



Bid Release January 21, 2022

Bulk Fuel Bid 2022

Township High School District 113

Highland Park, IL

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INVITATION TO BID – 2022 Bulk Fuel

Township High School District 113 is requesting bid proposals for the Bulk Purchase of Fuel. Bidders are invited to submit bids in conformance with the requirements hereinafter stipulated.

SPECIFICATIONS

Township High School District 113 (District) is requesting bids from qualified vendors to provide bulk purchase of fuel, which includes Diesel - Type 2 (When temp above 40 degrees), Diesel Type 1 and 2 Blended – (when temperature is below 40 degrees November - March) and Gas - Midgrade around 87 octane.

Intent

It is the intent of Township High School District 112 ("the District") to purchase and have delivered gasoline and diesel fuel. District 113 normally purchases over 24,000 gallons of Gas - Midgrade around 87 octane and over 84,000 gallons of Diesel - Type 2 annually, delivered to the District Transportation located at 1080 Park Avenue West, Highland Park IL and Deerfield High School located 1959 Waukegan Road, Deerfield IL.

Contract Price

This contract shall be a period of 1 year, starting March 1, 2022 through December 31, 2022, subject to the Terms and Conditions of the Invitation for Bids, included herein. The District reserves the option to convert to Fixed Price Index at any time during this contract period.

Quantities

Actual quantities ordered shall depend on need and consumption, so that the quantities described above may be increased or decreased and represent only an estimate of possible quantity requirements.

Pricing

Prices will be based on the terminal average price on the day of delivery, based on a published index for gasoline and diesel fuel, plus the supplier's markup, which shall include charges for delivery to site, plus applicable State and Federal taxes. The markup will remain firm throughout the contract. In the event the Bidder shall require an increase in the markup, the District shall reserve the right to solicit quotations and purchase from competitive vendors for the remainder of the contract. The markup shall be expressed as CENTS PER GALLON.

Product Requirements

- Diesel fuel will be appropriately blended to prevent jelling.
- Bidders will provide detailed specifications of the products with their bids.
- The successful bidder will provide all necessary information to the District and conform to all State and Federal requirements relating to bulk storage, delivery, identification, etc., as may be required by applicable regulatory agencies.
- The successful bidder shall supply all MSDS sheets for their products.

Delivery Locations and Tank Sizes

- Township High School District 113– 1080 Park Ave West, Highland Park, IL 60035
 - One – Diesel 2,500 gal. UST

- One – Gasoline unleaded 2,500 gal. UST
- Deerfield High School – 1959 Waukegan Road, Deerfield IL 60015
 - One – Gasoline unleaded 2,500 gal. UST

Bidder Qualifications and Evaluation Criteria

The bidder shall have sufficient equipment and have access to supplies from the manufacturer so as to be able to deliver any item required at any time fuel would be needed. Delivery of the product will be made at a mutually convenient time. The successful bidder may arrange with the District to "top" any tank at the convenience of the supplier.

Spillage/Improper Unloading

All spillages and improper unloading shall be corrected on an immediate basis and to the satisfaction of the District. All associated costs including materials, labor and any damages resulting from the spillage shall be borne by the contractor.

STANDARD TERMS AND CONDITIONS

1. **TERM "DISTRICT"**. The term "District" as used throughout these documents will mean Township High School District 113, IL
2. **PREPARATION OF FORM**. Bid proposals shall be submitted on the forms provided by the District. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Failure to properly sign forms, in ink, will render bid incomplete.
3. **EXECUTION OF THE BID PROPOSAL**. Execution of the bid proposal will indicate the bidder is familiar and in compliance with all local laws, regulations, ordinances, site inspections, licenses, dray tags, etc.
4. **BID ENVELOPES**. Envelopes containing bids must be sealed and addressed to the District. The name and address of the bidder must be shown in the upper left corner of the envelope as well as the name of the bid.
5. **BID DUE DATE**. The bid submission must arrive in the District office located at 1040 Park Ave West, Highland Park, IL 60035 on or before February 11, 2022 at 3:00 pm. Upon receipt, bids will be time and date stamped.
6. **BID OPENING**. Bids shall be opened publicly in the presence of one or more witnesses at the District office located at 1040 Park Ave West, Highland Park, IL 60035 on February 11, 2022 at 3:00 pm.. The amount of each bid, the bidder's name and such other relevant information as the Purchasing Manager deems appropriate shall be recorded.
7. **LATE BIDS**. It is the responsibility of the bidder to ensure bids are submitted by the specified due date and time. Bids received after the stated date and time will be returned, unopened, to the bidder.
8. **FREIGHT/SHIPPING/HANDLING CHARGES**. All freight, shipping, and handling charges shall be included in the bid price. The District will pay no additional charges.
9. **ADDENDA AND INTERPRETATIONS**. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. **It is the bidder's responsibility to ensure that they have received all addenda.**
10. **BID EVALUATION**. Bids shall be evaluated based on requirements set forth in the Invitation for Bid, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation cost, and total or life-cycle costs. The specifications presented in the Invitation for Bids shall represent the evaluation criteria. No other criteria

may be used to evaluate bids.

11. TIME FOR CONSIDERATION. Bids must remain in effect for at least sixty (60) days after date of receipt to allow for evaluation.

12. DISQUALIFICATION OF BIDDERS AND REJECTION OF BIDS. Bidders may be disqualified, and rejection of bid proposals may be recommended by the District for any (but not limited) to the following reasons:

- Receipt after the time limit for receiving bid proposals as stated in the bid invitation.
- Any irregularities contrary to the General Provisions or bid specifications.
- Unbalanced unit price or extensions.
- Unbalanced value of items.
- Failure to use the proper forms furnished by the District

The District reserves the right to waive any minor informality or irregularity. The District reserves the right to reject any and all bids.

