



CITY OF ROCHELLE

REQUEST FOR BIDS

VENDOR SITE PETROLEUM FUELING

RFP# 2020-01

November 26th, 2019

RESPONSE DUE DATE: 10:00AM December 20th, 2019

Interested Vendors must submit a response of one (1) original and one (1) copies no later than 10:00AM December 20th, 2019. All proposals should be addressed to:

City of Rochelle
RE: (Vendor name)
Vendor Site Petroleum Fueling
Attention: Sue Messer
City Clerk
420 North 6th Street
Rochelle, Illinois 61068
815-562-6161

**LEGAL NOTICE
INVITATION TO BID
VENDOR SITE PETROLEUM FUELING**

Sealed bids for Delivered Petroleum Fuel for the City of Rochelle, to be completed by Friday December 20th at 10:00AM. Bids must be mailed or hand delivered to the address listed below. Bids will be publicly opened and read aloud at the time and place stated below. Proposals not physically received by the City by 10:00AM Friday December 20th, 2019 will be returned, unopened to the firm. All proposals should be addressed to:

City of Rochelle
RE: (Vendor name)

Attention: Sue Messer
City Clerk
420 North 6th Street
Rochelle, Illinois 61068
815-562-6161

Proposal packets are available online at <https://www.cityofrochelle.net/>. Additional packets can be picked up at the Rochelle City Hall Reception Desk at the address listed above.

Each bidder is to submit their bid as indicated on the bid sheet provided

Emailed or fax bids will not be accepted.

The City of Rochelle reserves the right to reject any or all bids and to waive any informality in bidding.

Award of contract: The City of Rochelle City Council will make the final award of the proposal or contract after it has been reviewed and approved by the Rochelle Public Works Department.

Contract: The specifications herein set forth shall constitute the Contract.

All costs incurred by the bidder in preparation, printing, demonstration or negotiation of its statement of qualifications shall be borne by the bidder. This RFP does not obligate or commit the City of Rochelle to pay any costs incurred in the preparation and submission of this request for proposals or to contract for the good/ services specified. Further, the City of Rochelle is not obligated to pay any costs incurred by any bidder as a direct result of errors or omissions committed by the City of Rochelle employees or agents in the preparation of this solicitation and the processing of the bidder's statement of qualifications. It is incumbent upon each bidder submitting an RFP to verify the accuracy of the information herein contained based upon each bidder's research and information, and to immediately advise the City of Rochelle of any discrepancies.

VENDOR SITE PETROLEUM FUELING BID SPECIFICATIONS

Section 1 | Definitions

The Term “City” whenever used in the contract documents shall be construed to mean the City of Rochelle. The term “Agencies” shall mean the City of Rochelle and its Departments including Administration, Airport, Building Division, Cemetery, Communications, Electric, Engineering, Fire, Golf Course, Police, Streets, Water, and Water Reclamation, collectively or individually. The terms “Contractor”, “Bidder”, and “Vendor” shall mean the entity awarded the Contract contemplated by this bid.

Section 2 | Scope of Work

This contract is for the sale of gasoline and diesel fuel to the City of Rochelle Agencies indicated above. The City is seeking Fueling services on a 24/7 (24 hours a day, 7 days a week) basis.

The requirements below are intended to give a general guideline or parameters for what the City of Rochelle will require. It is encouraged that bidders provide additional features and options that are available with their fuel solution. The bidder’s technical RFP presented should address the requirements below, as well as explain and/or describe additional features, options and benefits of the proposed solution.

Section 2.1: Approximate Usage.

Estimated annual fuel usage on fleet fueling is 50,000 Plus gallons of unleaded gasoline, and diesel. Approximate usage does not constitute an order, but only implies the probable quantity the City of Rochelle will use. Product(s) Services(s) will be ordered on an as-needed basis. Other pertinent information is as follows:

Section 2.3: Authorized Vehicles.

Approximate number of vehicles to be authorized: 100 current. The City of Rochelle reserves the right to add or delete any vehicle at any time without additional expense.

Service shall be available, to an unlimited number of vehicles. At the City of Rochelle’s discretion, they should be able to add vehicles at will, without any additional fees.

Section 2.3: Location.

The City of Rochelle’s fleet usage is primarily in the City of Rochelle but is open to potential use in any location which accepts vendor’s fueling. Fuel is purchased on an as-needed basis, with no guaranteed minimum per month to be purchased.

Section 2.4: Fees.

