

CITY OF NEWPORT, RHODE ISLAND  
PURCHASING DIVISION  
NOTICE TO BIDDERS

**SEALED BIDS**  
**Bid#13-075**

Sealed bids are being requested to provide **Newport Fire Department- Ground and Aerial Ladder Testing**, in accordance with all terms and specifications contained herein, will be received in the Purchasing Office, City Hall, 43 Broadway, Newport, R. I., until:

**2:00 o'clock PM., Local Time**

**15 April, 2013**

THIS IS A PUBLIC OPENING

If additional information is needed, please contact the Technical POC listed in the package.

Bids/Proposals must be submitted in sealed envelopes addressed to the Purchasing Office, City Hall, 43 Broadway, Newport, R. I. 02840, and must be plainly marked in the lower left hand corner, "**Ground and Aerial Ladder Testing - #13-075**" Please provide one (1) electronic copy on CD with your submittal.

Note: Bid Tabulations will be posted on the City of Newport website generally within twenty-four (24) hours of the closing date. The bid tabulation area is located at [www.cityofnewport.com](http://www.cityofnewport.com) under purchasing. The tabs are listed by bid number.

It is the bidder's responsibility to see that the bid is delivered within the time and at the place prescribed. Bids received prior to the time of opening will be securely kept, unopened. Bids may be withdrawn on written request (on the letterhead of the bidder and signed by the person signing the bid) which must be received prior to the time fixed for opening. Bids may be modified in the same manner. No bid or modification thereof received after the time set for opening will be considered, even if it is determined by the City that such non-arrival before the time set for opening was due solely to the delay in the mails for which the bidder is not responsible.

Any bidder taking exception to, or questioning any of the provisions, procedures, conditions or specifications herein stated should make such exceptions known to the undersigned, in writing, not less than five (5) days before the bid opening.

Any change or interpretation made as a result thereof will be published in an addendum and mailed to all prospective bidders. Should a bidder still not be satisfied, he may, in the bid, set out and stipulate the exception, with enough explanation to be understood by the City and, within the stipulation, the INCREASE or DECREASE in the bid price because of the exception shall be stated. The City may, at its discretion, accept or reject any or all exceptions.

Federal Excise Taxes and/or Rhode Island Use Taxes are not to be included in the bid. The City will execute exemption certificates if furnished by the bidder when submitting his invoice.

The bidder will state the approximate delivery date in the bid, or the time required to make delivery after notification of award.

The right is reserved, as the interest of the City may require, to reject any or all bid proposals, to waive any technical defect or informality in bids received, and to accept or reject any bid or portion thereof.

The City of Newport reserves the right to reject any or all proposals or to accept any proposals deemed to be for the best interest of the City.

**The technical point of contact for this package is Paul J Faerber, (401) 845-5914, [pfaerber@cityofnewport.com](mailto:pfaerber@cityofnewport.com).** Please submit all questions by email.

Note: All bidders are responsible for insuring that no **addenda** have been added to the original bid package. All bid packages and addenda are located at [www.cityofnewport.com](http://www.cityofnewport.com) under (Active Bids) within the Purchasing webpage using the above bid/proposal number or you can contact the Purchasing Department.

**Prevailing Wage** - Any construction over \$ 1,000.00 is required by state law to pay state prevailing wage. A current copy of the most recent Prevailing Wage scale is obtained from the State of Rhode Island, Department of Labor and Training, Division of Professional Regulation or at the Davis-Bacon Wage Determination link. It is also by request for each construction bid document. All vendors supplying construction services must submit certified payrolls from any contractor and sub-contractor who work on the project. No payments are made until all payrolls are up to date, and correct. Click here for Prevailing Wage Tables.

Prevailing Wages also applies to ALL other (Non-Construction) Requirements. If the City's requirement is sealed bid, the DAVIS-BACON Wage Determination applies.

**Buy American Act** (1933- [Sections 10 \(a-d\) of Title 41](#)) and **Buy American Act Provision** (1982 - [Section 5323\(j\) of Title 49](#)) apply to this requirement, and therefore, documentation may be requested in support.

