

NAUGATUCK, CONNECTICUT

Request for Proposals for Street and Park Light Maintenance

Contract No. FY27-B087

CONTRACT DOCUMENTS

PREPARED BY THE
BOROUGH OF NAUGATUCK
Department of Public Works

May 13, 2026



Borough of Naugatuck

REQUEST FOR PROPOSAL FOR STREET AND PARK LIGHT MAINTENANCE

The Borough of Naugatuck seeks Proposals for Street and Park Light Maintenance for the period of 3 years, July 1, 2026 thru June 30, 2029.

Sealed proposals will be received by the Purchasing Agent for the Borough of Naugatuck, Accounting Dept., Town Hall Basement, 229 Church Street, Connecticut, 06770 until **11:00 AM, Thursday, May 28, 2026** for furnishing the commodities and/or services herein listed. Late submissions will not be accepted.

Contract FY27-B087 Request for Proposal for Street and Park Light Maintenance

Immediately following the above time and date sealed bids will be publicly opened and read at the Town Hall at the Borough of Naugatuck, Commissioner's Corner, 229 Church Street, Naugatuck, CT 06770 and read aloud via Zoom.

Please follow link below to access scheduled bid opening.

Join Zoom Meeting:

<https://us06web.zoom.us/j/6761116286?pwd=JEzCAEJloet3nV2NV0o0oviSbAGanu.1&omn=81088580188>

Meeting chat link

<https://us06web.zoom.us/launch/jc/81088580188>

Meeting ID: 676 111 6286

Passcode: 560827

One tap mobile

+16465189805,,6761116286# US (New York)

+19292056099,,6761116286# US (New York)

Join by SIP

• 6761116286@zoomcrc.com

Join instructions

<https://us06web.zoom.us/meetings/81088580188/invitations?signature=oMO1uMvJmTQpRY3aHfed1gFCPQcFg-oC2g2h0B40YsA>

The bid document may be examined and obtained at no cost from the Borough of Naugatuck web site <http://www.naugatuck-ct.gov>. All bidders must check the Borough web site within two days of the scheduled bid opening to check for addenda.

The Borough of Naugatuck reserves the right to waive any informalities or to reject any or all bids.

No Bidder may withdraw his bid within (90) days after the actual date of the opening thereof.

The Borough of Naugatuck is an affirmative action/equal opportunity employer MBE's, WBE's and SBE's are encouraged to apply.

SECTION A
INFORMATION FOR BIDDERS
Borough of Naugatuck

1. Engagement of the Vendor

The Borough of Naugatuck requests seeks proposals for Street and Park Light Maintenance be submitted for the period of 3 years, July 1, 2026 thru June 30, 2029.

2. Scope of Services / Statement of Work

Description of Work

The Borough of Naugatuck expects to hire a contractor for the maintenance of Borough owned exterior street, park and building lightning. The contractor will be used on an as need basis as determined by the Borough.

Contract Term

The term of this contractor shall be for three years commencing on July 1, 2026, terminating June 30, 2029. Unless renewed by mutual agreement of both parties and under the terms and conditions of the original agreement, with two three-year terms for a possible nine-year term.

After the initial (3) year Contract term, the contract may be extended by mutual agreement of both parties for two additional terms of three (3) years, at a cost not to exceed the last year contract term prices, as adjusted annually for the Consumer Price Index (CPI), as defined as follows:

The data from the last full calendar year of the Contract shall be measured from January through December of the previous year. The CPI adjustment shall be made each year of the extension period using the data from the previous calendar year. Consumer Price Index: The final reported non-seasonally adjusted Consumer Price Index as reported by the U.S. Department of Labor, Bureau of Labor Statistics for Metropolitan Areas in the Northeast Region of the United States with population less than 1.5 million people. (All Urban Consumers, Northeast urban - Size Class B/C, series ID CUURN I OOSAO)

It is the responsibility of the respondents to pay for all costs associated with submitting qualifications and/or proposals. The Borough of Naugatuck shall not reimburse for any such costs.

