

Francis M. Gomez
Purchasing Agent



Frank J. Picozzi
Mayor

City of Warwick
Purchasing Division
(Mailing Address)
3275 Post Road
Warwick, Rhode Island 02886
Tel (401) 738-2013
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The following notice is to appear on the City of Warwick's website Wednesday, January 11, 2023. The website address is <http://www.warwickri.gov/bids>.

**CITY OF WARWICK
BIDS REQUESTED FOR**

Bid2023-323 City of Warwick (District 6) Gasoline, Low Sulfur Diesel & Ultra Low Sulfur Diesel Fuel

Specifications

Specifications are available in the Purchasing Division, located at 65 Centerville Road, Monday through Friday, 8:30 AM until 4:30 PM on or after Wednesday, January 11, 2023.

Submissions

Sealed bids will be received by the Purchasing Division no later than 11:00 AM, Tuesday, January 31, 2023. The bids will be opened publicly commencing at 11:00 AM on the same day at 65 Centerville Road, Suite D.

Delivery

All bids must be sealed. If delivering in person or sent by delivery service (FedEx/UPS/DHL etc..) use physical address 65 Centerville Road, Warwick, RI 02886, Suite D. If sent via United States Postage Service use mailing address 3275 Post Road Warwick, Rhode Island 02886.

Awards

Awards will be made on the basis of the lowest evaluated or responsive bid price. Please note that no bids can be accepted via email or fax.

Individuals requesting interpreter services for the hearing impaired must notify the Purchasing Division at 401-738-2013 at least 48 hours in advance of the bid opening date.

Original Signature on File

Francis M. Gomez
Purchasing Agent

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

Acknowledgement of Addendum (if applicable)

| Addendum Number | Signature of Bidder |
|------------------------|----------------------------|
| _____ | _____ |
| _____ | _____ |

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY ADDRESS: _____

BIDDER'S SIGNATURE: _____

BIDDER'S NAME (PRINT): _____

TITLE: _____ TEL. NO.: _____

EMAIL ADDRESS: _____*

*Please include your email address. Future bids will be emailed, unless otherwise noted.

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II. AWARD AND CONTRACT:

The CITY OF WARWICK, acting as duly authorized through its Purchasing Agent/Finance Director/Mayor, accepts the above bid and hereby enters into a contract with the above party to pay the bid price upon completion of the project or receipt of the goods unless another payment schedule is contained in the specifications. All terms of the specifications, both substantive and procedural, are made terms of this contract.

DATE: _____

Bid2023-323

Purchasing Agent

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

CERTIFICATION & WARRANT FORM*

**This form must be completed and submitted with sealed bid.
Failure to do so will result in automatic rejection.**

Any and all bids shall contain a certification and warrant that they comply with all relevant and pertinent statues, laws, ordinances and regulations, in particular, but not limited to Chapter 16- Conflicts of Interest, of the Code of Ordinances of the City of Warwick. Any proven violation of this warranty and representation by a bidder at the time of the bid or during the course of the contract, included, but not limited to negligent acts, either directly or indirectly through agents and/or sub-contractors, shall render the bidder's contract terminated and the bidder shall be required to reimburse the City for any and all costs incurred by the City, including reasonable attorney fees, to prosecute and/or enforce this provision.

Signature

Date

Company Name

Address

Address

***This form cannot be altered in any way**

**CITY OF WARWICK
NOTICE TO BIDDERS**

Bid2023-323 City of Warwick (District 6) Gasoline, Low Sulfur Diesel & Ultra Low Sulfur Diesel Fuel

If you received this document from our homepage or from a source other than the City of Warwick Purchasing Division, please check with our office prior to submitting your bid to ensure that you have a complete package. The Purchasing Division cannot be responsible to provide addenda if we do not have you on record as a plan holder.

Bids received prior to the time of the opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a bid not properly addressed and identified. No bids will be accepted via facsimile or email.

The opening of bids will be in the order established by the posted agenda and the agenda will continue uninterrupted until completion.

Once an item has been reached and any bids on that item has been opened, no other bids on that item will be accepted and any such bid will be deemed late.