## **GENERAL CONDITIONS**

1. The City reserves the right to reject any and all proposals, to waive any informality, to request interviews of Service Providers prior to award and to select and negotiate the Service Provider services in the best interest of the City.
2. The Service Provider shall guarantee to perform the services offered and the total price of the proposal for a period of not less than 90 days from the deadline for submission of proposals.
3. The City reserves the right to accept all or part of any proposal, and to negotiate a contract for services and cost with the selected Service Provider.
4. The Service Provider shall provide all necessary personnel, materials and equipment to perform and complete all work under this proposal.
5. All original documents and drawings shall become the property of the City after completion of the Service Provider's work.
6. Awards will not be made to any person, firm or company in default of a contract with the City, the State of Rhode Island or the Federal Government.
7. The Service Provider hereby agrees that it will assign to the City of Newport all cause of action that it may acquire under the anti-trust laws of Rhode Island and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Newport.
8. Unless otherwise stated, invoices are to be submitted (to Accounting Office) in duplicate upon delivery of service to the City. The invoice must include an itemization of all services provided, including unit list price, net price, extensions and total amount(s) due.
9. Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service, in an acceptable fashion, to the City and receipt of invoice, whichever is later.
10. City is exempt from all sales and Federal excise taxes. Our exemption number is 05-6000260. Please bill less these taxes.
11. The City of Newport's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.

12. None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City.
13. This contract will be for the services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these services from any other vendor.
14. Unless otherwise specified all costs listed are firm for the term of the contract.
15. Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.
16. Notification of the parties shall be considered to have been constructively received when it is mailed via the United States Postal Service or delivered in hand to the parties as stated in the contract.
17. If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.
18. Each and every provision and clause required by law to be inserted in any subsequent Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.
19. Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services. Proposers shall also mean vendors, submitters, bidders, or any person or firm responding to a Request for Proposals.
20. All contracts entered into by the City of Newport shall be governed by the Laws of the State of Rhode Island. Any disputes shall be resolved within the venue of the State of Rhode Island and Newport County.

CITY OF NEWPORT, RHODE ISLAND  
Erin Mulligan, Purchasing Agent  
(401) 845-5414

**City Of Newport  
Newport Fire Department  
Ground and Aerial Ladder Testing  
Bid# 13-075**

The Newport Fire Department is interested in obtaining bids for testing ground and aerial ladders. The current inventory includes the following;

Ground Ladders

Five (5)-24' Extension  
Four (4)-40' Extension  
Four (4)-35' Extension  
One (1)-28' Extension  
One (1)-14' Extension

Combo Ladders

One (1) – 12'

Roof Ladders

Three (3) - 20'  
One (1) - 18'  
Two (2) – 16'  
Six (6) – 14'

Attic Ladders

Six (6) – 10'

Collapsible Ladders

Two (2) – 10'

## **Bid# 13-075**

### **Inspection Specifications**

#### **1. Ground Ladders**

Visual Inspections – Inspect each ladder for a multitude of physical problem areas including rusting, corrosion, cracks, bad welds, loose bolts on guides, poor lubrication, and more. In fact, for non-NFPA rated ladders (OSHA compliant) like the *'Little Giants'* most departments carry with them; we perform the same visual inspections.

Horizontal Bend Test – Subject each extension, combination, roof and folding ladder to an extended weight test. With the ladder extended, we simulate the weight of a firefighter(s) climbing up or down the ladder. We test each ladder with the required weight and time to ensure that the ground ladder performs as per manufacturers' specifications, and has a deflection within NFPA guidelines.

Roof Hook Test – Each roof ladder has its roof hooks checked for sturdiness, operability, and pressure. All mechanisms are checked for ease of clearance and opening. Also, each roof hook is tested under 1,000 pounds of pressure to ensure that the hooks remain stable and do not bend when subject to extended pressure.

Hardware Test - For each extension ladder, inspect and test the pawl locks on each section of the ground ladder. For smaller ground ladders, there may be only one set of locks, but for larger ground ladders, there will be two sets of locks. Each lock is visually inspected, the locking mechanism is tested to see if it moves freely and engages the rungs, the release mechanism is functional, and finally the lock is tested with 1,000 pounds of pressure to ensure that it can hold a weight load even greater than it will be subject to during a fire. The locks must hold in place to ensure that a ladder will not collapse when it is used.

