

**CITY OF PEORIA
CONTRACT
38-22A**

This agreement, made and entered into this 1st day of November A.D., 2022 by and between the City of Peoria, a municipal corporation, party of the first part , and Ag-Land FS, 1305 Valle Vista Blvd. Pekin, IL 61554, his/their executors, administrators, successors or assigns, party of the second part.

WITNESSETH: That for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the bond referring to these presents, the party of the second part agrees with said party of the first part, at his/their own proper costs and expense to furnish and deliver all the work, materials and supplies in accordance with the specifications contained in said proposal, and in full compliance with all of the terms of this agreement.

IT IS UNDERSTOOD AND AGREED that the, proposal, and statement or work and specifications are component parts of this contract and shall be deemed a part hereof. It is also understood and agreed that the contractor shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in or to it or any part thereof, unless the previous written consent of the City Manager of the City of Peoria shall first be obtained thereto.

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

THE CITY OF PEORIA

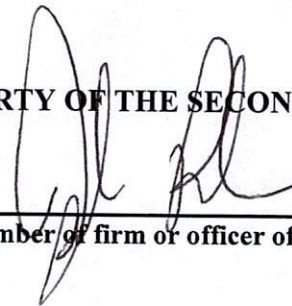
By 
City Manager

In accordance with the attached specifications, Ag-Land FS will provide fuel (gasoline and diesel) in Transport loads (small loads) to the City of Peoria.

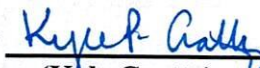
Rates are listed in Section 3.3 of the contract specifications.

The contract will begin November 1, 2022 and will terminate October 31, 2025 with an option one (1) year renewal.


PARTY OF THE SECOND PART

By 
(Member of firm or officer of corporation)

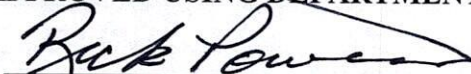
APPROVED FINANCE DEPARTMENT

By 
(Kyle Cratty)

APPROVED LEGAL DEPARTMENT

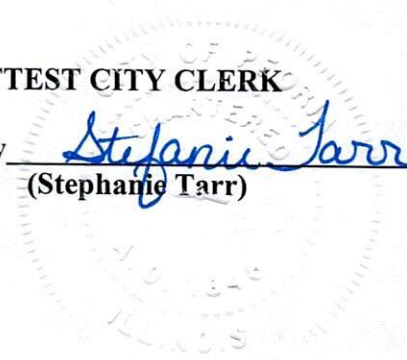
By 
(Patrick Hayes)

APPROVED USING DEPARTMENT

By 
(Rick Powers)

ATTEST CITY CLERK

By 
(Stephanie Tarr)





Legislation Details (With Text)

File #: 22-359 **Version:** 1 **Name:**
Type: Contract **Status:** Approved
File created: 10/19/2022 **In control:** City Council
On agenda: 10/25/2022 **Final action:** 10/25/2022
Title: Communication from the City Manager and Finance Director/Comptroller with a Request to APPROVE Three-Year (3) CONTRACTS with HERR PETROLEUM OIL for Large Loads (Tanker) and AG-LAND FS for Small Loads (Transport).

Sponsors:

Indexes:

Code sections:

Attachments: 1. 38-22 Fuel Bid Tabulation

| Date | Ver. | Action By | Action | Result |
|------------|------|--------------|----------|--------|
| 10/25/2022 | 1 | City Council | approved | Pass |

ACTION REQUESTED:

Communication from the City Manager and Finance Director/Comptroller with a Request to APPROVE Three-Year (3) CONTRACTS with HERR PETROLEUM OIL for Large Loads (Tanker) and AG-LAND FS for Small Loads (Transport).

BACKGROUND: The City of Peoria and County of Peoria currently participate in a joint contract for the purchases of fuel services. The City solicited bids for delivery of unleaded and diesel fuel to various City and County locations and received bids from 4 vendors. Analysis showed Herr Petroleum provided the best price for large loads (Tanker) and Agland FS for the small loads (Transport). See Attached Sheet.

FINANCIAL IMPACT: Funding for the purchase of fuel is provided in Public Works (Fleet) account number 1013024-504104 and Fire Department Account's 101-2233-504104 and 1012233-504106.