The RFP must describe in detail the nature and extent of all fees applicable to their program, i.e., monthly/annual card fees, transaction fees, software fees, report fees, etc. Complete Attachment “C” Fees & Discount Rebate Form and include in your proposal.

Section 2.5: System Access.

The City of Rochelle desires that the vehicle cards be assigned by specific department and that the Employee be assigned an ID/PIN number by the City of Rochelle which shall be valid for use with any Rochelle authorized vehicle. A four-digit, all numeric PIN is preferred.

- a) Explain the process of issuing cards:
 - i. Initial use
 - ii. Additional issue
 - iii. Reissue/renewal
- b) Explain in detail your company's process of issuing Employee ID/PIN numbers. The City of Rochelle should have the ability to assign the PIN numbers.

Section 2.6: Rochelle Responsibilities.

The bidder shall provide monthly statements of all charges and other amounts due. The City of Rochelle shall be responsible for all authorized charges, provided that the use is within the required authorization control limits assigned by the City of Rochelle. All non-electronic sites shall be noted on the monthly billing. Any purchase which was not electronically authorized and may result in a balance temporarily exceeding the billing cycle or single purchase limits shall not constitute any additional charges being added to the billing.

Non-fuel transactions shall be flagged, and item(s) purchased shall be identified on billing and reports. *Original fuel card receipts shall be given to the driver at the time of the purchase.*

Section 2.7: Security.

The City of Rochelle shall not be liable for charges resulting from the unauthorized use of any credit card. For this purpose, an unauthorized use is one that was incurred by someone other than an authorized Rochelle employee who did not have actual, implied, or apparent authority to use the City of Rochelle credit card. Please provide your company's security measures concerning lost/stolen cards, as well as security measures to ensure that no unauthorized use of the cards occurs at such time when at the pump card use is not available and a manual inside transaction is required.

Section 2.8: Customer Service.

Bidder shall provide driver receipts for all purchases; shall provide 24-hour customer service for any problems arising from fueling; and shall provide 24-hour customer service for reporting lost/stolen cards or unauthorized users. Please provide a listing of all other services provided by your company. Also, please indicate if new vehicle information packets are furnished by your company and what charge, if any, is applicable. Website access for adding, terminating, or re-instating vehicles is required, with optional telephone access.

Section 2.9: Cancellation of Cards.

Please include in the RFP your company's procedure for cancellation of cards. Website access is highly preferred.

Section 2.10: Cash Advances Are Not Authorized.

The fleet card shall not be used, under any circumstances, for cash advances from banks, automated teller machines, or any location providing such advances. The bidder shall ensure that all accounts are blocked from this type of activity.

Section 2.11: Reporting and Replacement of Lost/Stolen Cards.

Please provide the City of Rochelle with your company's detailed procedure for reporting and replacing lost/stolen cards.

Section 2.12: Reports and Website Viewing.

The bidder shall include as part of the RFP a detailed listing of all reports available to the City of Rochelle under the standard agreement and costs, if any associated with each report. Bidder shall state if information is available for a selected time frame (i.e. from date to date) and/or on a daily, weekly and monthly basis. Also, please indicate if custom reports are available and the cost associated with such reports if applicable. Please submit a sample copy of all reports detailed in this section. Bidder shall describe manner of reporting and identifying non-fuel products purchased such as DEF, oils, antifreeze, etc.

Please give details and list services/reports that would be available to the City of Rochelle through your website. The City of Rochelle highly prefers to have the ability to view drivers and status, both active and inactive; view vehicles and status, both active and inactive; request vehicle status change via internet; request to add vehicle via internet; ability to view current transactions; and to view report data. In addition, the system should have the ability to export transaction data to the City of Rochelle in excel format. Transaction data should include but not be limited to: date, time of transaction, location, vendor name, quantity purchased, odometer reading and cost per gallon, gross cost, federal taxes, net cost, vehicle identification and product.

Section 2.13: Invoicing.

Please furnish sample invoicing. The City of Rochelle highly prefers to have the ability to receive invoicing via email.

Section 2.14: Pump Transaction Data.

All fuel transactions shall require vehicle ID and an odometer entry or equipment identifier for non-vehicular purchases. At a minimum, the bidder shall insure that the following data is contained on the original receipt given to the driver at the time of each fleet card purchase:

- Name of fueling site
- Employee PIN
- Vehicle Card Number
- Odometer Reading
- Location of fueling site
- Transaction date
- Transaction time
- Number of fuel gallons
- Fuel type (unleaded regular, unleaded plus, unleaded premium, E85)
- Fuel cost per gallon
- Total fuel cost
- Non-fuel purchase, if any
- Total Sale

Please indicate whether the above information will be included on receipts for manual purchases also. If all information will not be included, please indicate the items that will be included.