The Borough will not reimburse the contractor mileage, travel time, breakdowns, or any damage or repairs to contractor's equipment.

Upon delivery or repair all invoices must state total cost for service provided, to include any and all discount amounts, if applicable. Please see Section 15 for additional information.

No pre-submission conferences are proposed.

Please direct any and all questions to:

James R. Stewart
246 Rubber Avenue,
Naugatuck, CT 06770
Tel: (203) 720-7071
jstewart@naugatuck-ct.gov

Questions must be submitted 1 week prior to receipt date.

3. Terms and Conditions

This document, its terms and conditions and any claims arising there from, shall be governed by Connecticut law. The Vendor shall comply with all applicable law, ordinances, and codes of the State of Connecticut and the Borough of Naugatuck and shall commit no trespass on any private property in performing services under this document.

The parties agree that they waive a trial by jury as to any and all claims, cause of action or disputes arising out of this document or services to be provided pursuant to this document.

Notwithstanding any such claim, dispute, or legal action, the Vendor shall continue to perform services under this document in a timely manner, unless otherwise directed by the Borough of Naugatuck.

4. Subcontracting and Assignability

None of the services covered by this document shall be subcontracted without the prior written approval of the Borough of Naugatuck for the acts and omissions of its Vendors, and of persons either directly or indirectly employed by Vendor, as it is for the acts and omissions of persons directly employed by Vendor. The Borough of Naugatuck may, before making payment on the document require either an affidavit from the Vendor that all sub Vendors and material men have been paid or may require waiver of mechanics' liens from any and all sub Vendors and material men. Any sub Vendor will be subject to the same insurance requirements as the Vendor's requirements promulgated in this document.

The Vendor shall not assign any interest in this document, and shall not transfer any interest in the same (whether by assignment or notation) without the prior written approval of the Borough of Naugatuck; provided, however, that claims for money due or to become due the Vendor from the Borough of Naugatuck under this document may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Borough of Naugatuck.

5. Termination of Contract

If, through any cause, the Vendor shall fail to fulfill, in a timely and proper manner, his obligations under this document, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this document by giving written notice to the Vendor of termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event of such termination all records prepared by the Vendor under this document shall, at the option of the Borough of Naugatuck, become its property.

6. Preparation of Proposals

The Proposal must be made upon the forms contained herein. The blank spaces in the Proposals must be filled in correctly where indicated. The Bidder must state, both in words and in numerals, written or printed in ink, the prices for which he proposes to do each Item of the work contemplated. In case of discrepancy between the words and the numerals, the words shall govern. Ditto marks are not considered writing, or printing, and shall not be used. The Bidder shall sign his Proposal correctly. If an individual makes the Proposal, his name and post office address must be shown. If made by a firm, partnership, or corporation, the Proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show the post office address of the firm, partnership, or corporation.

Each proposal must be submitted in a sealed envelope bearing on the outside the name of the Bidder, this address, and name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to: Accounting Dept., Borough of Naugatuck, City Hall, 229 Church Street, Naugatuck, CT 06770.

7. Irregular Proposals

The Borough of Naugatuck reserves the right to reject any proposals if they show any omission, alteration of form, additions not called for, conditional bids, or irregularities of any kind.

8. Withdrawal of Proposals

If a Bidder wishes to withdraw his Proposal, he may do so before the time fixed for the opening of bids by communicating his purpose to the office of the Purchasing Agent. Upon such notice, the Proposal will be handed to him unopened.

9. Sales Tax

Certain materials and supplies incorporated in the work of this project are exempt from Connecticut Sales Tax. The Bidder shall familiarize himself with current regulations of the State Tax Department. The tax on materials or supplies exempted by such regulations shall not be included as part of the bid. The Borough will furnish the successful Bidder a sales tax exemption number.