The City of Warwick, in addition to soliciting bids in response to this bid, may consult, consider, and make an award for any and all open bid offers for a comparable unit as sought herein at the following websites:

RI State MPA: <https://www.ridop.ri.gov/contract-portal/>

NASPO: <https://www.naspo.org/>

NJPA (National Joint Powers Alliance): [https://www.njpacoop.org/cooperative purchasing](https://www.njpacoop.org/cooperative-purchasing)

MHEC (Massachusetts Higher Education Consortium): <https://www.mhec.net>

Once an item has been reached and any bids on that item has been opened, no other bids on that item will be accepted and any such bid will be deemed late.

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap for any position for which the employee or applicant is qualified and that in the event of non-compliance the City may declare the contractor in breach and take any necessary legal recourse including termination or cancellation of the contract.

A bidder filing a bid thereby certifies that no officer, agent, or employee of the City has a pecuniary interest in the bid or has participated in contract negotiations on the part of the City, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same call for bids, and that the bidder is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or firm.

All bids should be submitted with one (1) original and three (3) copies in a sealed envelope, which should read: *YOUR COMPANY NAME* plainly marked on the exterior of the envelope as well as "Bid2023-323 City of Warwick (District 6) Gasoline, Low Sulfur Diesel & Ultra Low Sulfur Diesel Fuel."

All proposals submitted become the property of the City and will not be returned. If the company intends to submit **confidential or proprietary information** as part of the proposal, **any limits on the use or distribution of that material should be clearly delineated in writing. This information should be submitted in a sealed envelope, clearly labeled confidential** and where it should be submitted in the response. Please be advised of the Freedom of Information Act as it may pertain to your submittal.

Should you have any questions, please contact Christy Moretti, DPW, 925 Sandy Lane, Warwick, RI at 401-921-9602, and/or Asst. Chief Umbenhauer, Fire Department, at 401-468-4044 and/or Major Andrew Sullivan, Police Department, at 401-468-4230 and/or Mike Bedard, Sewer Authority, at 401-468-4724.

All bids should be written in ink or typed. If there is a correction with whiteout, the bidder must initial the change.

Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it is open.

Any deviation from the specifications must be noted in writing and attached as part of the bid proposal. The bidder must indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

The IRS Form W-9 available on www.warwickri.gov should be completed and submitted with the bid if the bidder falls under IRS requirements to file this form.

The successful bidder must provide the City of Warwick with an original **Certificate of Insurance** for General & Automobile Liability in a minimum amount of \$1 million. The certificate of insurance must name the **City of Warwick as the additional insured** and so stated on the certificate with the bid name and bid number. It is the vendor's responsibility to provide the City of Warwick with an updated certificate of insurance upon expiration of the original certificate.

For a bid to be awarded to a corporation, limited liability company or other legal entity, prior to commencing work under the awarded bid, that corporation, company or legal entity may be required to provide to the Purchasing Agent a **Certificate of Good Standing** dated no more than thirty (30) days prior to the date upon which the bid approval was made.

The successful bidder will provide said **Certificate of Insurance** and **Certificate of Good Standing** within ten (10) calendar days after notification or the City reserves the right to rescind said award.

Prices to be held firm April 10, 2023 through April 9, 2024. Term contracts may be extended for one (1) additional term upon mutual agreement unless otherwise stated.

The contractor must carry sufficient liability insurance and agree to indemnify the city against all claims of any nature, which might arise as a result of his operations or conduct of work.

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

The Purchasing Agent reserves the right to reject any and all bids, to waive any minor deviations or informalities in the bids received, and to accept the bid deemed most favorable to the interest of the City.

The successful bidder must comply with all Rhode Island Laws applicable the public works projects, including, but not limited to provisions of Chapter 13 of Title 37 of the

Rhode Island General Laws, pertaining to prevailing wage rates, and all other applicable local, state and federal laws.

The City reserves the right to terminate the contract or any part of the contract in the best interests of the City, upon 30-day notice to the contractor. The City will incur no liability for materials or services not yet ordered if it terminates in the best interests of the City. If the City terminates in the interests of the City after an order for materials or services have been placed, the contractor will be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

No extra charges for delivery, handling or other services will be honored. All claims for damage in transit will be the responsibility of the successful bidder. Deliveries must be made during normal working hours unless otherwise agreed upon.

