

Borough of Naugatuck  
Request for Qualifications

## NAUGATUCK, CONNECTICUT

### Request for Qualifications Fence Repair & Replacement

Contract No. 14-05

# CONTRACT DOCUMENTS

PREPARED BY THE  
BOROUGH OF NAUGATUCK  
Department of Public Works

March 2014



Borough of Naugatuck  
**Request for Qualifications**

**Contract # 14-05**  
**BOROUGH OF NAUGATUCK, CT**  
**REQUEST FOR QUALIFICATIONS**  
**FENCE REPAIR & REPLACEMENT**

The Borough of Naugatuck seeks Statements of Qualifications from Contractors with proven expertise in Fence Repair & Replacement for various locations in the Borough on a as needed basis.

A detailed request for qualifications package/requirements can be obtained from the Street Department Office, 246 Rubber Ave, Naugatuck or the Borough of Naugatuck web site <http://www.naugatuck-ct.gov/content/77/1629/default.aspx>

All firms obtaining information from the web site must submit contact information by e-mail to [jstewart@naugauck-ct.gov](mailto:jstewart@naugauck-ct.gov). Contact information must be submitted three days in advance of the final acceptance date to be considered.

Qualifications will be accepted until 11:00 am April 7, 2014. Responses received or postmarked after this date will not be considered. Questions shall be directed to:

James R. Stewart P.E.  
Director of Public Works  
246 Rubber Ave.  
Naugatuck CT, 06770  
(203) 720-7071  
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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

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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.

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**Contract # 14-05**  
**Request for Qualifications from Contractors**  
**To Provide**  
**Fence Repair & Replacement**

**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 all types of Fence Repairs & Replacements.

**1.2 Description of Work**

Naugatuck expects to hire contractors for Fence Repair & Replacement. Contractors accepted will be used on an as need basis as determined by the Borough for the period **July 1, 2014 to June 30, 2015**

**1.3 Reimbursements**

The Borough will not reimburse the contractors for fuel, breakdowns or any damage or repairs to contractor's equipment.

**1.4 Clarifications and Interpretations**

All questions and Inquiries shall be directed to:

James R. Stewart P.E.  
Director of Public Works  
246 Rubber Ave.  
Naugatuck Ct, 06770  
(203) 720-7071  
[jstewart@naugauck-ct.gov](mailto:jstewart@naugauck-ct.gov)

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### **1.5 Submission of Qualifications**

Qualifications will be accepted until 11:00 am April 7, 2014. All and qualifications must be clearly marked on 1 large envelope entitled: "Contract # 14-05 Fence Repair & Replacement". Qualifications/ Proposals shall be directed to:

Wendy Hozer  
Purchasing Agent  
Town Hall  
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. Equipment available
3. Education and licenses
4. Condition and age of proposed equipment
5. Other criteria as determined by the Town
6. Location of the company shall be within five miles the Borough's limits.

Weighting criteria will be determined by the Town.

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 trees and emergency tree work as needed.

### **1.8 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.

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**1.9 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.

**1.10 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 \$2,000,000 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 \$500,000 for all damages resulting from (1) 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 \$1,000,000.

D. With respect to the project operations the Bidder performs and also those

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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 \$2,000,000 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 charge 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.

### **1.10 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.

### **1.11 Attachments**

- a. Certificate of Non-Collusion Form

## **Section 2 Qualifications Submission**

### **2.1 Statement of Interest**

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

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

Consultants shall submit the following items and information:

- a. Company History, years in business
- b. Certificates of insurance

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- c. Rates and for equipment and manpower including overtime rates and any minimum charges.
- 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 five miles of the Borough's limits.

**2.3 Fence Repair & Replacement Experience**

The consultants shall provide information the experience the contractor has experience with Fence Repair & Replacement in Naugatuck as well as other municipalities and companies.

**2.4 References**

The consultants shall provide a list of references for the tree removal & trimming experience listed.

**2.5 Firms/Teams Availability to Provide Service**

The contract shall provide a statement that the company can provide Fence Repair & Replacement services as required by the town for the rate specified.

**2.6 Licenses & Certifications**

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

**2.7 Litigation Statement**

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

**2.8 Additional Information**

- a. Certificate of Non-Collusion
- b. Certificate of Tax Compliance (Available at the Naugatuck Tax Dept.)



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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