



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 Wednesday, September 2, 2015. The website address is <http://www.warwickri.gov/bids>.

### CITY OF WARWICK PROPOSALS REQUESTED FOR

#### RFP #2016-136 Reuse & Operation of Conimicut Lighthouse

Specifications are available in the Purchasing Division, Warwick City Hall, 3275 Post Rd., Warwick, RI Monday through Friday, 8:30 AM until 4:30 PM on or after Wednesday, September 2, 2015. Please note that our offices will be closed on Monday, September 7, 2015.

A **non-mandatory** pre-proposal conference will be held on Thursday, September 10, 2015 at 10:00 AM in the Lower Level Conference Room at Warwick City Hall, 3275 Post Rd., Warwick RI.

Sealed proposals will be received in the Purchasing Division, Warwick City Hall, Wednesday, September 23, 2015. The proposals will be opened publicly commencing at 10:00 AM on the same day in the Lower Level Conference Room, Warwick City Hall.

Awards shall be made on the basis of the lowest evaluated or responsive proposal price. Please note that no proposals 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 proposal opening date.

### **Original Signature on File**

Patricia A. Peshka  
Purchasing Agent

**THIS PAGE SHOULD BE SUBMITTED WITH YOUR PROPOSAL**

**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 proposals 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 (delete if inapplicable), accepts the above proposal and hereby enters into a contract with the above party to pay the proposal 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: \_\_\_\_\_

RFP #2016-136

\_\_\_\_\_

PURCHASING AGENT

**CERTIFICATION & WARRANT FORM\***

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

Any and all proposals 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 proposal 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**

**RFP #2016-136 Reuse &  
Operation of Conimicut Lighthouse**

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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.

The opening of proposals 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 proposal on that item has been opened, no other proposals on that item will be accepted and any such proposal shall be deemed late.

The successful bidder 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 proposal thereby certifies that no officer, agent, or employee of the City has a pecuniary interest in the proposal or has participated in contract negotiations on the part of the city, that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same call for proposals, and that the bidder is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or firm.

All proposals should be submitted with one (1) original and two (2) copies, including one electronic copy, in a sealed envelope and should include: “*YOUR COMPANY*” name plainly marked on the exterior of the package and “RFP #2016-136 Reuse & Operation of Conimicut Lighthouse.” Proposals 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 proposal not properly addressed and identified.

Should you have any questions, please contact Richard Crenca, Principal Planner, Warwick Planning, 3275 Post Rd. Annex, Warwick, RI at 401-738-2000, extension 6292.

All proposals 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 proposal will deviate from specifications.

The successful bidder must comply with all Rhode Island Labor Laws, Chapter 37-12-13, and all other applicable Local, State and Federal Laws.

The successful bidder must provide the City of Warwick with an original certificate of insurance (faxes are **not** acceptable), for General Liability in a minimum amount of \$2 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.

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 successful bidder will provide said Certificate of Insurance and Certificate of Good Standing 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 and Certificate of Good Standing 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 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 shall keep himself/herself 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 him/herself/employees or the conduct of the work or the materials used or employed in the work. Before submitting proposals, prospective bidders shall examine the terms, covenants and conditions of all codes, permits and laws which may apply. By submitting a proposal, the bidder agrees to comply with all pertinent laws/regulations if awarded a contract.

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

The Purchasing Agent reserves the right to reject any and all proposals, to waive any minor deviations or informalities in the proposals received, and to accept the proposal deemed most favorable to the interest of the City.

The successful bidder shall enter into a minimum ten (10) years lease with the City of Warwick for the renovation, repair, restoration, maintenance, operation and update of the lighthouse. Said lease shall have two (2), five (5) year renewable extensions as agreed upon by the City and the successful bidder. The City may terminate the lease with one (1) year's written notice to the successful bidder if the City desires to use the lighthouse for an alternative public use. In the event that the conditions as set forth in this lease are not fully complied with, the City shall give the successful bidder written notification of the violation(s) of any conditions. The successful bidder shall have thirty (30) days to correct any such violations. If violations are not corrected within thirty (30) days, the City may immediately terminate this agreement if desired.

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 successful bidder. 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 successful bidder 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.

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 Successful Bidder 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.

If the respondent is awarded a contract in accordance with this solicitation and the respondents proposal 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 proposal 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 proposal specifications.

**The Successful bidder must adhere to all City, State and Federal Laws, where applicable.**

**CITY OF WARWICK**  
**PROPOSAL AND CONTRACT FORM**

**TITLE OF SPECIFICATION**

**RFP #2016-136-Reuse & Operation of Conimicut Lighthouse**

**I. PROPOSAL:**

WHEREAS, the CITY OF WARWICK has duly asked for proposals 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 proposal price below;

This offer shall remain open and irrevocable until the CITY OF WARWICK has accepted this proposal or another proposal on the specifications or abandoned the project.

The bidder agrees that acceptance below by the CITY OF WARWICK shall transform the proposal into a contract. This proposal and contract shall be secured by Bonds, if required by the specifications.