



PURCHASING AUTHORITY
Town of New Milford, Connecticut
REQUEST FOR BIDS – Traffic Control

Sealed bids will be received at the Purchasing Office until 3 p.m., on Thursday, March 19, 2020. Bids must be in a sealed envelope, addressed to the Purchasing Authority, 10 Main Street, New Milford, CT 06776, and **clearly marked: Traffic Control 2020/2022**. Bids will be opened publicly in the E. Paul Martin Room by the Purchasing Authority, Thursday, March 19, 2020 at 3:30 p.m. Late bids will be considered informal and rejected.

INTENT: The Town is soliciting competitive bids from qualified firms for traffic control flagging services.

Specifications and bid forms must be obtained online at www.newmilford.org/finance. When applicable, state bids will be considered for this service.

The Purchasing Authority reserves the right to reject any and all bids. In addition to the bid specifications, all bids are subject to the terms, provisions and conditions of the New Milford “Municipal Purchases” Ordinance, set forth in Article III, Section 2-92 (a) through (o) inclusive, of the Code of New Milford. By bidding on the proposed purchase, the bidder agrees to such terms, provisions and conditions.

Any bidder found by the Purchasing Authority to be delinquent in the payment of taxes and/or sewer use charges due to the Town of New Milford shall be subject to the provisions of Section 2-92 (e) of the Code of New Milford. Copies of the Bid Ordinance may be obtained at the Office of the Town Clerk, Town Hall.

Pete Bass, Mayor
An Equal Opportunity/Affirmative Action Employer

TOWN OF NEW MILFORD
Department of Public Works
Traffic Control Flagging Services 2020-2022

INTENT:

The Town of New Milford is soliciting competitive bids from qualified firms for traffic control flagging services. The Town reserves the right to accept or reject any and all bids in part or in whole.

GENERAL INFORMATION

The Department of Public Works has many construction projects over the next several years for which there will be the need for traffic control/flagging services. The Town hopes to identify a qualified company with certified and trained personnel that it might call upon, as needed, to provide said services.

The selected vendor must have at least one (1) employee representative that has successfully completed an approved flagger training course, be American Traffic Safety Service Association (ATSSA) or equivalent certified as well as certified to be a trainer for other company flagging personnel. Flagger training procedures must be revisited and repeated every three (3) years. A current certificate or other documentation indicating successful completion of an approved training course **must** be submitted along with the bid response for each trainer and/or flagger to work on a Town project.

The bidder understands that, in addition to the bid specifications, all bids are subject to the terms, provisions and conditions of the New Milford “Municipal Purchases” Ordinance, set forth in Article III, Section 2-92 (a) through (o) inclusive, of the Code of New Milford.

SUBMISSION, RECEIPT AND OPENING OF BIDS:

The Town of New Milford, CT (“Town” or “Municipality”) invites bids on the project and services described herein. All blanks must be appropriately filled in except as noted on the bid sheets. Bids will be received by the Purchasing Authority until 3:00 PM on Thursday, March 19, 2020 and then publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed, and delivered to:

Purchasing Authority - Town of New Milford, CT
Roger Sherman Town Hall – Lower Level
10 Main Street
New Milford, CT 06776

Said submissions should be clearly designated as Bid for Traffic Control Flagging Services 2020/2022. The Municipality reserves its right to consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or the authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 45 days after the actual date of the opening thereof. The Municipality may accept or reject any or all bids or any portions thereof and take any action deemed to be in the best interest of the Town.

PREPARATION OF BID:

Two (2) original copies of each bid must be submitted on the prescribed forms. All blank spaces for bid prices must be filled in, in ink or typewritten. An additional sheet detailing all deviations from the specifications listed herein shall be attached to the bid sheet. If so equipped with deviation list this bid sheet shall be marked with the deviations accordingly on each item.

Each bid must be submitted in a sealed envelope bearing on the outside, the name of the bidder, his address, and **person of contact**. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the paragraph above.

Only complete bids will be accepted. In order for a bid to be complete, it must include the following:

- A. Bid Forms
- B. Indemnification, Acknowledgement & Agreement
- C. Non-Collusion Affidavit of Prime Bidder
- D. Certificates of Insurance

ADDENDA AND INTERPRETATIONS:

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally, **either in person or via phone**.

Every request for such interpretation must be in writing and addressed to:

Jack Healy, Director of Public Works
jhealy@newmilford.org

and, to be given consideration, must be received at least seven (7) business days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted no later than seven (7) calendar days prior to the date fixed for the opening of the bids. Any addenda shall be posted on the State of Connecticut's DAS Website as well as the Town's website, www.newmilford.org. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

ESTIMATED QUANTITY:

Actual amount of time the flagger will be required by the Town may vary. There are no estimated quantities with this bid package.

TERM:

Prices shall remain in effect for 2 years following the award of the bid. The town reserves the right to extend this contract an additional year upon mutual written agreement with the successful bidder.

