

CHAMPAIGN COMMUNITY UNIT SCHOOL DISTRICT NO. 4
Champaign, Illinois

**PETROLEUM PRODUCTS
2017-2018**

BID SPECIFICATIONS

I. INTRODUCTON

Background

The Champaign Community Unit School District No. 4, Champaign County, Illinois (hereinafter referred to as “DISTRICT”), a public school district, is soliciting the submission of sealed bids to furnish diesel fuel, regular unleaded gasoline, and propane fuel for the period July 1, 2017 to June 30, 2018. DISTRICT reserves the right to temporarily extend this contract for an additional 90 calendar days from its expiration date for any reason. Bids must be effective for 60 days following deadline for the receipt of bids.

Deadline for Bids

To be considered, all bids must be received by Thursday, May 4, 2017, 9:00 a.m. Bids must be submitted to Brittany Tammen, Champaign Community Unit School District No. 4, 703 South New Street, Champaign, IL 61820. Faxed and/or emailed bids will not be accepted in response to this bid request.

Bids will not be accepted after 9:00 a.m. on Thursday, May 4, 2017.

Sealed bids will be opened and read at a public bid opening at 9:00 a.m. on May 4, 2017, at the School District Office located at 703 South New Street, Champaign, IL.

II. SCOPE OF WORK

Specifications

DISTRICT is not providing detailed specifications for each type of fuel requested; however, it is required that each bidder complete the information requested on each type of fuel bid (see Bid Sheets). The “trade name” of the fuel being bid must be stated. The successful Contractor(s) for either the diesel fuel and/or the regular unleaded gasoline shall be fully responsible for making fuel deliveries that are in full compliance with all EPA regulations.

The following specifications are for the above-ground storage tank which needs to be provided for the propane fuel.

- 3,000-Gallon Propane Tank and Blocks
- GG 20 Nozzle

- DC550 Diamond Plate Cabinet or Equivalent
 - Cable Kit for Easy Operation and Internal Valve
 - 1 ¼” Bottom Outlet Tank
 - Dimensions approximately 51 H x 48 W x 40 D
- Pump/Size: Corken C125M or Equivalent
 - 5 HP 3 Phase
 - 1” Neptune Meter with Veeder Root Register or Equivalent
 - 12 ft. Hose Assembly with ¼” Pull-Away Coupling
 - Piping Kit with Rego A3209R 1/14” Internal Valve or Equivalent
 - Pump Capacity—Maximum 15 GPM

The following specifications are regarding the propane refueling:

- Vendor will Provide Propane Refill Training for New Drivers
- DISTRICT will Provide Electric Power and Protection Barriers for Refueling Site

DISTRICT will need on-site fueling until tank is installed.

This is a requirement contract for the items specified and effective for the contract period stated. The quantities specified are based on our best estimates for probable usage only and the exact quantity for any item is not known. If DISTRICT’S requirements do not result in orders totaling the “estimated” quantities described, that fact shall not constitute the basis for an equitable price adjustment. All orders received by the Contractor(s) during the term of the contract shall be filled in accordance with the terms and conditions set forth herein.

Authorized DISTRICT personnel shall order fuels to be furnished under this contract. Such orders shall be issued throughout the effective period of said contract, and with said orders being placed on as “as-needed” basis, generally once monthly.

Contract Assignment

The contract shall not be assigned in whole nor in part without the written consent of the Board of Education, and in no case shall such consent to sublet relieve the assigned Contractor(s) of any of the obligations, terms of conditions of the contract.

Site Visitation

The Contractor(s) is/are responsible for acquainting themselves with the location of the delivery sites to make certain there will be no problems with deliveries.

Deliveries

Deliveries shall be made by tanker truck to DISTRICT’S Transportation Department located at 1400 North Hagan Drive, Champaign and pumped into 10,000-gallon underground storage tanks. In addition, deliveries for propane can be made by either a tanker truck or straight truck and pumped into an above-ground 500 gallon propane tank. All deliveries must be made between the hours of 8:30 a.m. and 3:00 p.m., Monday through Friday. No deliveries will be accepted on those days observed as District-wide school holidays.

