

## REQUEST FOR PROPOSALS

### **#2024-008: Owners Representative Services for Bethel High School HVAC Mechanical Upgrades**

Town of Bethel Procurement Committee/Town Finance  
1 School Street, Bethel, CT 06801

Request for Qualifications/Request for Proposals “RFP 2024-008”

**Owner:** Town of Bethel (“Town”)

**Issued By:** Town of Bethel Procurement Committee

**Project Name:** Owners Representative Services for Bethel High School HVAC Mechanical Upgrades

**Project Location; Bethel, Connecticut**

#### **Project Summary:**

The Town of Bethel is soliciting qualifications and proposals from qualified consulting firms interested in providing professional owner’s representative services for the Bethel High School HVAC Mechanical Upgrades project. The purpose of this project is to improve indoor air quality at Bethel High School by adding air conditioning to unairconditioned classroom spaces and to replace failing exhaust fans and air handlers.

**RFQ/RFP Release Date:** Wednesday 7/10/2024

**Optional Site Visit:** Thursday 7/18/23 from 2pm-4pm at the Bethel High School main entrance: 300 Whittlesey Drive, Bethel CT

**Question Submission Deadline:** Tuesday July 13<sup>th</sup>, 2024

**Question Response Deadline:** Monday July 29<sup>th</sup>, 2024

**RFQ/RFP Submission Deadline:** Monday August 5<sup>th</sup> at 8:15am

**Construction Completion Deadline:** Substantially Complete by August 15, 2025

**Bid Opening Date:** Sealed proposals for the Owners Representative Services for Bethel High School HVAC Mechanical Upgrades will be received by the Town of Bethel at 1 School Street on or before Monday August 5<sup>th</sup> 2024 at 8:15am Said proposals will be opened publicly read aloud at a meeting of the Procurement Committee to be held Monday August 5<sup>th</sup> 2024 at 8:30am at the Clifford J. Hurgin Municipal Center, 1 School Street, Bethel, CT 06801 in Meeting Room A and via Google Meet: [meet.google.com/mqp-qknp-ksh](https://meet.google.com/mqp-qknp-ksh) OR by phone (US) +1 385-404-0586 PIN: 267 472 342#

**Contact Persons:**

Sam Flynn, Town of Bethel Purchasing Agent, [flynns@bethel-ct.gov](mailto:flynns@bethel-ct.gov)

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

Tyler Stevens, Board of Education 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****PROJECT REQUIREMENTS**

**Brief Description:** The Town seeks a is soliciting qualifications and proposals from qualified consulting firms interested in providing professional owner's representative services for the Bethel High School HVAC Mechanical Upgrades project as described below, said services being more specifically set for in Section A. 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. There is **Optional** site walk through on **Thursday July 18th, 2024 from 2pm-4pm at the Bethel High School Main Entrance**. The project is required to be substantially complete not later than August 15, 2025.

**Bethel High School HVAC Mechanical Upgrades project:**

Budget: \$4,180,007

Description:

The Base project includes furnishing and installing DOAS-1, ACCU-2, ACCU-3, and all associated indoor VRF units serving second and third floors. Work to include but not limited to, providing all associated equipment, ductwork, piping, controls, structure, electrical, architectural and components necessary for a fully functioning system. Cap DOAS-1 duct mains in first floor ceiling for future connection. Valve and cap DOAS-2 hot water mains in first floor ceiling for future connection. Perform unit ventilator demolition work and replacement with finned tube radiation in rooms being served by DOAS-1 on second and third floors. Provide all electrical work to support mechanical upgrades including replacing MMC-4 with new panel board and migrating existing electrical loads. When replacing MCC, the existing exhaust fans remaining in service shall be provided with motor starters and mechanical time clocks. Contractor to verify power requirements to match. There are seven fans on the 1970 roof. Refer to dwg M4.1 for building references and locations. MC to furnish motor starters, time clocks and control.

