

INSTRUCTION TO BIDDERS

TOWN OF JOHNSTON PURCHASING DEPARTMENT



REQUEST FOR PROPOSALS

TOWN OF JOHNSTON

The Town of Johnston is seeking proposals for **Walking Path Bridge Repair- Memorial Park**

<b>Bid Due Date &amp; Opening: Time:</b>	<b>Wednesday, April 28<sup>th</sup>, 2021 10:20 am</b>
<b>Pre Bid- Conference</b>	<b>April 20, 2021 at 2:30 pm at 1583 Hartford Avenue, Johnston RI 02919</b>
<b>Place of Delivery:</b>	<b>Town Clerk Johnston Town Hall 1385 Hartford Avenue Johnston, RI 02919</b>

Bids must be received prior to the due date and time. Bids received after that time shall be returned unopened. Package must be sealed and clearly marked: **“Walking Path Bridge Repair”**

The Town is not responsible for accepting any submissions delivered to other town buildings. Bids received prior to the time of opening will be securely kept, unopened until the opening time. No responsibility will attach to an officer or person for the premature opening of a bid not properly addressed and identified.

RECEIPT AND OPENING OF BIDS

Sealed bids will be accepted at the office of the **Town Clerk, Johnston Town Hall, Johnston, RI 02919**, until the time indicated on the advertisement for bids. **The bids will be opened via a virtual opening utilizing the Zoom video meeting platform.** The virtual meeting can be attended by clicking on the following link:

<https://us02web.zoom.us/j/87314418453?pwd=VIA3MU1NTkJRZ0s4dXQ1TVJ5WVlzdz09>

Or by visiting the Zoom website at <https://zoom.us/join> and clicking on “Join Meeting”. Enter the following webinar information:

Meeting ID: 873 1441 8453  
Password: 847136

No computer or mobile device, dial in at:  
833 548 0282 US Toll-free  
877 853 5247 US Toll-free

### FORM OF BID

Bids must contain the name and proper address of the bidding firm and must be signed by a responsible member of the firm with their signature and official title. Any exceptions to these specifications must be listed on a separate sheet.

### SUBMISSION OF BIDS

- I. Envelopes containing bids must be sealed and addressed to:

Town Clerk  
Johnston Town Hall  
1385 Hartford Avenue  
Johnston, RI 02919

The bids must be marked with the name and address of the bidder, date and time of bid opening, and name of item in bid call.

- II. Any bidder may withdraw the firm's bid by written request at any time prior to the advertised time for opening. Telephonic, email or facsimile transmitted bids, amendments, or withdrawals will not be accepted.
- III. Unless otherwise specified, no bid may be withdrawn after the date and time of the bid opening. Time is of the essence in this bid and failure to deliver within the time period shall be considered default.
- IV. If any proprietary, trade, brand or manufacturer's name or part number is used herein in describing the required equipment, it shall be understood to indicate the minimum standard of composition and quality desired, and shall not be construed to exclude equipment that equals or exceeds the functional capability and quality of the named equipment. If bids are based on such equivalent equipment, indicate the manufacturer's name, model and number for the equipment and include any literature or other explanation of the equipment's quality or performance.
- V. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after said bid has been opened.
- VI. Descriptive materials such as plans, drawings, photographs, written descriptions, and particularly manufacturer's literature that will enable the Town to determine the exact quality, design and appearance of the equipment proposed, shall

accompany the bid. All equipment listed, or shown, in the manufacturer's literature, drawings or photographs, and approved by the Town, shall be furnished.

- VII. All prices bid must be on the basis of F.O.B. Delivery Point, Town of Johnston. Therefore, shipping costs are to be included within the process quoted. Deliveries must consist only of new merchandise or equipment and shall be made between 7:30am and 3:00pm, or as may be arranged during emergencies.
- VIII. Bids received prior to the time of opening will be securely kept, unopened. No responsibility will attach to an officer or person for the premature opening of a bid not properly addressed and identified.
- IX. The Finance Director or his designee may waive any or all bids for cause, failure to meet specifications or any reason deemed appropriate.
- X. An award will be given in writing to the bidder whose offer provides the greatest value to the Town, from the standpoint of meeting specifications and requirements of bidding documents, suitability to purpose, quality, service, previous experience, price, ability to deliver, or for any other reason deemed by the Town to be in its own best interest. Any final analysis or weighted point score does not imply that one bidder is superior to another, but simply, in the Town's judgment the bidder selected appears to offer the best overall solution for our current and anticipated needs. Thus, the result will not be determined by price alone.

