



**Solicitation Information  
December 30, 2015**

**RFP # 7550166**

**TITLE: MPA 114 – DELIVERY OF MOTOR FUEL INCLUDING BIO DIESEL**

**Submission Deadline: Thursday January 21, 2016 at 11:00 AM (Local Time)**

**PRE-BID CONFERENCE No**

Questions concerning this solicitation may be emailed to the Division of Purchases at [thomas.bovis@purchasing.ri.gov](mailto:thomas.bovis@purchasing.ri.gov) and must be received no later than **1/11/2016 at 4 PM (LT)**. Questions should be submitted in Word format. Please reference the RFP # on all correspondence. Answers to questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

**SURETY REQUIRED: No**

**BOND REQUIRED: No**

Vendors must register on-line at the State Purchasing Website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

**Thomas Bovis  
Interdepartmental Project Manager**

**NOTE TO VENDORS:**

Offers received without the entire completed RIVIP Generated Bidder Certification Form attached may result in disqualification.

**THIS PAGE IS NOT A BIDDER CERTIFICATION FORM**

## **Background information**

The State of Rhode Island requests responses from qualified Contractors to provide the delivery of four grades of fuel for motor road use. Regular Unleaded gasoline (87 Octane), B-5 (5%) BioDiesel blends, B-20 (20%) BioDiesel blends and B-100 (100%) BioDiesel to eligible entities within the State fuel sites identified on the Location Listing. (See Exhibit A)

This solicitation consists of two (2) categories. Category 1, Regular Unleaded 87 octane; Category 2, BioDiesel B-5, B-20 & B-100. Vendors may submit a proposal for either category or both. It is not required to submit a cost proposal for both Category 1 and 2 in order for the vendor's proposal to be considered.

## **Differential (unit) Pricing/Price Response**

Provide a statewide Differential price over the lowest "Resellers Rack Price" Port of Providence as published each day in the OPIS- Oil Price Information Service (formerly The Journal of Commerce) for Regular Unleaded gasoline (87 Octane), B-5 (5%) BioDiesel (Summer & Winter Blend), B-20 (20%) BioDiesel (Summer & Winter Blend) and B-100 BioDiesel (Summer and Winter Blend).

Vendors are responsible to provide a Differential (unit) Price on the Bid Form(s) included within the solicitation. The Differential (unit) price offered will represent per gallon pricing and will be added to the daily index price on day of delivery.

**Rack pricing used for B-5, B-20 & B-100 Diesel will be determined by the Providence Ultra Low Sulfur Diesel rack price.**

Fuel will be priced daily on the day of delivery.

Price is net freight on board (F.O.B.) destination including all customs duties and charges and delivery into Agency's storage tanks. No additional charges will be accepted, except as noted in the RFQ.

The following exceptions to the OPIS-Oil Price Daily postings will apply. Saturday, Sunday and Monday Holiday pricing will be based on the previous Friday's Posting. Prices in effect for midweek or Friday holidays will be based on prices posted for the preceding day.

Corrections to posted prices previously stated in the OPIS-Oil Price Daily will be considered only when caused by a typographical or clerical error on the part of said service provided.

## **Taxes**

This contract is subject to the following Taxes/Fees ONLY:

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

These fees must be shown as separate line items on the invoice.

**Invoice**

Vendor is required to invoice the receiving agency bimonthly, on a calendar month basis. Invoices must be substantiated by copies of the delivery/loading slips metered and signed by the State. Vendor must also include a copy of the posting from OPIS for the day of delivery with each invoice. Vendor's invoice to show increment + or - (plus or minus) in decimals, + plus the posted price.

**Price Response Sheet**

For purposes of this RFQ, the differential prices submitted on the Price Response Sheet, must be provided in cents per gallon. Differential pricing quoted are to be expressed to four (4) decimal places.

**Contract Duration**

The initial term of this Contract is one (1) year. In addition, this Contract has four (4), one (1) year options with a maximum Contract term of five (5) years (including the initial term and all possible renewal options).

If, over the life of the Contract, the State determines that additional Contractors should be added, these may first be drawn from qualified companies which responded to this Bid but were not awarded contracts. If necessary to meet the requirements of the State, the Bid may be reopened to obtain additional Quotes.

**Estimated Value of the Contract**

Quantity amount usage is approximate and the distribution points are meant to cover the entire State. Additional deliveries, within reasonable distance of awarded delivery points, must be accepted by vendors at the proposed bid price.