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Minimal savings for each order, but substantial time saving for City staff, eliminating the need to call numerous wholesale vendors.

IMPACT IF DENIED: The City could purchase on the spot market by calling numerous vendors or rebid the contract. If either of these options are chosen, due to the increase in fuel prices, we should expect to pay a much higher delivery fee.

ALTERNATIVES: Rebid the contract or buy off the spot market.

EEO CERTIFICATION NUMBER: Ag-Land FS - 03160-230331 Herr Petroleum 02038-230331

WHICH OF THE GOALS IDENTIFIED IN THE COUNCIL'S 2017 - 2032 STRATEGIC PLAN DOES THIS RECOMMENDATION ADVANCE?

1. Financially Sound City

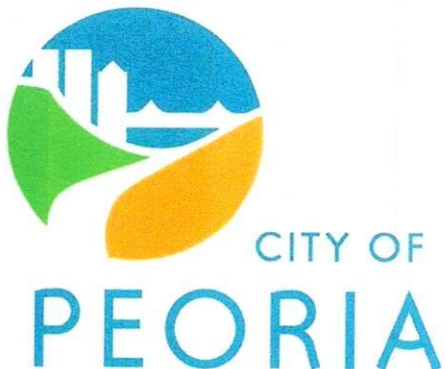
INVITATION FOR BID

Issued By

CITY OF PEORIA
PURCHASING DIVISION

PEORIA CITY HALL

419 FULTON ST * ROOM 108
PEORIA, ILLINOIS 61602
PHONE (309) 494-8507 * FAX (309) 494-8510



Sealed bids will be received at the Purchasing Office,
Peoria City Hall, Peoria, Illinois until
October 6, 2022 at 2:00 PM
for the goods or services described herein.

IFB 38-22
City of Peoria & Peoria County Fuel

Company Name Ag-Land FS Inc.

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LEGAL NOTICE
Invitation for Bid

The City of Peoria is currently accepting bids for the following goods or services:

City of Peoria & Peoria County Fuel

IFB # 38-22

Pre-bid meeting:

No pre-bid meeting is scheduled.

Bids will be received until:

October 6, 2022 at 2:00 pm.

At the following location:

**Peoria City Hall - Purchasing Division
419 Fulton St - RM 108
Peoria, IL 61602**

Bid documents and information may be obtained from the City of Peoria online bid portal at <https://www.bidnetdirect.com/illinois/cityofpeoria>

GENERAL INFORMATION

INTRODUCTION

The City of Peoria is currently accepting bids from qualified vendors for **IFB 38-22 - City of Peoria & Peoria County Fuel.**

PRE-BID MEETING

No pre-bid meeting is scheduled for this IFB.

BID INFORMATION

Sealed bids - one (1) original and three (3) copies - will be accepted by the City of Peoria, Purchasing Division, 419 Fulton Street, Room 108, Peoria, Illinois, 61602, until **2:00 pm, October 6, 2022.**

Bids shall be submitted in a sealed envelope or package with the bid title and bid number and marked on the outside. Please include your company name and return address on the outside of the envelope.

Bids received after the stated date and time will not be considered. Faxed proposals will not be accepted. Bids will be opened and publicly recorded immediately following the opening time.

AWARD OF BID

The bid will be awarded to the lowest responsive responsible bidder based on the given requirements. These are minimum specifications. The City of Peoria reserves the right to award to either a single or multiple vendors. The City reserves the right to waive technicalities and accept the bid that best suits its needs.

QUESTIONS*

All questions regarding this solicitation **must be submitted in writing.** Please submit all questions through the City of Peoria bid portal. <https://www.bidnetdirect.com/illinois/cityofpeoria>

**Vendors may not contact any other City Departments or Staff with inquires regarding this bid.*

Schedule of Events:

- Bid Issued.....9/12/22
- Bid Opening.....10/6/22
- Unofficial award added to City Council agenda.....10/12/22
- City Council meeting for contract approval.....10/24/22

GENERAL INSTRUCTIONS TO BIDDERS

1.1 ACCEPTANCE OF BIDS - The right is reserved, as the interest of the City may require, to reject any or all bids and to waive any non-material informality or irregularity in the bids received. All proposals will be in English. The City will award the bids as described below or reject all bids within sixty (60) calendar days from the bid opening date.

