

BRISTOL WARREN REGIONAL SCHOOL DISTRICT 235 High Street Bristol, Rhode Island 02809

Public Bid # 2-2-2-22 (#FY22 - 002)

Food Service Van:

Separate sealed bids will be received by the Bristol Warren Regional School District (BWRSD) for Service Van on or before **2:00 p.m.** on **February 15, 2022**, at the Reynolds Administration Office, 235 High Street, Bristol, Rhode Island. At that time, bids will be opened and read in public. The bid opening will be live via Zoom at the following link: https://us06web.zoom.us/j/85697416201?pwd=RUhCMjlrRHZiM3c0bTVEQ2JpTE5OZz09

Zoom Meeting ID: 856 9741 6201

Zoom Passcode: 751839

or Dial by your location: +1 929 436 2866 US (New York) or +1 301 715 8592 US (Washington DC)

This RFP may be obtained on the BWRSD's website on the Business & Finance Department's Bid page located at the following link: https://www.bwrsd.org/Page/2880.

General Bid Schedule

RFP Released Bidder Questions and Clarifications Ends Bids Due Back Bid Opening February 2, 2022 February 09, 2022 4:00pm February 15, 2022 2:00 pm February 15, 2022 2:00 pm

All bids must be submitted on the bid form provided, (3) three copies, and clearly marked:

Sealed Bid

Food Service Van Bid

Bids must be enclosed in an opaque envelope addressed to BWRSD, Reynolds Administration Building, Attn: Anthony Ferrucci, CFO, 235 High Street, Bristol, RI 02809 bearing the name and address of the bidder.

The BWRSD reserves the right to reject any/all bids, waive any informalities in the bids received and to accept an award the bid to the lowest qualified bid deemed most favorable to the interest of the BWRSD.

All questions should be submitted to the Administrative Office by email to thomas.wood@bwrsd.org no later than February 9, 2022 at 4:00 p.m. Questions will be answered as formal addendums to be posted to the District's website no later than two days prior to the bid opening as well as emailed to all prospective bidders.

STANDARD INSTRUCTIONS TO BIDDERS BRISTOL WARREN REGIONAL SCHOOL DISTRICT

The following instructions are standards for all proposals submitted:

1. Receipt and Opening of Proposal

Sealed proposals (bids) will be accepted in the Bristol Warren Regional School District (BWRSD), Administrative Offices, Attn: Anthony Ferrucci, CFO, 235 High Street, Bristol, RI 02809 until the time indicated on the advertisement for Bids, for the commodities, equipment, and/or services designated in the specifications and will then be virtually opened and read.

2. Form of Bid

Proposal must be submitted on and in accordance with the forms attached hereto, blank places must be filled in as noted, no change shall be made in the phraseology of the proposal or in the item or items mentioned therein, must contain the name and proper address of the bidding firm, and must be signed by a responsible member of the firm with his/her signature and official title. Proposals that are not complete, or contain any omissions, erasures, alterations, additions and/or contain irregularities of any kind, may be rejected.

3. Submission of Bids

- a. Envelopes containing bids must be sealed and addressed to Bristol Warren Regional School District, Administrative Offices, Attn: Anthony Ferrucci, CFO, 235 High Street, Bristol, RI 02809 and must be marked with the name and address of bidder, date and hour of opening, and name of bid.
- b. The BWRSD will decide when the specified time has arrived to virtually open bids, and no bid received thereafter will be considered.
- c. Any bidder may withdraw his/her bid by written request at any time prior to the advertised time for opening. Telephonic bids, amendments, or withdrawals will not be accepted.
- d. Unless otherwise specified, no bid may be withdrawn for a period of ninety (90) days from the date 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 of opening will be securely kept unopened. No responsibility will attach to an officer or person for the premature opening of a proposal not properly addressed and identified.

4. Prices

Bidders shall state the proposed price in the manner as designated in the Bid Proposal Form. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

5. Rhode Island Sales Tax

The BWRSD is exempt from the payment of R.I. Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 (1), as amended.

6. Federal Excise Taxes

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

7. Equal Employment Opportunity Policy Statement

For the purposes of this Policy, the term "vendor" shall mean any and all individuals, companies, corporations, and business entities that provide goods or services to the BWRSD pursuant to any and all relevant and appropriate Federal, State, and local purchasing rules, regulations, and procedures.

