

INVITATION TO BID GASOLINE AND DIESEL FUEL FOR THE LASALLE COUNTY HIGHWAY DEPARTMENT

Submission Deadline: December 18, 2018 at 10:00 A.M.
LaSalle County Highway Department
1400 N.27th Road
P.O. Box 128
Ottawa, Illinois 61350

Purchasing Contact: Brian Connell, Maintenance Supervisor
Telephone (815) 434-0743

The LaSalle County Highway Department (herein called LCHD) will receive sealed bids for the items and/or services listed herein. Vendors are invited to submit a sealed bid, subject to the terms, conditions, instructions and specifications of this invitation to bid. Please read the instructions and specifications carefully. Failure to comply with these instructions may disqualify your bid.

BID DESCRIPTION:

LCHD will receive sealed bids for gasoline and diesel fuels. The intent of this Invitation for Bid is to establish a twelve (12) month contract for the purchase of gasoline and diesel fuel.

Copies of this solicitation and any issued Addenda may be obtained in the LCHD office, between 7:00 a.m. and 3:30 p.m., Monday through Friday, or by contacting the purchasing contact indicated, prior to the time and date specified for the proposal deadline. The documents are also available on LCHD's website www.lasallecountyhighway.org.

Bidders must contact the Highway Department office to be placed on the Bidder's List no less than 24-hours prior to the bid opening. If any addenda are issued, the list will be contact potential bidders.

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INSTRUCTIONS

1. BID SUBMISSION

- a) Bids must be submitted in a sealed envelope marked “**GASOLINE AND DIESEL FUEL BID**” with the name and address of the vendor.
- b) Upon submittal vendor shall include the following original documents in this order:

- Signed Proposal Response Cover Sheet
- Signed Certification of Compliance with Specifications
- Submit one (1) signed Pricing Bid Form

- c) **The submission deadline is December 18, 2018 at 10:00 a.m. local time, none will be considered thereafter.**

Bids received after the deadline will be returned unopened. We do not accept FAX proposals. LCHD cannot assume the responsibility for any delay as a result of failure of the post office or delivery service to deliver bids on time. The opening and reading of a bid does not constitute LCHD’s acceptance of the Bidder as a responsible and responsive Bidder.

- d) Bids must be delivered to:
LaSalle County Highway Department
1400 N.27th Road
P.O. Box 128
Ottawa, Illinois 61350

2. BID OPENING

- a) **Time of Opening:** Bids will be opened publicly at **10:00 a.m., Tuesday, December 18, 2018.**
- b) **Location of Opening:** Bids will be opened at the LaSalle County Highway Department, 1400 N.27th Road, Ottawa, Illinois 61350.

SPECIFICATIONS

1. PERIOD OF CONTRACT:

The contract shall be for the period of January 1, 2019 through December 31, 2019.

2. DELIVERY REQUIREMENTS:

Service must be prompt and dependable. Deliveries shall only be made with LCHD’s written authorization by issuance of a Purchase Order. All deliveries shall be guaranteed within seventy-two (72) hours of receipt of order or notification. All deliveries must be freight prepaid, FOB: destination.

Deliveries will only be accepted Monday – Friday from 7:00 a.m. to 3:00 p.m. excluding holidays.

The delivery driver will meter the product into tanks, sign and furnish a delivery ticket with the beginning and ending meter reading.

3. QUANTITIES:

The quantities listed herein cannot be guaranteed; however, LCHD anticipates purchasing the minimum quantities listed. The quantities listed for each individual item will be ordered as needed. LCHD reserves the right to order additional quantities, as needed, and at the bid prices, for the duration of the contact period.

**NO SHIPMENTS ARE TO BE MADE AGAINST THE CONTRACT.
ORDERS WILL BE PLACED AS NEEDED.**

4. ESTIMATED QUANTITIES:

LOCATION	FUEL TYPE	TANK TYPE AND SIZE	APPROX. QTY.
LCHD Main Office 1400 N.27 th Road Ottawa, IL 61350	Diesel – Clear Diesel – Dyed Gasoline	Underground – 24,000 Gal. Above Ground – 2,500 Gal. Above Ground – 2,500 Gal.	32,000 3,500 7,500
Leonore Shed 1749 E.950 th Road Leonore, IL 61370	Diesel – Clear Diesel - Dyed	Above Ground – 1,500 Gal. Above Ground – 500 Gal.	5,500 500
Serena Shed 2279 E US Route 52 Serena, IL 60549	Diesel – Clear	Above Ground – 1,000 Gal.	4,500

TOTALS

FUEL TYPE	GALLONS
Diesel – Clear	42,000
Diesel – Dyed	4,000
Gasoline	7,500

5. PRODUCT SPECIFICATIONS:

5.1 **Regular Unleaded Gasoline:**

Fuel shall be in conformance with the following;

- Minimum octane rating of 87.
- No more than 10% methanol, ethanol or any other alcohol.
- ASTM D4814 specifications and latest amendments.
- Fuel shall contain additives for detergency and corrosion protection.

