



Town of North Kingstown, Rhode Island

**100 Fairway Drive
North Kingstown, RI 02852-6202
Phone: (401) 294-3331
Fax: (401) 583-4140
Web: www.northkingstown.org**

INVITATION FOR BIDS

FUEL OIL CONTRACT – ONE YEAR

*Sealed proposals for the above will be accepted in the Office of the Purchasing Agent, Municipal Offices Building, 100 Fairway Drive, North Kingstown, RI 02852, until 10:00 a.m. on Wednesday, June 5, 2019, and will then be publicly opened and read aloud.

NO BIDS WILL BE ACCEPTED AFTER THE WEDNESDAY, JUNE 5, 2019, 10:00 A.M. DEADLINE.

The bid shall be awarded on the basis of the lowest evaluated or responsive bid price for each Bid Option.

The Town of North Kingstown reserves the right to reject any and all proposals or parts thereof; to waive any formality in same, or accept any proposal deemed to be in the best interest of the Town.

IT IS THE RESPONSIBILITY OF THE PROSPECTIVE BIDDERS TO MONITOR THE TOWN'S WEBSITE FOR ANY SUBSEQUENT BID ADDENDUMS. NO ADDENDUMS WILL BE ISSUED OR POSTED WITHIN FORTY-EIGHT (48) HOURS OF THE BID SUBMISSION DEADLINE.

The Town of North Kingstown will provide interpreters for the hearing impaired at any pre-bid or bid opening, provided a request is received three (3) days prior to said meeting by calling (401) 294-3331, ext. 142.

Purchasing Agent

***PLEASE SUBMIT AN ORIGINAL AND TWO (2) COPIES**

SELECTION CRITERIA

The bid will be evaluated as to R.I.G.L. 45-55-5.(2) “Competitive Sealed Bidding”, and the award shall be made on the basis of the lowest evaluated or responsive bid price.

The following factors will be considered in determining the lowest evaluated or responsive bid price:

Increment Price;

Response Time, Fuel delivery;

Response Time, emergency delivery;

Demonstrated experience in the type of work required;

Meeting the bid/insurance requirements;

Quality of work previously performed by the company for the Town of North Kingstown, if any;

Services offered;

Early Payment Discount.

SELECTION CRITERIA

TOWN OF NORTH KINGSTOWN, RHODE ISLAND
INFORMATION FOR BIDDERS

ARTICLE 1. RECEIPT AND OPENING OF BIDS

Sealed bids must be submitted in SEALED ENVELOPES, addressed to the Purchasing Agent, Municipal Offices Building, 100 Fairway Drive, North Kingstown, Rhode Island 02852, and clearly marked with the name of the item bid, and the date and time of opening. Bids will be received by the Purchasing Agent up to the specified time as noted on the Invitation to Bid, and publicly opened and read aloud at the specified time.

Proposals submitted for a specified item must not be combined under the same cover with any other bid item.

It is the bidder's responsibility to see that his bid is delivered within the time and at the place prescribed. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to any officer or person for the premature opening of a proposal not properly addressed and identified.

Any bid received after the time and date specified shall not be considered, by messenger or by mail, even if it is determined by the Town that such non-arrival before the time set for opening was due solely to delay in the mails for which the bidder is not responsible. Conditional or qualified bids will not be accepted.

ARTICLE 2. PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, both in words and figures. Erasures or other changes must be explained or noted over the signature of the bidder.

Each bid must be submitted in sealed envelopes, clearly labeled, so as to guard against opening prior to the time set therefore.

The Town may consider any bid not prepared and submitted in accordance with the provisions hereof and reserves the right to reject any or all proposals in whole or in part, toward any item, group of items, or total bid; to waive any technical defect or formality in same, or to accept any proposal deemed to be in the best interest of the Town.

In the event more than one item is requested and/or listed on the Proposal Form, bidders may bid on any or all items. The Town reserves the right to make award on an item for item basis or aggregately, whichever may be in the best interest of the Town.

ARTICLE 3. TELEGRAPHIC MODIFICATION

Telephonic, telegraphic or oral bids, amendments or withdrawals will not be accepted.

ARTICLE 4. WITHDRAWAL OF BIDS

Bids may be withdrawn personally or by written request at any time prior to the time specified for the opening. Bids may be modified in the same manner. Negligence on the part of the bidder in preparing the bid confers no right of withdrawal or modification of his bid after such bid has been opened.

ARTICLE 5. QUALIFICATIONS OF THE BIDDER

The Town reserves the right to request each bidder to present evidence that he is normally engaged in purveying the type of product or equipment bid on. No bid shall be considered from bidders who are unable to show that they are normally engaged in purveying the type of product or equipment specified in the bid proposal.