1.2 ADDITIONAL COPIES OF SPECIFICATIONS - Bidders may secure additional copies of the IFB specifications from the City of Peoria's [online bid platform](#).

1.3 REGISTERING ON BIDNET DIRECT - Bidders must register as a vendor on BidNet Direct to access documents. There is no charge to register. In order to complete registration go to [the BidNet Direct website](#) – click on “Vendor Registration” in the upper right corner of the page. Enter your company information, and when prompted, select the “Limited Access” option. If you have questions of problems while registering, please call the BidNet Support Team at 800-835-4603 for direct assistance.

1.4 ENVELOPE IDENTIFICATION - Bidders shall submit their response in a sealed envelope which shall be clearly labeled with the organization/individual name and address. Bidders should also indicate “**City of Peoria & Peoria County Fuel IFB 38-22**” in the LOWER LEFT-HAND CORNER OF THEIR ENVELOPE.

1.5 MAILING OF PROPOSALS – One (1) original and three (3) copies of all responses are to be mailed or delivered to:

***Peoria City Hall – City Purchasing Manager
419 Fulton St. Suite 108
Peoria, IL 61602***

1.6 CLOSING TIME - The closing time will be based upon Central Standard Time or Central Daylight Time, whichever is in effect on the date the IFB is due.

1.7 WITHDRAWAL OF BIDS - Bidders may withdraw their responses at any time prior to the closing time by telephone, fax or written request. A telephone request must be confirmed in writing within 24 hours of the call and prior to closing time. No bidder shall withdraw their response for a period of sixty (60) calendar days from the opening date. Negligence on the part of the bidder in preparing a response to the confers no right of withdrawal or modification of a bid after it has been opened. No bid will be opened which has been received after the closing time specified in the IFB and it will be returned unopened to the bidder.

1.8 ALTERNATE BIDS - The specifications describe the supplies and/or service, which the City feels are necessary to meet the performance requirements of the City. Bidders desiring to submit a bid on items which deviate from these specifications, but which they believe to be equivalent, are requested to submit alternate proposals. However, ALTERNATE TENDERS MUST BE CLEARLY INDICATED AS SUCH AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED. The bid must be accompanied by complete specifications of the items offered.

1.9 AWARD - An award will be made to the (responsive and responsible) bid that is with the lowest cost and is determined to be in the best interest of the City. The quality of the articles to be supplied, their conformity with specifications and their suitability to the requirements of the City and the delivery terms will be taken into consideration in making the award.

1.10 PRICES - Unit prices shall be shown for each unit on which there is a bid and shall include all packing, crating freight and shipping charges and cost of unloading supplies at destination unless otherwise stated in the bid response. All prices shall be stated in U.S. dollars. Unit prices shall not include any local, state, or federal taxes. In case of mistake in extension of price, unit price shall govern. All prices must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent there to and initialed in ink by the party signing the bid or his authorized representative.

1.11 SIGNATURES - Each bid response must be signed by the bidder with his usual signature. Bids by partnerships must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Bid responses by corporations must be signed with the name of the corporation, followed by the signature and title of person authorized to bind it on the matter. All signatures must be in ink.

By signing and submitting the response to this document, the Vendor/Contractor/Consultant is certifying they have not been barred from bidding by Federal, State or Local governments and have not been suspended or debarred from receiving federal funding.

1.12 INVESTIGATION - Bidders shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or service to be furnished in accordance with the bid. No plea of ignorance by the bidder, of conditions that exist or that may hereafter exist because of failure or omission on the part of the bidder to make the necessary examinations and investigations, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.

1.13 SAMPLES - Samples of items, when required, must be submitted within the time specified and at no expense to the City; and if not destroyed in testing, they will be returned at the bidders request and expense. Samples, which are not requested for return within thirty (30) days, will become the property of the City.

1.14 BID DEPOSIT – A bid deposit is not required for this IFB.

1.15 RESPONSES – A response is requested of all bidders even if it is a “no bid.” Do not include any personal information such as social security numbers that the bidder wishes to keep confidential.

1.16 BID PROCESS – This process does not obligate the City to award a contract, or pay any cost incurred by the Vendor/Contractor/Consultant responding to this request. The City reserves the right to accept or reject any or all statements received because of this request. All information submitted in response to this request will become the property of the City.