Section 2.15: Tax Exemption.

The City of Rochelle is by law exempt from certain fuel taxes and shall not pay or reimburse the bidder with respect to any local, state and federal taxes. The City of Rochelle will provide tax information to the bidder upon request.

Section 2.16: Disputed Transactions.

The bidder shall include as part of this RFP an explanation of their dispute resolution process. The City of Rochelle reserves the right to modify or not consider this process as they deem necessary in the final agreement.

Section 2.17: General Information Requested.

The bidder shall provide in the submittal of the RFP the following information:

- Location of all stations that accept the fuel card offered in City of Rochelle.
- Total number of fueling sites in Ogle County.
- Turnaround time for vehicle and driver authorization. Should indicate the time via fax/telephone, US mail, email or website.

Section 2.18: Discounts/Rebates.

The bidder should indicate the price per gallon discount/rebate off the pump prices offered to the City of Rochelle, if any. If a sliding scale, please indicate. Bidders pump pricing shall be in line with the daily average pump pricing of other vendors within the City limits of Rochelle.

In no way should the bidder offer discounts/rebates to any driver for personal use. *All discounts/rebates should be strictly enforced, and all discounts/rebates applied to City of Rochelle purchases only.*

Section 2.19: Miscellaneous Information Requested.

Bidder shall include with their RFP a detailed list of any/all charges that may be incurred by the City of Rochelle, which have not been covered in this RFP document on Attachment C.

Section 3 | Terms and Conditions

The Bidder is responsible for being familiar with all conditions, instructions, and documents governing this project and bid. Failure to make such investigation and preparations shall not excuse the Contractor from performance of the duties and obligations imposed under the terms of this contract. The Bidder acknowledges that local ordinance permits the City to give preference to local businesses.

Section 3.1: Contract Award

The City anticipates awarding the contract at the January 13, 2020 Rochelle City Council meeting.

Section 3.2: Contract Term

The contract is January 2020 through December 31, 2020. Renewal Option: The contract shall be for a twelve-month period but may be extended on a yearly basis January 1 - December 31 at the option of the Agencies in their sole and absolute discretion, for up to two additional years, on the terms in the bid document submitted in response to the request for proposal.

Section 3.3: Payment Terms.

Payment terms are Net not later than 30 days after receipt of correct invoice. The City of Rochelle is responsible for all payments for services provided within the scope of the terms of the RFP. All billing and invoicing shall be addressed to each Department and invoiced monthly to City of Rochelle, Administrative Services, 420 N 6th Street, Rochelle, Illinois 61068

Payment will be made in accordance with the Local Government Prompt Payment Act (50 ILCS505/). The vendor shall submit monthly invoices to the City of Rochelle Administrative Services after delivery of goods.

Section 3.4: Non-Defaulter to Rochelle.

Bidder shall not be in default to the City of Rochelle for any fee and/or amount owed to the City of Rochelle, i.e. nonpayment of real and/or personal property taxes, fines, liens, income tax, invoices, etc.

Section 3.5: Advertising.

The bidder agrees not to use the name of the City of Rochelle as part of any advertising.

Section 3.6: Inspection at Bidder's Site.

The City of Rochelle reserves the right to inspect, at a reasonable time, the equipment and/or facilities of a prospective bidder prior to contract award, and during the contract term, as necessary for the City of Rochelle's determination that such equipment and/or facilities are in adequate and suitable working order for proper and effective performance of services to be rendered (i.e. no broken gas pumps/equipment, cleanliness of facility, etc.).

Section 4 | Rejection of Bids**Section 4.1: Right to Cancel**

The City reserves the right to cancel invitations for bids or requests for proposals without penalty when it is in the best interest of the City. Notice of cancellation shall be sent to all individuals or entities solicited.

Section 4.2: Right to Reject

The City reserves the right to reject any or all bids, to waive any minor informality or irregularity in any bid, to negotiate changes and/or modifications with the lowest responsible bidder and to make award to the response deemed to be the most advantageous to the City. Bidders shall be required to comply with all applicable federal, state, and local laws, including those relating to employment of labor without discrimination based on age, race, color handicap, sex, national origin or religious creed.

Section 4.3: Non-Conformance

Any bid not conforming to the specifications or requirements set forth in the bid request may be rejected.