10. Compliance with Federal and State Regulations

The Vendor shall be responsible for full compliance with any Federal and/or State laws, regulations and standards, as applicable to any project fully or partially funded by State and/or Federal funding agency. This project is funded, in part, by the State and Federal government.

11. Permits

All licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes and regulations in connection with the prosecution of the work shall be obtained by the Vendor, at no additional cost to the Borough.

12. Right to Reject

The Borough reserves the right to reject any or all proposals or to accept any bid, should it deem it to be in the best interest of the Borough.

13. Equal opportunity clause.

(a) Government contracts. Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract): During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) the contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

14. Insurance

Before execution of the Contract, the Bidder will be required to file with the Borough of Naugatuck a certificate of insurance. The certificate, executed by an insurance company satisfactory to the Borough of Naugatuck shall name the Borough of Naugatuck and the State as additional insured parties on the form furnished with these specifications. The "Certificate of Insurance" shall state that at a minimum, with respect to the contract, the bidder carries insurance in accordance with the requirements and stipulations listed in the insurance agreement included at the end of this document.

Insurance Agreement, must be filled out and include a copy of the business' current/active certificate of insurance.

15. Purchasing and Invoicing

All goods and services pertaining to the Statement of Work (SOW) in this bid document shall commence with the vendors receipt of a Purchase Order from the Borough of Naugatuck.

Invoices must include the purchase order number and the charges listed in accordance with the purchase order. Invoices are to be delivered via email to accountspayable@naugatuck-ct.gov or as follows:

Borough of Naugatuck, Accounts Payable, 229 Church Street, Naugatuck, CT 06770

16. Forms Requirements

All forms in this document must be filled, signed and returned with the bid. Missing or not signed forms may disqualify bid submission package. In addition, the following forms should also be included:

- Completed IRS Form-W9
- Certificate of Insurance listing Borough of Naugatuck as Certificate Holder
- Completed Insurance Agreement (attached in references section)
- Company History, years in business.
- List of equipment to be used.
- Other services the company provides that may impact the services provided to the town.
- It is required that bidding company be located within five miles of the Borough's limits.
- Certificate of Non-Collusion Form.
- Signed Insurance agreement.
- Vendor Registration form.
- Copy of Company Business License as well as individual licenses if applicable.

17. Technical Requirements

If applicable, disclose in detail the following on a separate sheet of paper and attached to bid document. Title the attachment: Technical Requirements with bid document as a reference. Areas of disclosure include but not limited to the following:

- Power source, redundant needed and/or UPS
- Access to internal LAN. If yes, can DHCP be used or is a Static IP address needed (internal or external).
- Access to the public internet
- Hardware (not included in bid; computers, servers, switches....)
- Software (not included in bid; ancillary software required)
- Back-up/Fail over for Business Continuity
- Interoperability
- Security (type)
 - Infrastructure
 - Applications and public/private internet

SECTION B

**PROPOSAL
Borough of Naugatuck**

Contract No. FY27-B087 Request for Proposal for Street and Park Light Maintenance

The undersigned, as Bidder, declares that no person or persons, other than those named herein, are interested in this Proposal; that this Proposal is made without collusion with any person, firm or corporation; that he has carefully examined the bid documents; that no person or persons acting in any official capacity for the Borough is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this Proposal is accepted, to execute the Form of Contract with the Borough; to provide all necessary equipment, tools, and to do all work and furnish all materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Borough of Naugatuck as therein set forth, and that he will take in full payment therefore, the following prices, to wit:

The Bidder acknowledges receipt of the following addenda:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for receiving bids.

Successful bidders shall defend, indemnify and hold and save harmless the Borough of Naugatuck against and from any and all liabilities, claims, damages, losses, fees, costs, expenses, etc. which arise directly or indirectly from successful bidders' operations and/or related activities.

