

Francis M. Gomez
Purchasing Agent



Frank J. Picozzi
Mayor

City of Warwick
Purchasing Division
(Mailing Address)
3275 Post Road
Warwick, Rhode Island 02886
Tel (401) 738-2013
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The following notice is to appear on the City of Warwick's website Tuesday, April 11, 2023.
The website address is <http://www.warwickri.gov/bids>.

**CITY OF WARWICK
BIDS REQUESTED FOR**

**Bid2023-431 Original Equipment Manufacturer Parts for Mercury Marine Motors
RE-BID**

Specifications

Specifications are available in the Purchasing Division, located at 65 Centerville Road, Monday through Friday, 8:30 AM until 4:30 PM on or after Tuesday, April 11, 2023.

Submissions

Sealed bids will be received by the Purchasing Division no later than 11:00 AM, Tuesday, April 25, 2023. The bids will be opened publicly commencing at 11:00 AM on the same day at 65 Centerville Road, Meeting Room 2.

Delivery

All bids must be sealed. If delivering in person or sent by delivery service (FedEx/UPS/DHL etc.) use physical address 65 Centerville Road, Warwick, RI 02886, Suite D. If sent via United States Postage Service use mailing address 3275 Post Road Warwick, Rhode Island 02886.

Awards

Awards will 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 401-738-2013 at least 48 hours in advance of the bid opening date.

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PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

Acknowledgement of Addendum (if applicable)

Addendum Number	Signature of Bidder
_____	_____
_____	_____

COMPANY NAME: _____

COMPANY ADDRESS: _____

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.

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II. AWARD AND CONTRACT:

The CITY OF WARWICK, acting as duly authorized through its Purchasing Agent/Finance Director/Mayor, 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: _____

Bid2023-431

Purchasing Agent

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

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 in any way**

**CITY OF WARWICK
NOTICE TO BIDDERS**

Bid2023-431 Original Equipment Manufacturer Parts for Mercury Marine Motors

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.

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. No bids will be accepted via facsimile or email.

The opening of bids will be in the order established by the posted agenda and the agenda will 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 will be deemed late.

The City of Warwick, in addition to soliciting bids in response to this bid, may consult, consider, and make an award for any and all open bid offers for a comparable unit as sought herein at the following websites:

RI State MPA: <https://www.ridop.ri.gov/contract-portal/>

NASPO: <https://www.naspo.org/>

NJPA (National Joint Powers Alliance): [https://www.njpacoop.org/cooperative purchasing](https://www.njpacoop.org/cooperative-purchasing)

MHEC (Massachusetts Higher Education Consortium): <https://www.mhec.net>

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 will 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 non-compliance 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 in a sealed envelope, which should read: *YOUR COMPANY NAME* plainly marked on the exterior of the envelope as well as “Bid2023-431 Original Equipment Manufacturer Parts for Mercury Marine Motors”

All proposals submitted become the property of the City and will not be returned. If the company intends to submit **confidential or proprietary information** as part of the proposal, **any limits on the use or distribution of that material should be clearly delineated in writing. This information should be submitted in a sealed envelope, clearly labeled confidential** and where it should be submitted in the response. Please be advised of the Freedom of Information Act as it may pertain to your submittal.

Should you have any questions, please contact Captain Robert Hart, Warwick Police Department, at 401-468-4344 or Robert.hart@warwickri.gov.

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

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

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

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

The successful bidder must provide the City of Warwick with an original **Certificate of Insurance** for General and Automobile Liability in a minimum amount of \$1 million, 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.

For a bid to be 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 may be required to 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 approval was made.

The successful bidder will provide said **Certificate of Insurance** and **Certificate of Good Standing** within ten (10) calendar days after notification or the City reserves the right to rescind said award.

Prices to be held firm one (1) year from date of award. Term contracts may be extended for one (1) additional term upon mutual agreement unless otherwise stated.

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.

The successful bidder must comply with all Rhode Island Laws applicable the 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 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 will 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 will 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 will 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 will be the sole responsibility of and will 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 will 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 will 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.

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

**CITY OF WARWICK
POLICE DEPARTMENT
AUTOMOTIVE DIVISION
SPECIFICATIONS FOR ORIGINAL EQUIPMENT
MANUFACTURER'S PARTS BID**

Mercury Marine 200hp Verado 4Cyl Motors to include steering and shifting

Serial Numbers for the motors:

1B781505

1B781425

1B939571

1B921097

COMPLIANCE

GENERAL

Yes No

This bid shall be the basis for establishing a blanket purchase order contract to cover stock requirements for the Original Equipment Manufacturer (O.E.M.) parts for Mercury during the period and renewal options specified. The Successful bidder shall furnish all Mercury Marine parts for Mercury Marine 200hp Verado 4cyl motors as required by the City of Warwick. Only O.E.M. parts/items will be furnished. Any substitution of material will require prior approval by the City of Warwick.

