

**NAUGATUCK, CONNECTICUT**

**Contract No. 21-20  
Request for Qualifications  
Winter Snow Plowing, Sanding & Snow Removal**

**CONTRACT DOCUMENTS**

**PREPARED BY THE  
BOROUGH OF NAUGATUCK  
Department of Public Works**



**Contract 21-20**  
**BOROUGH OF NAUGATUCK, CT**  
**REQUEST FOR QUALIFICATIONS**  
**Winter Snow Plowing, Sanding & Snow Removal**

The Borough of Naugatuck seeks Statements of Qualifications from Contractors with proven expertise in Winter Snow Plowing, Sanding & Snow Removal of municipal roads & sidewalks.

Bids / RFQ's must be received on or before **Monday October 18, 2021 at 11:00 a.m.** Bids/RFQ's will be opened at the Borough of Naugatuck, Town Hall, Purchasing Office (located in the basement), 229 Church Street, Naugatuck, CT 06770 and read aloud via Zoom due to COVID-19.

Please follow link below to access scheduled bid opening.

Join Zoom Meeting

<https://us06web.zoom.us/j/6761116286>

Meeting ID: 676 111 6286

One tap mobile

+16465189805,,6761116286# US (New York)

+19292056099,,6761116286# US (New York)

Dial by your location

+1 646 518 9805 US (New York)

+1 929 205 6099 US (New York)

Meeting ID: 676 111 6286

Find your local number: <https://us06web.zoom.us/j/6761116286>

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.

60 - 1.4 - 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.

# **Request for Qualifications from Contractors to Provide Snow Plowing, Sanding & Snow Removal**

## **Section 1 General Information and Requirements:**

### **1.1 General Information**

The Borough of Naugatuck (BON) seeks Statements of Qualifications and expressions of interest from contractors with proven experience in snow plowing, sanding & snow removal.

### **1.2 Description of Work**

Naugatuck expects to hire contractors for 6 plow routes in the Borough. Plowing Contractor accepted will be used on an as need basis as determined by the Borough through the winter season of 2021/2022.

### **1.3 Rates Paid**

The Borough will not reimburse the contractors for fuel, breakdowns or any damage or repairs to the plowing equipment. The Borough will supply sand and salt for the contractors use on Borough roads. Any contractors found to be plowing for other clients while plowing for the Borough shall be immediately terminated. Contractors MUST notify the Borough of any changes to equipment during the plowing season. The Borough will pay the contractor for plowing and sanding services at the following rates:

**Small Dump or Pickup Truck With Plow and Sander (Minimum 2yd sander, 8ft. plow & 10,600 GVW = \$100.00 per hour**

**Dump Truck with Plow and Sander (Minimum 4yd. sander, 8ft. Plow & 26,000 GVW = \$130.00 per hour**

**Large Single Axle or Multi- Axle Truck with plow & Sander (Minimum 5yd. sander, 10ft. plow & 35,000 GVW) = \$190.00 per hour**

### **Contractors Minimum Payments:**

Contractors shall be guaranteed a minimum of forty (40) hours of work at the specified rate for each truck contracted. If the contractor is utilized for less than 40 hours the contractor shall be paid an additional amount equal to the difference between the hours worked and forty hours, times the contracted rate. Furthermore if the contractor is contracted for less than 80 hours the contractor shall be paid a supplemental payment of \$20/hr for each hour not utilized between Forty (40) and Eighty (80) hours. Minimum Payments or supplemental payments shall not apply to backup or trucks held in reserve. Minimum payments and supplemental payments will be reduced as determined by the Director of Public Works due to contractor equipment break downs or equipment being unavailable for use. Any contractor that is terminated from service shall not receive minimum or supplemental payments.

Examples:

1. Contracted Rate. \$100.00/hour, hours utilized 20 hours  
Total Payment Received (20hr X \$100.00) + ((40hr-20hr) x \$100.00)+((80-40) x \$20.00)= \$4,800.00

$$\$2000.00 + \$2000.00 + \$800.00 = \$4,800.00$$

2. Contracted Rate. \$100.00/hour, hours utilized 45 hours  
Total Payment Received (45hr X \$100.00) + (80-45) x \$20.00)= \$5,200.00

$$\$4500.00 + \$700.00 = \$5,200.00$$

3. Contracted Rate. \$100.00/hour, hours utilized 85 hours  
Total Payment Received (85hr X \$100.00) = \$8,500.00

**3-4 Yd. Loader w/driver = \$120.00**

**6 Yd. Loader w/driver = \$135.00**

**8 Yd. Loader w/driver = \$145.00**

**Skid steer w/operator = \$90.00**

**Tri-Axle Dump Truck w/ driver (snow removal) = \$100.00**

**\*\*\*Plow Trucks without sanders will NOT be considered\*\*\***

**If sanders are not available due to breakdowns fees payed will be reduced by \$30/hr.**

## **1.4 Clarifications and Interpretations**

- a. No pre-submission conferences are proposed.
- b. All questions and Inquiries shall be directed to:  
Sandra Lucas-Ribeiro  
Asst. to Director of Public Works  
246 Rubber Ave.  
Naugatuck CT, 06770  
(203) 720-7071  
[slucas@naugatuck-ct.gov](mailto:slucas@naugatuck-ct.gov)
- c. Questions must be submitted 1 week prior to receipt date.