ADMINISTRATIVE REQUIREMENTS & RECORDS:

The successful bidder shall prepare and submit documentation and invoices to the Town which clearly demonstrate the equipment used, labor required and project completed. As a minimum the following paperwork should be provided with each invoice:

- Location of work
- Labor hours
- Type of project
- Invoices shall include Purchase Order Number

SAFETY & ENVIRONMENTAL COMPLIANCE:

The successful bidder must follow all applicable OSHA and ConnDOT standards for performing the work at all times. Failure to follow applicable OSHA and ConnDOT standards is grounds for immediate cancelation of the contract at no cost to the Town of New Milford. The successful bidder shall provide any applicable training documentation demonstrating compliance with applicable safety regulations upon receipt of the initial purchase order and updates at each subsequent order.

BASIS OF PAYMENT:

Bidders shall submit net hourly unit prices per labor item as requested on Bid Sheets.

The bid prices shall be deemed all inclusive (i.e. fuel costs, labor, insurances, equipment, services, etc.) necessary to complete the project assigned.

BIDDER QUALIFICATIONS:

Bidders must have all required permits, certifications and licenses, a minimum of (5) years' experience working on road construction projects in the State of Connecticut.

In determining the qualification of a Bidder, the Town may consider the record and the performance of any contracts for similar work, which may have been previously performed. The Town shall make such investigation as deemed necessary to determine the ability of the Bidder to perform the work.

BASIS OF AWARD:

The following factors will be considered in selecting a contractor:

- Lowest cost responsible bidder
- The ability, capacity and skill of the bidder to supply the services required
- Whether the Bidder can provide the service within the specified time, without delay or interference

INSURANCE REQUIREMENTS:

A certificate of Insurance is required to be submitted upon execution of any agreement.

Contractors shall carry the following minimum insurance coverage's and the provisions specified below must be met.

- Insurance carriers providing the required insurance coverage's must have an A.M. Best's financial rating of "A-VII" or better.
- The Town of New Milford, its officials, employees and volunteers, **MUST** be named as additional insured with reference to this project on a primary and non-contributory basis. The insurer shall waive all rights of subrogation against the Town of New Milford, CT, its officers, employees and volunteers arising from work performed by the Contractor.
- The policy endorsement evidencing this coverage must be provided with the certificate of liability insurance. Any changes in insurance coverage will require (30) thirty days of notice to the Town of New Milford by certified mail with return receipt requested.
- The contract should have a hold harmless indemnification agreement provision which protects the Town of New Milford to the greatest extent that Connecticut Law will allow.
- If Umbrella Liability is used to make up required limits, the policy shall not reduce or restrict coverage provided by the underlying Commercial General Liability or Automobile Liability insurance policies.

- Note that these limits are not all inclusive and are subject to change to reflect scope and cost of individual projects. These minimum required limits are not a limitation of contractor liability.
- Any changes in insurance coverage will require thirty (30) days' notice to the Town of New Milford.

A. Commercial General Liability

(Form 1988 ISO Occurrence Form or equivalent) Limits of Liability shall be combined bodily injury & property damage.

General Liability Aggregate	\$1,000,000.
Products & Completed Operations Aggregate	\$1,000,000.
Personal Injury	\$1,000,000.
Each Occurrence for Bodily Injury and Property Damage	\$2,000,000.
Fire Damage (Any One Fire)	\$ 50,000.
Medical Expense (Any One Person)	\$ 5,000.
Umbrella Excess	\$2,000,000.

Umbrella limits over General Liability limits may be used to make up the required limits. The additional insured coverage MUST be provided by the Umbrella to mirror the General Liability coverage.

B. Automobile Liability

Policies must include coverage for all vehicles utilized on the job including owned vehicles, hired vehicles and non-owned vehicles. Limits of insurance shall be combined single limit bodily injury and property damage \$2,000,000. Umbrella limits over Automobile Liability limits may be used to make up the required limits.

C. Statutory Workers Compensation and Employers Liability

Policy coverage will include limits of \$100,000 each accident, \$100,000 Disease-each employee and \$500,000 Disease-policy limit, or in accordance with the requirements of the State of Connecticut, whichever is greater.

