

Borough of Naugatuck
Request for Proposal

**BOROUGH OF NAUGATUCK, CT
REQUEST FOR PROPOSALS**

Contract 17-27 On-site Crushing & Processing of Construction Materials

The Borough of Naugatuck seeks Proposal for **Contract# 17-27 On-site Crushing & Processing of Construction Materials**. Mandatory pre-bid site meeting will be held on Tuesday February 6, 2018 at 211 Spring St. Naugatuck, CT 06770 (behind the police department).

A detailed request for qualifications package/requirements can be obtained from the Wendy Hozer, Purchasing Agent, 229 Church St. Naugatuck or the Borough of Naugatuck web site www.naugatuck-ct.gov

Qualifications will be accepted until **11:00 am Monday February 19, 2018** Responses received or postmarked after this date will not be considered. Questions shall be directed to:

Wendy Hozer
Purchasing Agent
229 Church St.
Naugatuck, CT 06770

Request for Proposals
Contract# 17-27 On-site Crushing & Processing of Construction Materials

Section 1 General Information and Requirements

1.1 General Information

The Borough of Naugatuck (BON) seeks Proposals and expressions of interest from Contractors with proven experience in On-site Crushing & Processing of Construction Materials.

1.2 Description of Work

The Borough of Naugatuck is requesting proposals for on-site crushing, screening and/or disposal of construction materials. Proposals to include price per cubic yard of materials (3 in. minus) processed and/or hourly equipment rates including operator. Materials are as listed below.

- Old catch basin tops & grates
- Precast pipe
- Asphalt
- Stone
- Misc. aggregate
- Rebar & Concrete pile

1.3 Pre-bid Meeting:

All contractors interested in submitting Proposals are required to attend a pre-bid meeting on-site at 211 Spring St. Naugatuck, CT 06770 on Tuesday February 6, 2018 at 10:00am or contact DPW for other arrangements.

1.4 Clarifications, Interpretations & Scheduling

All questions and Inquiries shall be directed to:

Sandra Lucas-Ribeiro
Asst. to Dir. DPW
246 Rubber Ave.
Naugatuck, CT 06770
(203) 720-7071
Slucas@naugatuck-ct.gov

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1.5 Evaluations and Qualifications

Contractors will be selected with the following criteria:

1. Past company experience & References for similar work performed and overall cost of completed project.

1.6 Insurance Requirements

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 below.

Unless requested otherwise by the Borough of Naugatuck, the Bidder and its insurer shall not assert the defense of governmental immunity in the adjustment of claims or in the defense of any claim or suit brought against the Borough of Naugatuck and the State. The Bidder shall assume and pay all cost and billing for premiums and audit charges earned and payable under the required insurance.

A. Workmen's Compensation Insurance: With respect to all operations the Bidder performs and all those performed for it by subcontractors, the Bidder shall carry workmen's compensation insurance in accordance with the requirements and the laws of the State.

B. Contractor's Public Liability and Property Damage Insurance: With respect to the Project operations the Bidder performs and also those performed for it by subcontractors, the Bidder shall carry regular Contractor's Public Liability Insurance. The insurance shall provide coverage for each accident or occurrence in the amount of \$1,000,000 for all damages resulting from (1) bodily injury to, or death of, persons and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of \$2,000,000 for all damages during the policy period.

C. Automobile Liability Insurance: The operation of all motor vehicles, including those hired or borrowed, used in connection with the project, shall be covered by Automobile Liability Insurance. The insurance shall provide coverage for each accident or occurrence in the amount of \$1,000,000 for all damages resulting from (1)

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bodily injury to, or death of, persons and/or (2) injury to or destruction of property. If an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$2,000,000.

D. With respect to the project operations the Bidder performs and also those Performed for it by subcontractors, the Bidder shall carry for and on behalf of the Borough of Naugatuck, and State, insurance which shall provide coverage for each accident or occurrence in the amount of \$1,000,000 for all damages resulting from (1) bodily injury to or death of person and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of \$2,000,000 for all damages during the policy period.

E. Termination or change of Insurance: Each insurance policy shall be endorsed to provide that the insurance company shall notify the Borough of Naugatuck by certified mail at least thirty (30) days in advance of termination, or any change in the policy. No such change shall be made without prior written approval of the appropriate Official.

F. Claims: Each insurance policy shall state that the insurance company shall agree to investigate and defend the Borough of Naugatuck and State against all damages, even if groundless.

G. Compensation: There shall be no direct compensation allowed the Bidder on account of any premium or other change necessary to take out and keep in effect all insurance or bonds, but the cost thereof shall be considered included in the general cost of the work.

1.7 Borough of Naugatuck's Reservation of Rights

The Borough of Naugatuck reserves the right to waive any informalities 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.

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1.9 Attachments

- A. Certificate of Non-Collusion Form

1.0 Prime Firm/Company

Contractors shall submit the following items and information:

- A. Company History, years in business & equipment available.

2.1 References

The contractor shall provide a list of references for similar work performed for other municipalities.

2.2 Licenses & Certifications

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

2.3 Litigation Statement

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

2.4 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.

2.5 Subcontracting and Assignability

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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 subVendors and material men have been paid or may require waiver of mechanics' liens from any and all subVendors and material men.

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.

2.6 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.

2.7 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.

2.8 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.

2.9 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

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Borough will furnish the successful Bidder a sales tax exemption number.

3.0 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.

3.1 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.

3.2 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.

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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