

# TOWN OF HOPKINTON

## DIESEL FUEL



**Town of Hopkinton**

**Department of Public  
Works**

**BID INFORMATION, REQUIREMENTS  
AND SPECIFICATIONS**

**“DIESEL FUEL”**

**BID INFORMATION**

***BIDS DUE BY:*** ***Tuesday, April 16, 2019 at 2:00 p.m.***

***BID OPENING DATE:*** ***Tuesday April16, 2019 at 2:15 p.m.***

**BID RECEIPT LOCATION:**

Town Clerk’s Office  
Hopkinton Town Hall  
1 Townhouse Road  
Hopkinton, RI 02833

**BID OPENING LOCATION:**

Town Hall Council Chambers  
Hopkinton Town Hall  
1 Town House Road  
Hopkinton, RI 02833

**Sealed Envelopes Must Be Marked As Follows:**

**“DIESEL FUEL”**

**The effective date of AWARD shall be on or about, Monday, May 6, 2019.**

**Single Point of Contact: All requests for information related to this request should be directed to:**

**William McGarry  
Town Manager  
1 Townhouse Road  
Hopkinton, RI 02833  
(401) 377-7761**

**Email Address: [townmanager@hopkintonri.org](mailto:townmanager@hopkintonri.org)**

## **BID REQUIREMENTS**

1. Sealed bids will be accepted in the Town Clerk's Office until 2:00 p.m. on Tuesday April 16, 2019.
2. Sealed bids will be opened in the Town Hall Council Chambers at 2:15 p.m. on Tuesday April 16, 2019.
3. Sealed envelopes must be marked **DIESEL FUEL**.
4. Proposals shall be for the delivery of **DIESEL FUEL** from July 1<sup>st</sup>, 2019 through June 30<sup>th</sup>, 2022--a period of three (3) years, to the Hopkinton Public Works facility located at 395 Woodville Road, Hopkinton, Rhode Island.
5. The duration of this contract is for a three (3) year period from July 1<sup>st</sup>, 2019 to June 30<sup>th</sup>, 2022.
6. Proposals shall be submitted on the attached bid sheet.
7. **A signed copy of the Bid Instructions shall accompany the bid submission.**
8. Bidders are required to submit three (3) copies of their bid.
9. Bids are to be submitted on or before the date and time due and signed by a person authorized to represent the bidder.
10. No bidder may withdraw his bid within ninety (90) days after the bid is submitted.
11. Bids that do not meet minimum requirements may or may not be considered. All exceptions must be listed.
12. Contracts may be competitively negotiated when it is determined, in writing, by the Town Manager that the bid prices received by competitive sealed bidding are either unreasonable as to all or part of the requirements or were not independently reached in open competition.
13. The Town of Hopkinton shall award the bid to the responsible bidder whose proposal is determined, in writing, to be the most advantageous to the Town. The award shall be made on the basis of the lowest evaluated or responsive bid price.
14. The successful bidder shall furnish a Certificate of Liability Insurance within fifteen (15) days after the Hopkinton Town Council awards the bid.
15. The Town reserves the right to reject any or all bids, to waive technical deficiencies or informalities, and to accept any bid that it may deem to be in the best interest of the Town.

16. All delivery responsibility of **DIESEL FUEL** is to include F.O.B. delivery to 395 Woodville Road, Hopkinton, Rhode Island. Liability for product delivery remains with the vendor until project is complete.
17. There are no price escalation clauses included in the RFP.
18. Bidders may be asked to appear before a committee comprised of Town officials to present their proposals and qualifications.
19. The Town of Hopkinton is exempt from Federal excise taxes and State sales taxes.
20. The Town specifically reserves the right to cancel the contract or any portion thereof providing, in its opinion, the services or materials supplied by the Vendor are not satisfactory or consistent with the terms of the contract.
21. Copies of the Request for Proposals (RFP) may be obtained at the Town Hall, 1 Town Hall Road, Hopkinton, Rhode Island between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, and are also available on the Town's website, [www.hopkintonri.org](http://www.hopkintonri.org).
22. Contact Town Manager William A. McGarry at (401) 377-7761 or [townmanager@hoptkintonri.org](mailto:townmanager@hoptkintonri.org), with any questions regarding this bidding process.
23. All requests for information related to this bid package will be directed to the single point of contact. Requested information, including answers to questions, will be posted on the Town's website, as addendums to the original RFP, as quickly as practicable.