The Borough of Naugatuck reserves the right to reject any and all: bids in whole or in part, including low bid, to make partial awards, to waive any irregularities in any quotation, to increase or decrease quantities if quantities are listed in the bid, and may reject any bid that shows any omissions not called for, conditions, or alternate proposals, and may make any such award as is considered to be in the best interest of the Borough of Naugatuck.

SECTION C

Contract No. FY27-B087 Request for Proposal for Street and Park Light Maintenance

Time and Materials Charges for Emergency Street Light Replacement and Accident Repairs

**Diagnose and Install Cobra head LED Fixture on existing bracket on wood telephone pole
(Borough furnished fixtures)**

\$ _____

Includes the testing of existing fixture and power. Removal of existing fixture and delivery of faulty fixture to the Borough. Includes the installation of a new Borough supplied LED Fixture.

**Diagnose and Install Cobra head LED Fixture on New bracket on wood telephone pole
(Borough furnished fixture and bracket)**

\$ _____

Includes the testing of existing fixture and power. Removal of existing bulb and delivery of faulty bulb to the Borough. Includes the installation of a new Borough supplied LED Fixture.

**Diagnose and install new LED Bulb into existing retro fitted decorative street light.
(Borough furnished fixtures)**

\$ _____

Work Crew Labor Rate

\$ _____ /HR

Work that is not covered by a unit price amount shall be charged at a unit price rate/hour. The rate shall include a suitable lift truck and a minimum 2-man crew. Materials charges are not included.

Material Markup

\$ _____ %

Install low mounted Fiberglass Pole and Fixture (Borough furnished fixtures)

\$ _____

Includes the furnishing and installation of an 18' direct-bury low mount pole of the same type as nearby or closest equivalent available, a full cutoff fixture: complete and in place.

**Install Low Mounted Pole and Fixture
(Borough furnished)**

\$ _____

Includes the installation of a Borough furnished decorative pole under 20' in height. Borough furnished fixture, complete and in place on an existing foundation. Contractor shall furnish all wiring, nuts, bolts, or other appurtenances as necessary to provide a complete installation.

**Install High Mounted Pole and Fixture
(Borough furnished fixture and bracket)**

\$ _____

Includes the installation of a Borough furnished decorative pole over 20' in height. Borough furnished arm, and fixture, complete and in place on an existing foundation. Contractor shall furnish all wiring, nuts, bolts or other appurtenances as necessary to provide a complete installation.

Install Cobra Head Arm

Includes the furnishing and installation of a 6' cobra head arm. \$ _____

Reset Existing Foundation

\$ _____

Includes the removal and resetting to plumb of an existing streetlight foundation, typically after an accidental knockdown. This item includes all excavation and backfill needed to perform this work. Does not include streetlight or pole installation.

Replace Foundation

\$ _____

Includes the removal and disposal of an existing streetlight foundation only, typically after an accidental knockdown. Furnishing and installation of a new precast or poured in place concrete streetlight foundation as specified for the type of streetlight, complete and in place. This includes all excavation and backfill needed to perform this work. Does not include the streetlight or pole installation.

The material markup shall be charged on all contractor supplied materials that are not included in the unit price items.

Traffic Control – The cost of traffic control shall be included in all bid items except that the cost of police services as approved by the Borough shall be reimbursed at a rate of 100% of the cost.

Signature

Printed Name of Person Signing Proposal

Name of Business

Address

Phone

Email

Date

This agreement is entered into by and between the **Borough of Naugatuck, Connecticut** a municipal corporation having its territorial limits within the State of Connecticut, acting herein through its Mayor, who is duly authorized. (hereinafter referred to as "Borough"). and **Contractor**, a Connecticut corporation having its office and principal place of business in CT (hereinafter referred to as "Contractor").