13. BRAND NAMES "OR EQUAL". Whenever in this invitation any particular material, process and/or equipment are indicated or specified by patent, proprietary or brand name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired by the District. It is not meant to eliminate bidders or restrict competition in any bid process. Any manufacturers' names, drawings, trade names, brand names, specifications and/or catalog numbers used herein are for the purpose of description and establishing general quality levels. Bidders may propose equivalent equipment, services or manufacturer. Any proposal that is equivalent to or surpasses stated specifications will be considered. Determination of equivalency shall rest solely with the District. **Please Note: Due to existing equipment, specific manufacturers may be required to facilitate compatibility.**

14. DISCOUNTS. Terms of payments offered will be reflected in the space provided on the bid proposal form. Cash discounts will be considered net in the bid evaluation process. All terms of payment (cash discounts) will be taken and computed from the date of delivery of acceptable material or services, or the date of receipt of the invoice, whichever is later.

15. TAXES. The District is exempt from State Retail Tax and Federal Excise Tax. Illinois Tax Exemption No. E99956276

16. FEDERAL, STATE AND LOCAL LAWS. All bidders will comply with all Federal, State, and Local laws and ordinances.

17. BID INCLUSIONS. When bid inclusions are required, such as warranty information, product literature/specifications, references, etc. The inclusions should reference all aspects of the specific equipment or service proposed by the bidder. Do not include general descriptive catalogs. References to literature or other required inclusions submitted previously does not satisfy this provision. Bids found to be in non-compliance with these requirements will be subject to rejection.

18. NON-COLLUSION. By signing and submitting this bid, bidder declares that its agents,

officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid. In the event, said bidder is found guilty of collusion, the company and agents will be removed from the District's bid list for one full year and any current orders will be canceled.

19. INDEMNITY. The successful bidder agrees, by entering into this contract, to defend, indemnify and hold the District harmless from any and all causes of action or claims of damages arising out or under this contract.

20. PRODUCT/EQUIPMENT DEMONSTRATION - SITE VISIT. During the evaluation of bids, the District reserves the right to request a demonstration or site visit of the product, equipment or service offered by a bidder. The demonstration or site visit shall be at the expense of the bidder. Bidders who fail to provide demonstration or site visit, as requested, will be considered non-responsive.

21. CANCELLATION PROVISIONS. An Invitation for Bid, Request for Proposal, or other solicitation may be canceled, or any or all bids, proposals or responses rejected in whole or in part, at the discretion of the District for any reason whatsoever. The reasons for the cancellation shall be sent to all businesses solicited or that responded. The notice shall identify the solicitation, give the reasons for the cancellation, and when appropriate state that an opportunity will be given to compete on any re-solicitation or similar procurement in the future. Reasons for rejection will be provided to unsuccessful bidders or offerors.

22. QUESTIONS: Questions concerning specifications must be submitted, in writing, before February 4, 2022 to Pete Nedza, pnedza@dist113.org.

23. PAYMENT TERMS: The District works under a purchase order system. The District's standard payment term is usually net 30 days, after successful receipt of goods or services. Payment may take longer if invoice is not properly documented or not easily identifiable, goods/services are not acceptable, or invoice is in dispute.

BID FORM

We, the undersigned, agree to sell and deliver fuel to The TOWNSHIP HIGH SCHOOL DISTRICT 113 for a period of 1 year, starting January 1, 2022 through December 31, 2022, at the average terminal price plus the below bid markup, plus applicable State and Federal taxes at the time of delivery and to meet the conditions set forth in the specifications and instructions to the bidders.

Product	Markup Cents per gallon
Unleaded Midgrade around 87 octane	\$ _____
Diesel - Type 2	\$ _____

Questions

What index do you propose using for the base cost? _____

How will you determine the frequency of filling our tanks? _____

Other Comments/Notes:

THIS SECTION MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that he/she has read and understands the contents of this solicitation and agrees to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this contract shall not be cause to alter the original contract or request additional compensation.

COMPANY NAME: _____

AUTHORIZED SIGNATURE _____

TYPED/PRINT NAME OF PERSON SIGNING: _____

TITLE OF PERSON SIGNING: _____

ADDRESS OF COMPANY: _____

TELEPHONE NUMBER: _____

CERTIFICATIONS BY BIDDER

The undersigned hereby certifies that the Bidder 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.

Name of Bidder (Please Print)

Submitted by (Signature)

The undersigned hereby certifies that the Bidder/Proposal Submitter is in compliance with the Equal Employment Opportunity Clause and the Illinois Fair Employment Practices Act as stated under Compliance with legislation in Instructions to Bidders/Proposal Submitters.

Name of Bidder (Please Print)

Submitted by (Signature)

The undersigned hereby certifies that having submitted a bid proposal to the District that same Bidder has a written sexual harassment policy in place and is in compliance with Illinois Human Rights Public Act 87-1257.

Name of Bidder (Please Print)

Submitted by (Signature)

The undersigned hereby certifies they have read, understands, and agrees that acceptance by the District of the Bidder's offer by issuance of a Purchase Order (specifications and bidding conditions contained therein) will create a binding contract.

Name of Bidding Company

Bid Submitted By

Address

Printed Name

Email Address	Title
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Telephone Number	Date
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BIDDERS CHECK LIST

You bid should contain:

- Printed copies of Bid Form.
- Signed Certifications By Bidder