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# **STANDARD INSTRUCTIONS TO BIDDERS**

## **THESE ARE STANDARD INSTRUCTIONS FOR BIDS ISSUED BY THE TOWN OF HOPKINTON**

### **1. Receipt and Opening of Bids**

Bids will be accepted in the Hopkinton Town Hall until the time indicated on the advertisement for bids, for the commodities, equipment or services designated in the specifications and will then be publicly opened and read.

### **2. Form of Bids**

Bids 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. Bids 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 or contain irregularities of any kind may be rejected.

### **3. Submission of Bids**

- a. Envelopes containing bids must be sealed, submitted to the Town Clerk's Office and marked "**DIESEL FUEL**".
- b. The Town Clerk will decide when the specified time has arrived to 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 bid 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 after 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. Bids received prior to the time of opening will be securely maintained by the Town Clerk. No responsibility will attach to an officer or person for the premature opening of a bid not properly addressed and identified.

#### **4. Prices**

Bidders shall list the proposed price(s) as designated on the Bid Sheet.

#### **5. Rhode Island Sales Tax**

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

#### **6. Federal Excise Taxes**

The Town is exempt from the payment of Federal excise taxes. The price bid must be exclusive of taxes and will be so construed.

#### **7. "Or Equal" Bidding**

When the name of a manufacturer, a brand name, or manufacturer's catalogue number is issued as the bid standard in describing an item, this description is used to indicate quality, performance and other essential characteristics of the article required. If bidding on other than the make, model, brand or sample specified, but equal thereto, bidder must so state by giving the manufacturer's name, catalogue number and any other information necessary to prove that the intended substitution of a commodity is equal in all essential respects to the bid standard. Bidder must prove to the satisfaction of the Town Manager or by person or persons designated by him in his or their sole discretion, that his/her designated substitute is equal to the bid standard: otherwise, his/her bid will be declared "No Bid" in so far as the item in question is concerned.

#### **8. Award and Contract**

Unless otherwise specified, the Town reserves the right to make an award by item or items, or by total, as may be in the best interest of the Town.

#### **9. Delivery**

All delivery responsibility of **DIESEL FUEL** shall include F.O.B. delivery to 395 Woodville Road, Hopkinton, Rhode Island. Liability for product delivery remains with the vendor until the project is complete.

Delivery shall be made between the hours of 7:00 a.m. and 3:00 p.m., Monday thru Friday.

#### **10. Affirmative Action**

Any firm providing services to or doing business with the Town of Hopkinton, R.I. shall adhere to the Town's Affirmative Action Plan for Equal Employment.

## **11. Towns Right to Reject**

The Town 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 in the best interests of the Town. Failure of the Vendor to perform any work for a period of ten (10) days following its commencement without the consent of the Town shall constitute a breach of duty and the Town may at its option, by written notice, terminate his/her obligations hereunder and contract for or otherwise effect the completion of the work uncompleted by the Vendor, and may offset against the contract price herein set forth, the cost and expense of completing such work, or in the event the Town has at the time of such breach and termination paid to the Vendor an amount in excess of the fair value of the work then completed, the Vendor shall refund to the Town promptly upon demand, an apportioned amount of the total sum thereto paid by the Town.

## **12. Insurance**

The successful bidder shall submit a Comprehensive General Liability Insurance Certificate within fifteen (15) days after the bid award that meets the following minimum requirements:

### **Certificate of Liability Insurance**

- A. Commercial General Liability Insurance in the amount of one million dollars (\$1,000,000).
- B. Automobile Liability Insurance in the amount of one million dollars (\$1,000,000).
- C. Umbrella Liability Insurance in the amount of two million dollars (\$2,000,000).
- D. Workers Compensation and Employers' Liability Insurance in the amount of one million dollars (\$1,000,000).

## **13. Labor Regulations**

The following paragraphs regarding nondiscrimination in employment shall be included and become part of these Specifications:

- A. The successful bidder shall not discriminate in employment practices and conform 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.
- C. Successful bidders shall submit to the Hopkinton Town Manager 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; that they will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employment, and equal treatment of employees seeking employment and performing work under this contract; or a certification as to when such agents or labor pools have failed or refused to furnish them, prior to award of the contract.

