



JOLIET JUNIOR COLLEGE

— 1901 —

(Business & Auxiliary Services)
1215 Houbolt Road
Joliet, Illinois 60431-8938

INSTRUCTIONS TO BIDDERS

Sealed proposals are invited for **UNLEADED GASOLINE AND DIESEL FUEL – BULK DELIVERY** pursuant to specifications.

PROPOSALS:

Proposals will be received and publicly read aloud by the Joliet Junior College District #525, Joliet, Will County, Illinois, at the virtual link, date and time designated on the college website. You are invited to be present if you so desire.

DATE: **OCTOBER 8, 2020**

FAXES ARE NOT ACCEPTABLE

TIME: **9:00 AM**

Proposals received after this time will not be accepted.

Proposals must be submitted through the ESM Solutions electronic sourcing site. Please note that all vendors will have to complete an on-line registration process prior to submitting your proposal. A step-by-step supplier registration guide is posted to the college's website for your reference. General supplier guides are also available on the ESM website. If you have any questions during the registration process, contact ESM Solutions Customer Support (877) 969-7246 Option 3.

Registration Link:

<https://supplier.esmsolutions.com/registration#/registration/contactInformation/>

General Supplier Guide (ESM Documents):

<https://support.esmsolutions.com/hc/en-us/sections/115000917048-Supplier-Guides>

Supplier Registration Guide (JJC Document):

<https://www.jjc.edu/sites/default/files/Purchasing/FY2019/Supplier%20Registration%20Screenshots%20Final.pdf>

BID: **UNLEADED GASOLINE AND DIESEL FUEL – BULK DELIVERY**

PRE-BID MEETING: NOT REQUIRED

DELIVERY:

All prices must be quoted F.O.B., Joliet Junior College, 1215 Houbolt Road, Joliet, IL 60431 unless otherwise noted.

TAX EXEMPTION:

Joliet Junior College District #525 is exempt from Federal, State, and Municipal taxes.

SIGNATURE ON BIDS:

Joliet Junior College District #525 requires the signature on bid documents to be that of an authorized representative of said company.

Each bidder, by making his bid, represents that he has read and understands the bidding documents and that these instructions to bidders are a part of the specifications.

BIDDING PROCEDURES:

1. No bid shall be modified, withdrawn, or cancelled for sixty (60) days after the bid opening date without the consent of the College Board of Trustees.
2. Changes or corrections may be made in the bid documents after they have been issued and before bids are received. In such case, a written addendum describing the change or correction will be issued by the College to all bidders of record. Such addendum shall take precedence over that portion of the documents concerned, and shall become part of the bid documents. Except in unusual cases, addendum will be issued to reach the bidders at least five (5) days prior to date established for receipt of bids.
3. Each bidder shall carefully examine all bid documents and all addenda thereto, and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than ten (10) days prior to bid due date, notify the College who will, if necessary, send written addendum to all bidders. The college will not be responsible for any oral instructions. All inquiries shall be directed to the Director of Business & Auxiliary Services. After bids are received, no allowance will be made for oversight by bidder.

SUBSTITUTIONS:

1. Each bidder represents that his bid is based upon the materials and equipment described in the bidding documents.
2. Any dealer bidding an equal product must specify brand name, model number, and supply specifications of product. The Board shall be the sole judge of whether an article shall be deemed to be equal.
3. A bidder's failure to meet the minimum specifications as listed may result in disqualification of his bid.

REJECTION OF BIDS:

The bidder acknowledges the right of the College Board to reject any or all proposals and to waive informality or irregularity in any proposal received and to award each item to different bidders or all items to a single bidder. In addition, the bidder recognizes the right of the College Board to reject a proposal if the proposal is in any way incomplete or irregular. The College Board may also award, at its discretion, only certain items quoted on. The College Board also reserves the right to reject the proposal of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature or a bid of a Bidder when investigation shows that Bidder is not in a position to

perform the contract.

ACKNOWLEDGEMENT OF ADDENDA:

Signature of company official on original document shall be construed as acknowledgement of receipt of any and all addenda pertaining to this specific proposal. Identification by number of addenda and date issued should be noted on all proposals submitted.

FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA ON PROPOSAL SUBMITTED MAY RESULT IN DISQUALIFICATION OF PROPOSAL.

Bidders who obtain a copy of the bid from our web site are responsible for checking back on the site for any addenda issued.