Section 4.4: Un-Responsible

Bids may also be rejected if they are made by a bidder that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

Section 5 | Termination for Force Majeure

The City may, by written order, terminate the contract or any portion thereof after determining that for reasons beyond either the City or Contractor control, the Contractor is prevented from proceeding with or completing the work as originally contracted for, and that termination would, therefore, be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, Executive Orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, and restraining orders or injunctions obtained by third-party action where the issuance of such order or injunction is primarily caused by acts of omissions of persons or agencies other than the Contractor.

When this contract, or any portion hereof, is terminated or cancelled by the City, and the Contractor released before all items of work included in this contract have been completed, payment will be made for the actual number of units delivered at contract unit prices, and no claims for loss of anticipated profits or other damages will be made and are hereby waived.

Section 6 | Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend, save, and hold the Agencies, their trustees, officers, employees, agent, attorneys and lenders (collectively the "Indemnitees") harmless from and against all loss and expense (including, but not limited to, reasonable attorney's fees and other costs and expenses) by reason of any liability or allegation of liability, against the Indemnitees, or any of them, for damages because of property damage or bodily injury, occupational sickness or disease, including death, resulting therefrom, caused or alleged to be caused by the Contractor or its employees or agents, while engaged in the performance of duties under this contract, however such injuries may be caused, whether attributable to a breach of statutory duty or administrative regulation or otherwise, or damage or injury, directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the work or the failure to protect the delivery site, or the travel to or from the site. Without limiting the generality of the foregoing, the defense and indemnity set forth in this section includes, subject only to the limitations contained in this section, all liabilities, damages, losses, claims, demands and actions on account of bodily injury, death or property loss to an Indemnitee or to any other person or entities, whether based upon, or claimed to be based upon, statutory, contractual, tort or other liability of any Indemnitee. In addition, such defense and indemnity shall include all liabilities, damages, losses, claims, demands and actions for defamation, false arrest, malicious prosecution or any other infringement or similar rights.

The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnitee for its own negligence, to the extent not permitted by law or to eliminate or reduce any other indemnification, right or remedy which the Agencies are otherwise entitled to assert.

Section 7 | Compliance with Laws and Regulations

In connection with the performance of the work, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligation or duty upon the Contractor.

Section 8 | Insurance Requirements

The Contractor will be required to meet the City of Rochelle insurance requirements. Unless otherwise specified the Contractor shall, before commencing satisfactory to the City of Rochelle an additionally named insured in the following minimum amounts with specific coverage which includes underground, explosion, and collapse.

Property Damage	\$1,000,000 (each accident)
Bodily Injury	\$500,000 (each person)
	\$1,000,000 (each accident)
Employer's Liability Insurance	\$100,000
Contractual Liability Insurance	\$500,000
Completed Operations Insurance	\$500,000
Workmen's Compensation Insurance	All Liability imposed Workmen's Compensation Stature

Section 9 | Material

- A. 87 Octane Unleaded Gas: Unleaded gasoline shall have a minimum octane rating of 87 and shall not contain more than 10% alcohol-based fuel. It shall comply with all the latest federal and state requirements for unleaded fuels.
- B. Ultra-Low Sulfur Diesel Fuel: ULS Diesel Fuel must be a high quality ULS Bio-Diesel (B2) blend. Diesel Fuel will be seasonally and geographically blended for low temperature and performance, as to ensure a low cloud point and pour point.
- C. Diesel Fuel must have:
1. Specifications per ASTM D975 S15
 2. A dispersant to guard against clogging filters
 3. An extra lubricity added
 4. Glycol Ether to shed water
 5. An antioxidant for storage life
 6. A metal deactivator to suppress gum and varnish
 7. A corrosion inhibitor
 8. A low sulfur content, .05 wt. % maximum
 9. Must be blended with a minimum 2% pure Bio-Diesel (Specifications per ASTM D6751-08 Standards for S15 Grade)
 10. Winter blend shall be with ULSD #1 per ASTM specifications

Section 10 | Ineligible Contractors or Vendors

Each proposal, bid or quotation must also include a listing of all intended subcontractors. Bids received from any City debarment listed contractor in response to an invitation for bids shall be entered on the abstract of bids and rejected. Proposals, quotations, or offers received from any listed contractor shall not be evaluated for award or included in the competitive range, nor shall discussions be conducted with a listed officer or during a period of ineligibility. If the period of ineligibility expires or is terminated prior to award, the City may, but is not required to, consider such proposals, quotations, or offers.

