

INVITATION TO BID

Bidders are invited to submit bids in conformance with the requirements established by the specifications herewith.

TRANSPORTATION FUEL for period
7-1-2020 to 6-30-2021

DATE ISSUED: Wednesday – May 20, 2020

INSTRUCTIONS TO BIDDERS: BIDS MUST BE ADDRESSED AS FOLLOWS:

Palos School District 118
Attn: Justin Veihman
8800 W. 119th Street
Palos Park, IL 60464
Phone 708-761-5808 – Fax 708-448-4880

MARK ENVELOPE "FUEL DIESEL BID"

SEALED BIDS MUST BE RECEIVED IN OUR OFFICE BY THURSDAY, JUNE 4, 2020 AT 10:00 A.M. when they will be publicly opened and the contents announced. They will be held without right of withdrawal until June 16, 2020 when it is anticipated the Board of Education will be acting on the bid.

Please type or print on the attached bid form, your lowest net price, f.o.b., Palos Heights, for items specified exclusive of taxes. Only those taxes that are applicable to Illinois public schools may be added.

The signature on the Bid Form certifies that bidder has read, understands and agrees that acceptance by the board of education of the bidder's offer (by issuing a purchase order or other document) will create a binding contract together with the specifications and other documentary forms and regulations herewith made a part of this specific procurement or contract. The successful bidder shall not let, assign or transfer the contract or any interest therein without the written consent of the board of education.

INTENT

It is the intent of Palos School District 118 to accept and execute any bid in a competitive and equal manner. Therefore, we have elected to use a "price adjustment factor" as a vehicle for determining low-bidder. It is further the intent that this bid be in full compliance with all E.P.A., Federal, State, County, and local codes, in addition to any mandates as set forth by the State and Local Fire Marshall governing Underground Storage Tanks.

The board of education reserves the right to accept or reject any part of or all bids for any reason. The board further reserves the right to determine "equal to" and to accept any alternate bids it deems in the best interest of the school district and to award/assign contract in accordance with industry standards. Any bids submitted unsealed, unsigned or subsequent to the opening date and hour will be disqualified and returned to bidder. Prices quoted in the proposal shall be guaranteed for a period of thirty (30) days after the scheduled time of bid opening.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

By accepting a contract with the school district, the bidder agrees to abide by all provisions of the Equal Employment Opportunity Clause required by the "Illinois Human Rights Act" as if stated herein in its entirety.

HOLD HARMLESS CLAUSE

The contractor agrees to indemnify and hold the school district and its employees harmless from any claims, causes of action, or liabilities for personal injury, property damage, or otherwise arising out of the work performed or the products delivered under this contract.

PRODUCT

Blended ultra low diesel fuel (50% mixture of type #1 and type #2) to be used during the 2020/2021 school year.

QUANTITY

Approximately 30,000 gallons blended ultra low diesel fuel - storage tank capacity, 6,000 gallons. (Will use a 50% mixture of type #1 and type #2).

DELIVERY

Deliveries to be made to the fuel storage tank at the bus storage area, 7710 West McCarthy (127th Street), Palos Heights, phone 708.761.5872. Each delivery to be based on approximately 5,000 gallons.

THE VEHICLE USED FOR DELIVERY OF THE ULTRA LOW DIESEL FUEL MUST BE SOLELY FOR THE PURPOSE OF DELIVERING THE SPECIFIED FUEL.

Delivery must be made no later than the second business day after placing the initial telephone order. The initial acceptance and inspection of any delivery shall not be considered as a waiver of any provisions of these specifications and shall not relieve the contractor of its obligations to supply ultra low diesel fuel which meets these specifications.

INVOICES

To be forwarded to the Transportation Office at 7710 West McCarthy, Palos Heights, IL 60463, with copies of signed delivery tickets. Invoices received before the first Tuesday of the month following delivery and acceptance will be processed for board approval and payment that month. Invoices received after the first Tuesday of the month will be processed for payment the following month.

The total amount billed School District 118 shall be the sum of the total gallons pumped times the total price per gallon. Total price per gallon shall be the sum of (a), (b) and (c) below:

(a) The low posted price per gallon, of the type of fuel delivered, as published for Chicago in the Oil Price Information Service (O.P.I.S.). A copy of this must accompany the invoice. This price must be reflected as a specification.

(b) The amount bid as the "price adjustment factor", which is the number of cents per gallon that reflects the profit and overhead of the successful vendor.

(c) Taxes which School District 118 is subject to must be reflected as a specific item in the bills for delivered fuel. NOTE: Tax exempt numbers are Federal 36-84-0080F and Illinois E9997-7400-02.

MATERIAL SAFETY DATA SHEETS

Successful bidder shall supply Palos School District 118 with material safety data sheets for all products which the school district elects to purchase. These sheets (which are not on file with the district) must precede the delivery of any goods.

BLENDED ULTRA LOW DIESEL FUEL (50% #1 AND 50% #2)

These products must meet the Federal Specifications and ASTM specifications for ultra low sulfur diesel fuel requirements.