WHEREAS, the Borough currently owns/has or is the owner of approximately 1801 streetlights from Eversource; and

WHEREAS, the Borough currently owns an additional 37 pole mounted lights located at various building and parks; and

WHEREAS, the Borough currently owns several other municipal lighting systems at various buildings and parks; and

WHEREAS, the Contractor is in the business of providing LED maintenance services for streetlights; and

WHEREAS, the Borough will require maintenance services. including repairs and replacements for its streetlights; and

WHEREAS, the Contractor is prepared to provide these maintenance services to the Borough under the terms and conditions contained herein; and

WHEREAS, the parties desire to reduce their agreements regarding these maintenance services to writing.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Maintenance

Maintenance Services includes streetlight maintenance services which shall begin on July 1, 2026. Maintenance Services shall consist of the expedited conversion of any existing streetlight fixture, owned by the Borough and reported to the Contractor as inoperable. The Contractor shall replace the inoperable streetlight fixtures with a new LED fixture, at no additional charge, per the approved LED conversion plan, in lieu of repairing the existing streetlight. If practical, the Contractor will make its best effort to replace inoperable fixtures on a priority basis. Interim Maintenance Services will also include electrical tests of the streetlight fixture for power and proper grounding of the fixture itself.

Repairs or replacements will be made upon notification by the Designated Borough Official to the Contractor via a work order submitted via email. The Designated Borough Official shall be made known to the Contractor at the time of the execution of this agreement and any changes to the Borough Designee will be made known to the Contractor within 48 hours of the change as not to cause delays of repairs. The Contractor shall provide the Designated Borough Official with the Contractor Maintenance Representative contact information within 48 hours of the execution of this agreement. Repairs or replacements shall be made within five (5) working days of notification, weather permitting. The Contractor Representative shall notify the Designated Borough Office via email of the date and time of repair or replacement within five (5) working days of the repair or replacement. Charges for this work will be described in Appendix A.

The Contractor shall have available a minimal supply or have a supplier of photo cells, lamps, and other equipment that is routinely used for these repairs or replacements in order perform the Maintenance Services in accordance with the timeframe set forth in this Paragraph. The Contractor is no expected to have a supply of pole but have arrangements with a supplier for such poles. Should any decorative fixtures not be in serviceable condition, or the pole be unserviceable to allow for the securing of the

decorative fixture, an estimate shall be provided by the Contractor for the replacement of the fixture and/or the lamppost as deemed appropriate.

Unless the Borough purchases an inventory of the new LED fixture, the Contractor will be required to wait for the delivery of the warranted replacement LED fixture which will take approximately four (4) to six (6) weeks until the replacement fixture can be installed. The Contractor shall have available a minimal supply photo cells and incidental materials that is routinely used for these repairs or replacements in order to perform the Maintenance Services in accordance with the timeframe set forth in this agreement. Contractor is not expected to have a supply of poles but have arrangements with a supplier for such poles. Should any decorative fixtures not be in serviceable condition, or the pole be unserviceable to allow for the securing of the decorative fixture, an estimate shall be provided by Contractor for the replacement of the fixture and or the lamppost as deemed appropriate.

2. Emergency Services

Subcontractor will include emergency and knockdown services for Borough streetlights and for Borough owned poles that have been knocked down due to accidents, storms, or other natural disasters. The Contractor shall provide this service on a 24 hour a day, seven (7) day per week basis. Removal, repair, and/or replacement will be considered Special Contract Provision services and priced in accordance with attachment. The Contractor shall provide emergency telephone numbers for reporting emergency repair. No work will be performed without the approval of the Designated Borough Official.

3. Documentation and Monthly Reporting

The Contractor shall document all worked performed on the streetlight system on a form to be approved by the Borough. When a repair is completed, the Contractor shall submit a completed work order via email to the Borough within three (3) working days of the repair.

The Contractor shall submit a monthly report summarizing the work performed in the previous month. The report shall include the problems identified during the monthly inspection, repairs made, streetlights installed or removed and any other changes that affect the streetlight inventory data. This report shall be submitted concurrently with the Contractors' monthly invoice for services.

