



CITY OF WARWICK
PURCHASING DIVISION
3275 POST ROAD
WARWICK, RHODE ISLAND 02886
TEL. (401) 738-2000, ext. 6240
FAX (401) 737-2364

SCOTT AVEDISIAN
MAYOR
JAMES F. MARCELLO
PURCHASING AGENT

The following notice is to appear on the City of Warwick's website Wednesday, June 17, 2009. The website address is <http://www.warwickri.gov/purchasing/bids.htm>.

**CITY OF WARWICK
BIDS REQUESTED FOR**

Bid #2010-47 Maintenance & Repair Contract for Two Zamboni Ice Resurfacers (Re-bid)

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Wednesday, June 17, 2009.

Sealed bids will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until **2:00 P.M.**, Monday, June 29, 2008. The bids will be opened publicly commencing at **2:00 P.M.** on the same day in the Lower Level Conference Room, Warwick City Hall.

Awards shall be made on the basis of the lowest evaluated or responsive bid price. Please note that no bids can be accepted via email or fax.

Individuals requesting interpreter services for the hearing impaired must notify the Purchasing Division at 401-738-2000, Ext. 6241 or TDD at 401-739-9150 at least 48 hours in advance of the bid opening date.

Original Signature on File

James F. Marcello
Purchasing Agent

**CITY OF WARWICK
NOTICE TO BIDDERS**

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The opening of bids shall be in the order established by the posted agenda and the agenda shall continue uninterrupted until completion.

Once an item has been reached and any bids on that item has been opened, no other bids on that item will be accepted and any such bid shall be deemed late.

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap for any position for which the employee or applicant is qualified and that in the event of noncompliance the City may declare the contractor in breach and take any necessary legal recourse including termination or cancellation of the contract.

A bidder filing a bid thereby certifies that no officer, agent, or employee of the City has a pecuniary interest in the bid or has participated in contract negotiations on the part of the City, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same call for bids, and that the bidder is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or firm.

All bids should be submitted with one (1) original and one (1) copy in a sealed package and should include: *YOUR* company name plainly marked on the exterior of the package and "Bid #2010-47 Maintenance & Repair Contract for Two Zamboni Ice Resurfacers (Re-bid)".

Bids received prior to the time of the opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a bid not properly addressed and identified.

Should you have any questions, contact James Dorney, Parks & Recreation, 975 Sandy Lane, Warwick, RI at 401-738-2000, extension 6810.

All bids should be written in ink or typed. If there is a correction with whiteout, the bidder must initial the change.

Any deviation from the specifications must be noted in writing and attached as part of the bid proposal. The Bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

The successful bidder must provide the City of Warwick with an original certificate of insurance (faxes are not acceptable) naming the City of Warwick as the additional insured and so stated on the certificate with the bid name and bid number. It is the vendor's responsibility to provide the City of Warwick with an updated Certificate of Insurance upon expiration of the original certificate.

The certificate of insurance shall include the City of Warwick as the additional insured for the following coverage: general liability, product liability and automotive liability.

The successful bidder will provide said insurance within ten (10) calendar days after notification of award or the City reserves the right to rescind said award.

Failure to provide adequate insurance coverage within the specified duration of time as set forth is a material breach of contract and grounds for termination of the contract.

The IRS Form W-9 attached must be completed and submitted with the bid if the bidder falls under IRS requirements to file this form.

The contractor must carry sufficient liability insurance and agree to indemnify the city against all claims of any nature, which might arise as a result of his operations or conduct of work.

The City is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph I, as amended.

The Purchasing Agent reserves the right to reject any and all bids, to waive any minor deviations or informalities in the bids received, and to accept the bid deemed most favorable to the interest of the City.

Prices to be held firm two years from date of award. Term contracts may be extended for one additional term upon mutual agreement unless otherwise stated.

The City reserves the right to terminate the contract or any part of the contract in the best interests of the City, upon 30-day notice to the contractor. The City shall incur no liability for materials or services not yet ordered if it terminates in the best interests of the City. If the City terminates in the interests of the City after an order for materials or services have been placed, the contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

No extra charges for delivery, handling or other services will be honored. All claims for damage in transit shall be the responsibility of the successful bidder. Deliveries must be made during normal working hours unless otherwise agreed upon.

All costs directly or indirectly related to the preparation of a response to this solicitation, or any presentation or communication to supplement and/or clarify any response to this solicitation which may be required or requested by the City of Warwick shall be the sole responsibility of and shall be borne by the respondent.

Warranty periods shall not commence until the City of Warwick inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by the City of Warwick. The City of Warwick reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods and/or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

If the respondent is awarded a contract in accordance with this solicitation and the respondents bid or response and if the respondent fails or refuses to satisfy fully all of the respondents obligations thereunder, the City of Warwick shall be entitled to recover from the respondent any losses, damages or costs incurred by the City as a result of such failure or refusal.