All costs directly or indirectly related to the preparation of a response to this solicitation, or any presentation or communication to supplement and/or clarify any response to this solicitation which may be required or requested by the City of Warwick will be the sole responsibility of and will be borne by the respondent.

If the respondent is awarded a contract in accordance with this solicitation and the respondents bid or response and if the respondent fails or refuses to satisfy fully all of the respondents obligations thereunder, the City of Warwick will be entitled to recover from the respondent any losses, damages or costs incurred by the City as a result of such failure or refusal.

The City reserves the right to award in part or full and to increase or decrease quantities in the best interest of the City.

Any quantity reference in the bid specifications are estimates only, and do not represent a commitment on the part of the City of Warwick to any level of billing activity. It is understood and agreed that the agreement will cover the actual quantities ordered during the contract period.

The City reserves the right to rescind award for non-compliance to bid specifications.

The successful bidder must adhere to all City, State and Federal Laws, where applicable.

**CITY OF WARWICK
SPECIFICATIONS FOR GASOLINE, LOW SULFUR DIESEL AND
ULTRA LOW SULFUR DIESEL**

1. Proposals shall be to furnish unleaded gasoline and diesel fuel to the City of Warwick, as per attached specifications.
2. To be delivered F.O.B. destination to the tank locations indicated hereafter.
3. A detailed list of City of Warwick annual estimated consumption of gasoline, tank locations and sizes, type of gasoline/diesel fuel are included within the specifications. Quantities given are approximate, based upon past usage, and are not guaranteed.
4. Contract period will be April 10, 2023 through April 9, 2024.
5. All purchases will be subject to delivery arrangements of the City of Warwick and the vendor and subject to arrangements for placement of orders, billing, and payment by the City of Warwick.
6. Unless otherwise designated, delivery of the fuel and/or any services shall be made within forty-eight (48) hours of call. No additional delivery fees will be accepted by the City of Warwick for any reason, including emergency situations (i.e. delivery expected within twenty-four (24) hours of a delivery request).
7. Deliveries must be made promptly. Should the contractor fail to deliver gasoline within the prescribed time, the City reserves the right to purchase the order elsewhere, in which event, any extra cost of purchasing such gasoline may be charged against the contractor/vendor and may be deducted from any monies due or which may come due. Prompt delivery must be construed to mean forty-eight (48) hours after placement of order. It is understood however, that any non-delivery of fuel by the contractor/vendor occasioned by acts of God and other causes beyond the contractor's control will not be subject to the above provisions.
8. Contractor must adhere to all EPA requirements.
9. Prices proposed must be the posted consumer tank wagon or truck transport, whichever is applicable at the time of delivery, less discount. The discount proposed will remain firm throughout the term of the contract.
10. The source document to be used for the posted price used herein shall be the Oil Price Daily provided by Oil Price Information Service (OPIS), Port of Providence. The price must be based on the daily unbranded low rack price as provided for gasoline and diesel fuel, plus or minus the increment. Fuel must be priced on the day of delivery.
11. The bidder must furnish a statement on his letterhead giving a complete description of all exceptions to the specifications. Failure to furnish the statement will mean that the bidder agrees to meet all requirements of the specifications.

Continued next page

12. Contractors must be prepared at all times to furnish engineering services, when so requested, and to investigate and report to the City of Warwick on any complaint that might arise in connection with the use of their fuel in City of Warwick vehicles.
13. During the term of the contract, a quart sample of fuel, representative of the shipment received, may be taken from each delivery by the department supervisor at random and forwarded to an independent laboratory for examination. The City of Warwick will have the right to request the vendor to remove such fuel at no cost to the City if the test shows deficiencies. Should the test show deficiencies, the vendor will be required to pay the cost of the independent laboratory test. All gasoline or diesel fuel that is not satisfactory, as caused by the presence of foreign matter or other similar reasons, even though the fuel meets the technical requirements, must immediately be replaced by the vendor at no cost to the City of Warwick.

14. Technical Specifications

The gasoline to be furnished under this contract must conform to all latest applicable safety and quality standards, ASTM Specifications D4814-88 and product furnished to the refiner's retail service stations.

- Minimum octane rating for Regular Unleaded Gasoline must be 87
- Minimum octane for Unleaded Plus must be 89
- Minimum octane rating for Super-Unleaded Gasoline must be 92

The diesel to be furnished under this contract must conform to all latest applicable and safety standards ASTM Specifications D975-046 and EPA Standards.

