

## **Request for Proposals**

### **Borough of Naugatuck**

Sealed Proposals will be received by the Purchasing Agent, Town Hall, 229 Church Street, Naugatuck, CT for supplying the Borough of Naugatuck with the following services:

#### **Contract No. 19-01 Athletic Field Lighting for Kevin M. DelGobbo Memorial Field- Osborn Road and Wisteria Drive, Naugatuck, CT**

The Information for Request for proposal and related documents may be examined at the Office of the Purchasing Agent, Town Hall, 229 Church Street, Naugatuck, CT 06770.

Copies of the specifications may be obtained at the Office of the Purchasing Agent upon submission of a non-refundable plan deposit in the form of a check or money order payable to the Borough of Naugatuck in the amount of **\$150.00** per set. Specifications can also be obtained at no cost from the Borough of Naugatuck web site <http://www.naugatuck-ct.gov>

All firms obtaining plans and specifications must submit contact information by e-mail to [whozer@naugatuck-ct.gov](mailto:whozer@naugatuck-ct.gov) Contact information must be submitted three days in advance of the bid opening to be considered.

Addenda if required shall be posted on the <http://www.naugatuck-ct.gov> web site. It is the bidder's responsibility to check the Town web site in advance of the bid opening to determine if any addenda have been issued.

**No** pre-bid meeting will be held.

Sealed proposals will be received by the Purchasing Office, Borough of Naugatuck, 229 Church Street, Naugatuck, CT 06770 until **Monday, January 14, 2019 at 11:00 a.m. local time.** Immediately following, the bids will be publicly opened and read.

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

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

# Borough of Naugatuck

## **Request for Proposals**

**Athletic Field Lighting for Kevin M. DelGobbo Memorial Field  
Osborn Road and Wisteria Drive  
Naugatuck, CT**

**Contract # 19-01**

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# Borough of Naugatuck

## REQUEST FOR PROPOSALS

**Athletic Field Lighting for Kevin M. DelGobbo Memorial Field  
Osborn Road and Wisteria Drive  
Naugatuck, CT**

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

#### **1.1 General Information and Intent**

The Borough of Naugatuck is seeking proposals from qualified Contractors to design and install athletic field lighting equipment at the Osborn Road/Wisteria Drive - Kevin M. DelGobbo Memorial Field site.

#### **1.2 Pre-Bid Meeting**

The Borough of Naugatuck **WILL NOT** have a pre bid meeting, as the field is a new field requiring a complete lighting design and installation.

#### **1.3 Questions**

All questions and inquiries shall be directed to:

James R. Stewart  
Director of Public Works  
246 Rubber Ave  
Naugatuck, CT 06468  
jstewart@naugatuck-ct.gov  
203-720-7072

Or

Wayne J. Zirolli  
Borough Engineer  
229 Church Street  
Naugatuck, CT 06770  
[wzirolli@naugatuck-ct.gov](mailto:wzirolli@naugatuck-ct.gov)  
203-720-7005

#### **1.4 Qualified Bidders**

In order for a Contractor's proposal to be accepted they must provide evidence of the successful completion of at least three field lighting projects within the last 5 years.

#### **1.5 Minimum Project Scope**

It is expected that all proposals shall include the following minimum work:

## **Phase 1**

1. Provide a payment and performance bond.
2. Assist the Borough with design and determination of the final location of the lighting equipment. Determine and recommend lighting requirements and provide documentation to the Borough.
3. Obtain all necessary building permits and provide all required calculations and supporting documents. (Permit fees will be waived by the Borough of Naugatuck.)
4. Purchase and install precast pole foundations. (5 poles are expected.) The Borough will provide survey services and locate proposed pole locations.
5. Purchase and supply all required equipment and supplies to complete this phase.
6. Install fixtures on poles.
7. Wire fixtures and masts with all necessary equipment for a complete installation from the ground up.
8. Erect poles and connect to installed precast foundations.
9. Test equipment.
10. Provide 5-year warranty on equipment and labor on all newly supplied equipment.

## **Phase 2**

1. Provide a payment and performance bond.
2. Obtain all necessary building permits and provide all required calculations and supporting documents. (Permit fees will be waived by the Borough of Naugatuck.)
3. Provide all necessary work and equipment to complete the system including:
  - Trenching
  - Conduit
  - Electrical service
  - Control Cabinet
  - Controls
  - Any other items required to complete the system
4. Test equipment.
5. Provide training on system operation.
6. Provide 5-year warranty on equipment and labor on all newly supplied equipment.
7. It can be assumed that both Phase 1 and Phase 2 will occur in 2019.

## **1.6 Equipment**

It is required that all proposed equipment be Musco Lighting equipment or approved equal.

## **1.7 Negotiation**

The Borough of Naugatuck reserves the right to negotiate with the contractors submitting proposals.

## 1.8 Equal Opportunity Clause

The Borough of Naugatuck is an affirmative action/equal opportunity employer.

(1) The vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The vendor 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 vendor 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 vendor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3) The vendor 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 vendor'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 vendor 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 vendor 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 vendor'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 vendor 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 vendor will include the provisions of paragraphs (1) through (7) in every sub-contract 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 sub-vendor or bidder. The vendor will take such action with respect to any sub contract 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 vendor becomes involved in, or is threatened with, litigation with a sub-vendor or bidder as a result of such direction, the vendor may request the United States to enter into such litigation to protect the interests of the United States.