The State makes no guarantees that any commodities or services will be purchased from any contract resulting from this RFQ. Any estimates or past procurement volumes referenced in this Bid are included only for the Bidders, and are not to be relied upon as any indication of future purchase levels. See Exhibit B estimated usage annual gallons Unleaded. See Exhibit C estimated usage annual gallons Diesel. These amount indicted within Exhibits are derived from reported deliveries during the period of 1/1/2014 - 12/31/2014.

**Volume/Guaranty of Purchases under this Contract**

Any volume estimates provided in this RFQ are included only for the convenience of bidders, and are not to be relied upon as any indication of future purchase levels. Neither the State nor the contract users make any guaranty of volume of gasoline/fuel to be purchased under this contract.

**Testing of Gasoline/Fuels**

It is agreed that high quality gasoline/fuel, meeting the specifications of the customer order is a paramount goal of this contract. Regular Unleaded gasoline (87 Octane) shall meet ASTM 4814 standards, B-5 (5%) BioDiesel shall meet ASTM D975 and B-20 (20%) BioDiesel shall meet ASTM D7467 standards. The Contractor assures the State that there are high quality control mechanisms in place to assure the quality of gasoline and biodiesel. All biodiesel fuels, prior to blending with diesel fuel, must meet the latest ASTM D6751 specifications as well. The Contractor will supply evidence of its quality control plan, if requested by the State. If customer has evidence to believe that the Contractor has

gasoline/fuel of an inferior quality, questionable grade, or with contaminants contained within the customer will;

- Have independent testing performed at the contract user's expense, or
- Request that the Contractor have an independent lab conduct such testing and provide results to the Agency and Procurement Manager Energy –Operational Services Division.

If tests show that gasoline/fuel is substandard, then deliveries will be suspended until appropriate standards are met. Any damages or losses incurred by the State will be charged to Contractor. The contract may be cancelled if, in the opinion of State the gasoline/fuel supplied or the method of delivery is unsatisfactory. The State may use another supplier, if suspension of deliveries is deemed necessary.

### **Title to Gasoline/Fuel**

The Contractor warrants that it has good and merchantable title to the gasoline/fuel supplies that will be supplied in meeting its obligations pursuant to this bid and resulting contract. Further the Contractor warrants that the gasoline/fuel that it sells to the State and/or other eligible contract user is free from liens and adverse claims of every kind. The Contractor or its successor shall indemnify and hold the State harmless against all loss, damages, and expense of every kind on account of adverse claims which attach before delivery to the contract users' sites. The title to such gasoline/fuel will pass to the contract user (buyer) at the delivery point(s).

### **Quantity of Gasoline/Fuel**

The Contractor is obligated to supply to full gasoline/fuel requirements of the contract user to include the purchase, transport, and delivery of gasoline/fuel to each contract user. The Contractor is responsible for all costs associated with the transport of gasoline/fuel to the contract user's tank.

### **Reliable Supply**

The Contractor will take all reasonable and prudent steps to insure contract users of a continuous supply of gasoline/fuel.

### **Replacement Costs**

If the Contractor is unable to supply the required volume of quality of gasoline/fuel, and the contract user is required to purchase gasoline/fuel from another supplier, the Contractor will be responsible to pay the price differential and any associated penalties incurred by the contract user. The Contractor shall be responsible for the net cost difference between replacement gasoline/fuel cost and the cost of the contracted gasoline/fuel supply, plus any associated penalties, if the Contractor is unable to fulfill the obligations for reasons other than force majeure. The State and any other eligible contract user reserve the right to withhold that portion of the previous month's balance due to satisfy the Contractor's obligation in this section.

### **Contract Termination**

In the event the contract is terminated for non-performance, the Contractor is responsible for payment of all cost incurred by the State in replacing gasoline/fuel to include removal of defective gasoline/fuel,

and any delivery charges as well as any and all cost incurred which exceed the costs the State would have incurred were the contract still in place.

### **Call to Order**

All deliveries will be on a call to order basis.

### **Delivery**

All deliveries must be metered onto trucks at the loading terminal. Partial loads may be loaded exactly and kept separately in different compartments on the trailer. Upon delivery, drivers are to gauge tank before and after delivery to verify quantity. Quantity on meter tickets from loading terminals maybe used for billing purposes. Vendor must supply copy of receiving slip with invoice.

Carriers will pick-up products at a designated location, sign proper receipt documents and effect subsequent delivery to sites as may be directed by the State of Rhode Island ordering office.