In addition, DISTRICT has an occasional need for diesel fuel to be delivered by straight truck and pumped into a 200-gallon above-ground storage tank (filled three times a year and each delivery consists of 200 gallons) located

at 913 South Crescent Drive (behind Centennial High School), Champaign. This fuel is used for off-road grounds equipment.

Invoicing and Payment Procedures

1. All invoices submitted for payment during the course of this contract shall list the price of the fuel according to **DTN, Marathon Terminal rack price**, plus the constant factor for transportation and delivery costs, applicable taxes (Illinois State, L.U.S.T., and environmental impact fee), and profit. **A copy of the pertinent section of DTN, Marathon Terminal rack price, must be provided with each invoice submitted.**
2. The price per gallon for each delivery shall be determined by taking the fluctuating price of the fuel on the date of delivery according to DTN, Marathon Terminal rack price and adding the constant price bid for the transportation and delivery costs, and profit margin.
3. DISTRICT is not subject to Illinois State Sales Tax and an Exemption Certification will be provided upon request.
4. Effective April 1, 1988, the Internal Revenue Service issued rules and regulations pertaining to the Excise Tax on fuels. These regulations permit State and Local government purchases of fuel for the exclusive use by these governmental bodies to remain tax-exempt. Based upon this, an integral part of this bid requires the Contractor(s) to submit invoices exclusive of this tax. The District is willing to provide the Contractor(s), for each delivery, a certificate so that the Contractor(s) may claim reimbursement.
5. All deliveries are to be invoiced on the gross gallon amount delivered.
6. The schedule for payment of invoices is the second and fourth Friday of each month. The deadline for receipt of invoices to be included in either of these cycles is the Friday prior to the second and fourth Friday.

Fuel Testing

All fuel delivered to tanks may be tested at random intervals by a testing bureau on behalf of the Board of Education, for the purposes of conducting an analysis comparing the type of fuel bid and the fuel delivered to DISTRICT'S storage tanks. It shall be the joint responsibility of the Contractor(s) and DISTRICT to secure the test sample of fuel. The cost of conducting this test by a testing bureau shall be paid for by the Board of Education. In case the analysis does not comply with the specifications stated in this bid, the Board of Education reserves the right to withhold payment for such fuel delivered until a satisfactory settlement may be reached. Should samples of fuel that are taken from succeeding deliveries reveal non-compliance with specifications, the Board of Education reserves the right to cancel the contract for fuels.

Industry Strikes

If at any time during the term of the contract a strike in the industry makes it impossible for fuel to be delivered, the Contractor(s) shall give written notice to DISTRICT. It shall be the duty of the Contractor(s) to keep the Board of Education informed at all times of the possibility of such a strike and to take all precautions to fulfill the contract in a timely manner so that all of DISTRICT'S fuel tanks may be filled before such strike occurs.

III. INSTRUCTIONS

Bid Instructions

Careful attention must be paid to all required items contained in this bid. Bids shall be submitted in accordance with the requirements of this bid. Please read the entire package before bidding. Failure to follow instructions in this bid could result in the disqualification of a respondent's bid.

Bid Content

The entire set of documents constitutes the bid. The respondent must include all of the information described in this bid. Bids without all of this information will be disqualified; however, DISTRICT reserves the right, in its sole discretion, to waive minor technicalities and errors, in its best interest. All bids shall be submitted in a sealed envelope with "BID: PETROLEUM" description and opening date indicated on the outside of the envelope. All bids become the property of DISTRICT and will not be returned.

The price bid shall consist of two parts. The first part of the bid price shall be the price per gallon of different types of fuel on the date of **April 27, 2017**, in accordance with **Digital Transmission Network (DTN), for the Marathon Terminal rack price, Champaign, Illinois**. This price will be permitted to fluctuate upward and downward during the course of the contract. The second part of the bid price consists of the price determined by the Contractor(s) for his transportation and delivery costs, plus profit margin. This part of the bid will remain firm for the length of the contract. Please examine carefully the following paragraphs as they relate to information necessary for preparation of your bid.