Alternate work includes additional air conditioning to portions of the 1970 and 1975 areas of the high school as well as removals of existing HVAC and electrical systems. Alternates are defined under specification section Alternates 012300. Work includes but is not limited to providing new dedicated outside air supply units, VRF systems, exhaust fans, controls, structural work,

architectural work, roofing, curbs, supports, duct work, piping, draining and refilling heating system, insulation, electrical, electrical power upgrades, temporary power, power for construction activities, controls, cutting and patching, restoration, chases, fire stopping, smoke sealing, fire alarm, ceiling work, general conditions, restoration, coordination, supervision, phased construction, painting, rigging, mechanical and electrical system shut downs, commissioning, submittals, closeout, etc. as defined in the contract documents and as required for a complete and fully operational system. Contractor to maintain heating in the building between October 1 and May 15 of each calendar year.

The intent is to have a general or mechanical prime contractor coordinate all activities for the project and provide on-site supervision for all trade contractors whether mechanical work is ongoing or not. Contractor to coordinate all construction activities and schedules with Bethel High School prior to commencing construction activities.

Project is anticipated to be phased. Contractor to coordinate with Bethel High School for access to the site and areas of work. All work in the corridors to be completed outside of normal school hours. Work on the roof, mechanical type rooms and designated classroom areas can be performed during school hours. Groups of classrooms can be made available to the contractor to perform work during normal school hours. Assume blocks of up to 3 classrooms at a time. Contractor to coordinate all coring, saw cutting and hammer drilling activities to before or after school hours.

Lead or Prime contractor is to provide full time project supervision to coordinate and supervise all trades whether their specific trade is working on the site or not.

Respective contractors shall be on site to accept deliveries if materials are shipped directly to the site. The Town will not accept deliveries on behalf of the contractors. Contractors will be responsible for any cost associated with rejected deliveries.

Refer to the Division 1 specification for additional project requirements.

All work associated with hazardous material removal shall be provided under this contract. Refer to specification section 003126 for requirements.

Components to remain. Verify and identify that any existing systems or components to remain are, at turnover, in a condition suitable for re-use consistent with “new” installation. These potentially could include, but are not limited to: structural steel, curbs, roofing, rooftop ductwork, electrical wiring and components, controls network wiring, technology systems, etc.

The Town seeks a contractor to perform abatement services of asbestos, lead & universal waste within Bethel High School.

These materials are to be removed and disposed of in accordance with all local and state statutes and regulations.

## **A. Scope of Services**

1. General: The Owner's Representative shall have the authority to act on behalf of the Town only to the extent provided in contractual agreements to which the Town is a party. The Owner's Representative shall confer with the Town and designated staff of the Board of Education at

intervals and on occasions appropriate to the various stages of the project (design, construction and programming).

## 2. Duties and Responsibilities

- a. Provide consultation services and advice by working closely with the Town, Building Committee assigned to this project, Building Department, Fire Marshall, Police, designated staff of the Board of Education, relevant State offices and officials, and the community at large on every aspect of the Bethel High School HVAC Mechanical Upgrades project.
- b. Preconstruction activities shall include attendance at program and construction meetings, reporting to the town, cash flow requirement preparation and budget tracking development.
- c. The Owner's Representative shall observe the progress and quality of the work as the Owner deems reasonably necessary at various stages of construction to determine, in general, that it is proceeding in accordance with the contract documents. Notify the town and designated staff of the Board of Education immediately if, in the Representative's opinion, work does not conform to the contract documents or requires special inspection or testing.
- d. Assist the Town with the completion of, review and provide input on developing and submitting required Town and State filings (with associated back-up), including funding authorization requests and reimbursement requests to the State of Connecticut.
- e. Work closely with the Town and Board of Education staff on all aspects of the Bethel High School HVAC Mechanical Upgrades project, including the grant and reimbursement application and management process.
- f. The Owner's Representative shall be familiar with the Owner's staff and various contract documents. Obtain any necessary interpretations from the Engineer.
- g. The Owner's Representative shall attend meetings as requested by the town and state agencies and report to the town on the proceedings including attendance at town building committee meetings and Board of Education meetings as requested.
- h. Review and oversee critical path schedules for design and construction provided by others.
- i. Review and oversee project budgets, schedules and cash flow projections.
- j. Oversee and coordinate detailed Bethel High School HVAC Mechanical Upgrades project cost estimating and any required reconciliation between estimates and budgets. Identify cost control and value management options to keep the Bethel High School HVAC Mechanical Upgrades project on budget and ensure compliance with Town and Board of Education approvals, State reimbursement requirements and Bethel High School HVAC Mechanical Upgrades project specifications.
- k. The Owner's Representative shall consult with the Engineer in its review of shop drawings, product data and samples. Notify the Engineer, the town and designated BOE staff if any portions of the work requiring shop drawings, product data or samples is commenced before such submittals have been approved.
- l. Provide oversight for efficient and comprehensive communications and tracking of critical project elements (e.g., requests for information (RFI's); change orders, submittals, addendums, meeting minutes, schedules, etc.).
- m. The Owner's Representative shall observe the Contractor's as-built drawings at intervals appropriate to the state of construction and notify the Engineer, the

