

NAUGATUCK, CONNECTICUT

Request for Proposal for Rental of Portable Toilets

Contract No. FY27-B127

CONTRACT DOCUMENTS

PREPARED BY THE
BOROUGH OF NAUGATUCK
Department of Public Works

April 1, 2026



Borough of Naugatuck

REQUEST FOR RENTAL OF PORTABLE TOILETS

The Borough of Naugatuck seeks proposals for Rental of Portable Toilets 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 FY27-B127 Request for Proposal for Rental of Portable Toilets

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=T79RqT7fnoMr8LuMji7oCvG3-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's Parks & Recreation Department seeks proposals for the Rental of Portable Toilets for the period of July 1, 2026 thru June 30, 2027.

2. Scope of Services / Statement of Work

The Contractor shall furnish, deliver in place, firmly secure and service the portable toilets in accordance with the specifications below. The vendor should submit proposals for Rental of Portable Toilets listed in **Section C**. Please fill out the form accordingly.

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: Sandra Lucas-Ribeiro
Parks Superintendent
246 Rubber Avenue,
Naugatuck, CT 06770
slucas@naugatuck-ct.gov
Tel: (203) 720-7044

Questions must be submitted 1 week prior to receipt date.

A. Description of Goods or Services

1. Toilet paper dispensers must be locked and vandal resistant. Units must not have loose rolls of paper.
2. Units must be fiberglass and/or plastic with an interior (bowl, seat, etc.) of stainless, plastic, fiberglass, or other non-porous material.
3. Units must be self-contained, odor free, and non-polluting.
4. Acceptable Unit colors are green, brown, gray, or blue.
5. The Borough of Naugatuck may require the Contractor to anchor certain Units in place. Borough of Naugatuck shall approve the anchoring method prior to the installation of all Units.
6. All changes to the regular cleaning schedule must be pre-approved by the respective Borough of Naugatuck Designee.

B. Service Requirements

1. Contractor shall notify the appropriate Borough of Naugatuck Designee no less than three (3) days prior to delivering and installing Units.
2. The Purchase Order will indicate the frequency of servicing will. Fuel surcharges, and any ancillary fees are prohibited.
3. Pumping, cleaning, and sanitizing Services include, but are not limited to the following tasks:
 - a) Pumping out the Unit and replenishing it with the required levels of glutaraldehyde, quaternary ammonium compounds, or other environmentally friendly deodorizing/sanitizing solutions. Fees for additional winter chemicals or antifreeze for year-round Units are prohibited.
 - b) Cleaning and sanitizing peripheral area around the Unit including the seat, the area around seat, floor, and interior walls.
 - c) Hardware repairs include but are not limited to door handles, door pulls, hinges, springs, latches, vent screens, wind chains and locks.
 - d) Removal of graffiti inside and outside of the Units. If graffiti cannot be removed, Contractor shall replace the Unit with a graffiti-free Unit at no cost to the Borough of Naugatuck.
 - e) Replenishment of toilet paper in locked dispensers.
 - f) Replenishment of hand sanitizer, as needed.
 - g) Removal of all garbage and discarded items from the full interior of the Unit including the toilet tank and place in plastic bags to be provided by the Contractor. Contractor shall work with the using Borough of Naugatuck Designee to determine the method to dispose of trash at Borough of Naugatuck's location.
4. Additional Pumping & Cleaning Services (Section C, Item 5E) - Additional Pumping & Cleaning Services are any cleaning service that are performed in addition to those already scheduled. Requests to provide additional cleaning services must be authorized in writing by the Borough of Naugatuck Contact Designee prior to Performance of such Services being. The Borough of Naugatuck shall not pay for Additional Pumping & Cleaning Services Performed without Borough of Naugatuck's prior written authorization. If Borough of Naugatuck requests Contractor to Perform same-day emergency pumping and cleaning of a Unit, Contractor shall pump or clean or both the Unit on the same day and within four (4) hours of receiving the Borough of Naugatuck's request.
5. Contractor shall place cleaning verification stickers inside each Unit when cleaning is complete. The cleaning verification stickers must be kept current as servicing occurs. Any cleanings not recorded on the verification sticker will be assumed to have not occurred and will be deducted from appropriate invoices. In addition, to the stickers the Borough of Naugatuck may request the Contractor to submit a weekly electronic file log, to include date of service, time, and location.
6. The Contractor shall abide by all federal, State, municipal and local laws, regulations, ordinances, and any contract held by municipalities where the Units are located regarding the pickup, transportation, removal, and disposal of sewage.
7. Emergency/Same Day Placements - If the Borough of Naugatuck requires emergency delivery Service in the form of same-day Unit placement, the Contractor shall be paid the emergency delivery fee specified in Section C, Price Schedule. Contractor shall be paid the delivery emergency fee ONLY when (i) the Borough of Naugatuck request's same-day emergency placement of a Unit; and (ii) Contractor delivers the Unit on that same day and within four (4) hours of receiving Borough of Naugatuck's request. Borough of Naugatuck may request a same-day emergency placement request for all special events, short-term and long-term placements.
8. Special Event Requirement - Contractor shall provide Units and related cleaning, sanitizing and pumping as required by the Borough of Naugatuck for special events that take place in any of the State's

parcs during the Term. All special events directives shall be specified on an individual Purchase Order. Contractor shall be paid only the rates that are specified in Items 5A and 5B of Section C, Price Schedule for all special events. Cleaning, pumping and sanitizing of Units placed at special events will be paid at the rate specified in Item 5E of Section C.

C. Cancellations or Additions

1. The Borough of Naugatuck reserves the right to cancel any Purchase Order, or any parts thereof, or make additions to the Purchase Order upon a five (5) day written notice to the Contractor. The charge for any additions shall be in accordance with Section C, Price Schedule.
2. Borough of Naugatuck may add additional Units and services at the Borough of Naugatuck’s request.