COMPLIANCE

SCOPE & SPECIFICATIONS

Yes No

Be responsible for filling orders from their stock, from other local dealers, or from the factory depots when otherwise unavailable.

Locally available parts should be delivered to the Police Department within one (1) hour.

1. Parts and accessories may be returned for full credit within thirty (30) business days of delivery with the understanding that the condition of the parts will be the same as when they were delivered.
2. Returns for obsolescence will be earned at the rate of five per cent (5%) of sales (by receiving location) and may be returned at the user agency's option. Return parts will include the date of purchase and the dollar value of the return. Prices shall be based on freight allowed, F.O.B. receiving station.

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COMPLIANCE

BACKORDERS

Yes No

Backorders shall be listed on a separate invoice and clearly marked as a backorder. The estimated time of receipt by the agency shall be noted on the invoice.

COMPLIANCE

QUANTITY

Yes No

The stated quantities are expressly agreed to be and “estimated annual usage” only, and nothing herein shall bind the City of Warwick to purchase any specified amount of parts. It is also further understood that the City of Warwick shall not be obligated to purchase or pay for any parts unless and until ordered and received by the City of Warwick.

COMPLIANCE

RETURN POLICY

Yes No

Certificate of dealership, the dollar value of the O.E.M. parts inventory at your site (s), delivery record, and any other data, which documents the character and solvency of your firm.

Alternate bids are accepted. The City reserves the right to consider and make award if such alternative offers are in the best interest of the City.

COMPLIANCE

PRICE ESCALATION/DE-ESCALATION

Yes No

Prices are subject to change based on the submission of the bidder list of parts submitted by the net price after discount off the list price. These must be submitted to Captain Robert T. Hart at 401-468-4344, of any price changes. ***PRICES MUST BE DELIVERED NET PRICES AND ARE NOT SUBJECT TO SHIPPING/FREIGHT CHARGES OR SURCHARGES, in addition to the percentage noted above, except on a case by case agreement between the ordering agency and the vendor, when special delivery requirements necessitate such an agreement.***

COMPLIANCE

CANCELLATION

Yes No

The City may cancel the contract with the vendor at any time by giving thirty (30) days written notice. The contract may be cancelled without notice for vendor non-performance. Cancellation shall not release the vendor from legal remedies available to the City.

The Contractor may not cancel the award during the initial contract term. But may, upon sixty (60) days written notice to the City, cancel the contract during subsequent terms.

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

COMPLIANCE

AWARD

Yes **No**

The award will be made to the lowest responsible bidder who offers the highest discount from the Distributor Net Pricing for a particular brand of parts. Awards shall be given only to dealers supplying genuine mercury marine parts. The City reserves the right to award by item, groups of items, or total bid; to reject any and all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the best interest of the City

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

(PRICING SHEET MAY NOT BE CONFIDENTIAL)

CITY OF WARWICK

BID AND CONTRACT FORM

TITLE OF SPECIFICATION: Bid2023-431 Original Equipment Manufacturer Parts for Mercury Marine Motors

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 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 will 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 by the CITY OF WARWICK will transform the bid into a contract. This bid and contract will be secured by Bonds, if required by the specifications.

Item	Description	Bid
1	Mercury Dealer/Service Center Diagnostic hourly rate	\$
2	Mercury Dealer/Service Center hourly labor rate	\$
3	Mercury parts - Dealer Retail Price (Minus %)	%

Continued next page

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

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Bid2023-410 Original Equipment Manufacturer Parts for Mercury Marine Motors

The below listed parts are the most frequently used Mercury OEM Parts utilized in the service of the WPD motors. This is just a sampling—and NOT meant to be an exhaustive list of parts the police department is seeking to purchase.

<u>ITEM</u>	<u>PART #</u>	<u>DESCRIPTION</u>	<u>LIST PRICE</u>	<u>DISCOUNT</u>	<u>WPD COST</u>
1	892940T02	Alternator			
2	8M0101707	Belt Tensioner			
3	8M6003035	Pulley			
4	8M0131232	IAFM			
5	880514A02	Crankshaft Assembly			
6	880504A13	Cylinder Block			
7	880534A08	Complete Head Assembly			
8	898397A04	Camshaft Intake			
9	892862T03	Camshaft Exhaust			
10	89790736T	PCM			
11	8M0130901	Fuel Supply Module			
12	896246A04	Intake Assembly			
13	8M0031551	Trim Motor Kit			
14	8M0168220	Tilt Cylinder Kit			
15	50-892339T01	Starter Motor			
16	8M0174561	Thermostat			
17	8M0104460	Supercharger			
18	8M0102865	Swivel Bracket			
19	8M0113498	Fuel Filter Kit			
20	N/A	Annual Lube/Oil/Filters Replacement (ALL gas and oil filters)			
21	N/A	Annual Zinc replacement			
22	8M0148159	Steering Pump			
23	32-897643A01	Dampner Hose			
24	Unk	Gear shift/Throttle Assembly			
25	339-880615T01	Ignition Coils			