Please be aware that it is the City’s policy to not compensate a Bidder for any time or expenses incurred during the selection and negotiation processes.

1.17 EQUAL EMPLOYMENT OPPORTUNITY (EEO) – To be awarded a contract all Suppliers, Vendors and Contractors to the City of Peoria **must** be registered in the City of Peoria’s Contract Compliance Program and have a current EEO Certification number. This program is unrelated to any State and Federal program.

EEO certification is secured by completing and submitting, under notary seal, an Employer Report Form CC-1 (with required sexual harassment policy attached) to the City’s Equal Opportunity Office. *Please note the Certificate of Compliance is valid for one (1) year and must be renewed annually.* The CC-1 form can be downloaded from the City’s website at <http://www.peoriagov.org/equal-opportunity/> under *Equal Opportunity – Forms and Downloads*. The forms can also be obtained by writing or calling:

**City of Peoria
Equal Opportunity Office
419 Fulton Street
Peoria, IL 61602
(309) 494-8530 Voice
(309) 494-8532 TTY**

In accordance with Chapter 17 of the Peoria Municipal Code, a fifty-dollar (**\$50.00**) processing fee will be charged with each original submission of the Employer Report Form CC-1 that results in an approved certificate as well as the Annual Renewal Application. The only exception to payment of the processing fee is neighborhood associations.

Although all vendors are encouraged to obtain Equal Employment Opportunity Certification, vendors do not need an Equal Opportunity Certification to respond to a bid. The EEO Certification Number is only required prior to the award of the contract.

1.18 GOOD FAITH EFFORTS REQUIREMENTS (projects exceeding \$50,000)

Minority/Women Business Enterprise (M/WBE) Utilization – Bidders must demonstrate that they made good faith efforts to meet participation goals. Documentation supportive of their good faith efforts to utilize M/WBEs must be submitted at the time of bid. For details on what records, see M/WBE Participation Requirements for Good-Faith Efforts, Section III.

Compliance Reporting Minority/Female Worker Utilization - The General Contractor and its subcontractors must provide to the City of Peoria documentation on their good faith efforts to comply with the workforce participation goals. This would include, but not limited to, weekly certified payroll reports. All information will be provided through **ePrismSoft**, an electronic web-based compliance tracking software. Access to **ePrismSoft** has been furnished by the City of Peoria. To activate access the General Contractor and subcontractors must register at www.eprismsoft.com. Use the help page, which is accessible before logging in, to get started. If needed, contact the Contract Supervisor for help.

CONTRACT TERMS

- A. **TAXES** - The City is exempt, by law, from paying State and City Retailers Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax. The City will execute tax exemption certificates whenever required. The unit prices should be exclusive of all taxes. In the event the unit price includes taxes, the bidder must show the amount of tax included in the unit price.
- B. **PERFORMANCE BOND** – A performance bond is not required for this IFB.
- C. **PAYMENT BOND (For Construction Contracts)** – A payment bond is not required for this IFB.
- D. **CITY'S AGENT**- The City of Peoria's Purchasing Manager or his designee shall represent and act for the City in all matters pertaining to the IFB and contracts in conjunction thereto.
- E. **PATENTS** - The successful bidder agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material process, article or device that may involve the manufacturer, construction or form a part of the work covered by the contract.
- F. **HUMAN RIGHTS ACT** - The contract will be subject to and governed by the rules and regulations of the Illinois Human Rights Act 775ILCS5/1-101 et seq. and as amended. And the provision of Chapter 775 of the Illinois Compiled Statutes 5/2-105 on Sexual Harassment policies.
- G. **NON-COLLUSION** - With the executing of this bid the Bidder is certifying to non-collusion in the preparation and submittal. The bid must be properly executed upon submission, or it may not be considered for acceptance.
- H. **DEFAULT** - In case of default by the contractor, the City will procure the articles services from other sources and hold the contractor responsible for any excess cost incurred.
- I. **CANCELLATION** - The City reserves the right to cancel the whole or any part of the contract, if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The cancellation notice will be written and delivered by certified mail to contractors address on record. In the event the contract is canceled, the vendor may be declared an irresponsible vendor by the City Manager and as a result may be disqualified from doing business with the City for the period of one year in accordance with Section 10-102 of the Peoria City Code. The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the City, fires or floods.
- J. **PRICES SPECIFIED** – The successful bidder agrees to furnish the material or services according to the City's plans, specifications, and conditions and at prices specified.
- K. **BID-RIGGING OR BID-ROTATING** -By the signing of this bid, the Bidder is certifying that the company is not barred from bidding because of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating per Public Act 720ILCS, Section 5-33E- 3 and 5/33E-4.

