

REQUEST FOR PROPOSAL
TBD
BRIDGE INSPECTION SERVICES RFP

Town of New Milford
10 Main Street
New Milford, CT 06776

RELEASE DATE: January 21, 2021

DEADLINE FOR QUESTIONS: February 8, 2021

RESPONSE DEADLINE: February 18, 2021, 3:30 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/newmilford>

Town of New Milford
REQUEST FOR PROPOSAL
Bridge Inspection Services RFP

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1. NOTICE

1.1. [Request for Proposal Notice](#)

Bridge Inspection Services RFP

The Town of New Milford is requesting proposals from qualified engineering firms to provide Bridge Inspection Services for the Town.

The proposal package is available through the Town's e-Procurement Portal, ProcureNow, at <https://secure.procurenow.com/portal/newmilford>.

Proposals will be received through ProcureNow until 3:30 pm, on Feb 18, 2021. Proposals will then be opened in the E. Paul Martin Room by the Purchasing Authority at 3:30 pm. Late proposals will not be accepted through the ProcureNow system and will be rejected. The Town reserves the right to reject any and all submissions.

Pete Bass, Mayor

An Equal Opportunity/Affirmative Action Employer

2. INTRODUCTION

2.1. Summary

The Town of New Milford seeks the services of a professional engineering firm licensed in the State of Connecticut with extensive bridge and highway design experience to provide Engineering Services for bridge inspections. One or more firms may be awarded a contract under this proposal. One or more bridges may be assigned to the firm(s) for inspection throughout the course of this contract.

2.2. Background

The Department of Public Works is developing a bridge preventative maintenance program. Inspections are a key component of a good PM system. The Town has several bridge construction projects scheduled for the next five years and many other bridges that would benefit from an inspection process leading to repairs resulting in longer bridge life and lower ongoing costs.

2.3. Contact Information

Valerie Douglass

Purchasing Specialist

10 Main Street

New Milford, CT 06776

Email: vdouglass@newmilford.org

Phone: [\(860\) 355-6060 Ext: 3](tel:(860)355-6060)

Department:

Public Works

Department Head:

Jack Healy

Public Works Director

2.4. Timeline

The following represents an estimate of the schedule that shall be followed. The Town reserves the right at its sole discretion to adjust this schedule as it deems necessary.

Release of RFP

January 21, 2021

Question Submission Deadline

February 8, 2021, 5:00pm

Question Response Deadline

February 11, 2021, 5:00pm

Deadline for Receipt of Proposals

February 18, 2021, 3:30pm

Opening of Proposals

February 18, 2021, 3:30pm

Contract Awarded by Town

March 4, 2021

3. INSTRUCTION TO PROPOSERS

3.1. Submittal Requirements

All proposals must be received through the Town's e-Procurement Portal, [ProcureNow](#), no later than 3:30 pm on Thursday, Feb 18, 2021.

It is the sole responsibility of the supplier to ensure that its proposal is received within the required time period. The Town is not responsible for any errors or irregularities with the delivery method utilized for submittal of the Proposal. Any proposals received after the closing date and time will not be accepted in the ProcureNow system.

3.2. Inquiries

All questions related to this Proposal shall be submitted in writing through the ProcureNow Question/Answer Tab via the Town's e-Procurement portal, no later than, Feb 8, 2021 by 5:00 pm. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the Town shall be the one stated in writing and posted in the [Town's e-Procurement Portal](#). All questions submitted and answers provided shall be electronically distributed to proposers following this solicitation on the Town's e-Procurement Portal.

When asking questions, please be sure to enter each question separately.

No interpretation of the meaning of the specifications or other documents will be made to any proposer orally. Failure of any proposer to receive any such addenda or interpretation shall not relieve such proposer from any obligation under this proposal as submitted. All addenda so issued shall become part of the contract documents. **No other communication with any employee or official of The Town is permitted.**

3.3. Addenda

The Town reserves the right to revise any part of this RFP by issuing an addendum at any time prior to the submittal deadline. Addenda notifications will be emailed to all persons on record as following this RFP. The Town reserves the right to accept or reject, in whole or part, all proposals submitted and/or to cancel this announcement if any such action is determined to be in the Town's best interest. All materials submitted in response to this RFP become property of the Town. The Town will not be responsible for costs associated with preparing proposals. By submitting a proposal, each consultant agrees to be bound in this respect and waives all claims regarding such costs and fees.

