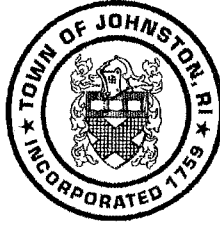


INSTRUCTION TO BIDDERS

TOWN OF JOHNSTON PURCHASING DEPARTMENT



REQUEST FOR PROPOSALS

TOWN OF JOHNSTON

The Town of Johnston is seeking proposals for a **Hazard Mitigation Plan Update**

Bid Due Date & Opening:	Friday, January 24th, 2020
Time:	4:00 pm
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: **“Hazard Mitigation 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 and will then be opened and read in at the Conference Room at the Town Hall.

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 Unless otherwise specified, no bid may be withdrawn after the date and time of the bid opening.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

See attached Specifications:

SPECIFICATIONS

SPECIFICATIONS OVERVIEW

PROJECT DESCRIPTION:

LOCAL HAZARD MITIGATION PLAN UPDATE. Utilizing the 2010 "Hazard Mitigation Plan: A Multi-Hazard Mitigation Strategy", the consultant must produce an updated hazard mitigation plan to include specific comments from the Rhode Island Emergency Management Agency (RIEMA) and the Federal Emergency Management Agency (FEMA).

SCOPE OF WORK:

The selected consultant will:

1. Meet with Mayor, the Emergency Management Agency (EMA) Director, and other appropriate department heads to discuss plan updates;
2. Cooperate with planning department and the EMA Director to obtain specific data required for the plans;
3. Draft plans in accordance with FEMA and RIEMA guidelines;
4. Coordinate public participation element including public meetings as required.
5. Deliver draft plan to planning department for review;
6. Deliver draft plan to RIEMA and FEMA for review;
7. Incorporate changes, and deliver an electronic copy and 10 hard copies of the revised plan to the Town.

LENGTH OF CONTRACT

The final hazard mitigation plan must be completed and submitted to the Johnston Department of Planning & Economic Development, The Rhode Island Emergency Management Agency, and the Federal Emergency Management Agency by December 31st, 2020.

SUBMISSION REQUIREMENTS:

Each proposal should address the following:

1. **Experience and Qualification of the Firm:** A statement elaborating the firm's or firms' experience and qualifications with examples of the range of services offered.
2. **Qualifications of Personnel:** Resumes of the persons who would be providing the professional services.
3. **Project Experience and References:** A listing of recently completed or current services and/or clients with contact persons for references including all experience with Emergency

Management planning and projects.

4. **Fee Proposal and Estimated Expenses:** Detailed costs of professional services with the hourly rate to be charged for each service and a detailed listing of all covered and reimbursable expenses for engineering projects.
5. **Work Schedule:** A complete listing of all projects currently under contract and the estimated completion date for each project.

SUBMISSION DEADLINE:

The consultant shall submit three (3) copies of their project response no later than 4:00 p.m., Friday, January 24th, 2020 to the Town Clerk. Proposals should be clearly marked "Hazard Mitigation Plan".