L. **DELINQUENT PAYMENT** - By signing this bid, the Bidder is certifying that the company is not delinquent in the payment of any indebtedness, tax, fee, liens, fines owed or accruing to the City of Peoria or in the payment of any tax administered by the Illinois Department of Revenue and is in compliance with the terms and conditions of Section 10-109 of the Peoria City Code; and Chapter 65 of the Illinois Compiled Statutes, Section 5/11-42.1-1.

M. **INSURANCE** – The successful Bidder shall obtain, at its own expense, all necessary insurance regarding its fiduciary responsibility to the City of Peoria. Said Bidder shall indemnify and hold harmless the City of Peoria, its officials, officers, directors, employees, heirs and assigns from any and all actions, claims, demands or suits at law or equity for damages, costs, loss or other injury as a result of the contract. The City does not assume any liability for acts or omissions of contractor and such liability rests solely with contractor. The contractor and all subcontractors shall secure and maintain such insurance policies as will protect the contractor or subcontractors from claims for bodily injuries, death or property damage which may arise from operations under this Contract whether such operations be by contractor, or anyone employed by contractor directly or indirectly. The following insurance policies are **required**:

a. **Commercial General Liability -**

- i. \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
- ii. The City of Peoria, and its officers, officials, employees, agents, and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the contractor's work, including activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, leased, or used by the contractor, or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Peoria and its officers, officials, employees, agents and/or volunteers.
- iii. The contractor's insurance coverage shall be primary and non-contributory as respects the City of Peoria and its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City of Peoria and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of contractor's insurance and shall not contribute with it.

b. **Commercial Auto -**

- i. \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.

c. **Workers Compensation Insurance –**

- i. Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident.

d. **Certificates of Insurance** –

- i. Certificates of insurance acceptable to the City indicating insurance required by the Contract is in force shall be filed with the City prior to contract approval by the City. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the City.

N. **PRECEDENCE** - Where special conditions are written in the specifications, these conditions shall take precedence over any conditions listed under the “Instructions to Bidders.”

O. **GOVERNING** – This contract will be governed by the laws of the State of Illinois. The Contractor/Vendor agrees that Chapter 10 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim.”

P. **AFFIRMATIVE ACTION REQUIREMENTS** - “The Contractor/Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual harassment, ancestry, national origin, place of birth, age or physical or mental handicap(s) which would not interfere with the efficient performance of the job in question. The Contractor/Vendor will take affirmative action to comply with the provision of this division and will require any Subcontractor to submit to the City written commitment to comply with this division. The Contractor/Vendor will distribute copies of this commitment to all persons who participate in recruitment, screening, referral and selection of job applicants, prospective job applicants, member or prospective Subcontractors.”

- a. The Contractor/Vendor agrees that the provision of Division 4 of Article III of Chapter 17 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim.”

Q. **EMPLOYEE EMPLOYMENT RESTRICTIONS** - The Contractor agrees, as a condition of accepting this contract with the City of Peoria, that, for a period of one (1) year following completion of this contract, it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the Contractor for performance of this contract; (2) coordinating the efforts of the Contractor in the consummation or completion of this contract; or (3) monitoring or determining the performance of the Contractor. The Contractor further acknowledges and agrees that, upon the City’s determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other contract(s) between the City of Peoria and the Contractor; (2) disqualification of the Contractor from bidding or being awarded future contracts with the City of Peoria for a period of two (2) years; and/or (3) payment of liquidated damages to the City of Peoria in the amount of Twenty-Five Thousand Dollars (**\$25,000.00**). *This does not apply to any City Employee involved in the 2011-12 reduction in force; nor does it apply to parties taking the Early Retirement Incentive offered by the City from November 1, 2011 through November 1, 2012.*