The State reserves the right to cancel its agreement upon thirty (30) days written notice as a result of any charge established and required by State office of Purchases procedure to government regulation.

Vendor is required to invoice the receiving agency bimonthly, on the calendar month basis. Invoices must be substantiated by copies of delivery/loading slips metered and signed by the State. Vendor must also include a copy of posting from OPIS for the day of delivery with each invoice. Vendor must supply a copy of receiving slip with invoice.

Delivery products to be made within twenty four (24) hours of request. Emergency deliveries as soon as possible.

Delivery drivers are required to reseal lids of manholes on iron casting rings following delivery.

Contractor(s) (awarded bidders) must verify operational details about sites which are located within the delivery locations. Prior to initial delivery the Contractor should verify water and sediment levels in storage tanks. These levels must be reported in writing to the user agency for any tanks which require attention. Contractors must deliver to all identified sites that are accessible by truck. Delivery of gasoline/fuel must be made on days and during hours that are acceptable to contract users. Lead time for normal delivery will be 24 hours; 48 hours for holidays and weekends. Deliveries must be in compliance with all applicable Local, State and Federal laws and regulations. Contractors are responsible for paying for any damages they cause at a site.

Trucks must be equipped with adequate spill containment equipment/supplies & the driver must be trained in the proper usage of that equipment.

The State reserves the right to inspect delivery trucks to verify quantity being delivered. The delivering Contractor must supply means of inspection. Further, facilities management may choose to physically measure the gasoline/fuel level in a storage tank before and after delivery ("sticking") in order to verify the amount delivered.

### **Emergency Delivery/Dispatch Services**

Contractor must have available dispatch services 365 days a year / 24 hours a day / 7 days a week. The need for emergency delivery will occur and the Contractor must provide 24 hour, 365 day coverage.

### **State of Emergency/Disaster**

In the event of, and for the duration of, any state of emergency or disaster declared by the Governor, the Contractor for any zone in which the emergency or disaster is officially declared shall be prepared to provide continuous twenty-four hour service as directed by the State. For the purpose of maintaining necessary communications and service, the Contractor will designate a primary contact person. The Contractor guarantees that the person so designated will be available throughout the emergency.

### **Guarantee/Accidents/Spills**

The Contractor guarantees to furnish protection from damage to the agency's building, grounds and/or equipment occurring on account of, or in connection with, or occasioned by, or resulting from the furnishing and delivery of gasoline/fuel under this contract and shall be liable for any damages for which its employees are responsible.

This liability includes and is not limited to spoils occurring during delivery. The Contractor shall provide constant surveillance during delivery by having a person in attendance at all times at point of transfer. A department ordering too much gasoline/fuel will not relieve the vendor of responsibility.

While performing work under this contract, the Contractor shall be responsible for completing cleanup of any spills or accidental releases to the environment at no cost to the State. The Contractor shall notify all local, state and federal authorities as required by law in the event of such a release or threat of release. The Contractor will immediately notify the user facility contact person, in writing, in the event of a spill, release, or threat of a release to the environment and prior to initiating clean up response actions, If prior notification of the facility contact is not possible, then the Contractor shall take appropriate response actions, and notify the contact person, in writing, as soon as possible thereafter.

### **USE OF SUBCONTRACTORS FOR DELIVERY AND/OR OTHER SERVICES**

In the event the bidder proposes to use subcontractors to provide any services, the name(s), address, telephone and fax number and a detailed description of the services to be provided by the subcontractor(s) are required to be submitted as part of the bid response for approval. The State reserves the right to request additional information or to inspect their facilities in order to determine their ability to satisfactorily perform the services under this RFQ.

Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

End.

**Supply Gasoline to various State of Rhode Island Locations per solicitation specifications.**

**RFQ #755XXXX-Gasoline Unleaded 87 Octane**

**Category 1 -Price Response Form**

**Bidder Name:**

**Provide a statewide Differential price over the lowest "Resellers Rack Price" Port of Providence as published each day in the OPIS- Oil Price Information Service (formerly The Journal of Commerce) for Regular Unleaded gasoline (87 Octane)**

**All pricing must be submitted to the fourth decimal place \$0.0000**

Gasoline Regular Unleaded (87 Octane)	Differential Price

I certify that, to the best of my knowledge and understanding, the price quotations above are correct.

