



Bid Title: FUEL: WAGONLOAD QUANTITIES

Bid Number: 17-20

Requesting: Bid; 2 originals and 1 electronic submittal

Issue Date: March 2017

Mandatory Pre-Bid Meeting: None

Last Date for Questions and Pre-Approvals: Tuesday, April 18th, 2017 prior to 5:00pm

Last Date for Publishing Addendums: Thursday, April 20th, 2017 prior to 5:00pm

Sealed Bids due: **Wednesday, April 26th, 2017 prior to 2:00 pm local time**

Attn.: City Clerk

City of Aurora; 44 E Downer Place; Aurora, IL 60507

Public Opening: **Wednesday, April 26th, 2017 at 2:10 pm local time**

Council Chambers (City Hall 2nd floor)

City of Aurora; 44 E Downer Place; Aurora, IL 60507

Contract Term: Approval – 12 months (1 year contract + options for two (2) one (1) year extensions)

Quantity: approximately \$145,000/year (x possible 3 years = potential \$435,000 award)

Bid Bond requirement: none

Enclosures: Instructions for Bidders

Specifications

Exhibit A

Exhibit B

Forms Provided for Submitting this Offer:

Bid Proposal *cover page/page 1*

Affidavit *page 2*

Certification of Compliance *page 3*

Price Proposal *page 4*

Contact Information *page 5*

Contract Document *page 6*

Vendor Application (to be submitted by new vendors not currently on file with the city)

Customized Mailing Label for sealed submittal

Bidder Checklist

City of Aurora Contact: Jolene Coulter; purchasingDL@aurora-il.org

All questions concerning this solicitation shall be via e-mail and received no later than time stated. A written response in the form of a public addendum will be published on the city website at www.aurora-il.org/Finance/Purchasing/bid_invitation by the time stated. It is the bidder's responsibility to check the city website to verify receipt of all addenda.

Contact with anyone other than the above for matters relative to this solicitation during the solicitation process is prohibitive.

INSTRUCTIONS TO BIDDERS

1. REQUIREMENTS OF BIDDER

The successful Bidder may be required to (a) enter into a contract with the City of Aurora covering matters and things as are set forth in the Bid Proposal Package; and (b) carry insurance acceptable to the City covering public liability, property damage and workers compensation.

2. ACCEPTANCE OF BID PROPOSALS

- a. Bidder must submit the requested number and type of responses as stated on the cover page of this solicitation. All requested information, and appropriate forms, certificates, affidavits and addendum acknowledgements must be included in each submittal in order to be considered responsive.
- b. Bids must be submitted on the forms provided. All information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to include all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a Bid. Name of person signing should be typed or printed below the signature.

Envelopes containing bids must utilize the enclosed sealed bid label.

- c. The City of Aurora reserves the right to cancel this solicitation at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Bidder as a result of that cancellation. The City reserves the right at any time and for any reason to accept or reject any or all Bids or portion thereof, or accept an alternate bid. The City may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection. The City reserves the right to waive any immaterial defect in any bid, or technicality, informality or irregularity in the bids received, and to disregard all nonconforming or conditional bids or counter-proposals. Unless otherwise specified by the bidder or the City, the City reserves the right to hold bids for ninety (90) days from the opening date.
- d. Bidder agrees to accept a notice of award, if selected, based on the terms of this solicitation in the event that a notification of award is received on or before expiration of the 90-day time period. Each Bidder is solely responsible for the risk and cost of preparing and submitting a Bid Proposal.
- e. Although price is a consideration, qualifications and experience, capacity to handle the work, and response to the bid, will also be considered. No Bid Proposal will be considered unless the Bidder shall furnish evidence satisfactory to the City that they have the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the Bid and execute the Work should the Bid be awarded to them. Bid Proposal documents which are not responsive to the requirements herein may not be considered by the City for an award of the Bid.

The Bidder will be awarded in the City's best interests based on these and other legally-allowable considerations. The City and its representatives and agents may make any

investigations deemed necessary to determine the ability of the Bidder to perform the Work. The Bidder shall furnish any information and data requested by the City for this purpose.