R. **LOCAL PURCHASING** - For purchases of \$10,000.00 or greater, if:

- a. The lowest bidding local vendor is a responsible bidder; and
- b. The lower-bidding responsible bidders are not local vendors; and
- c. The lowest bidding local vendor's bid is higher than the non-local vendor by no more than three (3) percent, then that local vendor should be considered the lowest responsible bidder.
- d. In case of a dispute regarding the application of this provision, the decision of the City Manager or the Purchasing Agent acting for him/her shall be final. For purposes of this subsection, a local vendor shall be one that sells goods or services to the public, either retail or wholesale, and owns or leases a physical, commercial business location, with on-site staffing and regular business hours, within the corporate limits of the City of Peoria, Illinois. The provisions of this subsection shall not be applied to a contract if the funding source prohibits local preference by law, rule or regulation.

S. **REFERENCE** - All the contract terms shall be incorporated by reference into any written contract.

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INVITATION FOR BIDS
SPECIFICATIONS FOR
GASOLINE AND DIESEL
FOR USE BY
PEORIA COUNTY AND CITY OF PEORIA

PROVISION OF GASOLINE

SECTION I GENERAL TERMS AND CONDITIONS

- 1.0 The intent of these specifications is to set forth and convey to prospective bidders the general type, character and quality of the FUEL PROVISION SERVICES described by Peoria County and the City of Peoria.
- 1.1 Any deviation from these specifications shall be clearly noted. Adequate information must be provided to allow complete evaluation of the exceptions.
- 1.2 Bid evaluation will be made on the following criteria:
 - a. Purchase price
 - b. Capability of vendor to fulfill requirements of bid.
- 1.3 The requester reserves the right to reject all bids. The requester reserves the right to waive informalities in bids.
- 1.4 For additional purchasing information, contact Justin Danyus, Purchasing Manager, City of Peoria, Purchasing Division, at (309) 494-8507.

SECTION II SPECIFIC REQUIREMENTS

- 2.0 The requester desires to have a vendor supply gasoline, diesel and other fuels as needed. The City and County expects to purchase approximately:

450,000 gallons of **Unleaded 87 (minimum) Octane or 89 Octane 90-10 Blend** gasoline over a twelve-month period. While the City and County believe this to be an accurate estimate, the figure of 450,000 gallons is not guaranteed.

200,000 gallons of **2 Diesel Low Sulfur and/or BIO Diesel B2** over a twelve-month period. While the City and County believe this to be an accurate estimate, the figure of 200,000 gallons is not guaranteed.

10,000 gallons of **E-85 Ethanol Fuel Blend** over a twelve-month period. While the City and County believe this to be an accurate estimate, the figure of 20,000 gallons is not guaranteed.

- 2.1 The contract shall be for a period of three (3) years with an option to extend for one additional year. The option to extend shall be executed on anniversary. The option is at the discretion of both parties to the contract.
- 2.2 Vendors will quote a **fixed** rate of overhead plus specific freight. When requested, vendors are to deliver the lowest priced gasoline for that delivery (based upon the **OPIS REPORT FOR TERMINAL USED**). The vendor will supply the requester with a printout of the **OPIS REPORT FOR THAT DAY**. The brand which is delivered and the price for that brand on that day will be marked. (Also, note 3.0 below)
- 2.3 Price increases or decreases will require proof from the vendor. A copy of the **OPIS REPORT FOR TERMINAL USED** Constitutes.
 - 2.3.1 Increases or decreases can be in fractions of a cent.
 - 2.3.2 The bidder must agree to furnish proof of cost for any date requested by Peoria City and County.
 - 2.3.3 **The requester reserves the right to inspect and copy all vendor invoices related the requested deliveries during the term of the contact.** The successful vendor will provide the records and adequate workspace for the City or County upon notice.
- 2.4 The laboratory testing of gasoline will be conducted at any time, not to exceed once per quarter, at the sole cost and expense of the bidder. The testing will be determined by the requester. The requester reserves the right to test the gasoline at any time in excess of once per quarter at its expense.
- 2.5 Due to fluctuating usage, delivery may be required within twelve (12) hours from the time notification is dispatched to the vendor.
- 2.6 Deliveries are to be made to:
 - 2.6.1 Public Works Facility – Dries Lane – Four (4) 10,000 gallon tanks, Two (2) gasoline, One (1) diesel and One (1) E85
Peoria Police Department – One (1) 10,000 gallon tank
County of Peoria – Highway Department – Plank Road – Two (2) tanks, 10,000 gallons each.
Dunlap – one (1) split tank 8,000 diesel, 4,000 unleaded

2.6.2 City of Peoria has four (4) smaller tanks that have to be delivered in a transport which we would like bids on. This part will be evaluated separately and may be awarded separately.