3.4. Withdrawal of Proposal

Any proposer may withdraw its proposal through the Town's e-Procurement Portal, the responding firm may "unsubmit" their proposal in ProcureNow. After withdrawing a previously submitted proposal, the responding firm may submit another proposal at any time up to the deadline for submitting proposals.

Each proposal shall be considered binding and in effect for a period of ninety (90) days after the closing date.

3.5. [Pre-Proposal Conference](#)

A pre-proposal conference is not a requirement of this RFP.

4. SCOPE OF WORK

4.1. General Scope of Work

1) Bridge Inspection

The proposed work shall perform an inspection of all exposed structural elements of the bridge in accordance with the Connecticut Department of Transportation (ConnDOT) Bridge Inspection Manual, and the National Bridge Inspection Standards 9NBIS).

In addition to the Bridge Inspection Manual guidelines, the contractor shall also:

- Review all pertinent existing data prior to field inspection
- Visually inspect all exposed steel, concrete, and masonry elements for any indication of distress or defects and document any section loss.
- Visually inspect any parapets, roadway surface, expansion joints, sidewalk, curbing, approach and bridge railing, sight distances, and adjacent roadway geometry.
- Perform a hands on inspection of all bearing seats and adjacent concrete.
- Visually inspect the channel banks, wing walls and abutments to the water line. Probe the abutments or other elements below the waterline to determine presence of channel erosion, scour or undermining.
- Shall take measurements, photographs, and field notes to document the overall condition and any defects of the bridge.

2) Bridge Inspection Report Preparation

Reports shall contain the following information:

- Cover page
- Location map
- Management Summary of the existing bridge condition, deficiencies, and deterioration.
- Fully complete ConnDOT standard inspection forms including BRI-18, BRI-19 and any additional applicable forms.
- Sketches and field notes.
- Recommendations for repairs or other actions required including preliminary cost estimates.
- Include a photo log (BRI-10) of supporting photographs of the overall structure, important elements, and deficiencies.

5. **FORMAT AND CONTENT**

5.1. Format

Proposals must be arranged so as to be directly and organizationally responsive to this RFP. Further, page size shall be 8-1/2" x 11".

5.2. Selection Process

Proposals will be evaluated based on the following criteria:

- A. Professional qualifications and experience of the Project Manager and key project personnel as based on the submitted proposal and knowledge of the consultant
- B. Demonstrated experience and technical competence with comparable projects
- C. Completeness of proposal and evidence that the Consultant expresses a clear understanding of the scope of services as committed to by the Consultant in its response to this Request for Proposals
- D. Ability to meet project work schedule
- E. Fee Proposal and total cost
- F. References feedback record, and quality and performance of past services

Proposals will be reviewed by key members of the Town's management team. After a review of written proposals, the review team will choose three consultants to make a presentation via Zoom. The Town will then choose the proposal(s) that best fits its needs. The Town is not obligated to award the contract based on cost alone nor is the Town obligated to award only one agent of record. The Town reserves the right to waive non-material deficiencies in any proposal. Proposals will be evaluated based on what is deemed in the best interest of the Town, including such factors as the consultant's experience and expertise in providing Engineering services for municipalities and school districts, clarity and creativity of the proposal, recommendations from other similar entities for which the consultant has previously provided services, evidence of prior success in a collective bargaining environment, the lead persons to be assigned to the account and total cost. Cost will not be the sole factor in evaluating bids. Selection of the preferred proposal does not provide any contract rights to that consultant. Any such rights shall accrue only if and when the Town and selected consultant execute a binding contract. The proposal submitted may, at the leisure of The Town, become an addendum to any contract entered into. The Town shall have full rights to negotiate with the successful consultant in any manner necessary to best serve the interests of the Town. If the Town fails to reach an agreement with the successful consultant, the Town may commence negotiations with an alternative consultant or reject all bids and reinstitute the RFP process.

5.3. Title Page and Cover Letter

Include the name of the firm, telephone numbers and email addresses of the primary contact persons, the date and other relevant company information.

5.4. [Sub-consultants](#)

Include a list and contact information for any of the proposed sub-consultants and the work they will perform.

5.5. [Experience and Examples](#)

Demonstrate five years of recent experience performing bridge inspections and providing reports as specified within this RFP.

5.6. [Professional References](#)

Include the name, address, phone number and email address for at least three professional references.