	MIN.	MAX.
API Gravity @ 60° F	50	70
Color	Undyed	
Benzene, wt. %		4.9
Mercaptan Sulfur, wt. %		0.002
Gum, Existent, mg/100ml		4
Phosphorous, g/gal		0.003
Lead g/gal		0.010
Octane, (R+M)/2		87.0
Sulfur, ppm		80
Oxygenates, wt. %		0.05
Haze Rating		2
NACE Corrosion	B+	

5.2 #2 Premium Diesel Fuel (Clear & Dyed)

Fuel shall meet or exceed the following;

- ASTM D-975 and Federal Specification VV-F-800D.
- “Premium” Criteria as recommended by NCWM, EMA, and TMC for thermal stability and detergency.
- Superior Performance rating on L10 Injector Cleanliness Test.
- Fuel shall contain additives for detergency, corrosion protection, fuel stability, and lubricity. Additives must be in accordance with ASTM standards.

	MIN.	MAX.
API Gravity @ 60° F	30	40
Viscosity @ 40° F	1.9	4.1
Cloud Point °F		14
Pour Point °F	-15	
Sulfur %		0.04
Cetane Minimum	45	
Flash Point °F	125	
Water & Sediment % Volume		0.05
Distillation		
I.B.P. °F	320	410
10%	380	450
50%	470	540
90%	540	640
E.P.	610	680
Recovery %	97	
Carbon Residue %		2.0

5.3 Winter Blend Diesel Fuel

Winter Blend shall be available November through February. The fuel shall meet the criteria for Section 5.2 with an additive that provides cold flow improvers, wax nucleators, wax anti-settling agents, heavy wax modifiers, and deicer for freeze-up protection.

- Cloud Point Minimum shall be -25°F.
- Pour Point Minimum shall be -30°F.

If blending with #1 Diesel is required in extreme weather conditions, LCHD will determine with the vendor the amount of #1 Diesel to be added.

6. **FUEL PRICE CALCULATION:**

The price per gallon paid by LCHD for diesel fuel and gasoline will be based on the unbranded average as published weekly by the posted terminal price document (defined below in paragraph 7), plus applicable taxes, plus a constant **fixed price differential indicated on the bid form.**

The **fixed price differential** shall include the cost of delivery, overhead, and profit. Prices shall be freight prepaid, F.O.B. destination, delivered inside the LCHD fuel tanks regardless of the delivery quantity.

Winter-Blend Diesel that has #1 Diesel added will be paid at the vendor's documented cost plus the **fixed price differential indicated on the bid form** for Winter-Blend Diesel fuel.

7. **POSTED TERMINAL PRICE:**

Documentation verifying the posted terminal price shall be furnished with all invoices. The unbranded average for all Chicagoland terminals shall be used as the basis for invoicing purposes. Documentation shall be from the Oil Price Information Service (OPIS), and shall bear the OPIS logo and/or letterhead, or shall be from the Data Transmission Network Corporation (DTNergy) Fast Rack.

GENERAL BID INSTRUCTIONS AND CONDITIONS

(PLEASE READ CAREFULLY)

ACCEPTANCE OF BIDS

LCHD reserves the right to accept any bid, to reject any or all bids, to waive any irregularities or informalities in bids received where such acceptance, rejection or waiver is considered to be in its best interest. LCHD also reserves the right to reject any bid where evidence or information submitted by the bidder does not provide satisfactory proof that the bidder is qualified to carry out the details or the contract.