#### **14. Wage Rates**

This is a prevailing wage project. Attention of the bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract. In conformity with the provisions of Chapter 13 of Title 37, General Laws, Rhode Island, 1956, as amended, the minimum wages for a day's work paid to craftsmen, teamsters and laborers shall not be less than the customary and prevailing rate of wages for a day's work in the locality where the work is undertaken. Such a schedule of wages has been established on a minimum hourly basis and is on file in the office of the State Department of Labor and Training.

#### **15. Remedies**

Except as may be otherwise provided, all claims, counterclaims, disputes and other matters in question between the Town and the successful bidder arising out of or relating to this agreement or the breach thereof will be decided in a court of competent jurisdiction within the State of Rhode Island.

#### **16. Indemnity**

The successful bidder shall at all times indemnify and save harmless the Town, its servants and agents, from any and all claims and from any suits, litigation, damages, losses or the like arising out of injuries sustained or alleged to have been sustained by any persons or damage to property in connection with the contract work, caused in whole or in part by acts or omissions of the successful bidder, his subcontractors, material persons, or anyone directly or indirectly connected with the contract work.

#### **17. General Guarantee**

Neither the final certificate of payment nor any provision in the contract documents nor any partial or entire occupancy of the premises by the Town shall constitute an acceptance of work not done in accordance with the contract documents or relieve the successful bidder of liability with respect to any express warranties or responsibility for faulty workmanship or materials. The successful bidder shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of two (2) years from the date of final acceptance of the work, unless a longer period is specified by the Town and/or by virtue of any specific product guarantees and/or warranties. The Town will give final notice of observed defects with reasonable promptness.



The successful bidder shall guarantee satisfactory operation of any item of equipment for two (2) years or for any other time period consistent with any specific product guarantees and/or warranties from the date of final acceptance.

**I hereby certify that I have read and agree to these Bid Instructions.**

**A signed copy of the Bid Instructions shall be submitted to the Town Clerk's Office at the time the bid is submitted.**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Company Street Address**

\_\_\_\_\_  
**City/Town/State**

\_\_\_\_\_  
\_\_\_\_\_

## **SPECIFICATIONS**

1. Provide Diesel Fuel deliveries to the following location:

<u><b>Location</b></u>	<u><b>Address</b></u>	<u><b>Tank Type</b></u>	<u><b>Tank Size</b></u>
Hopkinton Public Works Complex	395 Woodville Road Hopkinton, RI 02833	Above ground	3,000 Gallons

2. Diesel Fuel bids shall be for a three (3) year period from July 1st, 2019 through June 30th, 2022.
3. The Bid Price is to be presented as a FIXED ADD to the low posting of the Diesel Fuel at the Port of Providence, Rhode Island, as listed in the Journal of Commerce on the day of delivery. A copy of the Journal of Commerce posting shall be enclosed with the bid for reference.
4. The FIXED ADD shall remain constant and added to the low posting of the Diesel Fuel at the Port of Providence, Rhode Island as listed in the Journal of Commerce on the date of delivery.
5. Bid is predicated on an estimated usage of 15,000 to 25,000 gallons of Diesel Fuel, per year.
6. All prospective bidders are encouraged to visit this site to ensure that proper access is available for deliveries.
7. The successful bidder shall provide a *Comprehensive Liability Insurance Certificate*, as enumerated in the Insurance Summary.

# **BID SHEET**

(Submit to Town Clerk's Office)

Quantities listed on this proposal are approximate and the Town of Hopkinton reserves the exclusive right to increase or decrease those quantities.

The undersigned, having familiarized themselves with the existing bid information, requirements and specifications, hereby proposes to furnish Diesel Fuel to the Town of Hopkinton at the following price, per gallon:

## **DIESEL FUEL**

Proposed fixed price, added per gallon: \$ \_\_\_\_\_

Additional taxes and fees, per gallon, if any: \$ \_\_\_\_\_

Total price, added per gallon: \$ \_\_\_\_\_

**PROPOSAL BY:** \_\_\_\_\_

(Company Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City/Town) (State) (Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title and Email address)

\_\_\_\_\_  
(Date)