5.7. [Key Staff](#)

Identify the designated Project Manager or primary contact and key supporting staff, along with their availability for this project, specific experience based on the themes of study, and capacity to provide the requested services. Include resumes for each of the individuals and clearly identify any sub-consultants and their role in the project.

5.8. [Scope and Approach](#)

State the services your firm/team is proposing to provide. Describe the process and timeline that would be utilized to complete the project for the items listed under Scope of Services and Deliverables. Please indicate the number of calendar days to complete this project following issuance of Notice to Proceed.

5.9. [Required Forms](#)

All proposals shall include the following completed forms which are attached to this RFP: Indemnification, Acknowledgement and Agreement Addendum.

5.10. [Qualifications and References](#)

Proposals, at a minimum, shall outline the following:

1. Overview of qualifications and/or general firm information
2. List years in business and number of employees
3. Brief overview of involvement with projects similar in nature and scope. References for projects similar in nature to this proposal. The consultant shall supply a minimum of three references of a similar size and scope to this project. The references must include contact name, company name, brief description of the project, telephone number and date that the work was performed.

5.11. [Staffing](#)

Each proposal shall indicate the company's capability for staffing this project. The Proposals shall identify and provide resumes of the consultant's project manager and key project team members, and for additional members that may be involved in the project in the event of staff availability. The Proposals shall identify who is directly responsible for project management.

5.12. [Submittals](#)

The contractor shall submit two final color copies of the bridge inspection report as well as an electronic (PDF) file of the same. The inspection reports submitted to the Town shall be signed by a licensed Professional Engineer in the State of Connecticut.

6. TERMS AND CONDITIONS

6.1. Term of Contract

Based upon the outcome of this process, The Town will award a one (1) year contract with the option for additional years at the sole discretion of the Town. The successful consultant will be expected to commence services upon receipt of the Notice to Proceed. The contractor shall complete the inspections and corresponding reports within sixty (60) calendar days of receiving the Notice to Proceed. Delay in completion of the inspection shall be grounds for cancellation of the Service Agreement.

6.2. Duration of Offer

Proposals must be valid for ninety days.

6.3. Late Proposals

Proposals or unsolicited amendments to proposals arriving after the date/time due will be rejected as not meeting the mandatory requirements of this RFP.

6.4. Award of Contract/Acceptance of Proposal

The contents of the RFP and the Bidder's proposal, as submitted and/or modified, shall become contractual obligations to be executed by the authorized contracting agents of both parties. The terms and conditions including a proposed payment schedule will be negotiated between the Town and the selected consultant.

6.5. Insurance Required

During the term of the services provided as part of this RFP, the successful bidder must procure and maintain insurances as outlined below:

The consultant shall secure, pay for and maintain such insurance as will protect it from claims under Workers' Compensation Acts, claims for damages because of bodily injury, including but not limited to claims for personal injury, sickness or disease or death of any person as a result of the nature of its work under the terms of the Agreement between the parties, and from all claims for damages because of injury to or of destruction of property, including but not limited to loss of use resulting there from which may arise out of any of the services provided pursuant to the Agreement between the parties.

1. The consultant shall provide a certificate of insurance evidencing the following required minimum coverages:

General Liability per occurrence \$1,000,000

Personal Injury \$1,000,000

Aggregate \$2,000,000

Professional liability \$1,000,000

Fire Damage (Any One Fire) \$ 50,000

Medical Expense (Any One Person) \$ 5,000

An error and omissions protection provision shall be provided.

The insurer shall waive all rights of subrogation on all applicable policies against the Town of

New Milford, the New Milford BOE, its officers, employees and volunteers arising from all contracts, agreements and work performed by the Contractor for the Town of New Milford.

2. Automotive Liability, including owned, hired and non-owned vehicles. Limits of insurance shall be combined single limit bodily injury and property damage: \$1,000,000
3. Statutory Worker's Compensation and Employer's Liability.
Each Accident \$ 100,000
Disease – each employee \$ 100,000
Disease policy limit \$ 500,000
Or in accordance with the requirements of the State, whichever is greater.
4. Umbrella /Excess \$ 2,000,000
5. The Town of New Milford, CT its officers, agents, employees, and volunteers MUST be named as "Additional Insured" with reference to this project on a primary and non-contributory basis on applicable policies.
6. The selected consultant shall indemnify and hold the Town of New Milford harmless from and against all claims to the fullest extent permitted by law.
7. Consultant is an independent contractor. No employment relationship exists between the parties.
8. The insurer shall waive all rights of subrogation against the Town of New Milford, its officers, employees and volunteers arising from work performed by the Consultant for the Town of New Milford.
9. If any insurance required herein is to be issued or renewed on a "claims made" form as opposed to an "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of the Agreement between the parties and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least sixty (60) months. The insurance requirements of this Agreement are an integral element of the Agreement. Any defect in the insurance required in the Agreement may result in termination of this Agreement, at the sole option of the Town.