To receive full consideration, the bidder must submit literature and necessary details, when applicable, on the material or service he proposes to furnish in order that the Town may have full information available when analyzing the proposals.

ARTICLE 6. OBLIGATIONS OF THE BIDDER

At the time of opening of bids, each bidder will be presumed to have inspected the Specifications and Contract Documents (including all Addenda) which has been sent to the address given by such bidder. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his bid.

Any exceptions or deviations from the provisions contained in this Specification must be explained in detail and attached to proposal. If such deviations do not depart from the intent of this notice and are in the best interest of the Town, the proposal will receive careful consideration.

ARTICLE 7. 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 unit prices and the extended totals, the unit prices shall govern. In the event that there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

In the event a column headed "Vendor's Offering" is provided in the bid proposal, enter your offering, compliance or non-compliance in each space. DO NOT enter dollar amounts.

The prices in this bid shall be irrevocable for ninety (90) days, or until the bid is awarded by the Town Council. After award by the Town Council, said prices shall then remain firm for the duration of the Contract.

ARTICLE 8. TAX EXEMPTIONS

The Town is exempt from payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 Para. I, as amended. The Town is exempt from payment of Federal Excise Taxes. The prices bid must be exclusive of taxes and will be so construed. Exemption certificates will be completed as required by the successful bidder.

ARTICLE 9. DELIVERY

Delivery shall be F.O.B. North Kingstown, Rhode Island or as specified on the Bid Proposal Form.

ARTICLE 10. CONTRACT PERIOD AND TERM OF AGREEMENT

Contract period: July 1, 2019 - June 30, 2020. If financially advantageous to the Town of North Kingstown, these contracts may be renewed or extended, from time to time, when agreed to, in writing, by both parties.

ARTICLE 11. LABOR REGULATIONS

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

- (a) Contractors shall comply with the provisions of the General Laws of Rhode Island and attention is called to Title 37, Chapter 13, Section 1-16, relative to the payment of wages, obligations and charges by Contractors on public works projects.
- (b) Non-resident Contractors are subject to Section 44-1-16 of the RIGL's, as amended. (OUT OF STATE CONTRACTORS.)
- (c) The successful bidder will be required to comply with the Davis-Bacon Act (40USC 2 to a-7) as supplemented by Department of Labor Regulations 29CFR Part 5.
- (d) The successful bidder will be required to comply with the Contract Work Hours and Safety Standards Act (40USC 327-330) as supplemented by Department of Labor Regulations 29CFR Part 5.
- (e) The successful bidder will be required to comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended, and as supplemented in Department of Labor Regulations 41CFR Part 60.

- (f) The successful bidder will be required to comply with the Copeland "Anti-Kickback" Act (18USC 874) as supplemented in Department of Labor Regulations 29CFR Part 3.
- (g) The successful bidder will be required to comply with the Safety and Health Regulations 29CFR Part 1926 and all subsequent amendments, as promulgated by the Department of Labor.
- (h) The successful bidder will be required to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

ARTICLE 12. LAWS, ORDINANCES AND CODES

All applicable Federal and State Laws, Ordinances and Codes of the Town of North Kingstown and regulations of all authorities having jurisdiction over this Project shall apply to this contract the same as though written herein in full.

The Town of North Kingstown will not award the Contract to any Contractor who is, at the time, ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or is not qualified under applicable Ordinances of the Town of North Kingstown, or the laws of the State of Rhode Island.

TOWN OF NORTH KINGSTOWN

**#2 FUEL OIL
&
#2 DIESEL/WINTER DIESEL BLEND**

Contract Period: July 1, 2019 - June 30, 2020

REQUIREMENTS: The quantities for Fuel Oil are only approximate. More or less may be actually required during the year. Any plus quantities shall be delivered at bid price. Any unused quantities shall be deemed cancelled as of June 30, 2020.

The Town of North Kingstown uses No. 2 Ultra Low Sulfur (ULS) Diesel in the summer months, and a No. 2 ULS Diesel with an additive blend (Winter Diesel) for improving cold weather performance in the winter months, in approximately 40 diesel operated pieces of equipment. The Town is required to pay the State Tax on fuel used in this manner, and all invoices for deliveries made to the pumps at the Public Works Facility (11) and School Dept. Maintenance Bldg. (12) must have the tax included thereon.

The bid is to be awarded by fuel type, with #2 ULS Diesel and #2 ULS/Winter Diesel awarded to a single vendor.