## **1.5 Submission of Qualifications**

Qualifications will be accepted until 11:00 am October 18, 2021. All qualifications must be submitted and enclosed in envelopes (outer and inner) both of which shall be sealed. The following should be printed on each envelope: **"Name of the Bidder, Bid Title, Bid Number, Closing Date & Closing Time"**.

Qualifications/ Proposals shall be directed to:

Town Hall/Purchasing Agent  
Borough of Naugatuck  
229 Church St.  
Naugatuck CT, 06770

Late submissions will not be accepted.

### **1.6 Evaluations and Qualifications**

Contractors will be selected with the following criteria:

1. Past company experience
2. Company must be within twenty miles of the town's limits
3. Other criteria as determined by the Borough of Naugatuck

Weighting criteria will be determined by the Borough of Naugatuck.

It is the intent of Borough of Naugatuck to hire the most qualified contractors and create a list of available contractors for the bidding of specific borough needs.

### **1.7 Borough of Naugatuck's Reservation of Rights**

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

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

### **1.8 Reimbursement for Costs**

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

### **1.9 Sales Tax**

The Borough of Naugatuck is exempt from Sales Tax and will furnish the successful Bidder a completed sales tax exemption form.

### **1.10 Signature Requirements**

Proposals must be signed by a duly authorized official of the Company. Consortiums, joint ventures, or teams submitting proposals will not be considered unless it is established that all contractual responsibility rests solely with one contractor or one legal entity, which shall not be a subsidiary or affiliate with limited resources. Each proposal should indicate the entity responsible for execution on behalf of the proposal team.

## **Section 2: Qualifications Submission**

### **2.1 Statement of Interest**

Contractors shall submit a one page maximum cover letter/letter of interest.

### **2.2 Prime Firm/Company**

#### **Contractors shall submit the following items and information:**

- a. Company History, years in business.
- b. Certificate of Insurance.
- c. List of equipment to be used.
- d. Other services the company provides that may impact the services provided to the town.
- e. It is required that bidding company be located within twenty miles of the Borough's limits.
- f. Certificate of Non-Collusion Form.
- g. Signed Insurance agreement.
- h. Vendor Registration form.
- i. Signed W-9.
- j. Copy of Company Business License as well as individual licenses if applicable.

### **2.3 Purchasing and or Services:**

All goods and services pertaining to the 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 as follows:

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

### **2.4**

The contractor shall provide experience the contractor has for The Borough of Naugatuck as well as other municipalities and companies.

### **2.5 References**

The contractor shall provide a list of references.

### **2.6 Firms/Teams Availability to Provide Service**

The contract shall provide a statement that the company can provide Winter Snow Plowing, Sanding & Snow Removal as required by the town for the rates specified.

## **2.7 Licenses & Certifications**

The consultant shall provide copies of all applicable licenses and certifications.

## **2.8 Litigation Statement**

Provide details of all past or pending litigation or claims filed against your company that would affect your company's performance under a contract with the Borough of Naugatuck.

## **2.9 Insurance Requirements**

(See agreement next page)



## BOROUGH OF NAUGATUCK: INSURANCE AGREEMENT

### 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. Such insurance will protect and indemnify the Borough of Naugatuck 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.

- 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 \$100,000 each accident by bodily injury; \$100,000 each accident by disease and a policy limit of \$500,000. Such policy shall contain a 'waiver of our right to recover from other endorsement'.
- 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. The policy shall name the Borough of Naugatuck as an additional insured on an ongoing basis. In addition,
  - Such policy will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the additional insured.
  - Such policy shall contain a broad form contractual liability endorsement or similar wording within the policy form.
  - Such policy shall contain a waiver of subrogation in favor to the Borough of Naugatuck.
  - Such policy shall include coverage for the Contractor's sub-contractors, or any person or entity directly or indirectly employed by said Contractor or by anyone for whose acts said Contractor may be liable.
- 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.
- D. *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.

Prior to the issuing of any notice to proceed by the Borough of Naugatuck, the Contractor shall furnish the Borough of Naugatuck with Certificates of Insurance evidencing such insurance as set forth above. Said policies shall not be cancelled or permitted to lapse until final completion and approval of the performance of the work until ten (10) days after the Borough of Naugatuck has received written notice, by certified or registered mail, that the cancellation or change of such policy is contemplated.

The Contractor shall advise their insurers or agent of the contract provisions regarding insurance. The failure of the Contractor to notify insurers or agent 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.

This document must be signed by an owner, officer, or a duly authorized agent for the company.

Signed by Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Contractor: \_\_\_\_\_ Title: \_\_\_\_\_

Address of Contractor: \_\_\_\_\_

Signed by *Borough of Naugatuck*: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of *Borough of Naugatuck*: \_\_\_\_\_ Title: \_\_\_\_\_

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.

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

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

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\_\_\_\_\_  
Bidder: \_\_\_\_\_

## **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 and Title of Person Signing Proposal

\_\_\_\_\_  
Name of Business