### **1.8.1 Submission of Proposals**

**Proposals will be accepted until 11:00 a.m. on January 14, 2019.** All proposals must be clearly marked on one (1) large envelope entitled: **Athletic Field Lighting for Kevin M. DelGobbo Memorial Field, Osborn Road and Wisteria Drive, Naugatuck, CT** Contract # 19-01.

#### **Proposals shall be mailed or delivered to:**

The Purchasing Office  
Borough of Naugatuck  
229 Church Street  
Naugatuck, CT 06770  
203-720-7025

Immediately following, the bids will be publicly opened and read.

#### **Late submissions will not be accepted**

### **1.8.2 Evaluations and Selection Criteria**

Bidders will be selected with the following criteria (not listed in order of importance):

- a) Past company experience within the region, with the same type of work.
- b) Cost for all services combined, as determined by the Borough.
- c) Quality of equipment proposed.
- d) Completion of proposed project.
- e) Expertise in design and construction.
- f) Company must have all necessary permits and licenses to operate in the State of Connecticut for the term of the bid.
- g) Other criteria as determined by the Borough, weighting criteria will be determined by the Borough.
- h) The Borough reserves the right to negotiate with the successful bidder on the terms of their proposed Contract before signing, if it is in the best interest of the Borough.
- i) If the Borough cannot negotiate a contract with the selected Contractor the Borough may choose to negotiate with the next ranked vendor.

### **1.8.3 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 or to accept any proposals, should it deem it to be in the best interest of the Borough. The Borough 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.

#### **1.8.4 Reimbursement for Costs**

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

#### **1.8.5 Insurance Requirements**

Before execution of the Contract, and before each Contract year, the Bidder will be required to file with the Borough of Naugatuck a certificate of insurance. The certificate shall be executed by an insurance company in good standing with the State of Connecticut and 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 and the State. The Bidder shall assume and pay all costs and billing for premiums and audit charges earned and payable under the required insurance. Any deductibles are the sole responsibility of the Contractor, including claim handling and legal expenses.

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

**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 sub-bidders, 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 \$5,000,000 for all damages during the policy period.

**C. Automobile Liability Insurance:** The operation of all motor vehicles, including those hired or borrowed shall be covered by Automobile 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. 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 operations the Bidder performs and also those performed for it by sub-bidders, 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 \$5,000,000 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.

**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.

### **1.8.6 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.

### **1.10 Safety**

All practices, materials and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent State and/or local safety and environmental codes.

### **1.11 Observance of Laws**

The Contractor shall, at all times, observe and comply with all Federal, State and Borough laws, ordinances and regulations in any manner affecting the conduct of the work.

### **1.12 Attachments**

**The following attachments shall be made part of this RFP:**

- A. Certificate of Non-Collusion Form (CCM RFQ.)
- B. Site plan.
- C. Photos of available equipment.

### **1.13 Transferability of CONTRACT**

No assignment of the contract or any right accruing under this contract shall be made in whole or in part by the Contractor without the express written consent of the Borough, which consent will not be unreasonably withheld. In the event of any assignment, the assignee shall assume all of the liability of the Contractor.



#### **1.14 CONTRACT Documents**

The Request for Proposal and its attachments, Insurance Certificates, Performance Bonds, the executed contract and any addenda to the foregoing shall constitute the Contract Documents.

#### **1.15 Indemnity**

The Contractor shall indemnify, hold harmless, and exempt the Borough, its agents, servants and employees from and against all legal proceedings, claims and associated costs and Attorney's fees incident to any work done in the performance of this CONTRACT arising out of a willful or negligent act or omission of the Contractor, its agents, servants or employees.

#### **1.16 Performance and Payment Bond**

The Contractor shall, prior to the signing a contract with the Borough, furnish a Performance Bond and Payment Bond in a form acceptable to the Borough, for one hundred percent (100%) of the bid price for services provided. These bonds shall be issued from a surety company either licensed or approved by the State of Connecticut Insurance Commissioner and which has an A.M. Best's rating of A-VII or better. Any certified check shall be issued by a bank located in the State of Connecticut.

#### **1.17 Default**

If the Contractor fails to perform this contract in accordance with its terms, the Borough shall have the right, in addition to all other remedies it may have, to declare the Contractor in default, and to resubmit the contract for further bid. In that event, the Contractor shall pay to the Borough, as liquidated damages, the amount of any excess of the new contract price over the Contract price herein provided for, both prorated to the period of time covered by the unexpired term of the Contract at the time of default.

### **Section 2: Items Required With Bid Response Packet**

The following items are required to be included with your bid response packet:

#### **2.1 Letter of Interest**

The Contractor shall submit a signed letter of interest on company letter head detailing the proposed project and the company's experience and any assumptions, conditions or important information needed in order to properly review the proposal.

#### **2.2 Price Proposal**

The proposal shall include the following minimum items:

- A. Detailed Price proposal including itemized costs for each task and phase of the project.
- B. List of existing equipment that will be used.
- C. List of additional equipment and supplies that will be purchased.
- D. Cut Sheets of proposed equipment.
- E. List of any Sub-Contractors that are to be utilized for the project.

### **2.3 Schedule of Work**

The Contractor shall submit a detailed schedule of project work (based on days commencing upon Contract signing.)

### **2.4 Insurance Certificate**

The Contractor shall submit an insurance certificate showing the Contractor's current applicable insurance coverage.

### **2.5 References**

The CONTRACTOR shall provide a minimum of three (3) references, preferably municipalities in Connecticut or New England), where they have performed the type of work listed in this RFP.

**Athletic Field Lighting for Kevin M. DelGobbo Memorial Field  
Osborn Road and Wisteria Drive**

**Naugatuck, CT**

**Contract # 19-01**

**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