

INSTRUCTION TO BIDDERS

TOWN OF JOHNSTON PURCHASING DEPARTMENT



REQUEST FOR PROPOSALS

TOWN OF JOHNSTON

The Town of Johnston is seeking proposals for **Stormwater System Jetting, Cleaning, and Camera Inspection at Johnston War Memorial Park**

<b>Bid Due Date &amp; Opening:</b>	<b>October 5<sup>th</sup> 2022</b>
<b>Time:</b>	<b>10:00 am</b>
<b>Mandatory Pre-Bid Conference</b>	<b>September 28<sup>st</sup> at 9:00 am</b> <b>Location: 1583 Hartford Ave, Johnston RI 02919</b>
<b>Place of Delivery:</b>	<b>Town Clerk's Office</b> <b>Johnston Town Hall</b> <b>1385 Hartford Avenue</b> <b>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: **“Stormwater System Jetting, Cleaning, and Camera Inspection at Johnston War Memorial 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 Unless otherwise specified, no bid may be withdrawn after the date and time of the bid opening.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](mailto: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](mailto: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:**

The Town of Johnston, Rhode Island is in the process of preparing for maintenance and repair work of the existing stormwater system at Johnston War Memorial Park and is therefore seeking proposals for the work below. Please note that the Department of Public Works – Highway Division has conducted a preliminary cleaning of this system.

### **SCOPE OF WORK:**

1. Set up and erect safety equipment as required by OSHA.
2. Furnish any and all materials, labor, and equipment to jet, clean, and perform a fully recorded camera inspection of the stormwater drainage system pipes, catch basins, and manholes at Johnston War Memorial Park. These pipes, catch basins, and manholes are specified and marked in blue in the attached PDF document. There is approximately 2,300 linear feet of piping (varying in size and material), 15 catch basins/manholes, and the longest stretch of pipe between catch basins/manholes is just under 330 feet.
3. Provide a secure, digital recording of the complete inspection on a new, adequately spaced USB drive that can be readily used by and maintained by the Town of Johnston.
4. Perform all work according to Federal, State of Rhode Island, and any other relevant codes.
5. Proper state licensure, permits, and insurance is required.
6. All labor is prevailing wage as per State and Federal Guidelines.
7. Remove and properly dispose of any material and debris as a result of this process from the site, leaving the premises clean and orderly for patronage.



**STUDY PLAN NOTES:**

1. THE SITE IS LOCATED ON THE TOWN/CITY OF XXXXXXXXXXXX ASSESSOR'S PLAT/MAP XX LOT XX.
2. THE SITE IS APPROXIMATELY XX ACRES AND IS ZONED XX.
3. THE OWNER OF AP XX LOT XX IS:
 

NAME	ADDRESS	CITY/TOWN, RI ZIP CODE
4. THIS SITE IS LOCATED IN FEMA FLOOD ZONES XX AND XX. REFERENCE FEMA FLOOD INSURANCE RATE MAP XXXXXXXX, MAP REVISED MONTH XX, XXX.
5. TOPOGRAPHY WAS OBTAINED FROM LIDAR MAPS. ELEVATIONS ARE APPROXIMATE AND REFERENCED TO THE NAVD83 DATUM. ANY DEVELOPMENT ON THE SITE, THE OWNER SHALL VERIFY ELEVATIONS USING FIELD SURVEY.
6. SOIL MAPPING OBTAINED FROM SOIL SURVEY OF RHODE ISLAND PREPARED BY U.S. DEPARTMENT OF AGRICULTURE SOIL CONSERVATION SERVICE.
7. THE SITE IS/ IS NOT WITHIN A:
  - GROUNDWATER PROTECTION AREA (GWA)
  - NATURAL HERITAGE AREAS (NHA)
  - GROUNDWATER PROTECTION OVERLAY DISTRICT (TOWN)
  - AQUEDUCK ISLAND SAMP (COPC)
  - GREENWICH BAY SAMP (COPC)
  - METRO BAY SAMP (COPC)
  - NEHO BAY SAMP (COPC)
  - PANATION RIVER SAMP (COPC)
  - SALT POND SAMP (COPC)