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Supply Bio-Diesel Fuel for motor road use to various State of Rhode Island Locations per solicitation specifications.**

**RFQ #755XXXX- Bio-Diesel B-5, B-20 & B-100**

**Category 2 -Price Response Form**

**Bidder Name:**

Provide a statewide Differential price over the lowest "Resellers Rack Price" Port of Providence as published each day in the OPIS- Oil Price Information Service (formerly The Journal of Commerce) for B-5 (5%) Bio-Diesel and B-20 (20%) Bio Diesel

**All pricing must be submitted to the fourth decimal place \$0.0000**

Bio-Diesel B-5 (5%) Summer Blend	Differential Price
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Bio-Diesel B-5 (5%) Winter Blend	Differential Price
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Bio-Diesel B-20 (20%) Summer Blend	Differential Price
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Bio-Diesel B-20 (20%) Winter Blend	Differential Price
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Bio-Diesel B-100 (100%) Winter Blend	Differential Price
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Bio-Diesel B-100 (100%) Summer Blend	Differential Price
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I certify that, to the best of my knowledge and understanding, the price quotations above are correct.

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**RI STATE FLEET OPERATIONS**

**EXHIBIT A**

SITE NAME & LOCATION ADDRESS	TELEPHONE NUMBER	HOURS OF OPERATION	CAPACITY OF FUEL TANKS	
			DIESEL	ESTIMATED ANNUAL GALLONS
URI Physical Plant Garage 9 Rhody Ram Way Kingston, RI	401-874-2681	7 Days - Open 24 hours Unleaded - Diesel - CNG	12,000 UST	17,418.00
Charlestown (DOT) Facility 4782 Post Road Charlestown 02813	401-364-7232 401-364-9208	7 Days - Open 24 hours Unleaded - Diesel	6,000 AGST	12,364.00
Hope Valley (DOT) Facility 51 Bank Street Hope Valley 02832	401-539-2916 401-539-2991	7 Days - Open 24 hours Unleaded - Diesel	6,000 AGST	35,466.00
Middletown (DOT) Facility 122 Wyatt Road, Middletown 02842 (Route 138--left at RI Nursery)	401-847-4455	7 Days - Open 24 hours Unleaded - Diesel	6,000 UST	3,692.00
Veterans Cemetery 301 South County Trail Exeter, RI	401-295-2436	Mon - Fri 7:00am - 3:30 pm Unleaded - Diesel	2,000 UST	6,720.00
Belleville (DOT) Facility 439 Tower Hill Road North Kingstown 02852	401-294-9613 401-295-7804 401-884-3488	7 Days Open 24 hours Unleaded - Diesel	6,000 UST	36,423.00
Zambarano Hospital 2090 Wallum Lake Road Pascoag, RI	401-567-5573	7 Days Open 24 hours Unleaded - Diesel	2,000 AGST	5,405
Portsmouth (DOT) Facility 171 Anthony Road Portsmouth, RI 02871	401-683-1070 401-683-1071 401-683-7938	7 Days Open 24 hours Unleaded - Diesel	6,000 UST	30,698.00
Lincoln (DOT) Facility 680 Geo. Washington Hwy., (Rte. 116) Lincoln 02865	401-333-1615 401-333-1616 401-231-4501	Mon - Fri 7:00 am - 3:30 pm Unleaded - Diesel	6,000 UST	30,480.00
Cherry Hill (DOT) Facility 317 Cherry Hill Road Johnston 02919	401-231-6330 401-231-6375	7 Days Open 24 hours Unleaded - Diesel	6,000 UST	7,603.00
Glocester (DOT) Facility 648 Putnam Pike (Route 44), Chepachet 02814	401-568-4322 401-647-2083	Mon - Fri 7:00 am - 3:30 pm Unleaded - Diesel	6,000 AGST	25,578.00
Scituate (DOT) Facility 34 Springbrook Road, (behind Nat. Guard) Scituate 02857	401-647-5484 401-647-5520	Mon - Fri 7:00am - 3:30 pm Unleaded - Diesel	6,000 AGST	17,254.00
East Providence (DOT) Facility 691 Warren Avenue East Providence 02915	401-431-5401 401-431-5402	Mon - Fri 7:00 am - 3:30 pm Unleaded - Diesel	6,000 AGST	27,402.00
Pontiac 1375 Pontiac Avenue, Cranston, RI	401-222-2949 401-823-3176 401-826-0573	7 Days Open 24 hours Unleaded - Diesel - CNG	12,000 UST	48,654.00
Midstate (DOT) Facility 2400 New London Turnpike East Greenwich 02818		Mon - Fri 7:00am - 3:30 pm Unleaded - Diesel	6,000 AGST	41,070.00