

INSTRUCTION TO BIDDERS

TOWN OF JOHNSTON PURCHASING DEPARTMENT



REQUEST FOR PROPOSALS

TOWN OF JOHNSTON

The Town of Johnston is seeking proposals for **Comprehensive Plan Update-**

Bid Due Date & Opening: Time:	Thursday, April 8th, 2021 10:00 am
Place of Delivery:	Town Clerk Johnston Town Hall 1385 Hartford Avenue Johnston, RI 02919

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: **“Comprehensive Plan Update”**

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/85865313535?pwd=aWQ3SFFmbHBFNGRWU2REV3YzdDhTQT09>

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

Meeting ID: 858 6531 3535

Password: 873578

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 Unless otherwise specified, no bid may be withdrawn after the date and time of the bid opening.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.

This is a "prevailing wage" contract. Prevailing Wage refers to the requirements of the Rhode Island General Law 37-13 and the general prevailing rate of pay for regular, holiday and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer or other type of worker performing work on public works projects when state or municipal funds are used in excess of \$1,000. Contractors must refer to the applicable Davis Bacon Wage Determination rate schedule available at the Rhode Island Department of Labor and Training website to determine the prevailing wage rates for a public works construction project.

Specifications

Request for Proposals Comprehensive Plan Update Town of Johnston, RI

1. Introduction

The Town of Johnston is seeking a consultant team to develop an updated the Comprehensive Plan. We are not looking for a conventional comprehensive plan, but a plan that establishes a clear vision of where the town wants to be in 2040 and a framework to meet this vision while addressing the requirements of RIGL 45-22.2 the Comprehensive Planning and Land Use law.

We envision the planning process to consist of two steps. The first is to establish the vision for Johnston in 2040; the second step is the development of the implementation plan to achieve the vision.

Johnston Vision 2040 is a plan that describes the town of Johnston in 2040. A plan that talks about the role that Johnston plays as a residential and job center in Rhode Island and the region. It discusses how Johnston becomes a hub in a transportation network that is developed to tie the region together. It discusses the residential and commercial growth that makes Johnston a vital community in Rhode Island.

The implementation plan is an action plan. It is like a capital improvement plan that lays out what must be achieved each year for five years to meet our vision. And like a capital improvement plan, it is updated each year, evaluating what has been achieved, and adding a new fifth year to the plan. To achieve this annual update, a component of the plan must contain a framework for annual review of actions and achievements.

The Final Comprehensive Plan, to include Town Council approval, must be completed by May 31st, 2022.

2. Questions

Questions regarding this RFP must be submitted in writing by 11:59 PM March 24th. Questions may be emailed to tdeller@johnston-ri.us. The questions and the Town's responses will be compiled and posted on its website by March 26th. Questions received after the above date and time will not be answered.

3. Submission Procedure

Five paper copies and one electronic copy (on a flash drive) of the submission must be received by 10:00 a.m. on April 8th, 2021. Said paper and electronic copies of the submission shall be placed in a sealed envelope clearly marked "**Comprehensive Plan Update**" and mailed or hand delivered to the Office of the Town Clerk, Town Hall, 1385 Hartford Avenue, Johnston, RI 02919.

Submissions received by fax or email will not be considered. Late submissions will not be considered. The Town will not be held responsible for mishandled, late, or lost qualifications packages.

All submissions shall become the property of the Town and shall be considered public information.

4. Plan Requirements

The Johnston Vision 2040, while based on the requirements of RIGL Chapter 45-22.2 needs to be a vision that easily understand. The vision needs to express the town's history and its aspirations. The vision must lay out a clear plan for change that is based on a regional perspective. Development of the vision must be an inclusive process that is flexible, integrates environmental thinking and sustainability. The vision must identify how the town can grow and prosper economically. The vision must lay out a strategic approach to achieving that vision. And finally, the vision must insist on opportunity for all.

It is envisioned that the consultant team will first develop a draft vision statement for the town. While developing this statement the consultant team should be assembling the elements required by state law (natural resources, open space & outdoor recreation, historical & cultural resources, housing, economic development, services & facilities, circulation & transportation, natural hazards, and land use) and additional elements that are essential for the vision. These plan elements will be the background data used to refine Johnston Vision 2040 and the action plan.

All the comprehensive plan elements are important for the development of Johnston Vision 2040; however, topics of particular interest to the Town include:

Economic Development. The town has multiple eclectic commercial corridors that have no unifying image. Repositioning these corridors to thrive in the changing economic and retail climate is essential to the town's success. The Town wants to re-envisioning each of these corridors and is open to innovative strategies including allowing developers more flexibility if adequate performance standards are met. Ideas for these corridors might include:

- Development of a more attractive gateway to the Town.
- Transition from parking-dominated, single-story, development to high-density, mixed-use, performance-standard-based, and transit-oriented development.
- Development of a "Town Center" high density, mixed-use arts/entertainment/dining-style development.
- Small-scale economic hubs that offer residents hyper-local shopping options.