CLERICAL ERRORS:

If applicable, all errors in price extensions will be corrected by Joliet Junior College and totals for award determination corrected accordingly, unless the bidder specifies that no change be made in the total submitted. In this case, all incorrect price extensions will be noted at "lot", and award determination made on the basis of total price submitted.

SAMPLES:

Bidder may be required to furnish samples upon request and without charge to the College.

BID SECURITY: NOT REQUIRED

PAYMENTS: NOT REQUIRED

INSURANCE: NOT REQUIRED

PERFORMANCE BONDS: NOT REQUIRED

LAWS AND ORDINANCES:

In execution of the work, the Contractor shall comply with applicable state and local laws, ordinances and regulation, the rules and regulations of the Board of Fire Underwriters, and OSHA standards.

SEX OFFENDER REGISTRATION REQUIREMENT NOTIFICATION:

Illinois Compiled Statutes (730 ILCS 150/2) requires that any person who is required by law to register as a sex offender and who is either a student or an employee at an institution of higher education, must also register with the police department of the institution they are employed by or attending. For purposes of this act, a student or employee is defined as anyone working at or attending the institution for a period of five (5) days or an aggregate period of more than thirty (30) days during a calendar year. This includes persons operating as or employed by an outside contractor at the institution. Anyone meeting the above requirements is required to register at the Campus Police Department located in G1013, within five (5) days of enrolling or becoming employed. Persons failing to register are subject to criminal prosecution.

DAMAGE AND NEGLIGENCE:

The Contractor agrees to indemnify and save harmless the College and employees from and against all loss, including costs and attorney's fees, by reasons or liability imposed by law upon the College

for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property including loss of use thereof as provided in the General Conditions and Supplementary Conditions.

College shall not be responsible for damages, delays, or failure to perform on its part resulting from acts or occurrences of force majeure. "Force majeure" means any (a) act of God, landslide, lightning, earthquake, hurricane, tornado, blizzard, floods and other adverse and inclement weather conditions; (b) fire, explosion, flood, acts of a public enemy, war, blockade, insurrection, riot or civil disturbance; (c) labor dispute, strike, work slow down, picketing, primary boycotts, secondary boycotts or boycotts of any kind and nature, or work stoppages; (d) any law, order, regulation ordinance, or requirement of any government or legal body or any representative of any such government or legal body; (e) inability to secure necessary materials, equipment, parts or other components of the project as a result of transportation difficulties, fuel or energy shortages, or acts or omission of any common carriers; or (f) any other similar cause or similar event beyond the reasonable control of College.

INVESTIGATION OF BIDDERS:

The College will make any necessary investigation to determine the ability of the bidder to fulfill the proposal requirements. Joliet Junior College reserves the right to reject any proposal if it is determined that the bidder is not properly qualified to carry out the obligation of the contract.

DISCLOSURE:

Vendor shall note any and all relationships that might be a conflict of interest and include such information with the bid.

SUBCONTRACTORS:

Bidders must state on the proposal form all subcontractors he intends to use for this project. Failure to do so may be cause for rejection of bid.

PREVAILING WAGE RATE: NOT REQUIRED

BLACKOUT PERIOD:

After the College has advertised for bids, no pre-bid vendor shall contact any College officer(s) or employee(s) involved in the solicitation process, except for interpretation of bid specifications, clarification of bid submission requirements or any information pertaining to pre-bid conferences. Such bidders or sub-bidders making such request shall be made in writing at least seven (7) days prior to the date for receipt of bids. No vendor shall visit or contact any College officers or employees until after the bids are awarded, except in those instances when site inspection is a prerequisite for the submission of a bid. During the black-out period, any such visitation, solicitation or sales call by any representative of a prospective vendor in violation of this provision may cause the disqualification of such bidder's response.

BID QUANTITIES:

The College Board will reserve the right to increase or decrease, within reasonable limits, such quantities as need requires and at the unit price stated.

BID AWARDS:

The successful contractor, and/or any contractor shall not proceed on this bid until it receives a purchase order from the college. Failure to comply is the risk of that contractor.

TERMINATION OF FUNDING:

JJC's contractual obligations will be subject to termination and cancellation without penalty, accelerated payment, or other recoupment mechanism as provided herein in any fiscal year for which the Illinois General Assembly or other legally applicable funding source fails to make an appropriation to make payments under the terms of this Contract. In the event of termination for lack of appropriation, the Vendor shall be paid for services performed under this Contract up to the effective date of termination. JJC shall give notice of such termination for funding as soon as practicable after JJC becomes aware of the failure of funding.