Central Fire House – One (1) 2,500 diesel, one (1) 1,000 unleaded
Fire House #8 – One (1) 2,500 diesel
Fire House #16 – One (1) 2,500 diesel
Public Works Dries Lane – One (1) 500 unleaded

2.7 The gasoline may be billed as net gallons. However, gross gallon information shall also be shown on the billing.

2.8 The tanker truck does carry 8,000 gallons of fuel. In the past the City/County have ordered less than a tanker. It has been decided that 7,000 gallons and up will be considered or a full load. This can be split loads. If the order falls below 7,000 gallons, freight can be charged for a full load (7,000 gallons).

2.9 Provisions of the Prevailing Wage Act, 820 ILCS 130/0.01 et.seq., **does not** apply to this contract.

3.0 Although this document indicated **OPIS REPORT FOR TERMINAL USED** The vendor can indicate another method to show fuel cost. Please describe below:

[Redacted]

3.1 **OPTIONAL PRICING**

As a separate response - Vendors are encouraged to provide pricing for services that will enhance this contract. These services may include, but not limited to: tank monitoring services, streamlining order processing, streamline invoicing, tank cleaning ect.

Please provide as a separate response with description and cost of service.

**CITY OF PEORIA
BID PROPOSAL**

3.2 Pricing

TANKER

For each delivery, vendor will ship the least expensive gasoline/diesel available (as determined by the **OPIS REPORT**). The vendor will then add their fixed rate of profit/overhead to the base price.

FIXED RATE OF OVERHEAD/PROFIT SHALL BE:

| | | |
|---------------------------------|-----------------|---------------|
| | . 01 | |
| Freight rate for each location: | <u>GASOLINE</u> | <u>DIESEL</u> |
| * Highway Dept * <u>OPIS</u> | . 04 | . 05 |
| Public Works: | . 04 | . 05 |
| Police: | . 04 | . 05 |
| Highway Dept: | . 04 | . 05 |
| Dunlap: | . 04 | . 05 |

City and County are exempt from taxes except: State MFT, Underground Storage Tax and Environmental Fee

The executing of this form certifies understanding and compliance with the total bid package.

BID SUBMITTED BY:

AG-LAND PS INC. # _____
Company Peoria EEO Certificate of Compliance Number

1505 Valle Vista Blvd.
Address

Peoria IL 61554 309-346-4145
City State Zip Daytime Telephone #

309-202-3425 Kevin Lockart
After Hour Telephone # Contact Person (Please print or type)

Kevin Lockart ENERGY CONSULTANT
Name of Authorized Agent or Officer Title

[Signature]
Signature of Authorized Agent or Officer
10/5/22
Date

PLEASE MARK ENVELOPE: BID # 38-22

**CITY OF PEORIA
BID PROPOSAL**

3.3 Pricing

TRANSPORT

For each delivery, vendor will ship the least expensive gasoline/diesel available (as determined by the **OPIS REPORT**). The vendor will then add their fixed rate of profit/overhead to the base price.

FIXED RATE OF OVERHEAD/PROFIT SHALL BE: .12

Freight rate for each location: **Fire:** N/A

City and County are exempt from taxes except: State MFT, Underground Storage Tax and Environmental Fee

The executing of this form certifies understanding and compliance with the total bid package.

BID SUBMITTED BY:


A-G LAND FS INC. # _____
Company Peoria EEO Certificate of Compliance Number

1505 VALLE VISTA Blvd.
Address

Peoria IL 61554 309-346-4145
City State Zip Daytime Telephone #

309-202-3425 Kevin Lockart
After Hour Telephone # Contact Person (Please print or type)

Kevin Lockart ENERGY CONSULTANT
Name of Authorized Agent or Officer Title


Signature of Authorized Agent or Officer

10/5/22
Date

PLEASE MARK ENVELOPE: BID # 38-22