Award will be based on, but not limited necessarily to the following (where applicable):

- 1. Adherence to all conditions and requirements of the bid specifications;
  - 2. Total bid price; (including any discounts), unit bid price, or extended price;
  - 3. General reputation and experience of bidders;
  - 4. Evaluation of the bidder's ability to service the Town;
  - 5. Financial responsibility of the bidder;
  - 6. Prior knowledge of and experience with the bidder in terms of past performance;
  - 7. Needs and requirements of the Town;
  - 8. Experience with the products involved;
  - 9. Bidder's ability to meet delivery and stocking requirements;
  - 10. Delivery date or service date; and
  - 11. Ordering method.
- XI. After the bid is awarded, all documents pertaining to the successful bid will be available for public inspection in the Town purchasing office.
  - XII. If all Bids exceed the available funds, the Finance Director may re-solicit new Bids or enter into competitive negotiations with two or more of the lowest bidders meeting all requirements as outlined.

- XIII. A reasonable inquiry to determine the responsibility of the bidder or offer may be conducted. Failure to promptly supply information related to such an inquiry may be grounds for disqualification of a bidder. All information supplied is confidential.
- XIV. The Town may make such investigations as it deems necessary to determine the ability of the bidder to provide the materials or services, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid of the evidence submitted by, or investigation of such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- XV. Bid price shall be firm; unit price shall include any and all trade discounts. Price shall be inclusive of any freight, handling, delivery surcharges or any other incidental charges. Your bid shall be exclusive of any Federal or State taxes, as the Town of Johnston is exempt from payment of such taxes. A certificate of exemption shall be forwarded to the elected vendor upon request.
- XVI. Delivery shall be made to the Town of Johnston on the “ship to” address of the Purchase Order. Delivery is required within the time stated herein from the date of the issuance of the purchase order, unless otherwise noted. Delivery shall include assembly, servicing and placement of equipment in operable status unless specified otherwise. No deliveries shall become due or acceptable without a written Purchase Order issued by the Town of Johnston.
- XVII. The Department Director, or his designee, shall accomplish inspection and acceptance of materials/equipment purchased for the department.
- XVIII. In case of default, the Town may procure the materials from other sources and hold the bidder responsible for any excess costs occasioned thereby and may immediately cancel the Purchase Order.
- XIX. Bidders are advised that this section of the specifications will be evaluated before the technical specifications. Bids that do not comply with our General Conditions, Bonding, Insurance, Delivery, Bidder Qualifications, Service and Warranty requirements will be immediately deemed non-responsive and shall be immediately rejected without further review of the technical specification.
- XX. Bids not received by the Bid Submittal Deadline are late. Late Bids will be returned to Bidders unopened.
- XXI. No employee, officer or agent of the Town of Johnston shall participate in the selection, the award or administration, of the contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when one of the following has a financial or other interest in any firma proposing on or selected for the award:
- (a.) The employee or an officer or agent of the employee;
  - (b.) Any member of the employee's immediate family;
  - (c.) The employee's business partner; or

(d.) An organization that employs, or is about to employ, any of the above.

Any questions may be directed via email to Vincent Baccari, Town Clerk, at vbaccari@johnston-ri.us.

## Documents Required for Submission with Sealed Bid

1. **Bid Bond or Certified Bank Check:** Must be for 10% of the price of the Bid.

## Documents Required if Selected as Winning Bidder

2. **Performance Bond or Certified Bank Check:** Must be for 100% of completed cost of project/service.
3. **Insurance Binder:** A certificate of insurance indicating liability and workers' compensation coverage must be provided.

## **Specifications**

### **Walking Path Bridge Refurbishment- Memorial Park**

- Refurbishment of the wooden deck bridge that is 26 feet long and 6 feet wide and runs parallel to Hartford Avenue at the south end of Johnston War Memorial Park.
- The bridge is part of the walking path around the pond at the park, is subject to human foot traffic (not motor vehicles), and crosses over the pond water where it transitions to a small waterfall on the north side of Hartford Avenue.
- The existing wooden railing requires removal and disposal as do the wooden planks themselves spanning across the sleeper boards/metal bridge truss/frame. Said planks are 6 feet long (width of bridge), 7 1/8" wide, and 2 1/2" thick.
- Removal and disposal of existing sleeper boards underneath as well as all old hardware.
- Inspection of the metal truss/bridge frame followed by necessary preservation steps to include a top coat of an exterior preservation paint/epoxy type product suitable for that environment before bridge re-decking.
- Replacement of sleeper boards and bridge decking with an outdoor rated/pressure treated wood in order to hold up to the climate conditions. Wood planks should be of similar size and aesthetics of the previous bridge decking. Use of galvanized/outdoor rated hardware to secure said wood. All work to be performed consistent with RI building code.
- Use of construction barriers and warnings as necessary during the demolition and rebuilding process for the safety and security of park patrons.
- Side railings to be installed separately in a 4' high, black chain link fence consistent with the bridge that leads to the island park.