The BWRSD is committed to the general policy and principle of Equal Employment Opportunity in terms of retaining vendors to provide the District with goods and services necessary for routine and emergency operations. The BWRSD shall not discriminate against vendors as entities, or individual employees thereof on any legally recognized basis included, but not limited to, race, age, color, religion, gender, gender identification, marital status, national origin, physical or mental disability, Veteran's status, pregnancy, sexual orientation, genetic conditions, predisposition to certain diseases, or ancestry, except where a bona fide occupational qualification exists.

8. School's Right to Reject

The BWRSD reserves the right to reject any and all proposals, to waive any informality in the proposals received and to accept the proposal deemed to be most favorable to the best interests of the BWRSD.

9. Labor Regulations

- a. The Contract for Work under this proposal will obligate the contractor and subcontractors not to discriminate in employment practices and conform with the Affirmative Action Plan pursuant to Executive Order No. 11246.
- b. Bidders must, if required, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the Contract.
- c. Successful bidders must, if required, submit a list of all subcontractors who will perform Work on the Project, and written signed statements from authorized agents of labor pools with which they will or may deal with for employees on the Work, together with any information to the effect that such labor pools practices or policies are in conformity with Executive Order No. 11246.

10. Payment

Vendor shall submit monthly invoices for payment to the BWRSD or a single lump sum invoice after delivery of the product(s). The Invoices shall include: Dates of service, scope of work and hours worked The District will promptly pay within two weeks of receiving Invoices. Payments will be made via check. W-9 required for processing.

11. <u>Termination of Contract</u>

Following implementation, should the Superintendent and/or Chief Financial Officer find that the firm has failed in any material respect to perform its agreed upon obligations under the contract, the contract shall be canceled by the BWRSD as being in the best interest of the BWRSD. In the event of termination of this contract as a result of breach by the contractor, the BWRSD shall not be liable for any fees and may, as its sole option, award a contract for the same services to another qualified firm or call for new proposals. The contractor shall be responsible for consequential damages as a result of its breach, including, but not limited to, extra costs required under the new contract for similar services.

12. Period of Performance

To be determined.

13. <u>Indemnification and Insurance</u>

The vendor selected shall indemnify and save the BWRSD harmless from liability in any manner of claims, lawsuits and damages for any type of losses, including the loss of life, due to its work or operations on BWRSD property, in carrying out and completing the full scope of services under this agreement.

The vendor shall meet the insurance and indemnification requirements as prescribed in the Appendix A Insurance- Exhibit Professional Contracts.

14. Collusion

Any act or acts of misrepresentation of collusion shall be a basis for disqualification of any proposal or proposals submitted by such persons guilty of said misrepresentation or collusion. In the event that the BWRSD enters into a contract with any proposer who is guilty of misrepresentation or collusion and such conduct is discovered after the execution of said contract, the BWRSD may cancel said contract without incurring liability, penalty, or damages.

SPECIFICATIONS Bristol Warren Regional School District Service Van Bid

INTENT

The Bristol Warren Regional School District (henceforth "the District") is seeking bids to purchase one (1) new FULL-SIZE CARGO SERVICE VAN WITH SHELVING. It is the intent of these specifications to describe the minimum requirements for a full-size cargo van with shelving. The successful proposer shall furnish features, which are regularly furnished as standards with this unit. The proposer shall represent by this proposal that all the requested parts and equipment are manufactured, installed new and unused. It is required that the unit, as specified herein, shall be completely assembled, serviced and ready for operation.

SCOPE OF WORK	
MINIMUM REQUIREMENTS:	PROPOSER OFFERS:
ENGINE: V-6 EcoBoost (3.5L), or equal • Flex Fuel	
AXLE(S): 4x2, 3.31 Differential Locking rear	
TRANSMISSION: Automatic	
DRIVE: Rear Wheel Drive	
TOWING: Not Required • Trailer Wiring Provisions • Trailer Receiver (Class IV, 2") • Heavy Duty Alternator & Radiator	
WHEELBASE: Standard • High Roof	
BRAKES: 4 wheel disc w/ABS	
POWER: Steering, Brakes, Mirrors, Windows	
INTERIOR: Partition • Racks & Bin Upgrade	
LADDER RACK: Not Required	
WINDOWS: Driver, front passenger & rear cargo only	
TILT & CRUISE CONTROL:	
AIR CONDITIONING:	
AUDIO: AM/FM, Bluetooth, Back-up Monitor	
SEATS: Front- Bucket Seats, Rear- None	

FLOORING: Vinyl		
TIRES: Standard, All Season tread • Full Size Spare		
PAINT: Oxford White		
REVERSE SENSING SYSTEM:		
BACK-UP ALARM: Exterior Audible		
REVERSE CAMERA: In-dash monitor		
POWERPOINT: Rear, 12v		
MIRRORS: Extendable, Power		
MAKE/MODEL PROPOSAL:		
MINIMUM DELIVERY DATE:		
MAXIMUM DELIVERY DATE:		
DELIVERY OPTIONS:		
WARRANTY: Details (Please specify items covered, term, mileage, etc.)		