**DEVELOPMENT DATA:**

TOTAL SITE AREA:	XX.XX ACRES
TOTAL NUMBER OF BUILDINGS:	XX
TOTAL NUMBER OF UNITS:	XX
TOTAL ACRES:	XX ACRES
TOTAL OPEN SPACE:	XX ACRES
AVERAGE LOT AREA:	XX ACRES
RIGHT OF WAY WIDTH:	XX'
LENGTH OF ROAD:	XX'
PAVEMENT WIDTH:	XX'

**DIMENSIONAL REGULATIONS:**

CURRENT ZONING:	REQUIRED	PROVIDED
MINIMUM LOT AREA:	XX SF	XX SF
MINIMUM FRONTAGE AND LOT WIDTH:	XX SF	XX SF
MINIMUM FRONT AND CORNER SIDE YARD:	XX'	XX'
MINIMUM SIDE YARD:	XX'	XX'
MINIMUM STRUCTURE HEIGHT:	XX'	XX'
MINIMUM LOT COVERAGE:	XX%	XX%

**PARKING REGULATIONS:**

PARKING USE/DEVELOPMENT:	RETAIL, MULTI-FAMILY, RESIDENTIAL, ETC...
PARKING REQUIREMENTS:	XX SPACES PER XXXX SF (GPA)
ADDITIONAL PARKING REQUIRED:	XX SPACES
BUILDING SQUARE FOOTAGE (GFA):	XXXX SF
REQUIRED PARKING CALCULATION:	XXXX X (X OF SPACES REQUIRED)/XXX = # SPACES
ADA PARKING PROVIDED:	XX SPACES
TOTAL PARKING SPACES PROVIDED:	XX SPACES

**ABBREVIATIONS:**

EXISTING:	EX
ASSESSOR'S PLAT:	AP
NEW OR FORMERLY:	N/F

**CERTIFICATION NOTE:**

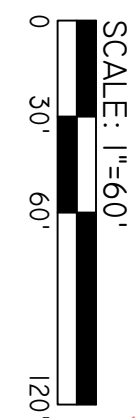
THE EXISTING DATA COMPILED ON THIS CONCEPT/STUDY PLAN IS FROM EXISTING MAPS AND RECORDED DATA. THE FORTHCOMING CONSTRUCTION AND ACCURACY OF SOME MAPS USED TO COMPLETE THIS PLAN, THERE MAY BE DISCREPANCIES BETWEEN THE DATA PROVIDED AND THE ACTUAL DATA. THE ENGINEER HAS MADE EVERY EFFORT TO THIS, INCLUDING THE ACCURACY OF SAID MAPS AND DATA, AND KNOWN SITE FEATURES SUCH AS STONE WALLS, ROWWAYS, AND BUILDINGS. THESE DISCREPANCIES ARE COMMON WHEN COMPARING MAPS AND DATA FROM DIFFERENT SOURCES. THIS PLAN IS TO BE UTILIZED FOR DISCUSSION PURPOSES ONLY. THIS PLAN IS NOT TO BE CONSIDERED AS AN ACCURATE BOUNDARY SURVEY AND MAY BE SUBJECT TO SUCH CHANGES AS AN ACCURATE BOUNDARY SURVEY MAY DISCLOSE.

**DESIGN NOTES:**

1. XXXXX

**CONCEPT PLAN XX**  
 ASSESSOR'S MAP XX PLAT XX, LOT XX  
 CITY OR TOWN / STATE

Two Stafford Court Cranston, RI 02920  
 Tel: 401-949-0000 fax: 401-464-6066 www.diprete-eng.com



DRAWN BY: XXX  
 DATE: XX/XX/XXXX  
 6/27/2022