

LEGAL NOTICE

TOWN OF TIVERTON, RHODE ISLAND INVITATION TO BID PUBLIC WORKS LABOR & MATERIALS

The Town of Tiverton, Rhode Island is soliciting bids from qualified vendors and contractors for public works labor, materials and equipment, each as appropriate for the following:

1. Unleaded Gasoline, Clear Ultra Sulfur Diesel Fuel

Specifications for each of the above may be obtained at the Office of the Town of Tiverton Clerk, 343 Highland Road, or Director, Public Works Department, 50 Industrial Way, Tiverton, RI from 8:30 a.m. to 3:00 p.m. Monday through Friday.

Sealed envelopes containing Bids must be marked with the Item Number & Name on the outside and received at the Office of the Town Clerk, 343 Highland Road, Tiverton, RI no later than 2:00 p.m. on Thursday, June 14, 2018 at which time bids will be opened and publicly read by the Town Administrator or his representative in the Town Council Chambers.

The Town of Tiverton is an Equal Opportunity Employer (EEO/AA)

Nancy L. Mello, Town Clerk

**TOWN OF TIVERTON
INVITATION FOR BIDS
INSTRUCTION TO BIDDERS**

All bidders, by the submission of their bid, covenant to be bound hereby and to perform in accordance with these instructions and conditions, as well as the invitation for bids and the specifications.

1. Any guarantee and/or warranties should be stated in the bid.
2. Bids shall be filed in a sealed envelope, clearly labeled, bearing the number and title of the matter bid upon. Bids must be signed in the name of the bidding company by its duly authorized representative.
3. Whenever an item is named or described, an item "equal" thereto may be furnished.
4. Payments shall be made by the awarding authority within thirty (30) days of delivery and acceptance.
5. Estimated quantities are shown for the initial contract period. Estimated quantities will be used as a basis for determining the low bidder and are **not** expressed or implied to be guaranteed.
6. The contracts shall be awarded to the responsible and responsive bidders who offer the best price, provided that the awarding authority may reject any and all bids, if it is in the public interest to do so. Contracts under this invitation for bid will be awarded to the bidder offering the lowest price for each item or separate line item as listed in the legal notice and specifications. The Town reserves the right to reject any or all bids or to accept the bid it deems to be in the best interest of the Town.
7. Determination of Responsibility
 - a. The Towns in considering each proposal, shall, prior to any determination and subsequent award, investigate and evaluate the contractor to determine whether the contractor is responsible. Consideration may be given to references and other available information indicating the contractor's prior experience in providing similar services, the financial and organizational status of the contractor, and the contractor's prior compliance with applicable laws, ordinances, rules and regulations. No contract will be awarded to any contractor who, as determined by the Town, is not qualified to perform satisfactory service due to an unsatisfactory record or inadequate experience, or who lacks the necessary capital, organization, or equipment to conduct and complete the services in strict accordance with the specifications.

- b. After the opening of sealed proposals, but before the award is made, the Town may require additional information, either technical or general, from any of the qualified contractors in order to determine the award. The information shall be supplemental in nature and may not add to, detract from, or conflict with the contents of the original sealed proposal.
- c. No provision in this request for proposals should be construed to require an award to a contractor who submitted background information, when investigated and verified by the awarding authority, raises significant questions as to its ability to successfully provide the services required.
8. Purchases made by the Town of Tiverton are exempt from payment of Federal Excise Taxes and Rhode Island Tax on Retail Sales.
9. The successful Contractor(s) must maintain at no additional cost to the Towns the following insurance coverage's until the termination of the contract or as otherwise provided below:
- a. Worker's compensation coverage's that meets or exceeds the legal requirements.
 - b. Motor vehicle liability coverage with a minimum combined single limit of liability of Five Hundred Thousand Dollars (\$500,000.00); and
 - c. General liability insurance coverage with minimum limits of One Million Dollars (\$1,000,000.00) per claim and / or occurrence.
10. The Contractor shall be assumed to have complied with all the requirements of the State of Rhode Island prevailing wage law.
11. a. Each bid shall be accompanied by a bid security consisting of a certified check drawn on a national bank or trust company or a Bid Bond in a form satisfactory the Town with a surety company qualified to do business in Rhode Island and satisfactory to the Town, in an amount of equal to five (5%) percent of the total price for the project, payable to the "Town of Tiverton". The "total bid price" shall be determined by multiplying the unit price bid by the Contractor by the estimated amount supplied by the Town for each item bid by the Contractor and adding the totals for all items bid by the Contractor. A Clerk's certificate must accompany each bid bond to signify that the bond has been signed by an authorized officer of the Contractor.
- b. The bid security will be returned to the bidder within fourteen (14) days following the opening of bids, **with the exception of the bid security of the three apparent lowest bidders** for each item or group of items bid. Bid securities of three apparent lowest bidders will be retained until execution of a contract or rejection of all bids. In the event a successful bidder fails to fulfill its bid terms, the bid deposit will be forfeited to the Town.
12. All materials to be delivered at such times and such places as may be directed. Prompt service is required.

