

Patricia A. Peshka
Purchasing Agent



Joseph J. Solomon
Mayor

City of Warwick
Purchasing Division
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 Thursday, April 11, 2019. The website address is <http://www.warwickri.gov/bids>.

**CITY OF WARWICK
BIDS REQUESTED FOR**

Bid2019-285 Sale of Surplus & Obsolete Equipment

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Thursday, April 11, 2019.

Sealed bids will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 11:00 AM, Wednesday, May 1, 2019. The bids will be opened publicly commencing at 11:00 AM on the same day in the Lower Level Conference Room, Warwick City Hall.

Awards will 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 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: <http://www.purchasing.ri.gov/MPA/MPASearch.aspx>

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

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

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

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.
=====

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: _____

Bid2019-285

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**

Bid2019-285 Sale of Surplus & Obsolete Equipment

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 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 "Bid2019-285 Sale of Surplus & Obsolete Equipment."

Should you have any questions, please contact John Needham, DPW, at 401-921-9609 regarding items 1 through 27 and Tony Corrente, Warwick Police Department, at 401-468-4363 for items 28 and 29.

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.

It is the responsibility of the bidder to conduct their own visual inspection prior to submitting a bid. City of Warwick employees ***WILL NOT*** conduct inspections on behalf of prospective bidders, nor will the City employees provide photographs as to the condition of each vehicle. Out-of-State bidders are encouraged to retain a local agent.

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 certified check, bank check or money order made payable to the ***City of Warwick***. Payment must be received prior to removal of vehicle(s), after notice of award, 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).

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."***

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.

CITY OF WARWICK
BID AND CONTRACT FORM

TITLE OF SPECIFICATION: Bid2019-285 Sale of Surplus & Obsolete Equipment

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.

PLEASE SEE THE ATTACHED PRICING SHEETS
FOR ITEM DESCRIPTIONS

PLEASE COMPLETE THIS PRICING SHEET SUBMIT WITH YOUR BID
 2019-285 Sale of Surplus & Obsolete Equipment.xls

COMPANY NAME: _____

ITEM #	YEAR	MAKE	MODEL	VIN #	TITLE	NOTE	BID
1	1997	FORD	F-350	3FEKF38F5VMA16515	Yes	SCRAP ONLY	\$
2	2009	FORD	CV	2FAHP71V59X115084	Yes	SCRAP ONLY	\$
3	2000	AMERICAN LAFRANCE	PUMPER	4Z36EZYB9YRG87614	Yes	SCRAP ONLY	\$
4	2000	AMERICAN LAFRANCE	PUMPER	4Z36EZYB0YRG87615	Yes	SCRAP ONLY	\$
5	1999	AMERICAN LAFRANCE	PUMPER	4Z3AAACG84RN03619	No	SCRAP ONLY	\$
6	2005	FORD	TAURUS	1FAFP53U75A100430	Yes	SCRAP ONLY	\$
7	2008	FORD	CV	2FAFP71V38X167836	Yes	SCRAP ONLY	\$
8	2002	FORD	EXPLORER	1FMZU73E92ZB34883	Yes	SCRAP ONLY	\$
9	1988	MAXIM	FIRE PUMPER	1P1F10582BA088007	Yes	SCRAP ONLY	\$
10	1999	FORD	F-350	1FDWF37F2XEB32447	Yes	SCRAP ONLY	\$
11	1981	FORD	F-700	1FDNK64N3BVA00603	Yes	SCRAP ONLY	\$
12	1997	FORD	F-700	1FDWF80C9VVA40097	Yes	SCRAP ONLY	\$
13	1990		L-8000	1FDYK82A7LVA23604	Yes	SCRAP ONLY	\$
14			RETIRED JET TRUCK BODY		Yes	SCRAP ONLY	\$
15		MCNEILUS	RETIRED REAR LOADER BODY		Yes	SCRAP ONLY	\$
16	1993	JCB	BACKHOE	USA21400CPE411292	Yes	SCRAP ONLY	\$
17	1993	JCB	BACKHOE	USA21400CPE410348	Yes	SCRAP ONLY	\$
18	1992	BOMBARDIER	WITH ATTACHMENTS	S/N 901920081	No	SCRAP ONLY	\$
continued next page							

PLEASE COMPLETE THIS PRICING SHEET SUBMIT WITH YOUR BID
 2019-285 Sale of Surplus & Obsolete Equipment.xls

COMPANY NAME: _____

ITEM #	YEAR	MAKE	MODEL	VIN #	TITLE	NOTE	BID
19	1978	WILDCAT	GROOMER	LS177A-388493	No	SCRAP ONLY	\$
20	2006	STERLING	CONDOR	49HHBVAN66RW43654	Yes	SCRAP ONLY	\$
21		2 PALLETS OLD STOCK AUTOMOTIVE PARTS (TO BE SOLD AS 1 UNIT)			No	SCRAP ONLY	\$
22	2001	GMC	ASTRO VAN	1GCDM19W21B126885	Yes	SCRAP ONLY	\$
23	1997	CHEVROLET	3500	1GDJC34F7VF053645	Yes	SCRAP ONLY	\$
24	1993	ELGIN	SWEEPER	S-7875-D	Yes	SCRAP ONLY	\$
25	1996	FORD	F-250	2FTHF26N1TCA42359	No	SCRAP ONLY	\$
26	1999	FORD	F-350	1FTS31F0XEC67082	No	SCRAP ONLY	\$
27	1978	BOMBARDIER	BM5	1780324	No	SCRAP ONLY	\$
28	2003	Nissan	Maxima	JN1DA31A63T432427	Yes	Poor	\$
29	2003	Nissan	Altima	1N4AL11D53C134482	Yes	Poor	\$