6.6. Town's Rights

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.

6.7. [Review Rights](#)

Proposals submitted may be reviewed and evaluated by any person(s) considered necessary to the decision making process at the discretion of The Town of New Milford.

6.8. [Consultant's Proposal Preparation Costs](#)

Costs for developing proposals are entirely the responsibility of the bidder and will under no circumstances be transferred to The town of New Milford or any other affiliated organization.

6.9. [Public Release of Information](#)

News releases, articles, brochures, advertisements, prepared speeches, and other information releases concerning this RFP, or any subsequent contract or activity related thereto, may not be made without the prior written approval of the Town of New Milford.

6.10. [Special Note](#)

Each responding consultant is advised to read and respond to this RFP carefully. Your response and submittal shall be considered your opportunity to describe your firm's methods, techniques, process, and plan to fulfill the project requirements. While pricing will be considered in the award of this contract so will responses that fully explain solutions and innovative techniques to successfully accomplish the tasks as described. Any and all exceptions to an item in this specification MUST be duly noted and explained in the response. Failure to make exception to any item shall be considered as both the ability and the intention to fully comply with that item at the quoted price.

6.11. [Contingencies](#)

Consultants, before submitting their proposals, should make a careful examination of the scope of the work to be done and of the difficulties involved in its proper execution; to include in their proposal all costs they deem proper and sufficient to cover all contingencies essential to the delivery of the proposed conceptual plan, report and cost estimate, notwithstanding that every item or contingency is not specifically mentioned herein.

6.12. [Permits and Codes](#)

The selected consultant will comply with all laws, codes, rules and regulations of the State, County and Town applicable to the work to be performed at the Town of New Milford premise. Any permits lawfully required shall be obtained by the consultant, who shall pay all lawful charges.

6.13. [Price](#)

The price quoted shall include all contingencies, including but not limited to profit, BFO, administrative fees, direct costs, etc. to complete the project as described in this document.

6.14. [Civil Rights Compliance](#)

Where applicable, Consultants must comply with the Civil Rights Act of 1964, the Equal Employment Act, and the Connecticut Fair Employment Practices Act.

7. PRICING PROPOSAL

FEE PROPOSAL

Item number	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Bridge Inspection-Brookside Ave. #095- 028	1	Total		
2	Bridge Inspection-Indian Trail #095- 011	1	Total		
3	Bridge Inspection-Old State Rd. #095- 029	1	Total		
4	Bridge Inspection-Walker Brook Rd. #095- 016	1	Total		
5	Bridge Inspection-Walker Brook Rd. #095- 019	1	Total		
6	Bridge Inspection- Hine Rd. #095- 013	1	Total		
7	Bridge Insp.-West Meeting House Rd. #095- 001	1	Total		
8	Bridge Inspection-Long Mountain Rd. #095- 005	1	Total		
9	Bridge Inspection-Long Mountain Rd. #095- 004	1	Total		
10	Bridge Inspection-Gaylord Rd. #095- 020	1	Total		
11	Bridge Inspection- Boardman Rd. Old Bridge	1	Total		
TOTAL					

8. **VENDOR QUESTIONNAIRE**

8.1. Indemnification, Acknowledgement & Agreement *

BID: Bridge Inspection Services RFP

BID OPENING: Feb 18, 2021

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.

Please confirm

*Response required

8.2. Non-Collusion Affidavit*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Attachment - Non-Collusion ...](#)

*Response required

8.3. Insurance Requirements*

Please upload proof of your Insurance here. A Certificate of Insurance naming the Town as additional insured will be required from the successful bidder within ten (10) calendar days.

*Response required

8.4. [Other Documentation](#)

Please provide any additional documentation that would pertain to this project here. For example: Licenses, certifications, etc.

8.5. [Proposal Documents without Cost Proposal*](#)

Please upload your COMPLETE **Proposal** here. Do not include pricing here. That is to be submitted through ProcureNow.

*Response required