13. The contract shall be for an initial period of approximately twelve months from July 1, 2018. By mutual agreement between the Town and the contractor, the Town shall have the option to extend the contract for up to two additional one (1) year periods, commencing July 1, 2019 and July 1, 2020, said options to be exercised in writing by the Town, at least thirty (30) days before the date of which the contract would otherwise expire.
14. Attention is called to the minimum wage rates to be paid under the contract in accordance with State or Rhode Island prevailing wage law.

TOWN OF TIVERTON

UNLEADED GASOLINE, CLEAR ULTRA SULFUR DIESEL FUEL

Sealed proposals are hereby requested for the following fuels:

- 1. Approximately 40,000 gallons of Unleaded Gasoline (Minimum Octane 87)
- 2. Approximately 23,000 gallons of Clear Ultra Sulfur Diesel Fuel

These fuels are to be delivered as needed to the following locations, Tank sizes are listed.

LOCATIONS AND ESTIMATED QUANTITIES

<u>LOCATION</u>	<u>TANK CAPACITY GALLONS</u>	<u>ESTIMATED ANNUAL GALLONS</u>
Unleaded Gasoline 87 Octane		
Public Works Garage 50 Industrial Way	1 – 4,000	40,000
Clear Ultra Sulfur Diesel Fuel		
Public Works Garage 50 Industrial Way	1 – 4,000	30,000

The quantities bid are approximate and are used as basis of comparison for all bids.

The estimated total quantities are 40,000 gallons of Unleaded Gasoline, 30,000 gallons of Clear Ultra Sulfur Diesel Fuel. These are not guaranteed quantities and the actual amount purchased may vary to a higher or lesser degree.

Gasoline price and Diesel price shall be quoted on the Journal of Commerce “Providence” listed low posting on the day of delivery. For bidding purposes, the bidder shall base the bid price on the lowest prices as of June 1, 2018.

The gasoline and diesel prices will be increased or decreased by the same amount as the increase or decrease of the posted prices.

Item 6

Contractor shall give notice of any increase or decrease in fuel price to the Town of Tiverton by attaching evidence of the change in price by the contractor's supplier, to the applicable invoice(s).

Prices shall be F.O.B. delivered at each location specified herein as required.

Requests for increases to compensate for other costs shall not be considered.

Pricing shall be based on Net 30 Days payment.

The Town is exempt from Federal Fuel Tax and State Tax and is not exempt from applicable Motor Fuel Tax.

Bidders may be requested to specify source of fuel supply.

Unleaded gasoline shall have a minimum rating of eighty seven (87) octane.
Fuel shall be free from excessive amounts of solid and foreign material.

The Contractor shall print all fuel delivery receipts on metered tickets at the time of delivery, in duplicate. The receipts shall be signed by a responsible employee of the Town upon delivery of fuel with one of such receipt being retained by the Town employee.

In the event of the contractor failing to deliver sufficient fuel, the Town Administrator may purchase such fuel as is required at the market rates prevailing at the time and any excess in the cost offset fuel shall be charged against the contractor and the whole or part of any sums of money due the Contractor may be applied to meet such excess cost.

Contractor shall be responsible for any spillage and costs related thereto.

Contractor shall be liable of damages to equipment due to inferior gasoline or diesel.

Deliveries are to be made between the hours of 8:00 am and 3:00 pm Monday through Friday for the DPW.

Successful bidder must be covered by all insurance required by law for gasoline delivery.

All bids and any approved contract are subject to any applicable Federal, State and Local Laws including allocations and amendments thereto.

Between November 1 and March 1 diesel fuel shall be treated with an additive to prevent fuel jelling to -15 F.

TOWN OF TIVERTON

UNLEADED GASOLINE, CLEAR ULTRA SULFUR DIESEL

BID FORM

6 – A UNLEADED GASOLINE
 BASIS: LOWEST POSTED PRICE, 6/1/18 \$ _____
 PRICE PER GALLON – BULK DELIVERY, INCLUDING
 RHODE ISLAND MOTOR FUEL TAX AND OTHER
 MANDATORY TAXES. \$ _____
 PRICE PER GALLON \$ _____ X 40,000 GAL. \$ _____

6 –B CLEAR ULTRA SULFUR DIESEL FUEL
 BASIS: LOWEST POSTED PRICE, 6/1/18 \$ _____
 PRICE PER GALLON – BULK DELIVERY, INCLUDING
 RHODE ISLAND MOTOR FUEL TAX AND OTHER
 MANDATORY TAXES. \$ _____
 PRICE PER GALLON \$ _____ X 30,000 GAL. \$ _____

Company _____

Address _____

City, State, Zip _____

Telephone _____

Authorized Representative Signature _____

Authorized Representative Printed Name _____

Title _____