

INSTRUCTION TO BIDDERS

TOWN OF JOHNSTON PURCHASING DEPARTMENT



REQUEST FOR PROPOSALS

TOWN OF JOHNSTON

The Town of Johnston is seeking proposals for **Softball and Baseball Field Fencing Improvements at Woodlake Park.**

Bid Due Date & Opening:	October 5th 2022
Time:	10:30 am
Mandatory Pre-Bid Conference	September 28st at 10:15 am Location: 103 Reservoir Ave, Johnston RI 02919
Place of Delivery:	Town Clerk's Office 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: **“Softball and Baseball Field Fencing Improvements at Woodlake Park”**

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 Unless otherwise specified, no bid may be withdrawn after the date and time of the bid opening.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. The Town of Johnston reserves the right to reject any or all responses or parts thereof, to waive any informality in them, or accept any bid deemed in the best interest of the Town.

- 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 if 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 Tyler Carney, Assistant Finance Director, at tcarney@johnston-ri.us.

All bidders are responsible for insuring that no addenda have been made to the original proposal package. All proposal packages and addenda shall be posted to the Town’s website and are also available by contacting Tyler Carney, Assistant Finance Director, Town of Johnston at tcarney@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 craftsman, 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:

Scope of Work

1. Obtain necessary permitting.
2. Set up and erect safety equipment as required by OSHA.
3. Furnish & install the following:

Field 1:

- *Furnish and install two new dugout/field gates (@ 4' and 5' wide) at the existing height. Adjust support pole(s) as necessary.
- *Repair or replace the existing maintenance swing gate along/within the existing left field fencing for proper function.

Field 2:

- *Furnish and install a new, 6-foot-high outfield fence at an arcing distance of 200 feet from home plate. Said arc distance is approximately 366 linear feet. Posts and chain link fencing (all) are to be galvanized and the top of the new outfield span is to be covered with the yellow plastic safety tubing/covering, similar to what exists along the left and right field foul line fencing.
- *Furnish and install two new foul poles.
- *Furnish and install two new dugout/field gates (@ 36" and @42" wide) at the existing height.
- *Remove and dispose of the existing, sliding maintenance gate as well as all associated posts/concrete footings.
- *Furnish and install a new, 12' maintenance swing gate (double gate) along/within the existing right field fencing.

Field 3:

- *Remove and dispose of the existing, sliding maintenance gate (left field) as well as all associated posts/concrete footings.
- *Furnish and install a new, (@) 12' maintenance swing gate (double gate) along/within the existing

left field fencing where the previous slider gate existed.

*Repair or replace the 1st and 3rd base gates (and posts) as required.

*Straighten/repair the pole/fencing in the “On deck” cage adjacent to 1st base.

Field 4:

*Remove and dispose of the existing, sliding maintenance gate (right field) as well as all associated poles/concrete footings.

*Furnish and install a new, (@) 12’ maintenance swing gate (double gate) along/within the existing right field fencing where the previous slider gate existed.

*Repair/replace (as needed) the two dugout/field gates (each @ 42” wide).

Warm-Up Area (new):

*Furnish and install an 8-foot-high “back-stop” fence with a center section 18’ in length and two (2) side “wing” sections of fencing that are 16’ in length for a total of 50 linear feet. Side section angles are to be determined.

4. Repair backstop fence “curling” at all four playing fields.
5. All new fencing is to be 9ga galvanized chain link. All posts and framework are to be S40 galvanized.
6. Perform all work according to State of Rhode Island Building Code and all relevant codes.
7. Proper state license required.
8. All labor is prevailing wage as per State and Federal Guidelines.
9. Leave premises clean and orderly.
10. One-year full warranty of materials and labor. Furnish and honor all manufacturers’ warranties as listed.