town and designated BOE staff of any apparent failure by the contractor to maintain up-to-date records.

- n. Assist in the monitoring and reporting on contract manager, contractor and subcontractor compliance with all local, state and federal requirements.
- o. Develop and implement a system for prompt review of change orders, recommendation whether to approve or deny, and processing and tracking of change orders, including State Change Orders to the DAS Office of School Construction Grants.
- p. Attend and, where required, represent the Town at all Bethel High School HVAC Mechanical Upgrades project meetings, including job meetings, regulatory meetings and any other meetings as required.
- q. Develop and implement a procedure for review, approval and processing of contractor and professional consultant requests for payment.
- r. Assist the Town and Board of Education to resolve any questions that arise during the Bethel High School HVAC Mechanical Upgrades project design and construction.
- s. The Owner's Representative shall review applications for payment submitted by the Construction Manager or General Contractor and Engineer with the Engineer on recommendations for payment.
- t. The Owner's Representative shall monitor the Construction Manager's construction or General schedules on an ongoing basis and alert the Engineer and the town and designated BOE staff to conditions that may lead to delays in completion of the Work.
- u. The Owner's Representative shall coordinate tests required by the Contract documents. Record and report to the Engineer and the town on test procedures, test results and verify testing invoices to be paid by the Owner.
- v. The Owner's Representative shall review various logs maintained by the Construction Manager or General Contractor that record activities on the site including weather conditions, nature and location of work being performed, verbal instructions, specific observations, OSHA violations, accidents and/or injuries on the job site. Review the event log for items that may result in a claim for a change in the Contract Sum or Contract Time.
- w. The Owner's Representative shall develop and maintain change order logs, project schedule and cash flow projections, which shall include time expended and time allotted for services rendered pursuant to the Owner's Representative Contract, at regular intervals and upon request.
- x. The Owner's Representative shall coordinate with the Commissioning Agent in conducting inspections and testing to determine conformance with design documents.
- y. Coordinate the completion and construction phase closeout of all projects including but not limited to: ensuring all appropriate documents are submitted, warranty issue oversight,

owner-implemented changes and/or additions to the Bethel High School HVAC Mechanical Upgrades project.

- z. The Owner's Representative shall coordinate with the Engineer in conducting inspections to determine the date or dates of Substantial Completion and the date of Final Completion.
- aa. The Owner's Representative shall coordinate with the Engineer in receipt and transmittal to the Owner of documentation required of the Contractor and subcontractors at completion of the work.
- bb. The Owner's Representative shall verify that the engineer is utilizing all available utility conservation rebates and consulting with utility companies.
- cc. Prepare for and assist in the State project audit process.
- dd. Review Certified Payrolls for reasonableness, completeness and compliance with the law.
- ee. Provide Value Management/Engineering Oversight.
- ff. Provide documentation management services (e.g., warranties, as-builts, manuals, etc.).
- gg. Determine final completion and turnover to the Town of all required materials.
- hh. Keep meeting minutes as needed.