TECHNICAL SPECIFICATIONS:

General

1. The hours of operation are typically Monday through Friday 7:30 a.m. to 4:00 p.m. Depending upon the project, work hours may extend beyond 4:00 p.m. but typically not beyond 5:00 p.m. The commencement time of the work will begin as directed by the Public Works Supervisor (i.e. told to report to the Public Works Department).
2. Flaggers must be dressed in a neat and presentable manner that will distinguish them from other workers at the site. They shall wear ANSI type II vests with fluorescent stripes. The vendor will supply vests.
3. For their personal safety, flaggers should wear hard hats and steel-toes safety footwear. Safety equipment shall be provided by the vendor.
4. Flaggers shall be able to communicate clearly and effectively with fellow workers, the traveling public and Town/State representatives.
5. Flaggers shall be courteous but firm in their mannerisms and professional in their activities. Behavior not adhering to these guidelines will be cause for removal from the job site. Replacement by another vendor flagger must be made within two (2) hours.
6. Flaggers must have their own personal, or company supplied, transportation in order to change work location as required during the work day.
7. Flaggers must be aware of their traffic control responsibilities and demonstrate same by safe and expeditious vehicular traffic movement, to include construction vehicles.
8. The vendor shall supply flaggers with stop/slow signs and two-way radios.
9. No cell phones, radios, ear phones, umbrellas or chairs will be allowed to be in use at the flagging site. Flaggers shall face on-coming lanes of moving traffic at all times.
10. Flagger will be supervised by the Public Works Department Supervisor to whom they are assigned.
11. Flaggers must clean up and legally dispose (away from site) all refuse, rubbish, scrap materials and debris caused by his/her operation. Including but not limited to food/drink containers. The work site shall at all times present a neat and orderly appearance.
12. The Town will provide work zone set-up and break down.

13. Interested vendors shall supply rate information relative to “straight time”, overtime charges for both “time and one-half” and “double time”, emergency call outs, minimum time to be charged, cancellation policy, etc. Documentation shall be included to verify personnel training and certification, along with a certificate of insurance showing limits of liability and worker’s compensation coverage.

Compensation

1. Payment for services provided will be rendered by the hour, in half-hour increments, multiplied by each person performing the authorized services.
2. Overtime rates shall apply after 40 hours worked in a weekly period.
3. Hourly rates will be inclusive of the employees pay rate, state & federal taxes, state & federal unemployment insurance, workers compensation, liability insurance, benefits, overhead, profit, equipment and any personal transportation to and from multiple work sites.
4. Contractor shall provide daily signed receipts for hours worked.
5. Contractor shall bill the Town on a bi-weekly basis for services rendered.

Miscellaneous

1. Literature also should be supplied explaining what type of equipment the flagging personnel come supplied with to perform their services effectively and safely.
2. The Town reserves the right to terminate without cause any vendor flagging services as well as cancellation of any purchase orders issued for said services.
3. No subcontractor flagging services may be used, but the subcontracting personnel must adhere to the same requirements, as does the original vendor/contractor.
4. The vendor selected must respond to the Town’s request for flagging personnel within 24 hours of notification by the Town representative.

PURCHASING AUTHORITY

Town of New Milford, Connecticut

INDEMNIFICATION, ACKNOWLEDGEMENT & AGREEMENT

BID: Traffic Control Flagging Services 2020-2022

BID OPENING: March 19, 2020

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the Town of New Milford, and agents and employees of said Town from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss or use resulting therefrom, but only to the extent caused in whole or in part by acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to the Town of New Milford. In claims against any person or entity indemnified under this paragraph by an employee of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Contractor acknowledge and understands that the Town of New Milford has adopted as its policy, the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142, as those statutes may be amended from time to time. Contractor further agrees to comply with such mandates.

Signature

Title

Company

Date

An Equal Opportunity/Affirmative Action Employer

Town of New Milford, Connecticut
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Connecticut
County of _____

_____ being first duly sworn affirms that:

He is _____ of _____, the Bidder that has submitted the attached bid;

He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;

Such Price is genuine and is not a collusive or sham bid;

Neither the said Bidder nor any of its officers, partners, Owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of New Milford, or any person interested in the proposed Contract; and

The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, Owners, employees or parties in interest, including this affiant.

Signature: _____ Printed name: _____

Title: _____ Company: _____

Date: _____

CERTIFICATE OF ACKNOWLEDGMENT

On this the ____ day of _____, 2020, before me, _____ a Notary Public or Commissioner of the Superior Court or Justice of the Peace in and for said state, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) (is/are) subscribed to the within instrument and acknowledged that (he/she/they) executed, in authorized capacity, the same for the purposes therein contained.

WITNESSS whereof I hereunto set my hand:

Notary Public/Commissioner of the Superior Court/Justice of the Peace (circle one)

My Commission Expires/Juris Number (circle one)

Town of New Milford

TRAFFIC CONTROL FLAGGING SERVICES 2020-2022

Bid Proposal Form

Description	Year 1 April 1, 2020 through March 31, 2021	Year 2 April 1, 2021 through March 31, 2022
Straight Time Hourly Rate		
Time and one-half Hourly Rate		
Double Time Hourly Rate		
Emergency Call Outs Hourly Rate		
Minimum Hours Charge		

Any deviations from the above stated specifications must be so noted and any bid prices must be reflective of the deviations.

Vendor Name: _____

Address: _____

Phone: _____ Email: _____

Printed Name: _____ Title: _____

Authorized Signature: _____

Date: _____