

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

To: All Prospective Bidders

From: Patricia A. Peshka, Purchasing Agent

Date: November 9, 2016

Re: **Bid #2017-173 Purchase (1) 6-Wheel Dump Truck w/Plow and Dump Body**

Addendum #1

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Please be advised that this memorandum comprises **Addendum #1.**

PLEASE REPLACE THE ATTACHED PAGES (5, 6,) IN YOUR ORIGINAL BID PACKAGE.

Should you have any questions please contact Brian Steinkamp,
925 Sandy Lane, Warwick, RI at 401-738-2000, extension 6506.

**THE BID OPENING DATE WILL REMAIN THE SAME. November 14, 2016 at 11:00am
in the Lower Level Conference Room of City Hall.**

Thank you for your interest in this project.

Should you have any questions, please contact Brian Steinkamp, 925 Sandy Lane, Warwick, RI at 401-738-2000, extension 6506.

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 for general liability and auto liability in a minimum amount of \$1 million. Faxes are not acceptable. The certificate of insurance must name 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 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.

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.

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.

Prices to be held firm one year from date of award. Term contracts may be extended for one 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.

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 may be required to provide to the Purchasing Agent a Certificate of Good Standing from **The Rhode Island Secretary of State** dated no more than thirty (30) days prior to the date upon which the bid award was made. **Please note that no other State's Certificate of Good Standing will be accepted.**

Certificates may be mailed to City of Warwick, Purchasing Division, 3275 Post Rd., Warwick, RI 02886 or emailed to bids@warwickri.com. Please reference the bid number in your response.

The successful bidder will provide said State of Rhode Island's Certificate of Good Standing within ten (10) calendar days after notification of award or the City reserves the right to rescind said award.

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 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.

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.