1)The dealer delivering the vehicles shall guarantee that the automobiles meet the Specifications as defined in the proposal. A representative of the District, along with the Director of Facilities shall inspect the vehicle in detail to assure they meet the requirements as specified. Proper certification will be made on each invoice that the vehicle meets all specifications. Any deficiencies noted shall be corrected at the Manufacturer's expense. Any variations from specifications must be clearly defined and be attached to the official proposal sheet.

- 2) Where there is a minor difference in proposal price, the District may take into consideration service, cost of replacement parts, superior items and performance of the vehicle offered.
- 3) The vehicles shall meet or equal all requirements of the Federal Government and State of Rhode Island for safety standards for 2022 model vehicles and shall cover all essential items not specifically covered in this proposal.
 - 4) It is understood that this vehicle will be purchased in serviced condition.

BID FORM

Service Van Bid

The undersigned, will familiarize themselves with the Bidding Documents herein, and herein referenced, including, but not limited to, all addenda issued thereto.

Please complete the information below as concisely as possible.

If you wish to provide additional information, please attach and reference the location of additional information.

General Information	
Legal Name	
Street Address	
City / State / Zip	
Telephone	
E-Mail Address	
Primary Contact Name	
Contact Information	
Confirm, by your signature, that your organization agrees to abide by the Submission Requirements.	Signature
	Title

FEE INFORMATION

Service Van Bid	

Bidder takes no exception to terms, conditions, specifications and/or any other requirements herein unless expressly noted and in writing to the Owner prior to the Bid.

In submitting this bid, it is understood that the Owner reserves the right to reject any or all bids. It is further agreed that this bid is binding for a period of Thirty (30) days from the opening thereof.

Appendix A

INSURANCE EXHIBIT- PROFESSIONAL CONTRACTS

The professional individual or firm shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage for property which may arise from or in connection with the performance of the contractor's work by the individual firm, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's bid.

For the purpose of this clause: the term "professional individual or firm" and "contractor" shall also include their respective agents, representatives, employees or subcontractors; the term "Bristol Warren Regional School District" or "District" shall include their respective officers, employees, volunteers, boards, and commissions.

Additional forms of insurance may be necessary based upon the specific work performed by the contractor. When additional forms of insurance are required, the minimum amount of such coverages and the terms thereof shall be determined by the District and Superintendent and/or Chief Financial Officer and shall be stated, as well as a description of the types of additional coverage required, in an addendum to this exhibit.

Minimum Insurance Coverage Required

- 1. Broad form comprehensive general liability, occurrence form.
- 2. Workers' Compensation: limits as required by the State of Rhode Island.
- 3. Employer's liability, occurrence form.

Minimum Limits of Insurance

- 1. Comprehensive general liability: \$1,000,000 combined single limits per occurrence for bodily injury, personal injury, property damage, and products/completed operations.
- 2. Workers' Compensation: limits as required by the State of Rhode Island.
- 3. Employer's liability: limits of \$1,000,000 per occurrence.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

Notice of Cancellation or Non-Renewal

Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty {30) days' prior written notice by certified mail, has been given to the District.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- 1. Comprehensive General Liability Coverage:
- a. The District and their respective officers, agents, officials, employee volunteers, Boards and commissions are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, leased or used by the contractor. The coverage shall contain to no special limitations on the scope of protection afforded to the District.
- b. The contractor's insurance coverage shall be the primary insurance with respect to the District. Any insurance or self-insurance maintained by the District shall be in excess of the contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District.
- d. Coverage shall state that the contractor insurance shall apply separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The contractor is to have and sustain Garage Keepers Legal Liability coverage for the duration that the vendor has care, custody and control of the vehicle, up to the time Bristol Warren Regional School District takes possession of said vehicle.
- 2. The insurer shall agree to waive all rights of subrogation against the District for losses arising from the work performed by the contractor for the District.

Acceptability of Insurers

- 1. Insurance is to be placed with insurers with a Best rating of no less than A: VII.
- 2. Insurance companies must either be licensed to do business in the State of Rhode Island, or otherwise deemed acceptable by the District, Superintendent and/or the Chief Financial Officer.

Verification of Coverage

The contractor shall furnish the District with certificates of insurance affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the District before work commences. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The District reserves the right to require complete, certified copies of all required policies, at any time.