CHANGES TO CONTRACT AFTER BID AWARD:

There shall be no deviations from any work without a written change order. All change orders must be approved by the Director of Business & Auxiliary Services or Vice President of Administrative Services as well as executed by the successful contractor.

If a change order or aggregate of change orders are 10% or more of the contract price, and such change orders are not approved, in writing, by either the Director of Business & Auxiliary Services or Vice President of Administrative Services, the successful contractor shall not be entitled to any type of compensation for services or materials provided.

GENERAL:

Joliet Junior College is committed to a policy of non-discrimination on the basis of sex, handicap, race, color, and national or ethnic origin in the admission, employment, educational programs, and activities it operates. Inquiries should be addressed to the Director of Human Resources.

The contractor (or vendor) shall agree to save and hold harmless the Joliet Junior College District #525, the members of its College Board, its agents, servants and employees, from any and all actions or causes of action, or claim for damages, including the expense of defending suit, arising or growing out of the performance of, or failure to perform its contract.

The parties to any contract (inclusive of subcontractors) resulting from this bid hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. Any vendor awarded a contract as a result of this bid must comply with the Illinois Department of Human Rights Equal Opportunity Act/Rules Sections 750.5 and 5/2-105.

Pursuant to Section 50-80 of the Illinois Procurement Code, each bidder who submits a bid or offer for a State of Illinois contract under this Code shall have a sexual harassment policy in accordance with paragraph (4) of subsection (A) of Section 2-105 of the Illinois Human Rights Act. A copy of the policy shall be provided to the college entering into the contract upon request.

The Customer reserves the right to request additional information after your proposal has been submitted.



Janice Reodus
Director of Business & Auxiliary Services

JOLIET JUNIOR COLLEGE
ILLINOIS COMMUNITY COLLEGE DISTRICT #525
(Business & Auxiliary Services)
1215 Houbolt Road
Joliet, Illinois 60431-8938
Telephone: (815) 280-6640
Fax: (815) 280-6631

INFORMATION PERTAINING TO OUR BIDS CAN BE FOUND AT THE FOLLOWING WEBSITE:

<http://www.jjc.edu/community/vendors>

QUESTIONS PERTAINING TO OUR BIDS MUST BE SUBMITTED THROUGH THE ESM SOURCING TOOL.

CERTIFICATION OF CONTRACT/BIDDER

The below signed contractor/bidder hereby certifies that it is not barred from bidding on this or any other contract due to any violation of either Section 33E-3 or 33E-4 of Article 33E, Public Contracts, of the Illinois Criminal Code of 1961, as amended. This certification is required by Public Act 85-1295. This Act relates to interference with public contracting, bid rigging and rotating, kickbacks and bribery.

SIGNATURE OF CONTRACTOR/BIDDER

TITLE

DATE

THIS FORM **MUST** BE SUBMITTED AS AN ATTACHMENT WITH YOUR BID IN THE ESM SOURCING TOOL.

CERTIFICATE OF COMPLIANCE WITH
ILLINOIS DRUG-FREE WORKPLACE ACT

_____, does hereby certify pursuant to the *Illinois Drug-Free Workplace Act* (30 ILCS 580/) that [he, she, 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 [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Drug-Free Workplace Act*.

By Authorized Agent

Date

SUBSCRIBED AND SWORN TO before me
This ____ day of _____, 20__.

NOTARY PUBLIC

JOLIET JUNIOR COLLEGE
SPECIFICATIONS FOR UNLEADED GASOLINE AND DIESEL FUEL

Joliet Junior College (JJC) is seeking bids for approximately 11,000 gallons of regular unleaded gasoline, and approximately 7500 gallons of diesel fuel. A quality motor fuel is desired and contaminated or degraded fuel will not be allowed. The supplied fuel shall be visually free of undissolved water, sediment and suspended matter. It shall be clear and bright and ambient temperatures. The fuel to be provided under this bid must meet the following requirements:

1. **UNLEADED GASOLINE:** Minimum octane rating of 87, including normal seasonal additives. No other special additives should be included.
2. **DIESEL FUEL:** No. 2 ultra-low sulfur diesel fuel with sulfur content less than 15 ppm, including normal seasonal additives. This diesel fuel is for over the road vehicles and not dyed diesel fuel for agriculture use.

QUANTITY:

UNLEADED GASOLINE

- 11000 GALLONS ANNUALLY (APPROXIMATE)

DIESEL FUEL

- 7500 GALLONS ANNUALLY (APPROXIMATE)

Vendors may submit bids for one or both fuels listed.

