



**City of Central Falls
Specifications
Request for Evaluated Proposals
To Procure**

**ITEM #5. New Ingersoll-Rand Model P185WJD
portable air compressor**

**Marie A. Twohey
Purchasing Agent
(401) 727-7400**

Charles D. Moreau, Mayor

**City of Central Falls
Invitation to Bid**

The City of Central Falls is requesting bids for the following:

1. RFP for Energy Service Company to Develop Municipal Energy Efficiency and Conservation Plan
2. RFP for Medical Benefits and Dental Benefits – (Carriers only)
3. New Automatic Diesel 32 yard Rubbish Truck
4. Used Automatic Diesel 32 yard Rubbish Truck
5. New Ingersoll-Rand Model P185WJD portable air compressor

Questions related to items 1, should be directed to Art Hanson, Planning Dept. at (727-7480) between the hours of (9:00am and 4:00pm.)

Specifications and Instructions to bidders available at the Office of the City Clerk/Purchasing Agent 580 Broad St. Central Falls, Monday - Friday between the hours of 9:00 a.m. -3:00 p.m or on our website at www.centrafallsri.us. It is the responsibility of the applicant to check the website for any updates to the bid.

The City of Central Falls reserves the right to accept or reject any and all bids/proposals in the best interest of the City. The City also reserves the right to waive any formalities.

All bids shall be sealed in envelopes with the project name & number clearly marked in the lower left hand corner of the envelope and must be received by 4:00 p.m. in the Office of the Purchasing Agent on Monday, March 22, 2010 .

NOTE: A 5% BID BOND IS REQUIRED to accompany bid. Successful bidder will be required to place a 100 % payment & performance bond at time of award. NO BIDS WILL BE ACCEPTED AFTER 4:00 P.M.

Bids will be publicly opened and read on **TUESDAY, MARCH 23, 2010 AT 4:45pm** in the City Hall Council Chambers 580 Broad St., Central Falls, R.I. 02863.

Interpreters for the Hearing Impaired available upon 72 hour request made at the Office of the City Clerk. The City of Central Falls is an equal opportunity employer ADA/EOE. TDD/TTY 401-727-7450. This notice posted in City Hall, Library, with all City Departments, www.centrafallsri.us website and with the Office of the Secretary of State pursuant to Rhode Island General Laws. To review Notice of Citizen's Rights visit the Attorney General's webpage at: www.riag.ri.gov.

**Marie A. Twohey
Purchasing Agent/City Clerk**

Providence Journal MARCH 1, AND MARCH 8, 2010

City of Central Falls

General Instructions

1. Receipt and Opening of Proposals

Sealed bids (proposals) will be accepted in the office of the Purchasing Agent, City Hall, Central Falls, Rhode Island, until the time indicated on the attached advertisement for bids, for the commodities, equipment or services listed in the specifications, and will be then publicly opened and read at the prescribed time in the City Hall Council Chambers.

2. Form of Bid

Proposals shall be submitted with one Original and 3 Copies, with supplemental information, drawings, warranties and other required documentation, literature and material to be provided, with the bid.

3. Submission of Bids

- a. Envelopes containing bids must be sealed and addressed to the Purchasing Agent, City Hall, 580 Broad Street, Central Falls, RI 02863 and must be marked with the name and address of the bidder, date and hour of opening, and name of bid item.
- b. The Purchasing Agent will indicate in the advertisement when the bids will be opened and no bid received thereafter will be considered.
- c. Any bidder may withdraw his bid by written request at any time prior to the advertised time for opening. Telephone bids, amendments, or withdrawals will not be accepted.
- d. Unless otherwise specified, no bid may be withdrawn for a period of thirty (30) days from time of bid opening.
- e. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
- f. Proposals received prior to the time 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.
- g. Any deviation from the specifications must be noted in writing and attached as a 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.
- h. **A 5% bid bond is required to accompany all bids in the form of certified check, cashier's check, treasurer's check, or bid bond in the amount of five (5%) percent of the total bid.** If the bidder is a partnership, the bond should be signed by each of the individuals who are partners. If the bidder is a corporations, the bond should be signed in its correct incorporated name by a duly authorized officer, agent, or attorney-

in -fact and there should be attached to it a certified copy of his power of attorney to sign such bonds.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the contract.