4. Streetlight and Pole Labels

As part of the interim, maintenance or emergency service the Contractor will be required to label all newly installed streetlight fixture with a self-adhesive label to be affixed on the underside of the fixture as part of their streetlight maintenance responsibilities. The label shall be viewable from the ground during daylight hours and shall be provided by the Contractor. The Contractor shall also be required to number each light pole owned by the Borough in a new subdivision. The material type of the number label and method of numbering shall be approved by the Borough.

5. Licensing of Workers

All worked employed by the Contractor shall be properly licensed, trained, certified, and insured to perform installation, removal, replacement, relocation, transfer and maintenance work on streetlighting equipment in close proximity to high voltage electrical conductors.

Contractor Liaison

The Contractor shall designate a qualified company representative to coordinate all work performed and act as the liaison between the Contractor and the Designated Borough Official. This representative will be selected by the Contractor and shall be approved by the Borough DPW, which approval shall not be unreasonably withheld.

6. Answering Service for Emergency Calls

The Contactor shall have an answering service available to receive emergency calls from the Borough twenty-four (24) hours per day, including holidays, for the term of the contract. The Contractor shall respond on site to all calls from the Designated Borough Official for emergency streetlight knockdowns within three (3) hours of the call, weather permitting. Response to non-emergency calls shall be by 9:00am the next business day. The Designated Borough Official will determine whether a knockdown call is an emergency or not.

7. Disposal of Materials

The Contractor shall properly manage, handle, recycle, and dispose of any materials that are hazardous under federal, state, or local statute, ordinance, regulation, or agency order. The Borough shall be deemed the "generator" for the purposes of Resource Conservation and Recovery Act (RCRA) requirements.

8. Codes and Standards

The work to be performed under this contract will meet all applicable codes, whether Federal, State or local, and adhere to the standards for streetlighting equipment set forth in the Eversource NB-208, and as such form NB-208 may be amended in the future by PURA. In the provision of the services in this contract, the Contractor shall use only luminaries, mounting and brackets, and accessories that meet Eversource standards and applicable codes, as approved by the Public Utilities Regulatory Authority Control (PURA), or have received prior Eversource approval as equal or compatible with Eversource standards. Contractor repairs shall be limited to dedicated streetlight poles. Eversource will be required to maintain its distribution system, including conductors and dedicated overhead feeds.

REFERENCES

The Bidder is required to fill out the following form to enable the Borough to make inquiries and judge as to the Bidder's experience, skill, available financial resources, credit, and business standing.

1. Number of years the bidder has been in business: _____

2. List three (3) references of similar nature to the work described herein that the Bidder has completed, with name, address, and telephone number of a reference for each.

2. Has the Bidder ever failed complete work awarded; and if so, state where and why:

3. Does the Bidder plan to sublet any part of this work; and if so, give details:

Bidder Name: _____

Bidder Address: _____

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature

_____/_____/_____
Date

Printed Name of Person Signing Proposal

Name of Business

BOROUGH OF NAUGATUCK: INSURANCE REQUIREMENTS

1. Indemnification and Insurance

_____ ('The Contractor') shall indemnify, defend and hold harmless the Borough of Naugatuck, its officials, officers, employees and designees caused in whole or in part to the fullest extent permitted by law from and against any and all claims, suits, actions, obligations, liabilities, damages, losses or injury (including the resulting death of a person), penalties, and expenses (including reasonable attorneys' fees) to the extent arising out of the performance of this Agreement or due to the Contractor's negligence or willful misconduct or omissions of the Contractor or its employees, agents, subcontractors or representatives.

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 licensed to do business in the state of Connecticut.

Evidence of insurance, with adequate limits of liability, shall be furnished to the Borough. Such evidence shall be in the form of a formal certificate of insurance properly executed by a licensed representative of the participating insurers and must contain a clause granting at least thirty (30) days prior written notice to the Borough of intent to affect cancellation, non-renewal, or other material change which may have an adverse effect on the policies of insurance referred to in the certificate.