### **3. Limitations**

The Owner's Representative shall not:

- a. Authorize deviations from the contract documents.
- b. Approve substitution of materials or equipment.
- c. Personally conduct or participate in tests or third party inspections.
- d. Assume any of the responsibilities of the Construction Management's or General Contractor, superintendent or its subcontractors.
- e. Expedite the work for the Construction Manager.
- f. Issue directions concerning aspects of construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the work.
- g. Authorize or suggest that the Town occupy the project in whole or part.
- h. Issue a Certificate for Payment or Certificate of Substantial Completion.
- i. Prepare or certify to the preparation of shop drawings.
- j. Reject work or require special inspection or testing except as authorized in writing by the Engineer and town.
- k. Order the General Contractors to stop the work or any portion thereof except where there is an immediate danger to the health and safety of personnel or change orders that have not been properly approved.

## **PROPOSAL REQUIREMENTS**

### **A. Questions**

Questions or requests for clarification regarding this RFP can be directed to Purchasing Agent Sam Flynn (203) 794-8512 or can be sent via email to Purchasing Agent Sam Flynn at [FlynnS@bethel-ct.gov](mailto:FlynnS@bethel-ct.gov). If questions arise that need a formal reply, they will be answered in the form of an addendum or information letter to all bidders.

## **B. Proposal Submission Deadline and Format**

All RFP submissions must be received by the Town by **8:15 AM Monday August 5th, 2024**. The bids will be opened at **8:30AM on Monday August 5th, 2024** in Meeting Room A of the Municipal Center and via Google Meet: [meet.google.com/mqp-qknp-ksh](https://meet.google.com/mqp-qknp-ksh) OR join by phone (US) +1 385-404-0586 PIN: 267 472 342#

Request for Proposals must be submitted in a sealed envelope clearly marked "**Bid for Owners Representative Services for Bethel High School HVAC Mechanical Upgrades**". Three (3) 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.

## **C. 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.

## **D. Qualifications Package**

Minimum information to be included:

### **Firm Overview.**

- Name of firm and firm's representative and his/her contact information
- Location of principal and branch offices that would work on these projects
- Length of time in business
- Legal Status Disclosure form to be completed, attached hereto

**Experience.** 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.*

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

### **Past Claims or Disputes.**

- 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 who they were with and give a status of each even if they are pending.
- 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.
- 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.

### **REQUIRED DISCLOSURE FORM.**

Bidder must disclose on the Required Disclosure Form attached hereto, whether its response does not take any exception to any requirement of the RFP/RFQ, or if it does take exception. Exceptions must be specified.

### **CHRO.**

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 be set aside 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 total state-funded value with DAS-certified Small Businesses and 6.25% of the total state-funded value with DAS-certified Minority-, Women-, and/or Disabled-owned Businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

### **AFFIRMATIVE ACTION.**

- Include statement of Affirmative Action compliance.
- 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

## E. Proposed Project Approach

Minimum information to be included:

**Discussion of Key Milestones.** Provide a description of how you will accomplish key milestones (including, but not limited to: project kick-off; design development, review, and approval; ordering of equipment; demolition; construction; startup; commissioning)

**Schedule.** Include a high-level project schedule for key milestones that results in project completion by the August 2025 deadline.

**Staffing.** Identify key staff to be assigned, including managers, with roles and responsibilities.

**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.

**Periodic Progress Meetings.** Describe how you propose to update Town on project progress and next steps.

**Pricing.** Complete and submit the attached Pricing Proposal form.

## F. Additional Requirements

Proposal shall confirm the following in writing:

### **Insurance coverage**

The Contractor shall purchase 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- (VII) or better. Such insurance shall protect and indemnify Town of Bethel and Bethel Board of Education 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 said Contractor or by anyone for whose acts said Contractor may be liable.

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.

All insurance coverage and policies 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. All insurance coverage must be approved and in force prior to commencement of the work by Contractor.

#### **A. Worker's Compensation**

Contractor shall provide worker's 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 our right to recover from others endorsement" in favor of the Town of Bethel.

#### **B. Commercial General Liability Insurance**

Contractor shall provide a commercial general liability insurance policy that includes products, operations and completed operations. Limits should be at least: 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 and Bethel Board of Education as Additional Insureds 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.