The surety, for value received, hereby stipulates and agrees that the obligations of said surety and its bond shall be in no way impaired or affected by any extension of the time within which the owner may accept such bid; and said surety does hereby waive notice of any such extension. Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

i. Specifications shall be made a part of any contract by and between the City of Central Falls and the bidder.

j. BOND SECURITY

If the estimated cost of the article or labor and materials is \$5,000.00 or more, the successful bidder must provide, within 7 days of notification of the successful bid, a performance bond of an approved surety company in a sum equal to the estimated contract price which bond shall be conditioned upon the full and faithful performance of the contract. It shall provide further, that in the event the bidder fails or neglects to execute the contract or deliver the bond, the contract shall be null and void and the bond shall be retained by the City as liquidated damages for the delay and expense caused by the abandonment of the contract.

4. Rhode Island Sales Tax

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 1, as amended.

5. Federal Excise Taxes

The City is exempt from the payment of any excise tax or federal transportation taxes. The price bid must be exclusive of taxes and will be so construed.

6. Qualifications of Bidders

The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish the City with all such information and date for the purpose as may be requested.

7. Addenda and Interpretations

No interpretation on the meaning of the plans, specifications or other contract document will be made to any bidder orally. Every request for such interpretations should be in writing addressed to the City of Central Falls, Office of the Purchasing Agent, 580 Broad Street, Central Falls, RI 02863 and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of the bids.

8. Delivery

All bids are to be FOB various locations within the City of Central Falls, delivery to be supplied with the Purchase Order. No extra charges for delivery, handling or other services will be honored. Only inside delivery and set-up, where required, will be accepted. **TAILGATE DELIVERIES WILL BE REFUSED.** The vendor must notify the City of Central Falls 24 hours prior to delivery. All claims for damage in transit shall be the responsibility of the successful bidder. The City will not make payment on damaged goods, they must be replaced or adjustments made at the option of the city. The City of Central Falls is only represented by the Purchasing Agent in these matters and that division, or its appointed representative or agent, shall be the only entity to negotiate any settlements. Deliveries must be made during normal working hours.

Bid price, where applicable, is to include the cost of uncrating and setting in place. bid price, where applicable, is to include installation.

9. Indemnification and Hold Harmless

The bidder shall protect defend and indemnify the City of Central Falls, including its officers, agents and employees, and hold them free and harmless from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees, resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is in any way connected with, the performance of the work under any contract made as part of this award. It shall apply to any acts or omissions of bidder's agents, employees, subcontractors or suppliers. The bidder also shall Hold the City of Central Falls harmless from any and all claims or liens for labor, services, or materials furnished to the bidder in connection with the performance of the bidder's obligation under any contract between the bidder and City. This section shall not be applicable to injury, death or damage to property arising from the sole negligence or sole willful misconduct of the City of Central Falls, its officers, agents or employees.

10. Property lost, damaged or destroyed.

Any property or work to be provided by bidder will remain at the bidder's risk until written acceptance by the City of Central Falls and the bidder will replace, at bidder's expense, all property or work lost, damaged or destroyed by any cause whatsoever.

11. Evidence of Insurance

A policy of auto, general liability and property damage insurance shall be attached hereto, covering any and all work performed under a contract between the City and bidder, naming the City as an additional insured shall be made part of any contract between the City and bidder in an amount of not less than \$1,000,000 for projects in excess of \$500,000.

A policy of professional liability or errors and omissions insurance covering any and all work performed under any contract between the City and bidder naming said bidder shall be attached hereto.

A copy of workers compensation insurance policy shall be attached, if required by Rhode Island law for this bid and covering all work to be performed under any contract between the City and bidder naming the bidder as insured shall be attached hereto.

The City, upon award of bid, will request verification from the insurance company to ensure that the agent has properly notified the company and that coverage has been bound.

DESCRIPTION OF ITEM

One New Ingersoll-Rand Model P185WJD portable air compressor with 2 air outlets, 185 CFM air output, 4 cylinder John Deere Diesel engine, as per specs.

NO BOND REQUIRED ON THIS BID