3. RECEIPT OF BID PROPOSALS

- a. Bid Proposals may be delivered to the address stated on the sealed bid in person. Overnight courier is acceptable provided timely receipt of Bid Proposals. The City shall not be responsible for late delivery of your Bid by a third party courier. The Bidder assumes responsibility for late delivery. It is the sole responsibility of the Bidder to see that their Bid Proposal is received prior to the due date and time.
- b. Any Bid Proposal received after the specified time shall be rejected and returned unopened.

4. WITHDRAWAL OF BID PROPOSALS

Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. Bidders may not withdraw their bid after the opening without the approval of the Director of Procurement. Requests to withdraw a bid must be in writing and properly signed. Bidders may, however, without prejudice, modify or withdraw its bid by written request, provided that the request is received by the City Clerk prior to the scheduled opening and at the address to which bid proposals were to be submitted. Following withdrawal or modification of its Bid Proposal, Bidder may submit a new Bid Proposal, provided it is received prior to the bid proposal due date.

5. BID DEPOSIT

If a Bid Deposit is required, it will be specified on the cover page of this document.

6. CITY'S AGENT

The Director of Procurement, or delegate, shall represent and act for the City in all matters pertaining to the bid proposal and Bid in conjunction thereto.

7. INVESTIGATION

It shall be the responsibility of the Bidders to make any and all investigations necessary to become thoroughly informed of what is required and specified in the bid. No plea of ignorance by the Bidders of conditions that exist or may hereafter exist as a result 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 of the compensation to the Bidder.

Each Bidder submitting a bid proposal is responsible for examining the complete Invitation to Bid Package and all Addenda, and is also responsible for all conditions that might in any way affect the cost or the performance of any Work. Failure to do so will be at the sole risk of the Bidder, and no relief will be given for errors or omissions by the Bidder. If awarded the Bid, the Bidder will not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder should have fully informed himself, because of his failure to have so informed himself prior to submitting the bid proposal. The submission of a bid proposal shall be construed as conclusive evidence that the Bidder has made such examination as is required in this section and that the Bidder is conversant with local facilities and difficulties, the requirements of the Invitation to Bid documents, and of pertinent, local, state and federal laws and codes, prevailing local labor and material markets, and has made due allowance in its bid proposal for all contingencies.

8. **BIDDER CAPABILITY**

The City reserves the right to require of the Bidder proof of his/her capability to perform as required by the specifications. However, prequalification of the Bidder shall not be required. The City may, at its option, disqualify a Bidder and reject his bid proposal for cause. Reasons deemed sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among Bidders.
- Receipt of more than one bid proposal on any project from an individual, or from a corporation. This restriction does not apply to subcontractors.
- Default on any previous Bid.
- Unreasonable failure to complete a previous Bid within the specified time or for being in arrears on an existing Bid without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Bidder's financial statement, experience and/or plant and equipment.
- **Any Bidder who owes the city money may be disqualified at the City's discretion.**

9. **ALTERNATE PROPOSALS**

The specifications are prepared to describe the goods and/or service which the City deemed to be in the best interest to meet its performance requirements. Bidders desiring to submit a Bid Proposal on items which deviate from the stated specifications, but which they believe to be equal, may do so, but all specification deviations must be clearly stated on the form provided in the Bid Package. The Procurement Director reserves the right to rule upon specification deviations in a manner as best befits the needs of the City. If a Bidder wishes to submit more than one Bid Proposal, each Bid Proposal, after the first, is to be considered an **alternate**. *These bid proposals must be placed in separate envelopes. The envelope and the proposal page must be plainly marked "alternate proposal".* The Procurement Director will reject all deviations that amount to a material nonconformity with the specifications of the Bid Proposal.

10. **AWARD**

It is the intent of the City to award the bid to the lowest responsive responsible bidder meeting specifications whose offer best responds in quality, fitness and capacity to the requirements of the proposed work or usage and therefore is in the best interest of the City. Award will be based on the following factors, but not limited to (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value. The City may take into account factors such as past records of its or other entities transactions with the Bidder, experience, ability to work cooperatively with the City and its staff, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.

The City reserves the right to award the bids individually or cumulatively to qualified and responsible bidders.

If the Bidder modifies limits, restricts or subjects his bid proposal to conditions that would change the requirements of the bid, this would be considered a conditional or qualified Bid Proposal and will not be accepted. The City reserves the right to delete any item listed in the bid.

Notification of the Bid Award will be made by the issuance of a purchase order. Any invoice not referencing the purchase order number will not be accepted. Bidders providing goods/services without a Purchase Order do so at their own risk.

11. PAYMENT

The successful Bidder shall submit invoices:

(preferred) via e-mail to: PurchasingDL@aurora-il.org

via Fax to: **630-256-3559**

via US Postal Mail to the following address:

City of Aurora: Purchasing Division

44 E. Downer Place

Aurora, IL 60507

The City of Aurora pays vendors via electronic funds transfer (EFT). EFT is fast, simple, safe and secure. An authorization agreement form is included in this bid proposal package for your convenience.

If EFT is not possible, the city will accept Pcards. If neither EFT nor Pcards are feasible, the city will consider payment via check.

Payment shall be made for services rendered. The City, after inspection and acceptance, and in consideration of the faithful performance by the Bidder, agrees to pay for the completion of the work embraced in this Bid, within forty-five (45) days of the receipt of the invoice.

Time, in connection with any discount offered, will be computed from the date of delivery to the City or from the date a correct invoice is received by the City of Aurora Procurement Division, if the latter date is later than the date of delivery.

Prices will be considered NET, if no payment discount is shown.

12. PRICES

The price quoted for each item is the full purchase price including premiums on bonds, material or service costs, warranty costs, all overhead charges, delivery to destination including all transportation and handling charges. **FOB Destination, Freight Pre-paid and Allowed.** Unless otherwise specified, prices shall remain firm for the duration of the contract.

In case of mistake in extension of price, unit price shall govern. All prices must be typewritten or written in black ink. (The party signing the Bid Proposal or his/her authorized representative must initial any alteration in ink.)

13. DISCOUNTS

Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

14. TAXES

The City of Aurora is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax (per Illinois Revised Statutes, Chapter 120, Paragraph 44) upon City works and purchases. The City of Aurora's Sales Tax Exemption Number is E9996-0842-07.

15. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the City of any ambiguity, inconsistency of error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

16. DEFAULT

Time is of the essence and if delivery of acceptable items or rendering of services is not completed by the time stated on the cover page, the City reserves the right, without liability, in addition to its other rights and remedies, to terminate the Bid by notice effective when received by Bidder, as to stated items not yet shipped or services not yet rendered. The City will procure articles or service from other sources and hold the Bidder responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

17. INSPECTION

Materials or equipment purchased are subject to inspection and approval at the City's destination. The City reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Bidder's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Bidder promptly after rejection.

18. WARRANTY

Bidder warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Bidder warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation.

19. REGULATORY COMPLIANCE

Bidder represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services.

20. CANCELLATION

The City reserves the right to cancel the whole or any part of the Bid if the Bidder fails to perform any of the provisions in the Bid or fails to make delivery within the time stated. The Bidder will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

21. SIGNATURES

Bid Proposals must be signed by the Bidder with his/her usual signature. Bid Proposals by partnerships must be signed with the partnership name by all members of the partnership, or an authorized representative, followed by the signature and title of the person signing. Bid Proposals

by corporations must be signed with the name of the corporation, followed by the signature and title of the person authorized to bind it in the matter. All signatures must be in ink.

When a corporation submits a Bid Proposal, its agent must present legal evidence that he has lawful authority to sign said Bid Proposal and that the corporation has a legal existence. In the event that any corporation organized and doing business under the laws of any foreign state is the successful Bidder, such corporation must present evidence before any Bid is executed that it is authorized to do business in the State of Illinois. Bidders by corporations must be executed in the corporate name by the President or a Vice President (or other corporate officer accompanied by evidence of authority to sign), and the signature must be attested by the Secretary or an Assistant Secretary, and the corporate seal must be affixed. The corporate address and state of incorporation must be shown below the signature. Bid Proposals by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature, and the official address of the partnership must be shown below the signature. Any corrections to entries made on the Bid Proposal forms shall be initialed by the person signing the Bid Proposal. When requested by the City, satisfactory evidence of the authority of any signature on behalf of the Bidder shall be furnished.

22. DATA

Complete and detailed brochures and equipment, materials, goods, supplies and/or services to be furnished must be included with each Bid.

23. COMPLIANCE WITH LAWS AND REGULATIONS

The Bidder shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the Work, and with all Federal, State and local laws and policies of non-discrimination, sexual harassment, prevailing wages and others applicable thereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the Work, and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the City and all its officers, agents, employees and servants against any requirement, claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

This Bid shall be governed by and construed according to the laws of the State of Illinois.

24. BONDS

The requirement of a labor and material payment and performance bond is stated on the cover page.

25. INSURANCE AND HOLD HARMLESS PROVISION

At the Bidder's expense, the Bidder shall secure and maintain in effect throughout the duration of this Bid, insurance of the following kinds and limits to cover all locations of the Bidder's operations. The Bidder shall furnish Certificates of Insurance to the City before starting or within ten (10) days after the execution of the Bid, whichever date is reached first. All insurance policies shall be written with insurance companies approved by the City of Aurora and licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the

latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the City. This provision shall also be stated on each Certificate of Insurance as: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named to the left". Upon requested, the awardee of this Bid will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request. The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law:

- (1) Worker's Compensation Insurance - Statutory amount.
- (2) General Liability Insurance:
 - (a) \$1,000,000 per occurrence and \$2,000,000 general aggregate
 - (b) \$500,000 per occurrence for Property Damage
 - (c) \$1,000,000 per occurrence for Personal Injury
- (3) Auto Liability Insurance:
 - (a) Bodily injury with limits not less than \$1,000,000
 - (b) Property damage with limits not less than \$500,000
- (4) Umbrella excess liability of \$1,000,000 per occurrence, \$2,000,000 aggregate

The Bidder shall include the City as a primary, non-contributory additional named insured on both General and Auto Liability Insurance policies and indicate said status on any Certificates of Insurance provided to the City pursuant to this project. All insurance premiums shall be paid without cost to the City.

The Bidder agrees to indemnify and save harmless the City of Aurora, their agents and employees from and against all loss and expenses (including costs and attorneys' fees) by reason of liability imposed by law or claims made upon the City of Aurora 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, arising out of or in consequence of the performance of this project work, whether such claims or injuries to persons or damage to property be due to the negligence of the Bidder or his Subcontractors. The Bidder shall assume total risk and shall be responsible for any and all damages or losses caused by or in any way resulting from the work and provide all insurance necessary to protect and save harmless the City of Aurora and its employees.

26. WORKERS COMPENSATION ACT

The Bidder further agrees to insure his employees and their beneficiaries and to the employees and the beneficiaries of any subcontractor employed from time to time by him on said Work, the necessary first-aid, medical, surgical, and hospital services and any compensation provided for in the Workers Compensation Act of the State of Illinois that is or may be in force in the State.

Such insurance shall be placed by said Bidder in a company or association (to be approved by the City and to be accepted by the Council thereof) authorized under the laws of the State of Illinois to insure the liability above specified.

Said Bidder hereby further agrees to indemnify, keep and save harmless said City from all action, proceedings, claims, judgments, awards, and costs, loss, damages, expenses, and attorney's fees which may in any way come against said City by reason of any accidental injuries

or death suffered by any of his employees or the employees of any subcontractor employed by him in and about the performance of the Work provided for in the Bid, and any and all liability resulting thereupon; and said Bidder, in case of any suit, action, or proceeding on account of any or all of the foregoing shall defend the same for and on behalf of said City and indemnify the City therefore, and pay the amount of any and all awards and final judgments and orders rendered and entered therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. Said Bidder shall be the sole employer of its employees and workers, and in no way so shall the City be considered a joint employer of same under any circumstance.

27. MINORITY PARTICIPATION

The City of Aurora encourages minority business firms to submit Bidders and encourages the successful Bidder to utilize minority businesses as sub-contractors for supplies, equipment, services and construction.

28. PROSECUTION OF WORK

The Bidder shall begin the Work to be performed under the Bid as specified upon the execution and acceptance of the Bid, unless otherwise provided. The Work shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to insure its completion within the time specified in the Bid.

29. TIME

Bidder shall schedule its Work to meet the requirement of the City. Bidder shall perform the Work expeditiously in cooperation with the City's agents, employees, Bidders and subcontractors. Bidder shall make no claim against City and no claim shall be allowed for any damages which may arise out of any delay caused by City, its agents, employees, Bidder or subcontractors. Bidder's sole remedy for delay shall be an extension in the Bid time.

30. QUESTIONS

Inquiries and/or questions pertaining to the provisions and specifications of this bid package shall be directed as stated on the cover page. Questions will be accepted until the time stated on the cover page. Questions will be answered via addendum and posted to the City's website at www.aurora-il.org/Finance/Purchasing/bid_invitation by the time specified on the cover page. Verbal questions will not be accepted. Questions received after the cut-off date/time will not be answered. It is the bidder's responsibility to assure they have received all addendum by checking the city website before submitting their bid.

SPECIAL PROVISIONS

A. CONTRACT REQUIREMENT

This contract will cover the wagon load delivery of unleaded and diesel fuel for COA facilities, present and future, during the span of the contract.

This contract shall be for 1 year. The start date will be based on city council approval and extend for twelve (12) months. Said contract will include an optional two (2) one (1) year extensions provided service is acceptable and administrative/delivery fees are held firm.

B. PRICING

Fuel prices will be based on the Chicago terminal LOW price on the day of delivery as quoted by OPIS (the Oil Price Information Service).

Evidence of OPIS price for day of delivery must be submitted with invoice.

Taxes will not exceed those authorized by the State of Illinois and Federal requirements.

The contractor's administrative/delivery fees will include cost for administration of contract, and delivery. This fee will remain firm throughout the contract and each extension.

Bidder to notate on price proposal page any additional costs that may be incurred as a result of emergency services. Under no circumstances will the city reimburse contractor for any non-defined extra services.

C. BIDDER QUALIFICATIONS

The contractor shall have sufficient delivery equipment to facilitate timely delivery of fuel as needed or requested by the city.

The contractor shall have access to distribution channels to facilitate routine and emergency deliveries.

The contractor shall be available 24 hours per day, 7 days per week for emergency deliveries inclusive of, but not limited to: snow and ice control season, emergency events,

The contractor shall conform to all State, Federal and regulatory agency requirements relating to bulk storage, delivery methods, identification, etc.

D. ADDITIONAL INSURANCE

The contractor shall provide the city a certificate of insurance indicating \$1,000,000 in pollution insurance per occurrence and \$2,000,000 in aggregate.

EXHIBIT A: SPECIFICATIONS

E. INTENT

The City of Aurora intends to purchase small quantities of unleaded gasoline, on-road diesel and off-road diesel. Delivery to multiple city facilities will be based on contractor provided/maintained tank level monitoring system or city request. On rare occasion, the Aurora Fire Department may request on-scene fueling for emergency operations.

Reference Exhibit B: Location of City Facilities, Tank size and, Past purchase quantities.

F. QUANTITIES

Actual quantities ordered shall depend on need and consumption. The quantities described in Exhibit B may increase or decrease as they represent an estimate of possible requirements.

The city's required level of service is to maintain a minimum of 50% tank level at all sites. The exception are the tanks located at Central Services APD HQ. These tanks may not get below the $\frac{3}{4}$ level.

G. DELIVERY METHODS

All locations require wagon load size vehicles. No tank load or semi-trailer type vehicles are permitted.

The Police Department requires a city staff member to accompany contractor's delivery to each secure site for access. City personnel will drive in their own vehicle..

H. PRODUCT REQUIREMENTS

Gasoline supplied under the resulting contract must meet the provisions of the "Federal Clean Air Act" effective 1/1/95 and any other subsequent revisions.

Gasoline must also meet the provisions of ANSI/ASTM D4814-94D, or latest revision thereof.

Diesel Fuel shall comply with the ANSI/ASTM Standard specifications D4814-92A, or latest revision thereof. Diesel fuel will be appropriately blended to prevent jelling.

Bio-Fuel must meet ANSI/ASTM PS 121 standards.

I. FILL REQUIREMENTS

All tanks, except emergency generators, shall have contractor provided/maintained electronic tank level monitoring equipment. Said equipment will communicate fuel capacity to the contractor.

Contractor will plan deliveries to maintain a greater than 50% fill rate for all tanks at all times. All/any exceptions must be authorized by a city representative in advance.

City employees will contact the contractor to refill emergency generators. Contractor to deliver fuel within forty-eight (48) hours unless advised otherwise.

Delivery of fuel will be made at a mutually agreeable time.

The contractor may arrange with the city to "top off" any tank at their convenience.

EXHIBIT B: LOCATION OF CITY FACILITIES, TANK SIZE and, PAST QUANTITIES

CONTACT	PHONE	E-MAIL	ACCOUNT #	
Gary Fript	630-256-5872	friptg@apd.aurora.il.us	101-1231-419-62-40	
Name of Location	Address of Location	Fuel Type	Tank Size	Tank Type
Gregory Street Generator	118 Gregory St (3770 McCoy Drive)	Off road diesel	110	above
Loucks Street Generator	1010 S. Loucks St	Off road diesel	110	above
Orchard Gateway Generator	1901 Orchard Gateway Blvd., North Aurora 60502	Off road diesel	110	above
River Street Generator	649 S River St	Off road diesel	90	above
Vine Street Generator	115 Vine St	Off road diesel	110	above
Church Rd Generator	2680 Church Rd	Off road diesel	90	above
Barnes Rd Generator	225 Barnes Rd	Off road diesel	110	above
2015 Annual	2016 Annual	Frequency of Delivery		
\$1,140.00	\$813.00	Approximately 9-10 mos.		
<i>typically filled in same day (approximately 3-4 hour drive time)</i>				

CONTACT	PHONE	E-MAIL	ACCOUNT #	
Jim Birchall	630-256-3490	jbirchall@aurora-il.org	101-1716-417-62-40	
Name of Location	Address of Location	Fuel Type	Tank Size	Tank Type
Cent Service APD HC	1200 East Indian Trail	Off road diesel	3000	above
Cent Service APD HC	1200 East Indian Trail	Off road diesel	3000	above
2015 ANNUAL	2016 ANNUAL	FREQUENCY		
\$4,689.00	\$4,354.00	3x/year		
<i>Mission Critical: Tanks must not fall below ¾ full.</i>				

CONTACT	PHONE	E-MAIL	ACCOUNT #	
Don Davids	630-256-4004	ddavids@aurora-il.org	101-3033-422-62-40	
Name of Location	Address of Location	Fuel Type	Tank Size	Tank Type
Fire Station #1 Generator	75 N. Broadway St	Off road diesel	500	above
Fire Station #3 Generator	600 W Indian Trail	Off road diesel	720	above
Fire Station #8 Generator	3770 McCoy Dr	Off road diesel	500	above
Fire Station #1	75 N. Broadway St	On road diesel	4000	under
Fire Station #3	600 W Indian Trail	On road diesel	1000	above
Fire Station #8	3770 McCoy Dr	On road diesel	1000	above
Fire Station #1	75 N. Broadway St	Regular Gasoline	3000	under
2015 ANNUAL	2016 ANNUAL	FREQUENCY		
\$51,230.00	\$47,638.00	monthly		

CONTACT	PHONE	E-MAIL	ACCOUNT #	
Dan Anderson	630-256-3731	danderson@aurora-il.org	101-4440-451-62-40	
Name of Location	Address of Location	Fuel Type	Tank Size	Tank Type
Phillips Park Maintenance	901 Ray Moses Drive	On road diesel	1000	above
Phillips Park Maintenance	901 Ray Moses Drive	Regular gasoline	1000	above
2015 ANNUAL	2016 ANNUAL	FREQUENCY		
\$30,337.00	\$25,135.00	monthly		

CONTACT	PHONE	E-MAIL	ACCOUNT #	
Beth Penesis	630-256-3120	bpensis@aurora-il.org	504-1810-433-62-40	
Name of Location	Address of Location	Fuel Type	Tank Size	Tank Type
Aurora Airport	43W636 US Route 30 Sugar Grove	On road diesel	1000	above
Aurora Airport	43W636 US Route 30 Sugar Grove	Regular gasoline	1000	above
2015 ANNUAL	2016 ANNUAL	FREQUENCY		
\$29,714.00	\$22,029.00	monthly		
<i>would prefer to call in their own orders</i>				

CONTACT	PHONE	E-MAIL	ACCOUNT #	
Trent Huber	630-256-3253	thuber@aurora-il.org	510-4058-511-62-40	
Name of Location	Address of Location	Fuel Type	Tank Size	Tank Type
Water Treatment Plant	1111 Aurora Ave	Off road diesel	2400	above
2015 ANNUAL	2016 ANNUAL	FREQUENCY		
\$14,752.00	\$12,249.00	Every 2-3 years		

