the federal Davis Bacon Regulations, as revised.

8. **State and Federal Contract compliance requirements for certain contracts**

Certain contracts with are subject to additional contract compliance language, disclosures and obligations for compliance and reporting. If the project for which this bid is solicited involves additional contract compliance requirements, there will be exhibit(s) attached hereto describing those requirements.

9. **Required Town Contract Terms**

Required terms and conditions for the contract with the Town are set forth in Attachment “E” attached hereto. In addition, CONTRACTOR agrees to comply with all applicable statutes, regulations and local ordinances in its performance of the work described in the contract throughout the contract duration as same may be amended or modified.

V. PROPOSAL REVIEW AND CONTRACTOR SELECTION PROCESS

A. Selection

The Town of Bethel will review the responses for compliance with the required documentation as set forth above to determine responsiveness. The responsive submittals will then be evaluated based on the responses to specifics outlined in this RFP, including but not limited to the following criteria:

- Price

- Experience with work of similar size and scope with successful outcomes
- Past performance/ References
- Project schedule
- Contractor’s Interview, if necessary. The Town of Bethel may create a “short list” of responding firms and schedule interviews as they deem necessary, prior to making any recommendations to the Town Purchasing Agent. Public Law 08-169 requires the Selection Committee to make an award “...from a pool of not more than the four most responsible qualified proposers...” The “most responsible qualified proposer” is the proposer “...who is qualified by the awarding authority when considering price and the factors necessary for faithful performance of the work based on the criteria and scope of work included in the request for proposals.”

B. Right to Reject Submissions

The Town of Bethel may at any time prior to the selection of a respondent reject any and all proposals and cancel this RFQ/RFP, without liability therefore, when doing so is deemed to be in the Town’s best interests. Further, regardless of the number and quality of proposals submitted, the Town of Bethel shall under no circumstances be responsible for any respondent’s cost, risk and expenses. The Town accepts no responsibility for the return of successful or unsuccessful proposals. This RFQ/RFP in no way obligates the Town of Bethel to select a respondent.

Town of Bethel Procurement Committee
Dan Carter, First Selectman
Brad Heering, Comptroller
Sam Flynn, Purchasing Agent

ATTACHMENT A

Lump Sum Pricing Proposal form

To:
Town of Bethel Procurement Committee
Town of Bethel, Connecticut
1 School Street
Bethel, CT 06801

We, the undersigned, propose to furnish commissioning services to the Town of Bethel, CT as described herein for the price stated below:

Bid #2025-004:
Commissioning services for the BHS HVAC Mechanical upgrades Base Bid and Alternate 1.

PRICE IN WORDS: _____

PRICE IN FIGURES: _____

Commissioning services for the BHS HVAC Mechanical upgrades Alternate 2.

PRICE IN WORDS: _____

PRICE IN FIGURES: _____

For change orders:

Table with 2 columns: Title, Hourly Rate. Row 1: Unit pricing/hourly rate: _____

Company: _____

BY: _____ Date
(SIGNATURE of Authorized Officer)

(PRINT NAME AND TITLE) (ADDRESS) (Company Tel. Number)

ATTACHMENT B
Required Disclosure Form

Supplement to RFQ/RFP #2025-00: Commissioning Services for the BHS HVAC Mechanical upgrades

Respondent: _____ Date: _____

Complete either Section A or B

A. Acceptance _____ The Response submitted by Respondent accepts all of the terms and conditions set forth in the RFQ/RFP for the Project, including Addendums and explanatory responses issued by the Town of Bethel Procurement Department, if any.

B. Exceptions to the RFQ/RFP
_____ The Response for the Respondent takes exception to certain terms or conditions set forth in the RFQ/RFP, Addendums and explanatory responses for the Project and/or explanatory responses issued by the Town of Bethel Procurement Department, if any.

Attach any exception(s) on a separate sheet(s) of paper

Legal Name of Contractor: _____

Signature of Officer

Title of duly authorized officer

Print Name of Officer

Date

Tel: _____ Email: _____

ATTACHMENT C

LEGAL STATUS DISCLOSURE FORM

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the respondent's regular employees regularly in attendance to carry on the respondent's business in the respondent's own name. An office maintained, occupied and used by a respondent only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a respondent will not be considered a permanent place of business of the respondent.

