

NAUGATUCK, CONNECTICUT

Request for Proposal for Eviction Services

Contract No. FY27-B120

CONTRACT DOCUMENTS

PREPARED BY THE
BOROUGH OF NAUGATUCK
Department of Public Works

April 1, 2026



Borough of Naugatuck

REQUEST FOR EVICTION SERVICES

The Borough of Naugatuck seeks Bids to Provide Eviction Services for the period of July 1, 2026 thru June 30, 2027.

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, Tuesday, April 28, 2026** for furnishing the commodities and/or services herein listed. Late submissions will not be accepted.

Contract No. FY27-B120 Request for Proposal Eviction Services

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 due to COVID-19.

Please follow link below to access scheduled bid opening.

Join Zoom Meeting

<https://us06web.zoom.us/j/6761116286?pwd=JEzCAEJloet3nV2NVOo0oviSbAGanu.1&omn=85999524821>

Meeting ID: 676 111 6286

Passcode: 560827

One tap mobile

+16465189805,,6761116286# US (New York)

+19292056099,,6761116286# US (New York)

Join instructions

https://us06web.zoom.us/join/85999524821/invitations?signature=T79RgT7fnoMr8LuMji7oCvG3-zHzT3n3_JCK_BTIXzs

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 seeks proposal for Eviction Services for the period of July 1, 2026 thru June 30, 2027.

Whereas, the Borough of Naugatuck has a duty, pursuant to Connecticut General Statutes Section 47a-42, to store goods belonging to persons lawfully evicted from premises located in the Borough of Naugatuck and to auction such goods after a period of time; the Borough of Naugatuck hereby engages the Contractor, and the Contractor hereby agrees to perform the services in accordance with the terms and conditions set forth below.

The Contractor shall not subcontract any of the services to be performed by it under this document without the prior written approval of the Borough of Naugatuck.

2. Scope of Services / Statement of Work

The Borough of Naugatuck seeks proposal for Eviction Services for the period of July 1, 2026 thru June 30, 2027. The Contractor shall perform the services set forth under this document in a satisfactory manner, as determined by the Borough of Naugatuck.

The Borough of Naugatuck reserves the right to inspect the premises used by the Contractor for the storage of evictees' goods (hereinafter referred to as the "storage facility") and may enter the storage facility any time for any purpose necessary, incidental to or connected with this document.

The Borough of Naugatuck reserves the right to inspect all records of the Contractor relating to any of the services set forth under this document, including all records which the Contractor is required to maintain under Section 3 of this document.

In performing the services required under this document, the Contractor shall consult with the Borough of Naugatuck and shall meet, as directed by the Borough of Naugatuck, with other persons or entities as may be necessary, and shall fully cooperate with the Borough of Naugatuck in the defense of any legal proceedings brought by or against the Borough of Naugatuck relating to any of the services to be performed by the Contractor under this document, except for a dispute between the Contractor and the Borough of Naugatuck.

The Contractor shall comply with all applicable State, Federal and Local laws, including zoning, building and fire regulations.

The services to be provided by the Contractor shall include:

- Storage of evictee's goods
- Auctioning of evictee's goods
- Lawful disposal of evictee's goods
- Maintenance of records
- Copy of Court ordered documents attached with each invoice

Description of Services

The Contractor will be available on a twenty-four (24) hour notice from the Borough of Naugatuck, or a Sheriff, or his Deputy Sheriff, of the County of New Haven, to receive and store the goods of a person or entity being lawfully evicted from premises located in the Borough of Naugatuck.

The Contractor shall store and auction such goods in accordance with Section A and B below.

A - Storage of Evictee's Goods

The Contractor shall store all evictees' goods in a storage facility.

The Contractor shall use a portion of this storage facility solely for the storage of evictee's goods. The Contractor shall have separate storage areas for each evictee's goods.

If any of the evictee's goods are stored in open boxes, the Contractor shall seal such boxes prior to their removal,

Prior to the storage of any evictee's goods, the Contractor shall make a list, on a form, of all goods removed by the Contractor and the condition of such goods, and shall request that the Sheriff or his Deputy has prepared his own list of the evictee's goods, the Contractor to list items that are stored bin sealed or closed boxes or other closed containers.

The Contractor shall forward copies of each scheduled eviction notice and eviction contents to the Public Works Office, 246 Rubber Avenue, Naugatuck, CT 06770.

