

Patricia A. Peshka  
Purchasing Agent



Frank J. Picozzi  
Mayor

**City of Warwick**  
Purchasing Division  
3275 Post Road  
Warwick, Rhode Island 02886  
Tel (401) 738-2013  
Fax (401) 737-2364

The following notice is to appear on the City of Warwick's website Friday, November 12, 2021. The website address is <http://www.warwickri.gov/bids>.

**CITY OF WARWICK  
BIDS REQUESTED FOR**

**Bid2022-264 Food Products**

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Friday, November 12, 2021.

Sealed bids will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 11:00 AM, Tuesday, November 30, 2021. The bids will be opened publicly commencing at 11:00 AM on the same day in the Lower Level Conference Room, Warwick City Hall. *Please note that due to COVID-19, employees and visitors must adhere to social distance guidelines. All visitors are advised to wear masks if not fully vaccinated.*

Awards will be made on the basis of the lowest 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: <https://www.ridop.ri.gov/contract-portal/>

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.

**Original Signature on File**

Patricia A. Peshka  
Purchasing Agent

**PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID**

**Acknowledgement of Addendum (if applicable)**

<b>Addendum Number</b>	<b>Signature of Bidder</b>
_____	_____
_____	_____

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.

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**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: \_\_\_\_\_

Bid2022-264

\_\_\_\_\_

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 statutes, 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**

**Bid2022-264 Food Products**

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 one (1) copy in a sealed envelope, which should read: *YOUR COMPANY NAME* plainly marked on the exterior of the envelope as well as "Bid2022-264 Food Products."

All proposals submitted become the property of the City and will not be returned. If the company intends to submit **confidential or proprietary information** as part of the proposal, **any limits on the use or distribution of that material should be clearly delineated in writing. This information should be submitted in a sealed envelope, clearly labeled confidential** and where it should be submitted in the response. Please be advised of the Freedom of Information Act as it may pertain to your submittal.

Should you have any questions, please contact Meg Underwood, Warwick Senior Center, at 401-468-4073.

All bids should be written in ink or typed. If there is a correction with whiteout, the bidder should 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 will 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](http://www.warwickri.gov) should be completed and submitted with the bid if the bidder falls under IRS requirements to file this form.

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.

The successful bidder will provide said **Certificate of Good Standing** (if required) within ten (10) calendar days after notification or the City reserves the right to rescind said award.

Prices to be held firm one (1) year from date of award. Term contracts may be extended for one (1) additional term upon mutual agreement unless otherwise stated.

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 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.

**INVITATION TO BID ON**

**Food Service Products  
City of Warwick  
Division of Senior Services  
Warwick, Rhode Island**

The City of Warwick seeks sealed bids for Food Service Products for the Department of Humans Services and the Division of Senior Services. All bids shall be based on unit price. **Exceptions to bid specifications MUST be noted.**

Food Products will be delivered to the senior center on weekdays between 8:30 and 11:30 am.

No bid will be considered which stipulates that the City of Warwick shall guarantee to order a specific quantity of any item.

All products specified herein shall be processed, packaged and delivered in accordance with any and all applicable regulations including those of the Rhode Island Health Department and requirement of the Federal Food, Drug and Cosmetic Act and regulations promulgated thereunder.

All items delivered must be in strict accordance with the specifications contained herein. All items shall be packaged and labeled in accordance with accepted trade practices in sufficiently sturdy and clean containers.

**CITY OF WARWICK**

**BID AND CONTRACT FORM**

**TITLE OF SPECIFICATION:** Bid2022-264 Food Products

**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.

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.