The Borough expressly retains the right via endorsement to recover and/or subrogate for any and all damages caused by or resulting from the products or work of the Contractor or subcontractors. Where applicable, policies shall also be endorsed to include a Waiver of Subrogation in favor of the Borough, as well as name the Borough as an additional insured on a primary and non-contributory basis. The Contractor must require that all subcontractors, agents, and assigns procure and maintain insurance protection comparable to that required of the Contractor including additional insured status and waiver of subrogation requirements.

In the event of a dispute with respect to contract terms and conditions, this agreement and all of its terms and conditions, including but not limited to insurance and indemnification requirements, takes precedence over all other agreements.

Limitation of liability of any form by the Contractor or subcontractors is expressly forbidden. It's expected that the Contractor will expose the full limits under their insurance policies. These are only the minimum requirements to do business with the Borough.

- 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 \$500,000 each accident by bodily injury; \$500,000 each accident by disease and a policy limit of \$500,000.

Such policy shall include a broad form "all states" endorsement in the event the operations require any interstate involvement as respects employers-employee relationship.

- 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.
- C. *Commercial Automobile Insurance*: The 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. 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 \$1,000,000 each occurrence and \$1,000,000 in the aggregate which shall be following form, without restriction or limitation, providing coverage over items (A), (B), (C), as noted above on a primary and non-contributory basis.

The Contractor shall not commence Work under the Contract until all insurance required has been procured and approved by the Borough nor shall the Contractor allow any of its subcontractors to commence Work until comparable insurance has been procured and approved by the Borough. Notwithstanding the foregoing, Contractor shall be liable for the actions and inactions of subcontractors who perform Work pursuant to this RFP and subsequent contracts.

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 Borough of Naugatuck retains the right to stop work until proper evidence of insurance is provided.

Signed by Contractor:

Date:

Address:

Signed by Borough:

Date:



VENDOR APPLICATION FORM

VENDOR INFORMATION

COMPANY / FIRM NAME as shown on Federal Tax Return		VENDOR ID. If applicable
ALTERNATE NAME if applicable/(doing business as)		TAX ID NUMBER FEIN OR SSN
VENDOR ADDRESS		
PAYMENT ADDRESS if different from above		
PO MAILING ADDRESS if different from above		
PHONE	FAX	WEBSITE
POINT OF CONTACT FOR SALES - NAME & TITLE		POINT OF CONTACT EMAIL

ORGANIZATION TYPE (Please submit completed W9)

<input type="checkbox"/>	C Corporation	<input type="checkbox"/>	Individual/Sole Proprietor or Single Member LLC	<input type="checkbox"/>	Trust/estate
<input type="checkbox"/>	S Corporation	<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Limited Liability Company. (C=Corp, S=S Corp, P=Partnership)
<input type="checkbox"/>	Other				

VENDOR TYPE

<input type="checkbox"/>	SERVICE	Type of Service	
<input type="checkbox"/>	PRODUCT	Type of Product	
<input type="checkbox"/>	BOTH		

SERVICE VENDORS

Where the Service be performed: Borough Property Vendor's location

Is a State License required to perform work in the State of Connecticut? If Yes: YES NO

Type of License for Business: (Electrical, Mechanical, HVAC, etc.)

Credential Number (also provide a copy of current license)

**Also provide individual license copy for employees performing work onsite(i.e. Electrical license, HVAC, etc)

NOTE: Service Vendors require a COI to be submitted to Purchasing, as well as a signed Insurance Agreement

DEPARMENT USE ONLY

Expected Annual Purchase \$\$

Anticipated Purchase Authority (reason for adding vendor)

Which line item from your GL will this Vendor fall under?

Will we be processing payments for this Vendor? YES NO

Documents obtained: W9 COI Signed Insurance Agreement

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they