JOLIET JUNIOR COLLEGE RESERVES THE RIGHT TO AWARD ALL ITEMS TO ONE VENDOR OR TO MULTIPLE VENDORS DEPENDING ON WHAT IS CONSIDERED TO BE IN THE BEST INTEREST OF THE COLLEGE.

TERM:

The period covered is January 1, 2021 – June 30, 2021 with the intention to sign a new contract under the same terms for July 1, 2021 – June 30, 2022 to align with the college's fiscal year. After that point, the contract may be extended two additional years if both parties agree to the extension and if the price adjustment factor remains the same. The amount indicated above shall in no way bind the college to purchase this amount.

JOLIET JUNIOR COLLEGE
SPECIFICATIONS FOR UNLEADED GASOLINE AND DIESEL FUEL

DELIVERY:

Delivery is to be made to Joliet Junior College, 1215 Houbolt Road, Joliet, Illinois 60431.

Unleaded Gasoline: The College has a 2,000-gallon storage tank and each delivery will be for approximately 1,600 gallons. Delivery must be made within two business days of a telephone request.

Diesel Fuel: The College has a 500- gallon storage tank and each delivery will be for approximately 450 gallons. Delivery must be made within two business days of a telephone request.

The price per gallon shall be quoted as follows:

- a) The rack average of the published price for OPIS on all fuels identified in this bid for the Chicago area, in the OPIS Wholesale Racks for the day on which the gasoline is delivered.
- b) The price adjustment factor expressed in terms of cents per gallon to be added to the low published price for unleaded regular for the Chicago area, in the OPIS Wholesale Racks. This price adjustment factor must remain firm through the entire term of the contract. This price adjustment factor must include delivery charges and any surcharge for the 87 octane rating.
- c) Illinois Motor Fuel Tax - The College is exempt from State Sales tax and Federal tax on gasoline delivered.

JJC requires that a copy of the OPIS Direct for the purchase date accompany all invoices for the purchase of gasoline.

JOLIET JUNIOR COLLEGE
BID FOR UNLEADED GASOLINE AND DIESEL FUEL

UNLEADED FUEL: Minimum octane rating of 87, including normal seasonal additives. No other special additives should be included.

You will be asked to provide the following pricing in ESM:

- Price per gallon as specified in (a) above. Use the price on **September 1, 2020** for bidding purposes.
- Price adjustment factor, as specified (b) above.
- Other taxes/fees, please itemize.
- State Motor Fuel Tax
- I.U.S.T. Tax
- Environmental Impact Fee
- Total per gallon (including fees per gallon listed above)
- Major brand of gasoline bid

Any discount terms should be stated.

No. 2 DIESEL FUEL: No. 2 ultra-low sulfur diesel fuel with sulfur content less than 15 ppm.

You will be asked to provide the following pricing in ESM:

- Price per gallon as specified in (a) above. Use the price on **September 1, 2020** for bidding purposes.
- Price adjustment factor, as specified (b) above.
- Other taxes/fees, please itemize.
- State Motor Fuel Tax
- I.U.S.T. Tax
- Environmental Impact Fee
- Total per gallon (including fees per gallon listed above)
- Major brand of gasoline bid

Any discount terms should be stated.

JOLIET JUNIOR COLLEGE
BID FOR UNLEADED GASOLINE AND DIESEL FUEL

You will also be asked to answer the following questions in ESM:

1. Federal Excise Tax (check one):
 - We are able to pay federal excise tax for Joliet Junior College.
 - We are not able to pay federal excise tax for Joliet Junior College.
2. Please select your price adjustment factor for contract renewals beginning July 1, 2022.
 - For the annual renewals after the initial one-year term, we will provide annual service at the above cost plus an escalator of _____ per year.
 - For the annual renewals after the initial one-year term, we will provide annual service at the above cost plus inflation as determined by the increase in CPI for the Chicago area.
 - We propose an inflation factor tied to (specify your index or means of computing the increase)
_____.
 - We do not wish to provide a factor to subsequent years increases.

JOLIET JUNIOR COLLEGE RESERVES THE RIGHT TO AWARD ALL ITEMS TO ONE VENDOR OR TO MULTIPLE VENDORS DEPENDING ON WHAT IS CONSIDERED TO BE IN THE BEST INTEREST OF THE COLLEGE.

Bid information and results can be viewed at the following website:

www.jjc.edu/community/vendors