**Pricing as follows**

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**PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID**

**(PRICING SHEET MAY NOT BE CONFIDENTIAL)**

**Bid2022-264 Food Products**

<b>Item #</b>	<b>Item and description</b>	<b>Item Pack Amt</b>	<b>Pack UOM</b>	<b>Approximate number purchased annually</b>	<b>Bid per UOM</b>
1	CREAMER HLF & HLF UHT 12-1QT RGNLBRND	12	FL OZ	24	
2	WATER SPRNG 35-16.9FLZ	35	per case	25	
3	DANISH CHS LEM/RASPB 48-3Z DIMITRIA	1	per case	4	
4	MUFFIN BLUEB ULTR MOIST 75-6.25Z BJOY	1	per case	4	
5	DANISH CHS FLD 3Z 6-8CT DIMITRIA	1	per case	8	
6	MUFFIN CRAN ORNG NUT 75-6.25Z BJOY	1	per case	6	
7	DANISH CHS ASST 48-3Z DIMITRIA	1	per case	4	
8	PITCHER PLAS BOUNCR 48Z CLR 1EA	1	EA	4	
9	CAKE COFF CINN WLNT 8-24Z	8	per case	5	
10	CRACKER OYSTER IND 150-.5Z WESTMINS	150	per case	6	
11	HOLDER POT PAN GRABBER 2CT KE	1	per case	3	
12	CHIP VAR PACK LSSV 2-30CT FRITOL	2	per case	4	
13	CREAMER LIQ CUP 360-3/8Z COFFM	20	per case	5	
14	MUFFIN CRN ULTR MOIST 6.25Z 5-15CT	5	per case	1	
15	BUTTER WHPD CUP 720-5gm CT/#	1	per case	4	
16	BREAD CINN RAISN SLCD 1/2" 12-18Z	12	per case	4	
16	SUGAR PKT 1/11Z 3,000	4	per case	2	
18	SUGAR SUB PKT SWEET'N LOW 2M GFS	2000	per case	1	
19	CRACKER CHEEZ-IT 60-1.5Z SNSHN	60	per case	4	
20	BREAD RYE LT SLCD 32Z 8-24CT LA MARCA	8	per case	3	
21	CAKE SHEET LEM BURST HLF 24CUT 1-8#	1	per case	2	
22	MUFFIN BAN NUT ULTR MOIST 75-6.25Z	5	per case	2	
23	MUFFIN PUMPK SEASONAL 6.25Z 5-15CT	1	per case	2	
24	ICE CREAM VAN PREM 3GAL	1	per case	2	
25	KETCHUP CAN 33% FCY 6-10 CRWNCOLL	6	per case	1	
26	RELISH SWT PKT 200-9GM	200	per case	2	
27	SAUCE TARTAR PKT 200-12GM	200	per case	2	
28	SUGAR SUB LO CAL PKT 2M EQUAL 2000	5	per case	1	
29	ICE CREAM CHOC PREM 3GAL	1	per case	2	
30	MUFFIN ENGLISH 2Z 6-12CT THMAS	6	per case	3	
31	CREAM WHIP REAL AERO 12-15Z	12	per case	1	
32	SUGAR SUB PKT SPLENDA 2M GFS	2000	per case	1	
33	PEANUT BUTTER CUP 200-.75Z	200	per case	2	
34	POPCORN WHT UNPOPPED 1-50#	1	per case	1	
35	OIL POPPING NT 3-1GAL GFS	3	per case	1	
36	CAKE TIRAMISU SQ 24 CUT HOFF'S	1	per case	3	
37	BAR LEMON SHORTBREAK PRECUT 2-30	1	per case	2	
38	JUICE ORNG SEASONS BEST 24-10Z	24	per case	2	
39	CREAM PUFF FILLED MINI 48 CT	28	per case	2	

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**Bid2022-264 Food Products**

<b>Item #</b>	<b>Item and description</b>	<b>Item Pack Amt</b>	<b>Pack UOM</b>	<b>Approximate number purchased annually</b>	<b>Bid per UOM</b>
40	MAYONNAISE PKT 200-12GM GFS	200	per case	2	
41	ÉCLAIR MINI 35 CT	35	per case	2	
42	CHEESECAKE MINI CHRY TOPPING 56 1.5 OZ	56	per case	3	
43	CUTLERY KIT KFS NAP S&P BLK 250 CT	250	per case	3	
44	CREAMER ORIG UHT 384-9ML	384	per case	8	
45	JELLY ASST #3 200 5Z	200	per case	2	
46	BAG PLAS T-SHIRT 11X6 5X20.5 12MIC 1M	1,000	per case	20	
47	CHIPS POT BBQ-LSSV LAYS	64	per case	3	
48	CHIPS POT-LAYS	64	per case	3	