The Contractor shall keep the storage facility clean free of debris and vermin, dry and in good repair. The Contractor shall not allow any condition to be created or maintained which would be unsafe or unsanitary. The Contractor shall remove all ice, snow and leaves from the entrances, driveways and sidewalks of the storage facility and remove all trash from the storage facility.

The Contractor shall store the evictee's goods for a minimum of twenty-two (22) days following the date of eviction, unless the evictee authorizes the Contractor, in writing, to dispose of such goods or pays the Contractor for the cost of storing said goods in accordance with the fee schedule listed below for the time period requested by said evictee.

Storage Costs

- 1-5 Rooms of furniture \$250.00 per month
- 6-9 Rooms of furniture \$350.00 per month

For purposes of calculating storage fees, the first month shall be deemed to commence on the day that the evictee's goods are moved to the storage facility and shall be deemed to end thirty (30) days after. For every subsequent month thereafter, the evictee shall be liable for a full month of storage fees for every day during the month that the evictee's goods remain in storage. All fees collected by the Contractor under this subsection shall belong solely to the contractor. The Contractor shall maintain records of all fees collected.

The Contractor shall maintain, in the evictee's file, a written log of every contact made by the evictee and/or the evictee's representative with the Contractor regarding storage, auction and/or claiming of the evictee's goods.

B - Auctioning and Disposal of Goods

The Contractor shall not dispose of any goods stored by its pursuant to this document prior to the time period set forth in Section B or this Section or in any manner not specifically provided by the terms of this document.

The Contractor shall use reasonable efforts to notify an evictee, whose goods remain unclaimed after fifteen (15) days following the date of eviction and who has failed to pay moving costs as described in Section B, that the evictee's goods will be sold at public auction. Such reasonable efforts shall include sending a notice of public auction to the evictee's last known address and sending such notice to the State Department of Social Services, General Assistance Administration. The Contractor shall also post notice of such auction for one week on the public signpost nearest to the place where the eviction was made or at an exterior place near the Naugatuck Town Clerk's Office. The Contractor shall maintain copies of all notices provided under this subsection.

The Contractor shall, at its own expense, cause the evictee's goods to be sold at a public auction no sooner than one week following the giving of notice of auction to the evictee as provided in **Section C**. Such auction shall be held in conformity with the requirements of Connecticut General Statutes, Section 21-1 et seq.

The Contractor shall keep records of all funds received for each sale of evictee's goods at public auction. The Contractor may deduct from the proceeds of such sale all moving and storage fees permitted under Section B. The Contractor's records shall note all deductions made. If the funds received from the sale of an evictee's goods exceed the storage and moving fees permitted under Section B, the Contractor shall hold such funds for the evictee for thirty days following the date of auction. If, after the expiration of such period, the evictee does not claim such funds, the Contractor shall forward such funds to the Controller of the Borough of Naugatuck. The Contractor may dispose of any goods that are not sold at public auction and for which the evictee has failed to pay storage and moving charges in any manner that it chooses. In the event that the Contractor shall be required to pay any and all charges or fees for disposing of such goods with the Borough of Naugatuck to be held harmless.

Other

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
Naugatuck Public Works Dept.
246 Rubber Avenue,
Naugatuck, CT 06770
Tel: (203) 720-7072
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.
- 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-B120 Request for Proposal Eviction Services

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.

The Borough of Naugatuck requests that sealed bids be submitted for the storage, auction and/ or disposal of all good pursuant to Connecticut General Statutes Sections 47a-42 belonging to persons lawfully evicted from residential premises located within the Borough of Naugatuck.

Please include in your sealed bid submission a listing of all municipalities (with contact person) for whom your company has provided eviction services within the past two years.

SECTION C

Contract No. FY27-B120 Request for Proposal for Eviction Services

Fixed Price bid quotation shall be held constant for the time period beginning July 1, 2026 through June 30, 2027 inclusive.

Bidder shall submit (1) fixed price bid quotation as follows:

Fixed price for complete service as per bid document for residential evictions =

\$ _____/per each scheduled and completed eviction occurrence.

In Numbers

\$ _____/per each scheduled and completed eviction occurrence.

Company Name: _____

Address: _____

Telephone: _____

Email Address: _____

Agent Name: _____

Agent Signature: _____

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 \$10,000,000 each occurrence and \$10,000,000 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: