

# REQUEST FOR PROPOSAL FOR FUEL DISPENSER REPLACEMENT FOR THE CITY OF ROCK ISLAND PUBLIC WORKS DEPARTMENT, FLEET SERVICES DIVISION

September 23, 2019

The City of Rock Island is seeking proposals from qualified firms to perform fuel system storage tank repairs and to provide and install one (1) Gasohol dispenser, one (1) Unleaded gasoline dispenser, and one (1) Diesel fuel dispenser.

Proposals shall be in a sealed envelope and clearly marked on the front “**Fuel Dispenser Proposal . . . Do Not Open.**” Sealed proposals for all of said work will be received by the Public Works Fleet Manager until 1:00 P.M. on October 11, 2019.

Proposals shall be completed on approved forms and delivered to the Fleet Division of the Public Works Department, 1309 Mill Street, Rock Island, IL 61201. No electronically transmitted proposals will be accepted. Proposals must be submitted on the required forms and signed by an authorized agent to be considered responsive to the Request for Proposal. The City of Rock Island reserves the right to accept or reject any or all proposals, decide what products and services meet, exceed or are equal to specifications and to waive any technicalities.

All proposals shall be hand delivered or received by mail. No electronic submissions will be accepted. The following items must be included with your proposal or be subject to disqualification:

1. **Proposal Specification Sheet** - Specifications are a minimum and if your equipment exceeds the specifications, then you are in compliance.
2. **EEO Policy Statement** - Sign and date this page and include your own, if applicable.
3. **Vendor Information Sheets** - All information available about the equipment being proposed must accompany your proposal to confirm the equipment meets specifications.

Technical questions and those regarding the process or submitting your proposal should be directed to:

Alan Vanderheyden, City of Rock Island Public Works Fleet Manager, at (309) 732-2252 or by email: [vanderheyden.alan@rigov.org](mailto:vanderheyden.alan@rigov.org)

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**GENERAL CONDITIONS**

Award of the contract will be based upon compliance with the specifications, availability, quality of the products and services being proposed, price, and delivery. Delivery shall be firm and the City of Rock Island reserves the right to cancel an order not delivered and completed within the quoted time. Proposers shall be fully aware that this project involves a highly visible client with a strategically important contract that has mission-critical elements and will require the full commitment and support of the successful proposer. The successful award of this contract will be based upon complete evaluation of the offered products, contractual constraints, conformity with current equipment and the completeness of the overall proposal; therefore, the lowest price will not automatically constitute the award of the contract.

A contract shall not be awarded to any individual, partnership, or corporation in arrears to the City of Rock Island upon debt of contract, or who is a defaulter as surety or otherwise upon any obligation to the City of Rock Island, Illinois, or who is not authorized to do business in the State of Illinois, or who is not in compliance with all applicable local, state and federal laws.

All vendors, contractors, subcontractors, and truckers rendering services under this contract shall comply with all Federal, State, and local laws, ordinances, rules and regulations governing the work required under the terms of this Contract.

**PRICING**

In pricing the proposal, where applicable, vendors must state the price per unit of quantities required and make calculations based on total quantity requested. The City of Rock Island reserves the right to correct extension errors. The City of Rock Island will correct the total price based on price per unit. All entities shall receive the same price per unit. No additional delivery costs will be accepted. If additional costs are associated with installation, the price must be noted separately.

**PRICE CONFIRMATION**

The successful Vendor shall warrant and guarantee that the price proposed will be firm and that there will be no escalation of cost or price at the time of delivery or completion. All prices shall remain firm for sixty (60) days from the proposal opening date to allow the approval by all participating entities.

**DISCOUNTS AND TAXES**

The City of Rock Island is a local government agency. The City of Rock Island is eligible for state and local government discounts. The City of Rock Island is exempt from Federal excise tax, state sales tax and local sales tax, and as such, these taxes should be excluded from the prices contained herein. For your convenience, the City of Rock Island Tax Exempt Certificate Number is: E9993-6909-07

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**DELIVERY**

All prices quoted shall be for the following location within 60 days of receipt of the City's Purchase Order or sooner, Vendor to state date on page with proposal pricing. Fuel dispensing equipment shall be fully assembled and installed at the following location:

City of Rock Island  
Fleet Services Division  
1309 Mill Street  
Rock Island, Illinois 61201  
Contact: Alan L. Vanderheyden, Public Works Fleet Manager (309) 732-2252

**WARRANTY**

Vendor shall provide warranty against defects in workmanship and material under normal use for purchased equipment and installation. This warranty is void if failure of the equipment is due to unauthorized modification, misuse, lack of normal maintenance, abnormal conditions of operation, or unauthorized attempts to repair. The Vendor will be promptly notified of any suspected defects in equipment operation.

The vendor shall install equipment and parts that have been approved and meet the standards set by the United States Environmental Protection Agency to be compatible for the dispensing of Gasoline and Diesel Fuels. All parts will need to be compatible for use with the existing fuel containment, management and monitoring systems.

Furthermore, the Vendor is not aware of any infringement or basis for an infringement for any patent, copyright, trade secret, or other propriety right in the specification, and will indemnify and defend the City of Rock Island in the event of any infringement suits.

*The equipment must have as a minimum a 12-month warranty*, beginning from the date of completion, and acceptance by the City of Rock Island of the installation and equipment. A copy of the warranty coverage must accompany each proposal. In the event of a malfunction during the warranty period, the Vendor must specify the procedure under which the equipment will be serviced. This policy must be included in the Proposal.

In instances of more than two failures during the first 12 months, the City of Rock Island reserves the right to require replacement of equipment. Such replacement shall be at the expense of the Vendor. If such replacement is required, the City of Rock Island first will give written notice to the Vendor outlining the problem and allowing thirty (30) days from notification to resolve the problem.

The Vendor will be expected to warrant, at a minimum, that the completed installation and all equipment provided will perform in accordance with the proposal documents it submits in response to this Request for Proposal.

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**CONFLICTS OF INTEREST**

The City of Rock Island reserves the right to request the Vendor to file a statement that no City of Rock Island official or employee has an interest in the purchase.

**ASSIGNMENT**

Neither the provisions of this Request for Proposal, nor any of the obligations of either party, shall be assigned or transferred in whole or in part to any person, firm, or corporation without the prior written consent of the other party. Any such assignment or transfer shall not release either party from its obligation to the other party.

**RISK OF LOSS OR DAMAGE**

During the period the equipment is in transit, or in the possession of the Vendor, up to the time delivery is completed, the Vendor agrees to insure the equipment for all risk of loss or damage to the same.

After delivery and installation is complete and the completed project is accepted by the City of Rock Island, the risk of loss or damage shall pass to the City of Rock Island.

**INSURANCE REQUIREMENTS**

- A. The contractor shall carry or require that there be carried, Workman's Compensation Insurance for all their employees and those of their subcontractors engaged in work at the site in accordance with State or Territorial Workman's Compensation Laws.
- B. The Contractor shall carry, or require that there be carried, Manufacturers' and Contractors' Public Liability Insurance, with limits of \$1,000,000 per occurrence/\$1,000,000 aggregate, to protect the contractor and his subcontractors against claims for injury to or death of one, or more than one person, because of accidents which may occur or result from operations under the contract. Such insurance shall cover the use of all equipment, hoists, and motor vehicles on the site, or hauling materials or debris from the site.
- C. The contractor shall carry, during the life of the contract, Property Damage Insurance in an amount not less than \$100,000 to protect them and their subcontractors from all claims for property damage that might arise from operations under this contract.
- D. Before commencing work, the contractor shall submit evidence of the coverage required above to the City for review and approval. Such evidence shall contain the following cancellation clause: "NO CANCELLATION BEFORE EXPIRATION DATE OF POLICIES LISTED HEREIN ABOVE SHALL BE EFFECTIVE UNLESS THE HOLDER OF THIS CERTIFICATE HAS RECEIVED AT LEAST

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TEN (10) DAYS PRIOR WRITTEN NOTIFICATIONS OF SAID CANCELLATION.” The City of Rock Island will, in writing, identify the policies and indicate approval or disapproval. New policies from other companies shall be provided in place of those disapproved. Such insurance shall be carried with financially responsible insurance companies licensed in the State and approved by the City, and shall be kept in force until the contractor’s work is accepted by the City. Contracts of insurance (covering all operations under this contract) that expire before the City accepts the contractor’s work will be renewed and evidence submitted to the City for its approval. This may be provided after the bids have been opened, but prior to the signing of the contract.

- E. The Contractor shall also obtain at his own expense, and deliver to the City, an Owner’s Protective Liability Insurance Policy naming the City of Rock Island as insured with the same insurance company with which the contractor carries their Contractor’s Public Liability Insurance and Automobile Liability Insurance, and in like amounts. In lieu thereof, The City of Rock Island shall accept being named as an additional insured on the policy required in Paragraph “B” above and receipt of a duplicate policy. No policy will be accepted which excludes liability for damage to underground structures, or by reason of collapse. At any time during the life of the contract should blasting be required, the contractor will provide additional coverage to the City of Rock Island.
- F. In case any or all of this work is sublet, the contractor shall require the subcontractor to procure and maintain all insurance under this contract, and in like amounts.
- G. Indemnify the City of Rock Island – In addition to carrying the above insurance, the contractor and their sureties will indemnify and hold harmless the City of Rock Island and all of its officers, agents and employees, against any claims and liabilities arising from or based on the violation of any law, ordinance, regulation, or order whether by themselves or employees.

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**MINIMUM PROPOSAL REQUIREMENTS**

The successful proposal will comply with all the requirements identified in these specifications. If it is necessary to propose alternate equipment or to take exceptions to the minimum requirements as set forth, this must be so stated in the proposal. If extra space is needed to describe the product, attach extra sheets as needed. When doing this, the description must reference the appropriate section of the specifications. The proposal is to state exactly what the Vendor intends to furnish, otherwise, it is expressly and fully understood that the Vendor will furnish all items stated. The proposal must be accompanied by descriptive literature (marked) indicating the exact items to be furnished. The term "as specified" or similar limiting language will not be acceptable. The proposal shall follow the same sequence as the requirements in this Request for Proposal for ease of proposal evaluation for compliance.

Proposal will include all parts and labor to complete the following:

1. Diesel Hi-Flow European Suction Fuel Dispenser.
2. Unleaded Hi-Flow European Suction Fuel Dispenser.
3. Gasohol Hi-Flow European Suction Fuel Dispenser.
4. Disconnect, remove, and salvage current Gasboy dispensers.
5. Raise in tank suction stubs from 4 inches to 6 inches from the bottom of tanks.
6. Install three (3) 18" Cast Iron Manways over tanks to proper elevation to shed water.
7. Replace probe riser pipes on all three (3) underground fuel storage tanks.

The Vendor shall install equipment and parts that have been approved and meet the standards set by the United States Environmental Protection Agency to be compatible for the dispensing diesel fuel, gasohol, and unleaded gasoline. All parts will need to be compatible for use of the existing fuel containment, management and monitoring systems.

The Vendor will be required to obtain the permit required for work with the Illinois State Fire Marshal.

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**CERTIFICATION**

**INCOMPLIANCE WITH 720 ILCS 5/33E-11**

**INDIVIDUAL**

The undersigned individual certifies that he or she is not barred from bidding on this contract as a result of a violation of either 720 ILCS 5/33e-3 or 720 ILCS 5/33e-4, bid-rigging or bid-rotating.

Signature of Vendor:

\_\_\_\_\_

Business Address:

\_\_\_\_\_

Business Phone Number:

\_\_\_\_\_

SUBSCRIBED AND SWORN to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2019

(seal)

\_\_\_\_\_  
Notary

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**PARTNERSHIP**

The undersigned certifies on behalf of the partnership named below that the partnership is not barred from bidding on this contract as a result of a violation of either 720 ILCS 5/33e-3 or 720 ILCS 5/33e-4, proposal-rigging or proposal-rotating.

Further, the undersigned certifies and warrants that he or she is duly authorized to execute this certification on behalf of the partnership and in accordance with the partnership agreement and the laws of the State of Illinois and that this certification is binding upon the partnership and is true and accurate.

Partnership Name: \_\_\_\_\_

Signed by: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_

Names and Addresses of All Partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUBSCRIBED AND SWORN to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2019

(seal)

\_\_\_\_\_  
Notary



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**CORPORATION**

The undersigned certifies on behalf of the corporation names below that the corporation is not barred from bidding on this contract as a result of a violation of either bid-rigging or bid-rotating. Further, the undersigned certifies and warrants that he or she is duly authorized to execute this certification on behalf of the corporation in accordance with by-laws of the corporation and that this certification is binding upon the corporation and is true and accurate.

Corporate Name: \_\_\_\_\_

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Names of Corporate Officers:

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Attest: \_\_\_\_\_

Secretary

SUBSCRIBED AND SWORN to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2019

(seal)

\_\_\_\_\_  
Notary

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**POLICY STATEMENT  
EQUAL EMPLOYMENT OPPORTUNITY**

It is the policy of \_\_\_\_\_ (insert vendor/business name) to provide equal employment opportunity to all persons regardless of race, color, religion, sex or national origin. Accordingly, we will take Affirmative Action to insure that we will:

1. Recruit, hire and promote in all job classifications regardless of race, color, religion, sex or national origin.
2. Make promotional decisions that are in accordance with principles of equal opportunity by imposing only valid requirements for promotional opportunities.
3. Incorporate our equal employment opportunity policy in all personnel actions such as compensations, benefits, transfers, layoffs, returns from layoffs, company sponsored training, education and tuition assistance.
4. Conduct social and recreation programs sponsored by our agency without regard to race, color, sex and religion.

Vendor/Business Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_