PHYSICAL AND CHEMICAL REQUIREMENTS OF #1 ULTRA LOW DIESEL FUEL:

Specifications

Ultra Low Sulfur	
Gravity, API (ASTM D-287)	37 min.
Color (ASTM D-156)	16 min.
Flash, Pensky-Martens, F (ASTM D-93)	120 min.
Pour Point, F (ASTM D-97)	-25 max.
Viscosity @ 40 C (104 F) cST (ASTM D-445)	1.3 min./2.1 max.
Sulfur, % wt. (ASTM D-130)	15 ppm max.
Corrosion (ASTM D-130)	No. 1 max.
Ash, % (ASTM D-482)	0.01 max.
Cetane index (ASTM D-976-80)	45 min.
Distillation, F (ASTM D-86)	
10% Recovered	420 max.
90% Recovered	550 max.
End Point	570 max.
Gravity, API (ASTM D-287)	30 min.
Color (ASTM D-1500)	2.5 max.
Flash, Pensky-Martens, F (ASTM D-93)	130 min.
Cloud Point, F (ASTM D-2500)	
September 1 - March 31	+14 max.
March 1 - August 31	+20 max.
Pour Point, F (ASTM D-97)	
September 1 - March 31	-20 max.
March 1 - August 31	0 max
Viscosity @ 40 C (104 F) cST (ASTM D-445)	1.9 min./3.4 max.
Sulfur, % wt. (ASTM D-2622, D4294)	0.05 max.
Corrosion (ASTM D-130)	No. 1 max.
Ash, % (ASTM D-482)	0.01 max.
Cetane Index (ASTM D-86)	40 min.
Distillation, F (ASTM D-86)	
10% Recovered	460 max.
90% Recovered	540 min/640 max.
Enc Point	670 max.\

ADDITIVE REQUIREMENT:

Lubricity enhancer, non-alcohol based, ValvTech diesel guard, or equivalent.

VOLUME MEASURE

In all transactions of which this specification is a part, a gallon is defined as a volume of 231 cubic inches at a standard temperature of sixty (60) degrees Fahrenheit (temperature correction is required).

TEST AND REJECTIONS

All quality control will be under the jurisdiction of the purchasing agent. Palos School District 118 reserves the right to sample deliveries in any manner which will produce samples for testing purposes fully representing the oil delivered.

Ultra low diesel fuel that does not meet the specification requirements will be rejected and when so ordered by the purchasing agent. The contractor shall, at his expense, replace all inferior oil delivered with oil meeting specification requirements. Replaced material must be delivered within the delivery date specified. Should the contractor so elect, he may have a representative present at the time measurements are made and also when tests are run on samples.

When applicable the vendor and/or contractor shall assume all responsibility and expense for obtaining any and all permits (fee or non-fee) and shall pay all taxes required in complying with city, local, county, or state laws, codes or ordinances. This shall be in effect on this contract, purchase order and labor requirements between the vendor/contractor and Palos School District 118.

Any damage to Palos School District 118 properties done during delivery and filling by the contractor shall be immediately corrected, at the contractor's expense.

Normal delivery and filling working hours shall be forty (40) hours, Monday thru Friday, 8:00 a.m. to 4:00 p.m., excluding federal holidays. All deliveries shall be performed during normal work hours.

ADDENDA

No verbal or telephone inquiries regarding the bid instructions or the award of the bid will be accepted by the school district. If interested bidders have a question regarding the bidding instructions, they may communicate that question in writing to Justin Veihman, Chief School Business Official. If, in School District's judgment, an Addendum clarifying matters discussed or stated in the bidding instructions is desirable, an Addendum shall be prepared. The Addendum will be mailed to all persons who requested a copy of the bidding documents and notice shall be given to the general public by posting and publication that an Addendum has been prepared and is available for inspection at the Central Administration Building.

PALOS COMMUNITY CONSOLIDATED SCHOOL DISTRICT 118

BID FORM

We, the undersigned, propose to furnish, f.o.b. Palos Heights, Cook County, Illinois, ultra low diesel fuel during the period July 1, 2019 thru June 30, 2020 as per the requirements/specifications in this invitation as follows:

#2 ULTRA LOW DIESEL FUEL, delivered on **June 3, 2020**

-- "LOW" PRICE per gallon (EXAMPLE) \$ _____

#1 ULTRA LOW DIESEL FUEL, delivered on **June 3, 2020**

-- "LOW" PRICE per gallon (EXAMPLE) \$ _____

-- ADDITIVE REQUIREMENT PRICE per gallon (ACTUAL) \$ _____

PLEASE INDICATE BRAND NAME OF ADDITIVE. MUST BE
EQUIVALENT TO VALVTECT DIESEL GUARD _____

PRICE ADJUSTMENT FACTOR per gallon (ACTUAL) \$ _____

TAXES (which we are subject to) per gallon (EXAMPLE) \$ _____

EIF TAX \$ _____

ILL MOTOR TAX \$ _____

UFT TAX \$ _____

COOK CTY TAX \$ _____

If your firm is selected as the successful bidder,
will your firm file the necessary forms for any
reimbursable taxes on behalf of the school district?

Yes_____ No_____

Bid shall prevail for a minimum of thirty (30) days after bid opening or a maximum of _____
days.

(Company Name)

(Bidder's Signature)

(Street Address)

(Print Name & Title of Bidder)

(Town) (State) (Zip)

(Area Code Phone Number)

CERTIFICATIONS BY CONTRACTOR

Eligibility to Contract

The undersigned hereby certifies that the Contractor is not barred from bidding on or entering into this contractor 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 Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **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 the 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.

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate Regarding Sexual Harassment Policy

The undersigned 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.

Name of Contractor (please print)

Submitted by (signature)

Title

Certificate of Compliance with Substance Abuse Prevention on Public Works Projects Act

The undersigned hereby certifies that:

- A. There is in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635), and has provided a written copy thereof the District.
- B. There is in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (P.A. 95-0635)

(Cross out either A or B depending upon which certification is correct)

Name of Contractor (please print)

Submitted by (signature)

Title