IF A SOLELY OWNED BUSINESS:

Respondent's Full Legal Name

Street Address

Mailing Address (if different from Street Address)

Owner's Full Legal Name

Number of years engaged in business under sole proprietor or trade name _____

Does the respondent have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that

"Permanent place of business."

IF A CORPORATION:

Respondent's Full Legal Name

Street Address

Mailing Address (if different from Street Address)

Owner's Full Legal Name

Number of years engaged in business

Names of Current Officers

President Secretary Chief Financial Officer

Does the respondent have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A LIMITED LIABILITY COMPANY:

Respondent's Full Legal Name

Street Address

Mailing Address (if different from Street Address)

Owner's Full Legal Name

Number of years engaged in business

Names of Current Manager(s) and Member(s)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Does the respondent have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A PARTNERSHIP:

Respondent's _____ Full _____ Legal _____ Name

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's _____ Full _____ Legal _____ Name

Number of years engaged in business _____

Names of Current Partners

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Does the respondent have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

Respondent's Full Legal Name: _____

Respondent's Representative, Duly Authorized: _____

_____ Full Legal Name of Proposer

By: _____ [Signature of Officer signing]

_____ [Print Name and Title of
Respondent's Authorized Representative]

Date: _____

END OF LEGAL STATUS DISCLOSURE FORM

ATTACHMENT “D”

INSURANCE REQUIREMENTS

Prior to the commencement of the work, and until final completion and acceptance of the work, the CONTRACTOR shall procure and maintain the following types of insurance and maintain all insurance coverage for the life of the CONTRACT, from an insurance company or companies with an A.M. Best Rating of A- (IX) or better. Such insurance will protect and indemnify the Town Indemnified Parties from all claims which may arise out of or result from the CONTRACTOR’s obligations under this agreement, whether caused by the CONTRACTOR or by a subcontractor or any person or entity directly or indirectly employed by the CONTRACTOR or by anyone for whose acts said CONTRACTOR may be liable.

Insurance certificates provided hereunder are subject to the approval of the Town’s insurer whom shall be the final arbiter of whether the insurance is acceptable and meets the requirements as to coverages, insurer rating, endorsements, exclusions, and other applicable terms. as they pertain to the Contract and scope of the work.

As to the insurance required, the insurer(s) and/or their authorized agents shall provide Town of Bethel with certificates of insurance prior to commencement of the work, describing the coverage and providing that the insurer shall give Town of Bethel written notice at least ten (10) days in advance of any termination, expiration or changes in coverage.

A. *Workers Compensation:* The CONTRACTOR shall provide workers compensation and employer’s liability insurance that complies with the regulations of the State of Connecticut with limits no less than \$1,000,000 each accident by bodily injury; \$1,000,000 each accident by disease and a policy limit of \$1,000,000. Such policy shall contain a waiver of subrogation/ “right to recover from others endorsement” in favor of the TOWN.

In addition to any other requirements related to worker’s compensation insurance, if CONTRACTOR is a sole proprietor, a single member limited liability company or otherwise has no employees, CONTRACTOR shall maintain Worker’s Compensation Insurance as if it where an “employer” as such term is defined in and in accordance with Connecticut’s General Statutes

B. *Commercial General Liability Insurance:* The CONTRACTOR shall provide commercial general liability insurance policy that includes products, operations and completed operations as follows: Bodily injury & property damage with an occurrence limit of \$1,000,000: Personal & advertising injury limit of \$1,000,000 per occurrence: General aggregate limit of \$2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of \$2,000,000.

Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance carried by the Town of Bethel. Such Policy shall name the Town of Bethel as an Additional Insured with respect to claims arising out of the Contractor’s negligence or for the negligence of those for whom the Contractor is responsible, by endorsement, ISO Forms CG2010 and CG 2037 or their equivalent.

In addition, such policy shall contain a broad form contractual liability endorsement or similar wording within the policy form, if applicable.

C. *Commercial Automobile Insurance:* The CONTRACTOR shall provide commercial automobile insurance for any owned and/or leased autos in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit. Such coverage shall also include hired and non-owned automobile coverage.