1. All firms submitting a bid should have identical information for the first part of the bid price; i.e., the price per gallon of the specific type fuels on **April 27, 2017 (4/26 6:00 p.m. – 4/27 5:59 p.m.)** according to **DTN**. **A copy of the pertinent section of DTN must be provided with each bid.**
2. The second part of the bid price relates to the amount above or below **DTN, Marathon Terminal rack price, Champaign, Illinois** that is required by the bidding firm for its transportation and delivery costs, and profit margin.
3. The Contractor(s) shall be responsible for providing fuels that meet all Federal and State EPA regulations at the time of delivery. The Contractor(s) is responsible for having knowledge of the current regulations that govern the use of these fuels.

Compliance

The bids will be evaluated for compliance with bid instructions. Non-compliance with significant instructions will be grounds for disqualification of proposals, at DISTRICT'S discretion.

Right to Withdraw Proposal

A vendor may withdraw a bid at any time prior to the proposed opening.

Liability and Bid Delivery

DISTRICT is not responsible for any costs incurred by a vendor in the preparation or delivery of bids. The vendor shall be responsible for the actual delivery of bids during business hours to the address indicated on Page One. Any bid received after the delivery deadline will be disqualified.

Rejection or Acceptance of Bids

DISTRICT reserves the right to waive any irregularities in any proposal, to reject any or all bids, and to accept the bid which, in the judgment of DISTRICT, is deemed the most advantageous for DISTRICT. Any bid which is incomplete, conditional, obscure, or which contains irregularities of any kind may be cause for rejection of the proposal.

Clarification of Submittal

DISTRICT reserves the right to obtain clarification of any point in a vendor submittal or to obtain additional information.

Criteria for Vendor Selection to the Bid Request

DISTRICT intends to award the services to qualified vendor which best demonstrate the commitment and application of experience, as well as the cost and schedule objectives established by DISTRICT.

Please note DISTRICT will select the vendor based upon the lowest price bidder meeting specifications. Bids will be reviewed and if needed, responders to Bid Request will be contacted for follow-up questions. Final determination of the successful vendor will be based upon the criteria stated above in Specifications.

DISTRICT reserves the right to issue addendums related to this Bid Request, if necessary, and will be posted on DISTRICT'S website. Additionally, DISTRICT also reserves the right to contact any or all responders after the opening of the bids for follow up and clarification of any items as necessary. Finally, DISTRICT reserves the right to accept or reject any or all bids provided, as may be deemed in the best interest of DISTRICT.

Upon opening, reviewing the bids, and, if necessary, interviewing qualified bidders, it is the hope of DISTRICT to recommend a vendor to provide the above-mentioned services to the Board of Education at their June 8, 2016 regularly scheduled Board Meeting. Once a vendor has been recommended and approved by the Board the vendor will be notified and then vendor must start to coordinate with James Barrett.

Summary

If there are any bid questions or if a clarification is needed, please contact Brittany Tammen via e-mail at tammenbr@u4sd.org. Again, questions/clarifications must be received by Thursday, April 27, 2017. All questions and responses will be posted at www.champaignschools.org.

IV: GENERAL CONDITIONS AND SPECIFICATIONS

Prevailing Wages

Pursuant to the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.), not less than the prevailing rate of wages as determined by the Illinois Department of Labor, DISTRICT, or court on review shall be paid by the vendor/contractor to all laborers, workers and mechanics performing work under this purchase order. All vendor's/contractor's bonds shall include a provision as will guarantee the faithful performance of all obligations under the Illinois Prevailing Wage Act.

FOIA

As an independent Contractor of DISTRICT, records in the possession of the Vendor related to this Agreement may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 et seq.; 5 ILCS 140/7(2). The Vendor shall immediately provide DISTRICT with any such records requested by DISTRICT in order to timely respond to any FOIA request received by DISTRICT. If the Vendor refuses to provide a record that is the subject of a FOIA request to DISTRICT and the Attorney General or a court of competent jurisdiction subsequently requires the release of the record or penalizes DISTRICT in any way, the Vendor shall reimburse DISTRICT for all costs, including attorneys' fees, incurred by DISTRICT related to the FOIA request and records at issue.

Indemnity

To the fullest extent permitted by law, vendor shall indemnify, save harmless, and defend DISTRICT, its Board, Board members, employees, agents, volunteers and successors against all claims, losses, liability, costs, and expenses (including attorneys' fees) related to damages to property or person (including death) or vendor's breach of this agreement that may arise out of or in connection with vendor's performance of the agreement.

