

FRANCIS M. GOMEZ

PURCHASING AGENT



FRANK J. PICOZZI

MAYOR

CITY OF WARWICK

PURCHASING DIVISION
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TEL (401) 738-2013
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To: All Prospective Bidders

From: Francis M. Gomez, Purchasing Agent

Date: January 30, 2024

Re: **Bid2024-364 Purchase of Patrol Rifles**

Addendum #1

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Please be advised that the information provided comprises of Addendum #1.

Page 6: Removed liability and general insurance requirement for Bid2024-364 Purchase of Patrol Rifles.

See next page.

Thank you for your interest in this project.

~~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.~~

~~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 successful bidder must provide the City of Warwick with an original **Certificate of Insurance** for General 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.

If required, the successful bidder will provide **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 for two (2) years from date of award. Term contracts may be extended for one (1) additional term upon mutual agreement unless otherwise stated.

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 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 has 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.