ADDENDA

Clarifications, modifications, or amendments may be made to this solicitation at the discretion of LCHD. Any and all Addenda issued by LCHD will be provided to all parties that have requested a copy of this Invitation to Bid and placed on the Bidder's List. Copies of any issued Addenda may also be obtained by contacting the Purchasing Contact noted on the cover of this Invitation to Bid. It is the responsibility of the Contractor to obtain the available Addenda and acknowledge any issued Addenda on the Bid Form for this solicitation, and further submit the Addenda Form as part of the required submittal documents for this solicitation. If any changes are made to this solicitation document by any party other than LCHD, the original document in LCHD's files takes precedence.

AWARDING OF CONTRACT(S)

Contracts may be awarded to the lowest evaluated bidder, which in the judgment of LCHD, meets all specifications and conditions, and subject to all other provisions of this invitation to bid, on a per item basis, or on a total basis; whichever is deemed to be in the best interest of LCHD. LCHD reserves the right to award any bid entirely to one vendor or make multiple bid awards as it deems in its best interest.

Tie bids will be resolved publicly by a coin toss at the Highway Committee meeting following the bid opening.

BID DOCUMENTS

Bid forms are provided with this "Invitation to Bid". All proposals must be submitted on the "Bid Form". Any bids received after schedule time of opening will be returned unopened to the bidder. Each bid must be in a separate sealed envelope with the bid name appearing on the envelope.

LCHD cannot assume the responsibility for any delay as a result of failure of the mail to deliver bids on time. The opening and reading of a bid does not constitute LCHD's acceptance of the Bidder as a responsible responsive Bidder.

All regular bids must be submitted in accordance with specifications on the bid form supplied with this invitation. The submission of a bid on the bid form certifies that the product meets any and all specifications, except as noted on such form. All blanks and information requested are to be completed on the bid form in order to qualify your bid.

(1) Signatures: Bids must be signed by an authorized official of the Bidder.

(2) Errors: No Bid can be corrected or altered or signed after being opened. LCHD will not be responsible for errors or omissions on the part of vendors in making up their bids. Any bids received unsigned will be rejected.

BILLING

Invoices to LCHD shall include all applicable information including but not limited to, cost for labor, materials, quantities, delivery charges, equipment rental, trade discounts, totals, overhead, and profit in order that the intent of the invoice is very clear. All invoices must show LCHD's purchase order number, date of delivery, and name of location and list of items delivered by item name.

It is imperative that invoices be submitted to LCHD in a timely manner. Therefore, invoices shall be submitted to LCHD within 7 days of the product delivery.

FORMATION OF CONTRACT

Bidders signed bid and LCHD's written acceptance shall constitute a binding contract, according to the Terms and Conditions and Specifications set forth in this Invitation to Bid.

HOLD HARMLESS

Successful Bidder agrees to indemnify, defend, and hold harmless LCHD, it's governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits demands, expenses, subrogation, attorney's fees, or actions of any kind in nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Bidder's negligent acts, errors, omissions, or performance of the work to be performed under the terms of the contract if awarded.

INSURANCE REQUIREMENTS

Successful Bidder shall carry General Liability and Auto insurance coverage with a minimum amount of \$1 million. Successful bidder shall also carry and maintain professional liability insurance in addition to insurance to protect itself from claims under Workman's Compensation Act (Successful Bidder shall waive subrogation as respects to Workers Compensation coverage.), for claims and damages because of structural damage, or bodily injury, including death, to their employees or third parties, and for other liability normally covered by such insurance, and shall furnish evidence of such insurance to LCHD.

ILLINOIS OSHA

If applicable, all materials and services must meet or exceed Illinois OSHA Standards and must comply with the Hazard Communications Standard 1910.1200 of the Occupational Safety and Health Administration.

PAYMENT TERMS

All payments will be made off of original invoices only and require approval by the LaSalle County Highway Committee prior to disbursement. The Committee meets regularly on the third Wednesday of each month. **Net terms are 45 days from receipt of invoice.** Failure to accept these terms will end a vendor's eligibility under this bid.

PENALTIES

In case of default by the vendor, LCHD may procure the articles or services from other sources and may deduct from any unpaid balance due the vendor the amount of the excess cost so paid, and the price paid shall be considered the prevailing market price at the time such purchase is made.

PERFORMANCE BOND

LCHD reserves the right to determine the ability of any bidder to perform the work, and any bidder shall, upon request, furnish such information as may be necessary to determine such ability, including performance bond, if requested.

PRICES

All prices quoted by the various bidders must be firm for a maximum period of **ten (10) days** to allow bid acceptance by LCHD. If awarded the contract, the prices will then be firm for the time period indicated under "Period of Contract".

All prices and quotations must be in ink or typewritten. **No pencil figures will be permitted.** Mistakes are to be crossed out and corrections inserted adjacent thereto

and initialed by the person signing the bid. Quote each item separately. Prices must be stated in units specified herein. Bids that have clerical errors or irregularities are subject to correction only with concurrence of LCHD.

RESULTS

Tabulations will be made by LCHD and each qualified bidder will be provided a formal tabulation after LCHD has taken official action.

SPECIFICATIONS

Specifications are attached and are a part of this proposal. All material or services furnished must be in conformity with the specification and will be subject to inspection and approval of LCHD after delivery. The right is reserved to reject and return at the risk and expense of the supplier, any item which may be defective or fail to comply with these specifications.

It is important that each vender submitting a bid follow carefully the specifications detailed herewith. The bidder is instructed to complete all blanks and spaces where information concerning any item is requested. Only items meeting the requirements are to be quoted on the regular bid form.

LCHD reserves the right to waive compliance of any material or series with any particular specification where such waiver is considered to be in its best interest, including but not limited to cases where such waiver is necessary due to technical errors or inconsistencies in the preparation of such specifications.

TAXES

The Federal Excise Tax and the Illinois Sales Tax are not to be imposed. LCHD will furnish the successful bidder the proper tax exempt certificates.

TERMS OF THE OFFER

LCHD's acceptance of Bidder's offer will be limited to the terms herein unless otherwise expressly agreed in writing. Bids offering terms other than those shown herein will be declared non-responsive and will not be considered.

TERMINATION

Either party may cancel this Agreement for any reason and without any liability therefore, upon giving the ***thirty (30) days prior written notice***. LCHD may terminate this Agreement at any time for any reason with or without cause; however, in the event LCHD elects to terminate this Agreement, Contractor shall be entitled to compensation for services provided up to the point of termination.

PROPOSAL RESPONSE COVER SHEET

GASOLINE AND DIESEL FUEL

To: LaSalle County Highway Department
1400 N.27th Road
P.O. Box 128
Ottawa, Illinois 61350

The undersigned, having carefully read and considered the Invitation to Bid to Gasoline and Diesel Fuel for the LaSalle County Highway Department, does hereby offer to perform such services on behalf of the Department in the manner described and subject to the terms and conditions set forth in the bid documents.

Company Name: _____

Mark Appropriately:

Doing business as: [] an individual, [] a partnership, [] a corporation, [] a limited liability company, duly organized under the laws of the State of _____.

BY: _____
(Signature of authorized representative)

PLEASE PRINT OR TYPE NAME: _____

OFFICIAL TITLE: _____

PRINCIPAL OFFICE INFORMATION:

Address _____

Telephone _____ Fax _____

Email _____

**CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS FOR
GASOLINE AND DIESEL FUEL**

Certification of Compliance with Specifications:

In compliance with the INVITATION TO BID, and subject to all the conditions thereof, the undersigned hereby certifies to the LaSalle County Highway Department that all items and/or services included in the bid shall be in compliance with all requirements and technical specifications included in this invitation to bid, except as noted below:

EXCEPTIONS:

NAME OF COMPANY _____

BY _____
(SIGNATURE)

PLEASE PRINT OR TYPE NAME:

OFFICIAL TITLE _____

DATE _____

PRICING BID FORM GASOLINE AND DIESEL FUEL

Instruction for Bidders:

Complete all requested information. Enter your offered **fixed price differential** for the products requested, per the specification listed herein, in the blank area below. Such price shall be used by LaSalle County Highway Department for bidder selection and shall be the price in the resulting agreement. Subject to any other total project limits set forth in the Agreement, Bidder shall be entitled to invoice LaSalle County Highway Department at the prices set forth below.

- | | | |
|-----------|--|---------------------|
| A. | #2 Low Sulfur Diesel Fuel-Clear | \$ _____/per gallon |
| B. | #2 Low Sulfur Diesel Fuel-Dyed | \$ _____/per gallon |
| C. | Winter-Blend Diesel Fuel-Dyed | \$ _____/per gallon |
| D. | Winter-Blend Diesel Fuel-Clear | \$ _____/per gallon |
| E. | Gasoline | \$ _____/per gallon |

NAME OF COMPANY _____

BY _____
(SIGNATURE)

OFFICIAL TITLE _____

PLEASE PRINT NAME _____

DATE _____