

TOWN OF HOPKINTON

NUMBER 2 FUEL OIL



Town of Hopkinton
Department of Public Works
395 Woodville Road
Hopkinton, Rhode Island 02833

**BID INFORMATION, REQUIREMENTS
AND SPECIFICATIONS**

“NUMBER 2 FUEL OIL”

BID INFORMATION

BIDS DUE BY:

Tuesday, April 16, 2019 at 2:00 p.m.

BID OPENING DATE:

Tuesday April 16, 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:

“NUMBER 2 FUEL OIL”

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

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 "***Number 2 Fuel Oil***".
4. Proposals shall be for the delivery of Number 2 Fuel Oil from July 1st, 2019 through June 30th, 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 1st, 2019 to June 30th, 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 either are 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 “*Number 2 Fuel Oil*” delivery is to include F.O.B. delivery to the locations listed on page 9. 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.
22. Contact Town Manager William A. McGarry at (401) 377-7761 or townmanager@hopkintonri.org with any questions regarding this bidding process.
23. Requested information, including answers to questions, will be posted on the Town’s website, as addendums to the original RFP, as quickly as practicable.

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 "NUMBER 2 FUEL OIL".
- 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 prices must be on the basis of F.O.B. delivery to the following locations:

- Highway Garage, 395A Woodville Road, Hopkinton RI;
- Animal Control, 395B Woodville Road, Hopkinton RI;
- Hopkinton Town Hall, 1 Townhouse Road, Hopkinton RI;
- Crandall House, 188 A Main Street, Hopkinton RI;
- Crandall House Activity Center, 188B Main Street, Hopkinton RI.

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

Liability for product delivery remains with the vendor until the project is complete.

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 Number 2 fuel oil deliveries to the following locations:

<u>Location</u>	<u>Address</u>	<u>Tank Type</u>	<u>Tank Size</u>
DPW Garage	395 A Woodville Road	Above Ground Tank	1,000 Gallons
Town Hall	1 Town House Road	Above Ground Tank	500 Gallons
Crandall House	188A Main Street	Inside Tank	275 Gallons
Activity Center	188B Main Street	Inside Tank	275 Gallons
Animal Control Shelter	395 B Woodville Road	Above Ground Tank	275 Gallons

2. Number 2 Fuel Oil 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 Number 2 Fuel Oil 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 Number 2 Fuel Oil at the Port of Providence, Rhode Island, as listed in the Journal of Commerce on the date of delivery.
5. Bid is predicted on an estimated usage of 7,500 to 10,000 gallons of Number 2 Fuel Oil, annually.
6. All prospective bidders are encouraged to visit these sites 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 Number 2 Fuel Oil to the Town of Hopkinton at the following price, per gallon:

NUMBER 2 FUEL OIL

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)