Section 11: Proposal Organization and Format.

RFP should be submitted on 8.5 by 11-inch paper bound securely. RFP must contain and be organized as shown below.

- ATTACHMENT A: RFP Acknowledgement and Anti-Collusion Certification.
- ATTACHMENT B: RFP: Fleet Fuel Services.
- ATTACHMENT C: Fees, Discounts & Rebates Overview.
- Any other information bidder feels relevant to this RFP.

ATTACHMENT A
RFP ACKNOWLEDGEMENT AND ANTI-COLLUSION CERTIFICATION

The undersigned certifies that: (1) he/she is duly authorized to submit and execute this proposal and (2) the vendor and its principles, shareholders, members, partners, employees and/or agents have not and will not attempt to lobby (directly or indirectly) the City of Rochelle employees or agents of the City with regard to this proposal.

The undersigned further certifies that the enclosed proposal is submitted in accordance with all instructions, specifications, definitions, conditions contained herein and that the undersigned is aware that failing to submit a conforming proposal may result in partial or full rejection of the proposal.

Company Name

Authorized Signature

Date

Print / Type Signatory Name

Address

Position / Title

County / State

Zip Code

Phone Number

Fax Number

E-mail

Web Page

ATTACHMENT B
RFP: FLEET FUEL SERVICES

Date: _____

Bidder Information:

Name of Company/Business: _____

Individual Partnership Corporation LLC Other (provide info)

Address: _____

Telephone #: _____

Number of Years in business: _____

Business Information (in City limits): Name of Business: _____

Address Location: _____

Authorized Contact Person: _____

Telephone # of Authorized Contact Person: _____

Federal Tax ID #: _____ State Tax ID #: _____

Copy of W-9 sent along with bid.

General Information:

Are there any capacity issues to deliver the proposed fuel usage? YES NO

Provide a brief company/business history: _____

Other information (past accomplishments/projects that have impacted the City): _____

Services. Provide an overview/procedure of the following services:

Support Services: _____

System Access Process as outlined in Section 2.5: _____

Issuance/Cancellation of Cards: _____

Reporting lost/stolen Cards: _____

Disputed Transaction Resolution: _____

Ability to block cash advances as outlined in Section 2.10: _____

Liability and Security of Cards: _____

Location of all stations that accept fuel card offered in Ogle County: _____

List issues with pump transaction data as outlined in Section 2.14: _____

Website availability for report viewing as outlined in Section 2.12: _____

Report types available via website as outlined in Section 2.12: _____

Invoicing via email: _____

Other services provided: _____

ATTACHMENT C Fees, Discounts & Rebates Overview

Fees: Bidder must describe in detail the nature and extent of all fees applicable to their program: i.e. monthly/annual card fees, transaction fees, software fees, report fees, etc.

FEES:	
Monthly Card Fees	
Annual Card Fees	
Transaction Fees	
Late Payment Fees / Late Charges	
Software Fees	
Report Fees	
Charges for replacement cards (lost or stolen)	
APR%	
Other Fees or Charges:	

Discounts/Rebates: The Bidder should indicate the price per gallon discount/rebates off the pump prices offered to the City of Rochelle, if any. If a sliding scale, list the breaks based on volume of gallons purchased per month.

Flat Rate

Discounts/Rebates Per Gallon:	

Sliding Scale

Gallons Per Month	Discounts/Rebates Per Gallon:

CONTRACTOR BID AGREEMENT

TO: City of Rochelle
420 N 6th Street
Rochelle, IL 61068

The undersigned bidder, in compliance with your advertisement for bids for work as specified, and related documents prepared by or at the direction of the City of Rochelle, Owner, and being familiar with all conditions surrounding the work, including availability of labor and material, does hereby propose to furnish materials, labor, equipment and services and pay for same and shall perform all work required for the completion of the Project, in accordance with the Contract documents and at the price provided.

Bidder certifies this bid to be for the project described in the Instruction to Bidders document and to be in accordance with plans, specifications and Contract documents, including the invitation for bids.

In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the Contractor. Any claims for an increase of the Contract time shall be made in writing to the City within seven (7) days of the cause.

Signed _____

Print Name _____

Title _____

Company Name _____

Date _____

ELIGIBLE CONTRACTOR AND SUBCONTRACTOR CERTIFICATE

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation of either State Law or City Code regarding ineligible contractors.

(Printed Name of Contractor)

Address

City State Zip Code

Signature of Authorized Representative

Title Date