- C. *Umbrella Liability Insurance*: The CONTRACTOR shall provide commercial umbrella liability with limits no less than \$5,000,000 each occurrence and \$5,000,000 in the aggregate, without restriction or limitation, providing coverage over items (A), (B), (C), as noted above on a primary and non-contributory basis.
- D. *Professional Liability Insurance*: The Contractor shall purchase and maintain a policy covering their professional liability/errors & omissions with limits no less than \$2,000,000 each claim and \$2,000,000 in the aggregate. If written on a claim made basis, such insurance shall be maintained for no less than three years after completion of the work. Such policy shall name the Town of Bethel and Bethel Board of Education as additional insureds.

The TOWN OF BETHEL and the BETHEL BOARD OF EDUCATION shall be named as an additional insured on a primary and non-contributory basis as required for the Commercial General Liability Insurance, Commercial Automobile Insurance, Umbrella Liability Insurance and Professional Liability Policy.

Said policies shall not be cancelled or permitted to lapse until final completion and approval of the performance of the work until thirty (30) days after the TOWN has received written notice, by certified or registered mail, that the cancellation or change of such policy is contemplated.

LIMITATION OF LIABILITY OF ANY FORM BY THE CONTRACTOR IS EXPRESSLY FORBIDDEN. IT'S EXPECTED THE CONTRACTOR WILL EXPOSE THE FULL LIMITS UNDER THEIR INSURANCE POLICIES – THESE ARE ONLY THE MINIMUM REQUIREMENTS TO DO BUSINESS WITH THE TOWN.

The CONTRACTOR shall advise all their insurers of the CONTRACT provisions regarding insurance. The failure of the CONTRACTOR to notify insurers of the CONTRACT provision shall not relieve the CONTRACTOR from its insurance obligations under the Agreement. Non-fulfillment of the insurance provisions shall constitute a breach of this agreement and the TOWN retains the right to stop work until proper evidence of insurance is provided.

ATTACHMENT “E”

REQUIRED CONTRACT TERMS AND CONDITIONS

In addition to the terms and conditions in the RFQ/RFP, the following conditions will be included in the contract with CONTRACTOR selected for the services described. This is not a complete list of contract terms and conditions. The Town has the discretion to add or modify contract terms and conditions prior to or during the negotiation process.

A. INDEMNIFICATION

The CONTRACTOR agrees that it shall indemnify, defend and hold harmless the TOWN, OF BETHEL and the BOARD OF EDUCATION, its officials, officers, employees, officers, officials, agents, volunteers, independent contractors and designees, including any of the foregoing sued as individuals (“Town Indemnified Parties”), to the fullest extent permitted by law from and against any and all proceedings, suits, actions claims, suits, actions, obligations, liabilities, damages, awards, judgments, losses or injury (including the resulting death of a person), penalties, and expenses (including reasonable attorneys' fees) arising out of or relating, directly or indirectly, to the CONTRACTOR’S malfeasance, misconduct, negligence or failure to meets its obligations under the RFP/RFQ or the Contract, which obligations shall survive the termination or expiration of the Contract. This indemnification obligation expressly applies to CONTRACTOR and its employees, agents, subcontractors, representatives or any other person, firm or individual under its authority or control Nothing in this section shall obligate the CONTRACTOR to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Town Indemnified Parties.

The Town of Bethel is a municipal agency of the State of Connecticut. Neither the Town of Bethel nor the Bethel Board of Education, will defend, indemnify or hold harmless the CONTRACTOR.

In any and all claims against the Town Indemnified Parties made or brought by any employee of the CONTRACTOR, or anyone directly or indirectly employed or contracted with or by the CONTRACTOR, or anyone for whose acts or omissions the CONTRACTOR is or may be liable, the CONTRACTOR’S obligations under this Section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the CONTRACTOR under worker’s compensation acts, disability benefit acts, or other employee benefits acts.

The CONTRACTOR shall also be required to pay any and all attorney’s fees incurred by the Town Indemnified parties in enforcing any of the CONTRACTOR’S obligations under this Section, which obligations shall survive the termination or expiration of the RFP and the Contract.