To furnish approximately 125,000 gallons #2 Fuel Oil, more or less, to the following delivery points:

BUILDING	LOCATION	TANK CAPACITY
1. Wickford Elem. School	99 Phillips Street	6,000
2. Town Hall	80 Boston Neck Road	2-330 (660) (vacant)
3. Town Hall Annex	55 Brown Street	2-330 (660) (For Sale)
4. Old Public Works Garage	55 Oak Hill Road	2-500 (1,000) (For Sale)
5. Public Works Facility	2050 Davisville Road	1-1,500
6. N.K. Police Station	8166 Post Road	2-275 (550)
7. N.K. Animal Pound	395 Hamilton-Allenton Road	275
8. Fire Station # 2	1865 Boston Neck Road	275
9. Allen Harbor	20 Bruce Boyer Road	275
10. I. T. Building	120 Fairway Drive	2-275 (550)

To furnish approximately 40,000 Gallons of # 2/Winter ULS Diesel more or less, to the following delivery points:

BUILDING	LOCATION	TANK CAPACITY
11. DPW Facility	2050 Davisville Road	2,000
12. School Dept. Maint. Bldg	100 Fairway Drive	6,000

Furnish approximately 36,000 Gallons of #2 ULS Diesel, more or less, to the following delivery points:

BUILDING	LOCATION	TANK CAPACITY
13. Fire Station #1	8150 Post Road	(2) 2,000
14. Golf Course Maint. Bldg.	Davis St. (Off Callahan Rd.)	500
15. Public Works Facility	2050 Davisville Rd (generator)	350
16. Police Department	8166 Post Rd (generator)	1500
17. Fire Station #2	1865 Boston Neck Rd (generator)	500
18. Fire Station #3	6445 Post Rd (generator)	350
19. Wickford Middle School	250 Tower Hill Rd (generator)	500
20. NK High School	150 Fairway Dr (generator)	350

SPECIFICATIONS:

Bidders must conform to the Department of Health Regulations on limiting sulfur content of fuels and regulations set forth by Mandatory Petroleum Allocation Rules and any other applicable Federal and Rhode Island State regulations and laws. Fuel must also meet the latest version of ASTM D975, Grade No. 2-D S15 or ASTM D396 specifications.

Delivery: All deliveries are to be made by METERED TRUCKS. Stamped meter slips shall be left with the custodian or Town/School staff at each location at time of delivery. In the event no one is at a location at time of delivery, the metered slips are to be forwarded to the Purchasing Agent’s office at the Municipal Offices Building or the North Kingstown School Dept. Other points of delivery may be added during the year, which the Vendor shall provide fuel service to at the bid price. The #2 Fuel Oil shall be delivered on a degree-day basis **and at a minimum of every three weeks**, except for Wickford Elementary, the Town Hall, Town Hall Annex and 55 Oak Hill Road (Old Public Works Garage), which shall be delivered on an on-call, as needed basis. The DPW Facility, 2050 Davisville Road and the NK Animal Pound, 395 Hamilton Allenton Road require deliveries throughout the summer months. All deliveries are to be F.O.B. destinations to tank locations indicated; no extra charges for delivery, handling or other services will be honored.

Deliveries shall be made promptly. Unless otherwise designated, delivery of the fuel shall be made within forty-eight (48) hours of call.

Standard #2 ULS Diesel is to be delivered during summer months – June through September at locations 11 & 12. #2 ULS/Winter Diesel Mix is to be delivered during winter months - October through May- at locations 11 & 12.

Automatic weekly delivery to tanks supplying fueling depots shall occur at locations 11, 12 & 13 (Fire Dept. fuel pump tank).

The vendors, in making deliveries, shall exercise care in preventing spillage at the intake pipe and damage to yards. The Town of North Kingstown and/or the North Kingstown School Committee reserves the right to make claims against the Vendor for any undue damage caused by the Vendor at any delivery point.

Cleaning of Spill Boxes: Vendor shall be responsible for pumping out and cleaning the spill containment boxes for each individual tank, prior to and after each delivery, and properly disposing of any liquid and/or residue.

Disposal of Liquid and/or Residue: The Vendor shall be responsible for the disposal of any material removed from the spill containment boxes at no additional expense to the Owner and shall dispose of same in a lawful manner.

The procedure “sticking the tank” shall be mandatory prior to delivery at all School tanks.

#2 FUEL OIL SPECIFICATIONS:

Fuel Oil is to conform to the United States National Bureau of Standards, the American Society for Testing Materials (ASTM); flash point within range approved by the National Board of Fire Underwriters.

