



**CITY OF ROCHELLE**

**REQUEST FOR BIDS**

**DELIVERED PETROLEUM FUEL**

**RFP# 2020-01**

**November 26<sup>th</sup>, 2019**

**RESPONSE DUE DATE: 10:00AM December 20<sup>th</sup>, 2019**

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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)  
Delivered Petroleum Fuel  
Attention: Sue Messer  
City Clerk  
420 North 6<sup>th</sup> Street  
Rochelle, Illinois 61068  
815-562-6161

**LEGAL NOTICE  
INVITATION TO BID  
TO PROVIDE PETROLEUM FUEL**

Sealed bids for Delivered Petroleum Fuel for the City of Rochelle, to be completed by Friday December 20<sup>th</sup> 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 20<sup>th</sup>, 2019 will be returned, unopened to the firm. All proposals should be addressed to:

City of Rochelle  
RE: (Vendor name)  
Delivered Petroleum Fuel  
Attention: Sue Messer  
City Clerk  
420 North 6<sup>th</sup> 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.

# **PETROLEUM FUEL 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 and delivery of gasoline and diesel fuel to the Agencies at the addresses indicated in the contract documents.

## **Section 3 | 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 4 | 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 of 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 5 | Basis of Payment**

This work will be paid for at the contract price per unit for Gasoline, Diesel and additives.

The Agencies will be responsible for F.E.T. Tax, Illinois Environmental Impact Fee, Underground Storage Tax and State Motor Fuel Tax.

## **Section 6 | Billing and Invoicing**

Billing shall be done on gross gallons.

Taxes are not included in the bid price.

Weekly pricing is Monday to Monday for rack pricing using Chicago, Illinois as the OPIS city.

The contracted award price shall be the contractor's mark-up above the weekly low posted rack price in the Chicago area.

All billing and invoicing shall be addressed to each Department and invoiced monthly to City of Rochelle, Administrative Services, 420 N 6<sup>th</sup> 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 7 | Contract Award**

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

## **Section 8 | Rejection of Bids**

**8.1** 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.

**8.2** 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.

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

**8.4** 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 9 | 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 extend not permitted by law or to eliminate or reduce any other indemnification, right or remedy which the Agencies are otherwise entitled to assert.

**Section 10 | 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 11 | Ineligible Contractors or Vendors**

Each proposal, bid or quotation must also include a listing of all intended subcontractors. Bids received from any 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 12 | 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 13 | Contract Term**

The contract is January 1, 2020 through December 31, 2020. All fuel shall be delivered to the respective Agencies by 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 14 | Delivery**

Fuel is to be delivered to:

- A. City of Rochelle – address in Section 15
- B. The average load sizes will vary.
- C. The deliveries are tank wagon.
- D. The vendor shall supply a pump to transfer fuel into the tanks.
- E. A meter truck is required.
- F. Delivery hours are between 7:00 am and 2:30pm Monday through Thursday.
- G. Vendor shall check the tank on a weekly basis and fill the tank before it gets below 50% full.
- H. The Agencies will notify the vendor of additional fills in emergency situations. These emergency orders must be filled within 6 hours.
- I. All loads shall be split by product.

## **Section 15 | Tanks**

- A. All tanks are above ground.
- B. Tank sizes and ownership are:
  - 1. City of Rochelle Street Department - 251 E First Avenue
    - (a) Ultra Low Sulfur Diesel Fuel - 1,000 gallons
    - (b) Off-Road Diesel – 500 gallons
    - (c) Gasoline – 500 gallons
  - 2. Fairways Public Golf Course - 533 S Seventh Street, Rochelle
    - (a) Ultra Low Sulfur Diesel Fuel - 300 gallons
    - (b) Gasoline – 300 gallons

## **Section 16 | Quantity Requirements**

The Agencies estimate the following quantities may be needed during the life of this contract:

- A. Estimated Quantities
  - 1. City of Rochelle Street Department
    - (a) 12,500 gallons of diesel fuel
    - (b) 3,500 gallons of diesel Fuel
  - 2. Fairways Public Golf Course
    - (a) 2000 gallons of diesel fuel
    - (b) 3500 gallons of 87 octane gasoline
- B. Decreases to Estimated Quantities: The quantities heretofore identified are estimated only.

The Agency reserves the right to decrease the amount of fuels purchased under this contract with no penalties, fees, or additional charges.

## Section 17 | 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

**BID SHEET**

All Bidders shall state their contract price per gallon from February 1, 2020 through December 31, 2020.

Renewal option: The contract shall be for a twelve-month period but may be extended on an annual basis 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.

All Bidders shall use low Posted Rack Fuel State of Illinois pricing, OPIS or equal service. Price set is from 10:00am Monday through 10:00am the following Monday.

Your price over weekly posted price:

Gasoline \_\_\_\_\_ \$ above Rack Price (2020)

**Option years:**

\_\_\_\_\_ \$ above Rack Price (2021)

\_\_\_\_\_ \$ above Rack Price (2022)

#1 Diesel \_\_\_\_\_ \$ above Rack Price (2020)

**Option years:**

\_\_\_\_\_ \$ above Rack Price (2021)

\_\_\_\_\_ \$ above Rack Price (2022)

#2 Diesel \_\_\_\_\_ \$ above Rack Price (2020)

**Option years:**

\_\_\_\_\_ \$ above Rack Price (2021)

\_\_\_\_\_ \$ above Rack Price (2022)

The cost of any anti-gel or other winter additives to be agreed upon at the discretion of the Agencies and purchased separately at said time.

PRINTED NAME \_\_\_\_\_

SIGNED \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

Date \_\_\_\_\_

IN WITNESS WHEREOF, in consideration of the mutual covenants recited herein the bid agreement of which is mutually acknowledged, the duly and properly authorized representatives of the Parties have agreed to and executed this Agreement on the dates listed below:

**CITY OF ROCHELLE**

By: \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

DATE: \_\_\_\_\_, 2020

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized agents, this contract in DUPLICATE, each of which shall be deemed original, on the day and year first written.

\_\_\_\_\_  
(Printed Name of Contractor)

\_\_\_\_\_  
Address Date

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title Date

\_\_\_\_\_  
Jeff Fiegenschuh, City Manager

Attest \_\_\_\_\_ Title \_\_\_\_\_

**NON-COLLUSION CERTIFICATE**

The Undersigned Bidder is not barred from bidding for tis Contract as a result of a violation 720 ILCS 5/33E concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts.

\_\_\_\_\_  
(Printed Name of Contractor)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title Date

**CONTRACTOR BID AGREEMENT**

TO: City of Rochelle  
420 N 6<sup>th</sup> 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.

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(Printed Name of Contractor)

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Address

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City State Zip Code

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Signature of Authorized Representative

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Title Date