The economic development component to the Comprehensive Plan must respond to the following beliefs:

1. The Town needs to clearly differentiate itself in the regional market.
2. The Town needs to be bold and aggressive.
3. The Town supports the development of a transit-oriented hub that connects Johnston to the regional employment and residential markets.

Land Use. The Town is quickly approaching full build out and as a result, the land use analysis must address how Johnston continues to grow while not over-burdening existing infrastructure or changing the character of Johnston from a small-scale low-density community. It is important that this land use study clearly understand the town's existing development pattern and defines the changes in the development pattern that will ensure continued economic development. The land use study will lead to the development of new land use regulations that embrace quality design, discourages strip development, and recognizes existing residential development patterns while allowing for new quality residential development or redevelopment. The land use element must also set the framework to change the single-story commercial development to thriving commercial nodes or centers. In doing this, it is important to recognize that there are some commercial areas in Town that will continue to revolve around the automobile and highway access. The comprehensive plan should address land-use concerns and make recommendations for amendments to the Town's regulations that result in more desirable development.

Circulation. As the Town matures and moves from a growing suburban community to a mature community, we must begin to think about alternative forms of transportation including walking, riding a bike, and public transportation. The town's public streets and spaces do not adequately reflect this reality. This element should include strategies that ensure "complete streets" elements are incorporated into all future road projects.

Public transportation within the town is inadequate. The Town has little control over existing public transportation decisions as they are the purview of State agencies. This plan must set a framework for the Town to influence RIPTA so that as the Agency begins to implement its

future service plans it recognizes the need to serve Johnston. This element should include strategies that help the town secure more and better public transportation options.

Action Plan. This section of the plan is not intended to be a listing of goals, policies and objectives and the identification of the department in charge of achieving it within a certain time frame. This action plan is a capital budget for the land use of the town. It is a plan that requires action in a set time frame. It is a plan that must be updated annually. The Consultant must develop a strategy, which will be part of the plan, that identifies action, evaluation of the success of the action, and requires annual updating of the Action Plan. The concept is that this Action Plan will be completed by 2040 and Johnston is now the vital town that was identified in the vision.

4. Community Engagement

The town sees three phases to community engagement: development of the town vision; input into the background plan elements; and guidance into the development of the action plan. The best comprehensive plans are those that incorporate public and stakeholder input because they reflect the needs and desires of the community. These plans are also easier to implement because the community engagement process engenders greater support for the plan's recommendations and implementation strategies. As part of their proposal, firms must lay out how they will complete the community engagement. The proposal should identify approaches the consultant team may take at each stage of the planning process; give examples of the approach; and let us know what the team believes are the strengths and weakness of each of the approaches.

Given the challenges faced because of the pandemic, the Town will be looking for new and innovative ways to solicit public involvement in the planning process.

5. Existing Information

In addition to the existing Comprehensive Plan and updates, the Town has the following information:

- 2020 Hazard Mitigation Plan
- Johnston GIS Portal - The Town has been working with its GIS consultant to update various maps for the comprehensive plan process. These documents will be available to the consultant and the consultant will be expected to work with our GIS supplier to update these maps on the Town's web-based portal.

The Comprehensive Plan's goals & policies must be consistent with the goals and policies of the State Guide Plan.

6. Scope of Work

The selected firm will complete the following tasks within a 12-month timeframe:

- Correspond and meet regularly with Town staff and officials about the project.
- Gather necessary data to develop an accurate picture of the town's existing conditions including a preliminary diagnosis of the town's strengths, weaknesses, opportunities, and threats (SWOT). Sources will include census data, GIS analysis, interviews with Town'

staff/officials and key stakeholders, and existing planning documents, among others.

- Conduct public outreach campaign. Explain value of community planning/comprehensive plans. Review existing conditions and SWOT. Lead a process to identify overarching goals and goals, policies, and actions associated with each plan element. Public outreach will include facilitation of public meetings, participation in stakeholder interviews, and presenting updates at Planning Board and Town Council meetings, among others. Summary documents identifying outcomes from each outreach event will be created and made available to the public. Prior to writing the draft comprehensive plan, develop a report synthesizing the findings of the data gathering and community outreach phases of the planning process.
- Develop a draft Johnston Vision 2040 comprehensive plan incorporating recurring themes, ideas, and recommendations. Present the plan to Town staff/officials, stakeholders, and the public and accept comment. Incorporate feedback into the final draft of the plan. Hold public meeting(s) to present the final plan and explain how feedback was incorporated.

The selected firm will deliver to the town Johnston Vision 2040 which will consist of the Vision Plan, Action Plan and Appendix which is the required element plans.

7. Qualifications

The selected firm will meet the following minimum qualifications:

- The firm has the capacity to complete the project given existing/anticipated workload for other clients.
- The firm has experience with towns with similar characteristics to Johnston.
- The firm has completed at least three comprehensive plans (or plans of similar scale) in the past five years.
- The Project Manager has at least five years of experience developing comprehensive plans (or plans of similar scale).
- The firm has staff with expertise in community engagement, landscape architecture, natural resources, open space & outdoor recreation, historical & cultural resources, housing, economic development, services & facilities, circulation & transportation, natural hazards/climate change/energy, and land use.
- The firm staff has previously participated in the development of a comprehensive plan (or plan of similar scale).
- Sub-contractors have significant experience in the field for which they are being contracted and have previously participated in comprehensive plan development (or plan of similar scale).