ULTRA LOW SULFUR DIESEL SPECIFICATIONS:

(#2 ULS Diesel Fuel & Winter Diesel)

CETANE INDEX MINIMUM:	41
WATER AND SEDIMENT, VOLUME %:	.05% MAXIMUM
ASH, MASS %:	.003 MAXIMUM PREFERRED, SHALL NOT EXCEED .01% MAXIMUM
SULFUR, PPM	15
COLD FILTER PLUGGING POINT (CFPP), °C:	34-36
SUMMER	-6° MAXIMUM
WINTER	-12° MAXIMUM
WATER AND SEDIMENT % VOLUME:	.025% MAXIMUM
CARBON-RESIDUE ON 10% DISTILLATION, % MASS:	0.35 MAXIMUM
FLASH POINT, °C:	MINIMUM 52

VISCOSITY @40°, mm²/S (cSt):
DENSITY, Kg/m³, °C

1.9 MINIMUM; 4.1 MAXIMUM
MAXIMUM 876

Winter ULS Diesel: Percentage blend of Winter Fuel must be specified on the delivery ticket at the time of delivery in addition to the listed requirements. The finished product shall exhibit good filterability and shall be essentially free of all foreign contaminants including, but not limited to, soaps, gels, emulsive materials and reactive materials such as metals and inorganic basic or acidic compounds. Winter Diesel shall be supplied by the vendor with the lowest increment for diesel fuel. Pricing will be based on the low posted price for winter diesel plus the increment bid and all applicable taxes. All winter diesel supplied must meet specifications for premium diesel fuel. Cloud point and pour point must be appropriate for the geographical area where the fuel will be used by the Town of North Kingstown and North Kingstown School Department and for the season of the year and ambient air temperature according to ASTM D975 as a minimum.

All diesel fuel supplied shall meet all Federal and State Regulations concerning ultra-low-sulfur content.

Charge Rate: Prices charged shall be the posted consumer tank wagon or truck transport, whichever is applicable at the time of delivery, incremental delivery cost and applicable taxes. The increment proposed shall remain firm throughout the term of the contract.

The source document to be used for the posted price used herein shall be the Oil Price Information Service (OPIS) Providence Harbor Pricing, published daily.

Price Change: The successful bidder shall be required to notify the Superintendent of Schools and the Town's Purchasing Agent, in writing, of any increase or decrease in the posted price.

Tests: If, in the opinion of the School Committee or the Public Works Department, an analysis of the delivered fuel is desired, the contractor must agree to meet the cost of no more than two tests to be made at a laboratory acceptable to both parties. In the event such tests show a wide discrepancy in the tested oil, the contractor shall agree to supply the School Department and/or the Public Works Department with proportionate additional fuel at no cost.

Payments: #2 Fuel Oil location #10, Diesel Fuel/Winter Diesel Mix location 12 and #2 Diesel locations 19 and 20, shall be billed individually and directly to the North Kingstown School Department, 100 Romano Vineyard Way, Suite 120, North Kingstown, RI 02852. All other Fuel Oils shall be billed individually and directly to the North Kingstown Public Works Department, 2050 Davisville Road, North Kingstown, RI, 02852.

Upon the receipt of proper invoices, payments will be made within our regular payment schedule. Cash discount, if allowed, will be based on the date each invoice is received by the appropriate office.

TOWN OF NORTH KINGSTOWN, RHODE ISLAND

FUEL OIL CONTRACT – ONE YEAR

PROPOSAL FORM

**TO: Town of North Kingstown
100 Fairway Drive
North Kingstown, RI 02852-5762**

I, (We), the undersigned, agree to furnish to the Town of North Kingstown the following approximate gallons of Fuel Oil for the period as stated, in accordance with the specifications as outlined. The price completed on bid form is the incremental price (for delivery) that will be charged in addition to the CPP daily price and required taxes.

The diesel fuel and winter diesel mix will be awarded to a single vendor.

QUANTITY	DESCRIPTION	DELIVERY PRICE PER GALLON
125,000 Gallons # 2 Fuel Oil (Approximately)		Increment: \$ _____
40,000 Gallons ULS Diesel Winter Blend (Approximately)		Increment: \$ _____
36,000 Gallons #2 ULS Diesel Fuel (Approximately)		Increment: \$ _____

Response Time-Fuel: _____ Hours;

Response Time-Emergency delivery Service: _____ Hours

Terms: _____ -

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE: _____

(Please print name and title)

TEL: _____ DATE: _____

E-mail address: _____

PROPOSAL FORM – Fuel Oil/Diesel/Mix