

PATRICIA A. PESHKA
PURCHASING AGENT



SCOTT AVEDISIAN
MAYOR

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

The following notice is to appear on the City of Warwick's website Friday, July 17, 2015.
The website address is <http://www.warwickri.gov/bids>.

**CITY OF WARWICK
BIDS REQUESTED FOR**

Bid #2016-90 Sale of City-Owned Surplus & Obsolete Vehicles

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Friday, July 17, 2015.

Sealed bids will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 10:00 A.M., Wednesday, July 28, 2015. The bids will be opened publicly commencing at 10:00 A.M on the same day in the Lower Level Conference Room, Warwick City Hall.

Awards shall be made on the basis of the highest 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, extension 6241 at least 48 hours in advance of the bid opening date.

Original Signature on File

Patricia A. Peshka
Purchasing Agent

PLEASE SUBMIT THIS PAGE 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: _____*

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

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 #2016-90

PURCHASING AGENT

CERTIFICATION & WARRANT FORM*

**This form must be completed and submitted with sealed bid.
Failure to do so will result in automatic rejection.**

Any and all bids shall contain a certification and warrant that they comply with all relevant and pertinent statues, laws, ordinances and regulations, in particular, but not limited to Chapter 16- Conflicts of Interest, of the Code of Ordinances of the City of Warwick. Any proven violation of this warranty and representation by a bidder at the time of the bid or during the course of the contract, included, but not limited to negligent acts, either directly or indirectly through agents and/or sub-contractors, shall render the bidder's contract terminated and the bidder shall be required to reimburse the City for any and all costs incurred by the City, including reasonable attorney fees, to prosecute and/or enforce this provision.

Signature

Date

Company Name

Address

Address

***This form cannot be altered**

CITY OF WARWICK

NOTICE TO BIDDERS

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If you received this document from our homepage or from a source other than the City of Warwick Purchasing Division, please check with our office prior to submitting your bid to ensure that you have a complete package. The Purchasing Division cannot be responsible to provide addenda if we do not have you on record as a plan holder.

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

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 two (2) copies and be enclosed in a sealed envelope which should read: *YOUR COMPANY NAME* and plainly marked on the exterior of the envelope "Bid #2016-90 Sale of City-Owned Surplus & Obsolete Vehicles." 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 regarding Section A: Police Department, please contact John Benoit, Warwick Police Department, 99 Veterans Memorial Dr., Warwick, RI at 401-468-4362.

Should you have any questions regarding Sections B & C: School Department, please contact Peter Curtis, Warwick School Department, 150 Draper Ave., Warwick, RI at 401-734-3400, extension 206.

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. The bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

Per Section 56-5(f), Post-Bid Award Requirement. When a bid is awarded to a corporation, limited liability company or other legal entity, prior to commencing work under the awarded bid, that corporation, company or legal entity shall provide to the Purchasing Agent a Certificate of Good Standing dated no more than thirty (30) days prior to the date upon which the bid award was made.

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

Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it is opened.

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 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 successful bidder must comply with all Rhode Island Laws, applicable to public works projects, including, but not limited to provisions of Chapter 13 of Title 37 of the Rhode Island General Laws, pertaining to prevailing wage rates, and all other applicable local, state and federal laws.

The contractor shall keep himself informed of and comply with all laws, ordinances and regulations of the federal, state and municipal governments which may apply and be in force during the life of the contract, in any manner which may affect himself/employees or the conduct of the work or the materials used or employed in the work. Before submitting bids, prospective bidders shall examine the terms, covenants and conditions of all codes, permits and laws, which may apply. By submitting a bid, the bidder agrees to comply with all pertinent laws/regulations if awarded a contract.

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.

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.

The City makes no warranties or guarantees, expressed or implied, as to the actual condition or quality of the items offered or fitness for a particular purpose or for use in general. The responsibility as to the condition of the property rests with the bidder. Under no circumstances will a refund or adjustment be made on account of property failing to meet bidder's expectations. Sale is "as is, where is" without warranty to the highest bidder. Except as stated herein, the City will furnish no service of any kind, and the bidder shall assume any cost of removing property from the site. Upon notice of award, Bidder agrees to provide payment for and removal of all property awarded as required herein. The successful bidder(s) shall bear sole responsibility for furnishing all labor, materials, equipment, etc. required to load and remove all items awarded

Within five (5) calendar days after notification of award, payment shall be made in the form of a certified check, bank check or money order payable to the City of Warwick. After notice of award, payment must be received prior to removal of vehicle(s) in the Purchasing Division, Lower Level, 3275 Post Road, Warwick, RI 02886 between 8:30 AM and 4:30 PM Monday through Friday. Upon receipt of final acceptable payment, Bill of Sale(s) and transfer of title(s) shall be made as is applicable and shall be given to the awarded vendor(s). **NO VEHICLES AND/OR EQUIPMENT MAY BE REMOVED FROM CITY PROPERTY WITHOUT PROPER PAYMENT & APPROVAL FROM THE PURCHASING DIVISION. WHEN PAYMENT IS RECEIVED THE VENDOR WILL RECEIVE AN AWARD LETTER AND BILL OF SALE THAT MUST BE PRESENTED TO THE DEPARTMENT(S) BEFORE ANY VEHICLES AND/OR EQUIPMENT CAN BE REMOVED.**

The City reserves the right to reject any and all bids. The purchaser shall assume all liability for the property after award is made. The City will exercise its usual care for protection up to the time of removal, but will not be responsible for any loss or damage. **"THE CITY DOES NOT PROVIDE SECURITY FOR BID ITEMS ONCE THE BIDDER HAS BEEN NOTIFIED. IT IS RECOMMENDED THAT PAYMENT AND PICKUP BE MADE WITHIN FIVE (5) CALENDAR DAYS AFTER NOTIFICATION."**

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.

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.

**SEE ATTACHED
DOCUMENTS
FOR SURPLUS
DESCRIPTIONS &
PRICING PAGES**

CITY OF WARWICK
BID AND CONTRACT FORM

TITLE OF SPECIFICATION: Bid #2016-90 Sale of City-Owned Surplus &
Obsolete Vehicles

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.

Pricing as Submitted