15. The Public Works Department is requesting the option of the fuel tank levels to be monitored remotely by the awarded vendor(s) and automatic deliveries will be scheduled based on a low fuel level as determined by the Automotive Chief.
16. Regarding diesel fuel, the Public Works Department will require weekly deliveries averaging from 3500 gallons to 5500 gallons. As well, in the case of a weather event, the Public Works Department will require delivery of any amount to ensure that there is enough fuel on hand for the duration of said event.

17. APPLICABLE TAXES/FEES:

- RI Motor Fuel (excise) Tax
- Leak Underground Storage Tank Trust Fund (LUST Tax)
- RI Oil Spill Prevention Tax
- Federal Oil Spill Tax
- Underground Storage Tank Fee (only applicable to underground tank)
- Federal Superfund Tax (if applicable)

Note that applicable taxes and federal environmental fees are to be billed as separate line items on invoices.

PLEASE DO NOT INCLUDE APPLICABLE TAXES ON PRICING SHEET

ESTIMATED USAGE

| Dept. | Tank Location | Tank Capacity | Unleaded | Plus Unleaded | Winter Diesel | Ultra Diesel |
|-------------------------|-----------------------------|----------------------|-----------------|----------------------|----------------------|---------------------|
| | | | | | | |
| DPW& Schools | 925 Sandy Lane | 6,000 | 155,000 | | | |
| | | 12,000 | | | 85,000 | 227,000 |
| | | | | | | |
| Fire | St. 2 771 Post Rd. | 1,000 | | | | 13,000 |
| | St. 3 2373 W. Shore | 1,000 | | | | 15,000 |
| | St. 6 456 W. Shore | 1,000 | | | | 7,500 |
| | St. 9 314 Common. | 1,000 | | | | 21,000 |
| | St. 10 225 Potowomut Rd. | 1,000 | | | | 3,500 |
| | | | | | | |
| Police | 99 Vet. Mem. Dr. | 12,000 | | 150,000 | | |
| | | | | | | |
| Sewer | WWTF-Diesel | 4,000 | | | | 4,000 |
| | Apponaug PS | 500 | | | | 250 |
| | Knight St. PS | 500 | | | | 250 |
| | Cedar Swamp PS | 500 | | | | 250 |
| | E. Hoxie PS | 200 | | | | 100 |
| | Lakeshore South PS | 250 | | | | 100 |
| | WWTF-Gasoline | 1,000 | 5,300 | | | |

***NOTE: The Department of Public Works shall be delivered and utilize the OPIS unbranded unleaded ethanol gasoline pricing for Providence, RI.**

CITY OF WARWICK

BID AND CONTRACT FORM

TITLE OF SPECIFICATION: Bid2023-323 City of Warwick (District 6) Gasoline,
Low Sulfur Diesel & Ultra Low Sulfur Diesel Fuel

I. BID:

WHEREAS, the CITY OF WARWICK has duly asked for bids for performance of services and/or supply of goods in accordance with the above-indicated specifications.

The person or entity does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the bid price below;

This offer will remain open and irrevocable until the CITY OF WARWICK has accepted this bid or another bid on the specifications or abandoned the project.

The bidder agrees that acceptance by the CITY OF WARWICK will transform the bid into a contract. This bid and contract will be secured by Bonds, if required by the specifications.

Pricing as Follows

Continued next page

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

(PRICING SHEET MAY NOT BE CONFIDENTIAL)

Bid2023-323 City of Warwick (District 6) Gasoline, Low Sulfur Diesel & Ultra Low Sulfur Diesel Fuel

PLEASE DO NOT INCLUDE APPLICABLE TAXES

| Item # | BRAND | FIRE ONLY | POLICE ONLY | DPW ONLY | SEWER ONLY |
|---------------|------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| | | <u>INCREMENT</u> <u>(+/-)</u> | <u>INCREMENT</u> <u>(+/-)</u> | <u>INCREMENT</u> <u>(+/-)</u> | <u>INCREMENT</u> <u>(+/-)</u> |
| 1 | Unleaded | | | | |
| 2 | Plus Unleaded | | | | |
| 3 | Winter Diesel | | | | |
| 4 | New Ultra Diesel | | | | |