The City reserves the right to award in part or full and to increase or decrease quantities in the best interest of the City.

Any quantity reference in the bid specifications are estimates only, and do not represent a commitment on the part of the City of Warwick to any level of billing activity. It is understood and agreed that the agreement shall cover the actual quantities ordered during the contract period.

The City reserves the right to rescind award for non-compliance to bid specifications.

The successful bidder must adhere to all City, State and Federal Laws, where applicable.

CITY OF WARWICK

**MAINTENANCE & REPAIR CONTRACT FOR TWO ZAMBONI ICE RESURFACERS
AT THAYER MEMORIAL ARENA & WARBURTON ARENA
975 SANDY LANE, WARWICK, RHODE ISLAND**

THE CITY OF WARWICK PARKS AND RECREATION DEPARTMENT, DESIRES TO SEEK BIDS FOR THE TOTAL MAINTENANCE AND REPAIR CONTRACT FOR TWO ZAMBONI ICE RESURFACERS AT THE THAYER MEMORIAL ICE ARENA, WARBURTON ICE ARENA.

BIDS- SPECIFICATIONS FOR TWO (2) ZAMBONI ICE RESURFACERS AT THAYER MEMORIAL ARENA, WARBURTON ARENA .

1. SCOPE:

THE SCOPE OF WORK REQUIRED IS TO FURNISH ALL LABOR AND PARTS NECESSARY TO SERVICE AND MAINTAIN TWO ZAMBONI ICE RESURFACERS AT THE THAYER MEMORIAL ICE ARENA, WARBURTON ARENA. THE PERIOD OF THIS SCOPE OF WORK SHALL BE FOR DURATION OF AWARDED CONTRACT COMMENCING FROM THE TIME OF BID AWARD AND THE SUBMISSION OF INSURANCE. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THESE SPECIFICATIONS.

2. REQUIRED SERVICES:

REPAIR SERVICE:

TO PROVIDE THE NECESSARY MAINTENANCE AND REPAIR SERVICE TO KEEP TWO ZAMBONI ICE RESURFACERS (MODELS LISTED BELOW) IN GOOD WORKING ORDER AT THE LABOR RATES AGREED TO IN THE CONTRACT FOR NORMAL WORKING HOURS, EVENING HOURS, AND WEEKEND HOURS. THE CONTRACTOR WILL BE REIMBURSED FOR PARTS AND LABOR BY THE CITY AFTER EACH REPAIR CALL. EACH SERVICE MUST BE INVOICED SEPARATELY. EACH BILL SHOULD INDICATE THE DATE OF SERVICE, AND BILLED WITH FIVE (10) BUSINESS DAYS. FAILURE TO ADHERE WILL RESULT IN NON-PAYMENT OF THAT PARTICULAR BILL. THE TRAVEL HOURS MUST BE LISTED. NO WORK IS TO BE PERFORMED WITHOUT OWNER AUTHORIZATION AND ISSUE OF A PURCHASE ORDER TO COVER THE NECESSARY SERVICE.

3. EQUIPMENT LISTING:

One (1) Zamboni 1997 Model 500 and one (1) Zamboni 2006 Model 540.

**PLEASE NOTE: THESE REQUIREMENTS MAY NOT BE SATISFIED VIA
SUB-CONTRACTING BY THE SUCCESSFUL BIDDERS**

THE SUCCESSFUL BIDDER (S) WILL SUPPLY ALL MANPOWER SUPPLIES AND EQUIPMENT NECESSARY TO COMPLETE ASSIGNMENT.

ALL WORK IS TO BE DONE IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL LAWS.

THE TOTAL AMOUNT OF PERSONNEL TO BE USED ON EACH ASSIGNMENT MUST BE APPROVED BY THE DEPUTY RECREATION DIRECTOR OR HIS DESIGNEE (S).

SUCCESSFUL BIDDERS WILL NOTIFY THE RECREATION DIRECTOR OR HIS DESIGNEE (S) IMMEDIATELY OF ALL OBSTACLES ENCOUNTERED THAT MAY BE PREVENTING SAID BIDDERS FROM COMPLETING ASSIGNED PROJECTS.

CITY OF WARWICK RESERVES THE RIGHT TO REQUEST FROM THE SUCCESSFUL BIDDER, COPIES OF VENDORS INVOICES FOR PARTS BEING BILLED TO THE CITY.

CITY OF WARWICK RESERVES THE RIGHT TO CANCEL THE AWARD IMMEDIATELY FOR FAILURE TO COMPLY WITH THESE SPECIFICATIONS.

