



REQUEST FOR BIDS
TOWN OF JOHNSTON

The Town of Johnston is seeking bids for: **Property Securement and Emergency Services**

Any questions may be directed via email only to Peter DelPonte at pdelponte@johnston-ri.us.

Bid Due Date:
Time
Place of Delivery

January 3, 2014
10:00 A.M.
Town Clerk
Johnston Town Hall
1385 Hartford Avenue
Johnston, RI 02919

Bids must be received by the Town Clerk prior to the due date and time. Bids received after that time shall be returned unopened. Package must be sealed and clearly marked outside of the address box: "**Bid: Property Securement and Emergency Services**." 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.

INSTRUCTION TO BIDDERS

TOWN OF JOHNSTON PURCHASING DEPARTMENT

RECEIPT AND OPENING OF BIDS

Sealed bids will be accepted in the Town Clerk's Office, Johnston Town Hall, 1385 Hartford Avenue, Johnston Rhode Island 02919, until the time indicated on the advertisement for bids and will then be opened and read in 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

- T. Envelopes containing bids must be sealed and addressed to the Town Clerk's Office, Johnston Town Hall, 1385 Hartford Avenue, Johnston, RI 02919 and 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, (fax or e-mail) bids, amendments, or withdrawals will not be accepted.
- III. Unless otherwise specified, no bid may be withdrawn for a period of sixty (60) days from the date and time of bid opening.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 the 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, opened. 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 designate 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 by 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 our 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; Experience with the products involved;
 8. Bidder's ability to meet delivery and stocking requirements;
 9. Delivery date or service date;
 10. Ordering method.
- XI. After the bid is awarded, all documents pertaining to the successful bid will be available for public inspection in the purchasing office.
 - XII. If all bids exceed the available funds, the finance Director may re-solicit new bids or enter into 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 as 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:

The employee or an officer or agent of the employee;
Any member of the employee's immediate family;
The employee's business partner; or
An organization that employs, or is about to employ, any of the above.

Specifications for Property Securement and Emergency Services

1. Contractor must carry 2,000,000 general liability Insurance, 1,000,000 workman's compensation Insurance, and Pollution Coverage
2. Contractor must have an asbestos abatement State of RI Contracting License and be able to identify hazardous acm suspect materials
3. Contractor must have an in house crew that has the capacity to respond to emergency service calls within 1 hr of notice 27/7/365 days a year.
4. Contractor must have a 24 hour contact telephone number that is answered by an operator and not an answering machine.
5. Contractor must have stock material on hand at all times to service multiple board up and emergency service calls
6. Contractor will be expected to have a licensed plumber and electrician available 24/7/365 to respond to calls in which an electrical hazard needs to be remedied, and Plumbing repair be affected and/or winterization of the property be completed.
7. Contractor shall bill at a time and material rate plus overhead and profit. Bids shall be given for an hourly rate for all materials involved to include the following:
 - a. _____ 1/2" sheathing
 - b. _____ Carriage bolts, nuts and washer sets
 - c. _____ Combination locks, hasp and eye bolt sets
 - d. _____ Furring strips and rope
 - e. _____ Tarplins per square foot
 - f. _____ small generator including power cord and fuel per day
 - g. _____ Emergency response vehicle, please list type and cost per occurrence/day
 - h. _____ Temporary Lighting
 - i. _____ Water extraction per sq foot and per hour _____
 - j. _____ Complete listing of all mitigation pricing during standard hours, as well as during after time hours
 - h. _____ Debris Removal
 - K. _____ Complete listing of all hazardous material removal during standard working hours and overtime hours
 - l. _____ Carpenter's standard labor rate during working hours per man and labor rate after hours
 - j. _____ Supervision Charge per hour if applicable
8. All doors, holes in the structure, windows will be secured using the least invasive method available to the contractor. Wood coverings shall be installed by being cut to fit the openings, utilizing full sheets per opening, and secured to the structure using interior hold down 2" x 4 " material with carriage bolts and washers tightened to prevent movement and future tampering of the covering. In instances where it is not feasible only to utilize this method of securement, will screwing into the structure be permitted.

9. Photographs of before, during the work and after the work shall be submitted with the invoice
10. Successful bidder shall agree that the Town of Johnston shall be invoiced for said work, but the invoice will not be paid until the cost are recovered by the Town from the financial interested party that is responsible. No interest, late fees or penalties are allowed for said invoices, but only the agreed invoiced amount will be paid upon the Town making a recovery. Payment to the contractor shall be made within 45 calendar days after the town recovers money due from the financial interested party.
11. The Town of Johnston shall and will remain a named certificate holder of the successful bidder during the duration of the contract. In the event the successful bidder does not keep the above reference insurance policies in place during the contract term, The Town of Johnston at its sole discretion shall have the right to terminate this agreement.
12. All enclosures installed by the successful contractor shall be painted on the exterior of the structure, to match the color of the exterior of the structure.
13. The Town of Johnston, will reserve the right to cancel any contract with the successful bidder should any of the above criteria not be met during the contract term in a professional and workman like manner and The Town has the right to choose the successful bidder based on a rating system of which the successful bidders meet the majority of all of the criteria above.