B. COMPLIANCE WITH IMMIGRATION LAWS

The CONTRACTOR agrees and warrants that it, and any sub-CONTRACTOR engaged for purposes of this Contract, will comply with and abide by all statutes, laws and regulations pertaining to immigration.

The CONTRACTOR shall defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent CONTRACTORS, including any of the foregoing sued as individuals (collectively, the “Town Indemnified Parties”), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney’s fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under the Immigration Reform and Control Act (“IRCA”) imposed upon the CONTRACTOR

or its subcontractor. The CONTRACTOR shall also be required to pay any and all attorney's fees and costs incurred by the Town Indemnified Parties in enforcing any of the CONTRACTOR's obligations under this provision, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the contract

C. NON-DISCRIMINATION

The CONTRACTOR agrees and warrants that it, and any subcontractor engaged for purposes of this Contract, will comply with and abide by all statutes, laws and regulations and executive orders pertaining to non-discrimination. Non-Discrimination contract language will be included in the contract and will read, in part, the following:

The CONTRACTOR agrees and warrants that in the performance of the contract such CONTRACTOR will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such CONTRACTOR that such disability prevents performance of the work involved.

In addition, the CONTRACTOR further certifies that it is an affirmative action employer meeting both in policy and practices the principles of the Affirmative Action Program.

D. SUB-CONTRACTING

Prior to entering into any subcontract agreement(s) for the work described in the Contract, the CONTRACTOR shall provide the Town with written notice of the identity (full legal name, street address, mailing address, if different from street address, and telephone number) of each proposed subcontractor. The Town shall have the right to object to any proposed subcontractor by providing the CONTRACTOR with written notice thereof within seven (7) business days of receipt of all required information about the proposed subcontractor. If the Town objects to a proposed subcontractor, the CONTRACTOR shall not use that subcontractor for any portion of the work described in the contract.

All permitted subcontracting shall be subject to the same terms and conditions as are applicable to the CONTRACTOR. The CONTRACTOR shall remain fully and solely liable and responsible to the Town and the Board of Education, for the performance of the work described in the contract. The CONTRACTOR also agrees to promptly pay each of its subcontractors within thirty (30) days of receipt of payment from the Town or otherwise in accordance with the law. The CONTRACTOR shall assure compliance with all requirements of the contract. The CONTRACTOR shall also be fully liable and solely responsible to the Town for the acts and omissions of its subcontractors and of persons employed, whether directly or indirectly, by its subcontractor(s).

E. COOPERATION

Contractor and Town agree to execute any documents part of or reasonably related to the Contract that may have been inadvertently omitted or whose missing signature was not detected. Contractor also agrees to initial or sign a document when requested to correct a clerical error or omission that may be necessary to meet statutory contract compliance requirements. Contractor and Town will cooperate to correct said errors or omissions within ten (10) days of receipt of request from the other party.

F. TERMINATION WITHOUT CAUSE

The TOWN may terminate this CONTRACT at any time without cause by giving thirty (30) days written notice to CONTRACTOR. As soon as practicable after receipt of a written notice of termination without cause, CONTRACTOR shall submit a statement to the TOWN showing in detail the Services performed under this CONTRACT through the date of termination. In the event of termination without cause pursuant to this Section, TOWN agrees to: (i) pay CONTRACTOR a pro rata amount of the purchase price for Services rendered through the termination date based on percentage of completion of the services; and (ii) pay CONTRACTOR any reasonable and unavoidable additional costs and expenses which CONTRACTOR incurs or becomes obligated for prior to the effective termination date and/or as a result of such termination. The forgoing payment obligation is contingent upon CONTRACTOR having provided TOWN with written documentation adequate to verify the above payments to CONTRACTOR for such termination.

G. GOVERNING LAW; SEVERABILITY, ASSIGNMENT

The CONTRACT between the CONTRACTOR and the TOWN as set forth herein shall be governed by and enforceable in accordance with the law of the State of Connecticut. The CONTRACTOR consents to personal jurisdiction in Connecticut. The provisions of this CONTRACT are severable. The invalidity of any part of this CONTRACT shall not invalidate the remainder of any portion hereof. Neither the TOWN nor the CONTRACTOR shall assign any aspect of the CONTRACT between the TOWN and the CONTRACTOR except upon the prior written consent of the other party.