ANY EQUIPMENT OR PROPERTY DAMAGED BY THE SUCCESSFUL BIDDER AS A RESULT OF FAULTY WORKMANSHIP WILL BE REPAIRED OR REPLACED AT NO COST TO THE CITY.

ALL PARTS; LABOR AND MATERIAL SHALL HAVE FORTY-FIVE (45) DAYS GUARANTEE, UNLESS MANUFACTURER, SUPPLIERS GUARANTEE IS GREATER.

PERCENTAGE OF MARK UP (OVER VENDOR'S COST) ON ALL PARTS AND EQUIPMENT PURCHASED AND INSTALLED BY THE CONTRACTOR WILL BE AT THE PERCENTAGE MARK UP GIVEN ON THE BID FORM.

BID PRICES WILL REMAIN FIRM TWO YEARS FROM DATE OF AWARD.

BIDDERS MUST HAVE MINIMUM QUALIFICATIONS AS FOLLOWS:

- A. Authorized ®Zamboni Sales and Repair Technician.

CITY OF WARWICK

BID AND CONTRACT FORM

**TITLE OF SPECIFICATION: Bid #2010-47 Maintenance & Repair Contract
for Two Zamboni Ice Resurfacers (Re-bid)**

I. BID:

WHEREAS, the CITY OF WARWICK has duly asked for bids for performance of services and/or supply of goods in accordance with the above-indicated specifications.

The person or entity below does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the bid price below;

This offer shall remain open and irrevocable until the CITY OF WARWICK has accepted this bid or another bid on the specifications or abandoned the project.

The bidder agrees that acceptance below by the CITY OF WARWICK shall transform the bid into a contract. This bid and contract shall be secured by Bonds, if required by the specifications.

	<u>YEAR 1</u>	<u>YEAR 2</u>
A. <u>REPAIR SERVICE:</u>		
HOURLY LABOR		
NORMAL WORKING HOURS:	\$ _____	\$ _____
OVERTIME HOURS:	\$ _____	\$ _____
WEEKEND & HOLIDAY HOURS	\$ _____	\$ _____
B. <u>PARTS:</u>		
COST, PLUS	_____ %	_____ %

THIS PAGE MUST BE SUBMITTED WITH YOUR BID

Acknowledgement of Addendum (if applicable)

Addendum Number

Signature of Bidder

COMPANY NAME: _____

COMPANY ADDRESS: _____

BIDDER'S SIGNATURE: _____

BIDDER'S NAME (PRINT): _____

TITLE: _____ TEL. NO.: _____

EMAIL ADDRESS: _____*

CONTRACT COMPLETION DATE:
(In terms of calendar days after award of bid): ____

*Please include your email address. Future bids will be emailed, unless otherwise noted.

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II. AWARD AND CONTRACT:

The CITY OF WARWICK, acting as duly authorized through its Purchasing Agent/Finance Director/Mayor (delete if inapplicable), accepts the above bid and hereby enters into a contract with the above party to pay the bid price upon completion of the project or receipt of the goods unless another payment schedule is contained in the specifications. All terms of the specifications, both substantive and procedural, are made terms of this contract.

DATE: _____

BID #2010-47

PURCHASING AGENT

CITY OF WARWICK
BIDDING PROCEDURES

BID TITLE: Bid #2010-47 Maintenance & Repair Contract
for Two Zamboni Ice Resurfacers (Re-bid)

Kindly acknowledge receipt of bid specifications by completing this form and returning it to the Warwick Purchasing Division, 3275 Post Rd., Warwick, RI 02886.

1. Did the specifications appear to be:
Too restrictive? Yes ___ No ___
Too loosely structured? Yes ___ No ___
Explain: _____
2. Was sufficient time allowed to respond to these specifications? Yes ___ No ___
3. Did any of the following prevent you from bidding?
Bid surety? Yes ___ No ___
Performance and Payment Bond? Yes ___ No ___
Department of Labor Requirements? (such as prevailing wages & benefits) Yes ___ No ___
Insurance requirements? Yes ___ No ___
4. Was your preference not to bid because of the payment schedule of the City of Warwick? Yes ___ No ___
5. Did your work schedule prevent you from bidding? Yes ___ No ___
6. *Do you wish to remain on a bidder's list?* Yes ___ No ___

COMMENTS OR ADDITIONAL EXPLANATIONS TO THE ABOVE QUESTIONS:

Your response to this survey will allow the Warwick Purchasing Division to evaluate bidding procedures and make necessary revisions to assist the majority of bidders.

Thank you for your participation.

COMPANY NAME: _____ BIDDER'S NAME: _____

ADDRESS: _____

ADDRESS: _____

EMAIL ADDRESS: _____

TELE. #: _____ DATE: _____