#### **2. Aerial Ladders**

- Visual/operational inspections
- Load test
- Timing and functional tests
- Hardness/and eddy current test of non-ferrous metal components
- Magnetic particle and/or dye penetrant test of critical welds and casting
- Hydraulic oil analysis
- Ultrasonic inspection of accessible pins

- Turntable bolt torque check
- Drift test
- Waterway systems check
- Horizontal bend test of ground ladders
- Ground ladder hardware and hook tests
- Heat sensors are available
- Perform the Annual Non-Destructive Test in General Accordance with the 2007 Edition of the NFPA Standard 1914 and where applicable NFPA 1922 AWS D1.1 ASN TC1.A.

## **Two (2) Aerial ladders to be tested**

The testing of ladders is a time consuming task that is conducted every five (5) years in accordance with NFPA 1914. The inspection practices followed are from AWS D1.1 and ASNT (American Society for Nondestructive Testing) TC1.A

### Non-Destructive Testing ( NDT):

- a) Ultrasonic Testing (UT), whereas the technician passes a sound beam through a transducer and couplant to the bolt or pin. The beam is reflected by an indication (crack) (flaw) or the beam renders the transducer providing the technician with a measurement of the bolt or pin.
  - b) Magnetic Particle Test (MT) –The technician utilizing an electronic device (yoke) and examines visually (VT) using a dry dye powder with fine iron particles to develop a line of flux or an indication in surface and subsurface carbon steel welds. This is performed on each accessible carbon steel welds on the aerial and stabilizers.
  - c) Dye Penetrant Testing (PT) is conducted in a four-part process. The technician cleans the weld and allows it to dry. Then applying the water soluble dye to the weld, it is timed according to a dwell time, heat, humidity, and overall temperature. It is then washed off. The weld is allowed to dry or is dried. A white developer is then sprayed on the weld. If there is an indication (flaw) (Crack) it would show due to the capillary action of the dye penetrant. It would then be photographed and reported to the Authority Having Jurisdiction (AHJ).
- It is recommended that the aerial be thoroughly cleaned again, helping to eliminate the aerial from deteriorating and turning brown/rust colored and the diamond plate from pitting.
  - For longevity of the aerial apparatus, when the aerial is cleaned for the second time, the aerial should be lubricated to the manufacturers' specifications and, the exercise the aerial in its capacity, note any dry areas or hopping/bouncing and re-lubricate.
  - Wax the aerial in accordance with the aerial manufacturer's recommendations or paint suppliers specifications, when applicable.
  - Areas of deterioration (rust) should be cleaned, primed, and painted per the manufacturers' specifications in order to preserve the aerial and chassis.

**City of Newport**  
**Newport Fire Department**  
Bid Sheet # 13-075

Date: \_\_\_\_\_

I/We \_\_\_\_\_ the undersigned do hereby propose to furnish the City of Newport, Rhode Island, **Ground and Aerial Ladder Testing**, in accordance with all terms and specifications contained herein:

1. Total lump sum cost for all testing of ground and aerial ladders, per specifications:

\$ \_\_\_\_\_

**Please attach all testing protocols and any additional documents**

NAME OF FIRM	SIGNATURE & TITLE
ADDRESS, CITY, ZIP CODE	
TELEPHONE NUMBER	FAX NUMBER
E-MAIL ADDRESS	

**NOTE:**

**On a separate attachment, or use the one provided, list the Officers of your Corporation or Principals of your LLC. Award cannot be done without the attachment.**

All bidders are responsible for insuring that no **addendums** have been made to the original bid package. All bid packages and addendums are located on the State of Rhode Island website: <http://www.purchasing.ri.gov/>

**Bid # 13-075**

**List the Officers of your Corporation or Principals of your LLC. Award cannot be done without the attachment.**

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Complete Company Name

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Name Title/Officer/Position

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Name Title/Officer/Position