8. Submission Requirements

The proposal which details how the firm will complete this Comprehensive Plan Update, including a proposal for public participation, is limited to 15 pages (single-sided) and must contain the following additional information:

1. **Letter of Transmittal** on company letterhead, including:
 - a. A statement that all terms & conditions contained in the proposal are valid for 180 days from the bid opening;
 - b. A statement that, to the best of the firm's knowledge, all information provided is accurate and complete (Note: misrepresentations may result in disqualification), and,
 - c. A signature of an individual authorized to bind the prospective firm contractually.

2. **Firm Contact Information** including name, address, key contact person, email, and phone number.
3. **Concise Firm Description** including nature, size, organizational chart, locations, and areas of expertise.
4. **Firm Experience.** Firms are required to provide project summaries of and excerpts from three comprehensive plans (or plans of similar scale) completed in the last five years. Provide a name, title, email, and phone number for each client to act as references. Project excerpts of limited length should be included in an appendix that does not count towards the proposal's page limit.
5. **Staff Experience** including a description of the project manager's professional qualifications and experience with comprehensive planning, a general description of subordinate staff's experience with comprehensive planning, and a description of key subcontractors. Concise resumes should be included in an appendix that does not count towards the proposal's page limit.
6. **Firm's capacity** to complete the project given existing/anticipated workload for other clients.
7. **Concise Description** as to how the document can be shaped to make a clear and understandable vision statement and action plan. Visual examples can be attached to the submission.
8. **Firm's ability to address all required elements of a comprehensive plan** with special consideration to the Town's areas of particular interest.
9. **Firm's ability to perform all items included in the scope-of-work.**
10. **Project timeline** not to exceed 12 months.

11. **Total proposed budget** with itemized spreadsheet breaking out tasks included scope-of-work and projected staff hours. A fixed fee is strongly preferred, but other reasonable proposals will be considered. Open ended contracts or hourly only contracts will generally not be considered.
12. **Hourly rates for key staff members** – including key staff of subcontractors.

9. Selection Process

The Town of Johnston will select a consultant team based on the following criteria:

1. Completeness and timeliness of proposal (5 points)
2. Experience with suburban communities near build-out capacity and/or with communities with similar characteristics to Johnston (5 points)
3. Qualifications, ability to address all comprehensive plan elements, and ability to complete scope-of-work (25 points)
4. Proposed comprehensive planning process (25 points)
5. Public outreach approach (20 points)
6. References (10 points)
7. Budget (10 points)

The Town reserves the right to conduct interviews of selected firms at its discretion. The Town reserves the right to reject any and all proposals on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim, or cause of action by any unsuccessful proposer against the Town. After selection, but prior to a contract award, the Town reserves the unilateral right to negotiate any aspect of the proposal in any manner that best serves the needs of the Town and is within the scope of the solicitation.

The evaluation of qualifications shall be made without regard to race, color, sex, sexual orientation, age, religion, national origin, disability, or political affiliation. The Town of Johnston is an Equal Opportunity Employer and encourages submissions from qualified MBE/WBEs.

10. Terms and Conditions

1. This RFP is not a contract and shall not be interpreted as such, but rather serves as an instrument through which proposals are solicited.
2. The Town of Johnston shall not assume responsibility or liability for expenses incurred by a respondent, or prospective respondent, in connection with the preparation or delivery of a response, a finalist interview, or any other action related to selection process for this RFP.
3. Firms must disclose potential conflicts of interest prior to the award of work.
4. The selected firm shall provide and maintain proof of the following insurance which the Town shall be named as an “additional insured”:
5. The selected firm will receive payment on a reimbursement basis.
6. All rights, titles to, and ownership of the data, materials, and documentation resulting from the contract with the selected firm will remain with the Town.
7. The selected firm and its subcontractors must comply with any and all applicable laws, statutes, ordinance, rules, regulations, and/or requirements of federal, state, and local governments and agencies which relate to, or in any manner affect, the performance of this agreement. The State required elements to the plan should be in the appendix to the required community vision.
8. By submitting a response to the RFP, each firm waives all rights to protest, or seek remedies whatsoever regarding any aspect of this RFP, the selection of a firm or firms with whom to negotiate, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.
9. The Respondent shall keep the Town of Johnston free and harmless from the payment of any and all damages, costs, expenses, royalties, patent fees, attorney's fees, or any sum of money whatsoever, by reason of any actions, claims, demands or proceedings, arising out of any infringement or alleged infringement, or use of any patented device, article, system or arrangement that may be used by the Consultant in the execution of its work. The Respondent will be required to indemnify and save harmless Town of Johnston from all claims or actions of any kind or description brought against the Town for, or on account of, any injuries or damages received or sustained by any persons, or any neglect in guarding the same, or in any improper materials used, or by, or on account of, any act of commission or omission of the Contractor or his agents or employees.
10. Project Oversight will be exercised by the Johnston Planning Board and the Director of Planning and Economic Development.