D. Delivery

1. Contactor shall deliver all Units to Borough of Naugatuck locations during the hours of 8:00 am 4:00 pm eastern time unless otherwise specified. Delivery locations (see subsection F) will be designated on individual Purchase Orders.
2. All pricing shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified on the Purchase Order. Additional fuel surcharges or other ancillary charges are prohibited.

E. Removal

Contractor shall remove Units within five (5) calendar days following the end of the specified rental period and or the expiration of the Contract.

F. Locations for Portable Toilets

Portable Toilet Site Location and Count by Type

Annual (12 months)		
Location	Regular	Handicap
Andrew Mtn Dog Park	1	0
Baummer’s Pond	1	0
St. Francis Field	1	0
Linden Field 25 Riverside Drive	1	0
Recycling Center	1	0

April - November (8 months)		
Location	Regular	Handicap
NHS Baseball - 543 Rubber Ave	1	0
Breen North – 100 Hotchkiss St	1	0
City Hill Field – 441 City Hill St	1	0
Cotton Hollow Field	1	0
DelGobbo Field	1	0
Fairchild Park	1	0
Fawn Meadow Field	1	0
Legion Field -10 Conrad St	1	0
Linden Field 25 Riverside Drive	1	0
Maple Hill Field 641 Maple Hill Rd	1	0
Rotary South - 100 Hotchkiss St	1	0
Rotary South South -100 Hotchkiss St	1	0
Hop Brook Field	1	0
Hop Brook Golf Course - 8th Tee	1	0
Hop Brook Golf Course - Garage	1	0

June-August (3 months)		
Location	Regular	Handicap
St Francis Field Camps	1	0
Salem School Farm Market	1	1
St Francis Field/Tuttle Concerts	1	1
NHS Upper Lot Football Season	1	1

Festival/Events (4 occurrences)		
Borough Festivals	Regular	Handicap
Spring Festival	4	1
Fourth of July (summer)	4	1
Mission 22 (fall)	4	1
Light the Night (winter)	4	1

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, if applicable
- 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.
- Certificate of Non-Collusion Form.
- Signed Insurance agreement.
- Vendor Registration form.

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 FY27-B127 Request for Proposal for Rental of Portable Toilets

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.

SECTION C

Contract FY27-B127 Request for Proposal for Rental of Portable Toilets

Contractor:		Amounts to whole dollar
1. STANDARD & ADA UNITS –MONTHLY RENTAL PER UNIT		
BASE RENTAL PRICE TO INCLUDE (1) <u>ONE</u> PUMPING AND CLEANING SERVICES PER WEEK.		
a. Standard Portable Toilet Unit	Monthly	
b. ADA Handicap Accessible Unit	Monthly	
c. Standard toilet with built in pump sink.	Monthly	
d. Hi Rise Roll-Away 18"x36 with a 20 Gallon Tank (Unit is to be used inside and vented to the outside)	Monthly	
e. 2 Station Free Standing Sink w/Service -1x Per Week	Monthly	
2. STANDARD & ADA UNITS –MONTHLY RENTAL		
BASE RENTAL PRICE TO INCLUDE (2) <u>TWO</u> PUMPING AND CLEANING SERVICES PER WEEK.		
a. Standard Portable Toilet Unit	Monthly	
b. ADA Handicap Accessible Unit	Monthly	
c. 2 Station Free Standing Sink w/Service -2x Per Week	Monthly	
3. STANDARD & ADA UNITS –MONTHLY RENTAL		
BASE RENTAL PRICE TO INCLUDE (3) <u>THREE</u> PUMPING AND CLEANING SERVICES PER WEEK.		
a. Standard Portable Toilet Unit	Monthly	
b. ADA Handicap Accessible Unit	Monthly	
c. 2 Station Free Standing Sink w/Service -3x Per Week	Monthly	
4. SHORT TEAM PLACEMENT SERVICE		
(WEEKLY RENTAL; INCLUDES 1 CLEANING)		
a. Standard Portable Toilet Unit	Weekly	
b. ADA Handicap Accessible Unit	Weekly	
c. Hi Rise Roll-Away 18"x36 with a 20 Gallon Tank (Unit is to be used inside and vented to the outside)	Weekly	
d. Standard toilet with built in pump sink.	Weekly	
e. 2 Station Free Standing Sink w/ Service -1x Per Week	Weekly	
(MORE THAN ONE WEEK, LESS THAN ONE MONTH; 2 CLEANINGS PER WEEK)		
a. Standard Portable Toilet	Weekly	
b. ADA Handicap Accessible Units	Weekly	
c. 2 Station Free Standing Sink w/Service -2x Per Week	Weekly	
5. SPECIAL RATES, ADDITIONAL (ITEMS AND SERVICES)		
a. Special Event Per Diem Rate*-Standard Unit	Per Day	
b. Special Event Per Diem Rate *-ADA Unit	Per Day	
c. Emergency Delivery Fee (Weekdays)	Per Unit	
d. Emergency Delivery Fee (Nights and Weekends)	Per Unit	
e. Additional Pumping & Cleaning Services	Per Unit	
f. Additional Cleaning Services for Standing Sink	Per Unit	
g. Additional Hand Sanitizers	Per Unit	

Rates apply from point when event starts to point when event ends. Rates include delivery and pick-up.

Should there be any mathematical errors, the unit price with discount, if any, shall prevail.

SECTION C (continued)

Contract FY27-B127 Request for Proposal for Rental of Portable Toilets

Signature

____/____/____
Date

Printed Name and Title of Person Signing Proposal

Name of Business

License #

Address

Phone _____

Email _____

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 \$5,000,000 each occurrence and \$5,000,000 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: