

Francis M. Gomez

Purchasing Agent



Frank J. Picozzi

Mayor

City of Warwick
Purchasing Division
(Mailing Address)
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 Tuesday, November 14, 2023. The website address is <http://www.warwickri.gov/bids>.

**CITY OF WARWICK
BIDS REQUESTED FOR**

Bid2024-300 Original Equipment Manufacturers Parts for Department of Public Works

Specifications

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Tuesday, November 14, 2023. 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.

Submissions

All bids should be submitted with one (1) original and one (1) copy in a sealed envelope (total of two (2) copies), which should read: **YOUR COMPANY NAME** plainly marked on the exterior of the envelope as well as "**Bid2024-300 Original Equipment Manufacturers Parts for Department of Public Works**". No bids will be accepted via Facsimile or email. All bids must be sealed. Sealed bids will be received by the Purchasing Division no later than 11:00 AM, Tuesday, November 28, 2023. The bids will be opened publicly commencing at 11:00 AM on the same day at 65 Centerville Road, Meeting Room 2.

Delivery

If delivering in person or sent by delivery service (FedEx/UPS/DHL etc.) use physical address 65 Centerville Road, Warwick, RI 02886, Suite D. If sent via United States Postal Service use mailing address 3275 Post Road Warwick, Rhode Island 02886.

Awards

Awards will be made on the basis of the lowest evaluated or responsive bid price.

Questions

Please direct questions related to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-7) to the Purchasing Division.

- Email: Bids@warwickri.gov
- Phone: 401-738-2013

Please direct all questions related to the specifications outlined (beginning on page 8) to the issuing department's subject matter expert:

- Name: Steve Burns
- Department: Automotive Division
- Phone: 401-921-9609
- Email: steve.burns@warwickri.gov

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.

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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: _____

Bid2024-300

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**

**CITY OF WARWICK
NOTICE TO BIDDERS**

Bid2024-300 Original Equipment Manufacturers Parts for Department of Public Works

The IRS Form W-9 is available on www.warwickri.gov should be completed and submitted with the bid if the bidder falls under IRS requirements to file this form.

All bids should be written in ink or typed. If there is a correction with whiteout, the bidder should initial the change.

Any deviation from the specifications must be noted in writing and attached as part of the bid proposal. The bidder should indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

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.

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.

Negligence on the part of the bidder in preparing the proposal confers no rights for the withdrawal of the proposal after it is open.

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 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.

Prevailing Wages may apply to this bid. Current rates may be viewed at <http://www.dlt.state.ri.us/pw>.

The successful bidder must comply with all Rhode Island Laws, applicable to 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 contractor must keep himself 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 himself/employees or the conduct of the work or the materials used or employed in the work. Before submitting bids, prospective bidders should examine the terms, covenants and conditions of all codes, permits and laws which may apply. By submitting a bid, the bidder agrees to comply with all pertinent laws/regulations if awarded a contract.

Every contractor and subcontractor awarded a contract for public works, construction, alteration and/or repair, including painting and decorating, or public buildings or public works must submit completed RI Certified Weekly Payroll forms listing employees employed on the project to the awarding authority on a monthly basis for all work completed in the preceding month. These forms may be found at: www.dlt.ri.gov/pw/pwFormsPubs.htm. Certified Payroll forms concerning RI Department of Transportation projects may be submitted on federal forms. However, when a complaint is being investigated by the RI Department of Labor & Training (DLT), the contractor must resubmit the payroll information on the RI Certified Weekly Payroll forms for the entire project.

Awarding authorities, contractors and subcontractors must provide any and all payroll records to the DLT within ten (10) days of any request that is made by the department.

The awarding authority of any public works project will withhold the next scheduled payment to any contractor or subcontractor who fails to comply with the above provisions, as well as any further payments until they comply. The DLT may also impose a penalty of up to \$500 for each calendar day of noncompliance.

Please refer to Rhode Island state laws Section 37-13 for more information.

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.

Failure to provide adequate insurance coverage within the specified duration of time as set forth is a material breach of contract and grounds for termination of the contract.

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 from the Office of the Secretary of State** dated no more than thirty (30) days prior to the date upon which the bid approval was made.

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

Prices to be held firm February 18, 2024 through February 17, 2025. Term contracts may be extended for one (1) additional term upon mutual agreement unless otherwise stated.

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 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 has 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 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.

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

**CITY OF WARWICK
AUTOMOTIVE DIVISION
SPECIFICATIONS FOR ORIGINAL EQUIPMENT
MANUFACTURER'S PARTS BID FOR THE DEPARTMENT OF PUBLIC WORKS**

COMPLIANCE

GENERAL

Yes No

This bid shall be the basis for establishing a blanket purchase order contract to cover stock requirements for the Original Equipment Manufacturer (O.E.M.) parts for Peterbilt, Sterling Trucks, Mack Trucks, Freightliner, Ford trucks, Labrie, Heil, Elgin, Caterpillar, JCB, American LaFrance, New Holland, Chevrolet, Condor, Detroit Allison, John Deere, Cummings, Magnum Force Horizontal Grinder during the period and renewal options specified. The Successful bidder shall furnish all automotive parts for passenger, fire, light trucks, heavy trucks, and any other related vehicle as required by the City of Warwick. Only O.E.M. parts/items will be furnished. Any substitution of material will require prior approval by the City of Warwick.

COMPLIANCE

QUALIFICATION

Yes No

Bidders shall be dealers for the brand of parts offered. Minimum stock levels for O.E.M. parts shall have a value of not less than \$400,000.00.

COMPLIANCE

SCOPE & SPECIFICATIONS

Yes No

Be responsible for filling orders from their stock, from other local dealers, or from the factory depots when otherwise unavailable.

Locally available parts should be delivered to the Automotive Division within one (1) hour.

In no event shall this period be in excess of two (2) working hours without the authorization of the Automotive Division.

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

A return program shall be offered with minimum requirements as follows:

1. Parts and accessories may be returned for full credit within thirty (30) business days of delivery with the understanding that the condition of the parts will be the same as when they were delivered.
2. Returns for obsolescence will be earned at the rate of five per cent (5%) of sales (by receiving location) and may be returned at the user agency's option. Return parts will include the date of purchase and the dollar value of the return. Prices shall be based on freight allowed, F.O.B. receiving station.

COMPLIANCE

BACKORDERS

Yes No

Backorders shall be listed on a separate invoice and clearly marked as a backorder. The estimated time of receipt by the agency shall be noted on the invoice.

COMPLIANCE

QUANTITY

Yes No

The stated quantities are expressly agreed to be and "estimated annual usage" only, and nothing herein shall bind the City of Warwick to purchase any specified amount of parts. It is also further understood that the City of Warwick shall not be obligated to purchase or pay for any parts unless and until ordered and received by the City of Warwick.

COMPLIANCE

RETURN POLICY

Yes No

Certificate of dealership, the dollar value of the O.E.M. parts inventory at your site (s), delivery record, and any other data, which documents the character and solvency of your firm.

Alternate bids are accepted. The City reserves the right to consider and make award if such alternative offers are in the best interest of the City.

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

COMPLIANCE

PRICE ESCALATION/DE-ESCALATION

Yes No

Prices are subject to change based on the submission of the bidder list of parts submitted by the net price after discount off the list price. These must be submitted to Steve Burns, Automotive Division, 401-921-9609, of any price changes. ***PRICES SHALL BE DELIVERED NET PRICES AND ARE NOT SUBJECT TO SHIPPING/FREIGHT CHARGES OR SURCHARGES, in addition to the percentage noted above, except on a case by case agreement between the ordering agency and the vendor, when special delivery requirements necessitate such an agreement.***

COMPLIANCE

CANCELLATION

Yes No

The City may cancel the contract with the vendor at any time by giving thirty (30) days written notice. The contract may be cancelled without notice for vendor non-performance. Cancellation shall not release the vendor from legal remedies available to the City.

The Contractor may not cancel the award during the initial contract term. But may, upon sixty (60) days written notice to the City, cancel the contract during subsequent terms.

COMPLIANCE

AWARD

Yes No

The award will be made to the lowest responsible bidder who offers the highest discount from the Distributor Net Pricing for a particular brand of parts. Awards shall be given only to dealers supplying genuine Ford, Peterbilt, Sterling, Heil, C.B.I. and Freightliner, etc. parts. The City reserves the right to award by item, groups of items, or total bid; to reject any and all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the best interest of the City.

PRICING PAGES

Each vendor **MUST** fill out the appropriate **PRICING** sheet on page 11 and corresponding **SAMPLE** sheet for the OEM parts offered. Please note that the **DISCOUNTS** indicated must be held firm for a one-year period. ***Pricing lists submitted will be used as a sampling of the parts available and not indicative of the parts that may be ordered by this department.***

CITY OF WARWICK

BID AND CONTRACT FORM

TITLE OF SPECIFICATION: Bid2024-300 Original Equipment Manufacturers Parts for
Department of Public Works

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

Continued next page

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

(PRICING SHEET MAY NOT BE CONFIDENTIAL)

Bid2024-300 Original Equipment Manufacturers Parts for Department of Public Works

Item	Description	% off List Price
1	Ford	%
2	Peterbilt	%
3	Sterling Trucks	%
4	Freightliner	%
5	Elgin Sweeper Parts	%
6	Heil Parts	%
7	Caterpillar Parts	%
8	American LaFrance Parts	%
9	Ford Tractor Parts	%
10	JCB Heavy Equipment Parts	%
11	New Holland Parts	%
12	Mack Truck Parts	%
13	LaBrie Parts	%
14	Chevrolet parts	%
15	Detroit Allison	%
16	John Deere	%
17	Cummings	%
18	International	%