To the fullest extent permitted by law, vendor will also defend, hold harmless and indemnify DISTRICT against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against DISTRICT to the extent based on an allegation that vendor's products infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party.

Insurance

The Vendor shall take all necessary precautions and exercise due caution so as not to damage the premises or properties of others. The Vendor's signature on the proposal sheet certifies to DISTRICT that the Vendor has adequate insurance coverage for any vehicle that may be utilized in the delivery of products or materials on DISTRICT'S property. The Vendor shall submit evidence, satisfactory to DISTRICT, that the Vendor has coverage of General Liability Insurance, Worker's Compensation Insurance, and Automobile Liability Insurance to the limits described below with companies licensed to do business in Illinois with an A.M. Best rating of A that is satisfactory to DISTRICT. The certificates of such insurance shall carry an endorsement to the effect that the Insurance Company will defend DISTRICT as a party in the event the successful vendor becomes a party to any litigation as a result of the activities of the Vendor, subcontractor, or any direct or indirect employee of same under the terms of this contract for injuries to property or person. Such policies shall name DISTRICT, its Board, Board members, employees, agents, and successors as an additional insured and provide that it is primary to, and not contributing with, any policy carried by Vendor covering the same loss with a waiver of subrogation in favor of the DISTRICT.

- 1) WORKER'S COMPENSATION: Statutory Limits.
- 2) VEHICULAR: It is required that the successful Vendor present to DISTRICT, before commencing delivery under this Contract, a Certificate of Insurance covering all vehicles that may be utilized. Said insurance is to provide a \$1,000,000 combined single limit for bodily injury and property damage. All certificates shall indicate that the carrying company shall not cancel insurance coverage without giving Owner thirty (30) days written advance notification.
- 3) LIABILITY: It is required that the successful Vendor present to DISTRICT, before commencing delivery under this Contract, a Certificate of Insurance for which coverage is included for Vendor liability, contingent liability, contractual liability, and product liability. Bodily injury and property damage limits of \$1,000,000 occurrence and \$2,000,000 aggregate. Said Certificate shall indicate that the carrying company shall not cancel insurance coverage without giving DISTRICT thirty (30) days written advance notice.

Award of Contract

Contract(s) will be awarded where they are in the best interest of DISTRICT. Furthermore, the DISTRICT reserves the right to accept or reject proposals based on the best interest of the DISTRICT. The DISTRICT reserves the right to waive any irregularities in any proposal. Proposals will be awarded to the vendor meeting specifications as determined by the Board of Education.

Standard Contract Conditions

- This contract shall be governed in all aspects as to validity, construction, capacity, performance, or otherwise by the laws of the State of Illinois.
- Vendors shall comply with the Civil Rights Act of 1964, as amended, all applicable State and Federal non-discrimination laws including but not limited to the Family and Medical Leave Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act and shall comply with the provisions of the Illinois Human Rights Act.
- Vendors shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of it right, title or interest therein, or its power to execute such contract to any person, company or corporation, without prior written consent of DISTRICT.
- By submitting a proposal the Vendor certifies that the Vendor is not barred from bidding on this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.
- By submitting a proposal, the Vendor, having 25 or more employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.
- By submitting a proposal, the Vendor does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through

the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Statement of Non-Discrimination

The Illinois Human Rights Acts prohibits discrimination on the basis of: “race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service in connection with employment, real estate transactions, access to financial credit, and the availability of public accommodations.” It also prohibits sexual harassment and discrimination in employment on the basis of citizenship status. Contractor shall comply with all state, federal and local laws, rules and ordinances regarding non-discrimination.

Failure to Fulfill Contract

When any Vendor fails to provide a service or product or provides a service or product which does not conform to the specifications DISTRICT may, at its sole discretion, annul and set aside the contract entered into with said Vendor, either in whole or in part, and make and enter into a new contract for the same services or products in such manner as seems to DISTRICT to be to its best advantage. Any failure to furnish services or products by reason of the failure of the Vendor, as stated above, shall be a liability against such Vendor and its sureties. DISTRICT reserves the right to cancel, without penalty, any services or products which the successful Vendor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Vendor provided satisfactory proof is furnished to DISTRICT if requested.

Without Cause Termination

DISTRICT may terminate its contract with the Vendor without cause after providing the Vendor with 30 days written notice.