

INSTRUCTION TO BIDDERS

TOWN OF JOHNSTON PURCHASING DEPARTMENT



REQUEST FOR PROPOSALS

TOWN OF JOHNSTON

The Town of Johnston is seeking proposals for a **Source Capture Vehicle Exhaust Removal System** for the Fire Department

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

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| Bid Due Date & Opening: | Friday, September 13th, 2019 |
| Time: | 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: “ **RFP: Fire Department-Source Capture Vehicle Exhaust Removal System**”

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 Unless otherwise specified, no bid may be withdrawn after the date and time of the bid opening.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

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:

JOHNSTON RI FIRE DEPARTMENT

Source Capture Vehicle Exhaust Removal System

MAGNETIC NOZZLE /CONICAL ADAPTER SPECIFICATIONS

- Magnetic Grabber Nozzle Assembly Constructed of(Galvanized Steel, Stainless Steel, EPDM Rubber)
- 4” Hose Connection to a 5” Magnetic Grabber Nozzle
- CLICK and SEAL (Strategically positioned magnets)
- Self-Aligning 5” Tailpipe Conical Adapter Constructed of (Galvanized Steel, Stainless Steel)
- Tailpipe Conical Adapters can fit any size tailpipe from 3” to 7”
- Tailpipe Conical Adapters are equipped with an ambient air intake to ensure the Vehicle’s Exhaust Temperatures are reduced thereby making the system safer to use.
- Magnetic Nozzle and Tailpipe Conical Adapter are easily adaptable to the newer Vehicles that are equipped with the Diesel Particulate Filters (DPF)
- Manufactured Equipment must be NFPA 1500 and EPA approved
- Manufacturer must be ISO 9001 Certified
- One Year Warranty on the Magnetic Nozzles
- One Year warranty on the Tailpipe Conical Adapters (except if damaged via an accident)
- Interested Bidders must have at least Three (3) references in RI, MA, or NH where they have installed the Magnetic System within the past Two (2) Years. The reason for this request is so the Awarding Authority can see the Magnetic System in use and see how the system holds up over time. Please list References (Fire Departments) Contact Names, Contact information and Date installed
- Price hold for 180 days after bid opening
- All product to be delivered and installed to appropriate stations