#### **C. Commercial Automobile Insurance**

Contractor shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage.

#### **D. Umbrella Liability Insurance**

Contractor shall provide an umbrella liability policy in excess (without restriction or limitation) of those limits and coverage described in items (A) through (C). Such policy shall contain limits of liability in the amount of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.

#### **E. Professional Liability Insurance**

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.

1. **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 and neither the Contractor nor its employees shall be entitled to any benefits to which employees of Town of Bethel are entitled including, but not limited to, worker's compensation, overtime, retirement benefits, health care benefits, vacation pay or sick leave

2. **Indemnification**

The firm shall indemnify and hold harmless the Town of Bethel and its agents and Employees from and against all claims, damages, losses and expenses, including Attorney's fees arising out of, or resulting from the performance of the work.

3. **Means & Methods**

All Bidders are required to inform themselves fully of the conditions relating to the construction and labor 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.

4. **Bid Duration**

5. Bids may be held by the Town of Bethel for a period of not to exceed one hundred and twenty (120) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of the Bidders prior to awarding the contract.

6. **Prevailing Wage Rates**

The minimum rates to be paid labor of the various classifications shall be in accordance with current schedule of wages established by the State Labor Commissioner as provided in the General Statutes of Connecticut and the federal Davis Bacon Regulations, as revised.

7. **Addenda & Clarifications**

Addenda or written clarifications will be issued to all potential bidders. In order to receive the updates, the bidder must email their intent to bid to [FlynnS@bethel-ct.gov](mailto:FlynnS@bethel-ct.gov)

## **8. State Set-Aside and Contract Compliance Requirements**

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

## **9. HVAC Indoor Air Quality Grant Program**

Funding is made through the HVAC Indoor Air Quality Grant Program for Public Schools pursuant to C.G.S. Section 10 -265r . Contract terms will be subject to compliance with all applicable laws and regulations thereunder. The project must be completed no later than December 31, 2025. Retainage required.

## **10. Contract Requirement/Change Orders**

The Owners Representative contract will include language that requires written approval of Town prior to the commencement of the work that is the subject of the change order.

## **PROPOSAL REVIEW AND OWNER’S REPRESENTATIVE SELECTION PROCESS**

### **A. Selection**

The Bethel Procurement Committee will review the responses for compliance with the required documentation 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

# 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 owners representative services to the Town of Bethel, CT as described herein for the price stated below:

Owners Representative Services for Bethel High School HVAC Mechanical Upgrades

PRICE IN WORDS: \_\_\_\_\_

PRICE IN FIGURES: \_\_\_\_\_

BY: \_\_\_\_\_  
(SIGNATURE) (COMPANY NAME)

\_\_\_\_\_  
(PRINT NAME AND TITLE) (ADDRESS)

\_\_\_\_\_  
(DATE) (TELEPHONE)

Required Disclosure Form

Supplement to RFQ/RFP # \_\_\_\_\_

HVAC Improvements to Bethel High School (“Project”)

Respondent: \_\_\_\_\_

Date: \_\_\_\_\_

Complete either Section A or B

A. Acceptance

\_\_\_\_\_ The Response submitted by Respondent accepts the terms and conditions set forth in the RFQ/RFP for the Project, including 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 for the Project, including explanatory responses issued by the Town of Bethel Procurement Department, if any. Attach any exception(s) on a separate sheet(s) of paper

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Title of duly authorized officer

\_\_\_\_\_  
Print Name of Officer

\_\_\_\_\_  
Date

### 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)
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Name & Title (if any)	Residential Address (street only)
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Name & Title (if any)	Residential Address (street only)
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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."

\_\_\_\_\_

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\_\_\_\_\_  
Respondent's Full Legal Name

\_\_\_\_\_  
(print)  
Name and Title of Respondent's Authorized Representative

\_\_\_\_\_  
(signature)  
Respondent's Representative, Duly Authorized

\_\_\_\_\_  
Date

END OF LEGAL STATUS DISCLOSURE FORM