CONTACT	PHONE	E-MAIL	ACCOUNT #	
Todd Schmitz	630-918-5317	tschmitz@aurora-il.org	550-4442-451-62-40	
Name of Location	Address of Location	Fuel Type	Tank Size	Tank Type
Phillips Park Golf Course	1101 Ray C Moses Drive	Off road diesel	500	above
Phillips Park Golf Course	1101 Ray C Moses Drive	regular gasoline	500	above
2015 ANNUAL	2016 ANNUAL	FREQUENCY		
\$22,122.00	\$20,168.00	monthly		

TOTAL				
2015 ANNUAL	2016 ANNUAL			
\$153,984.00	\$132,386.00			

BID PROPOSAL FORM *page 1*
COVER PAGE

The following offer is hereby made to the City of Aurora, Aurora, Illinois, hereafter called the Owner.

Submitted By: Company name: _____

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other Bid documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments (if applicable) contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the Bid.

For purposes of this offer, the terms Offeror, Bidder, Vendor and Contractor are used interchangeably.

- II. In submitting this Offer, the Vendor acknowledges:

- A. All bid documents have been examined: Instructions to Bidder, General Terms and Conditions, Specifications and Requirements, Contract Language, and the following addenda:

No._____, No._____, No._____, (Vendor to acknowledge addenda here.)

SUBMITTED BY

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

PREPARER'S NAME _____

Please Print

AUTHORIZED SIGNATURE _____

PREPARER'S TITLE _____

EMAIL _____

PHONE # (_____)_____ FAX # (_____)_____ DATE _____

BID PROPOSAL FORM *page 2*
AFFIDAVIT

I (We) hereby certify and affirm that being first duly sworn an oath, deposes and states that all statements made herein are made on behalf of the BIDDER, that this despondent is authorized to make them and that the statements contained herein are true and correct.

I (We) further certify that my (our) proposal was prepared independently on this work, that it contains no fees or amounts other than for the legitimate execution of the work as specified, and that it includes no understandings or agreements in restraint of trade.

(If an Individual)

Signature of Bidder _____ (SEAL)

Business Address _____

(If a Co-partnership)

Firm name _____ (SEAL) FEIN# _____

Name/Signature _____

Business Address _____

Names/Addresses of Firm Members _____

(If a Corporation)

Corporate Name _____ (SEAL) FEIN# _____

Business Address _____

President Name/Signature _____

Secretary Name/Signature _____

Treasurer/Officer Name/Signature _____

Name/Signature of Bidder's Executing Officer _____

ATTEST/Witness:

By _____

Title _____

Subscribed and sworn to before me this _____ day of _____, 2017.

NOTARY PUBLIC (seal)

BID PROPOSAL FORM *page 3*
CERTIFICATION OF COMPLIANCE

(A) The undersigned certifies that, pursuant to the Equal Opportunity Employer provisions of Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375, the bidder is compliant to all EEOC requirements.

(B) The undersigned certifies that, pursuant to amended in section 2-105 of Public Act 87-1257 complies with the Illinois Human Rights Act as certifies it is in compliance with all equal employment practice requirements.

(C) The undersigned certifies that, pursuant to 720 ILCS Act 5, Article 33E of the Illinois Compiled Statutes, the bidder is not barred from bidding on this project, or entering into a contract for this project, as a result of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating.

(D) The undersigned certifies that, pursuant to 65 ILCS 5/11-42.1-1 of the Illinois Compiled Statutes, the bidder is not barred from proposing with any unit of local government in the State of Illinois as a result of a delinquency in payment of any taxes administered by the Illinois Department of Revenue unless bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax.

(E) The undersigned certifies that, pursuant to 30 ILCS 580/3, Section 3 of the Illinois Compiled Statutes, the bidder deposes, states and certifies it will provide a drug free workplace, inclusive of all satellite locations as well as the City of Aurora sites, by complying to the Illinois Drug Free Workplace Act.

(F) The undersigned certifies that, pursuant to 775 ILCS 5/2-105 of the Illinois Compiled Statutes, the bidder, deposes, states and certifies it has adopted a written sexual harassment policy,

(G) The undersigned certifies that, pursuant to 820 ILCS 130/1-12 of the Illinois Compiled Statutes, the bidder, when required, is in compliance to all requirements of the Prevailing Wage Act including wages, medical and hospitalization insurance and retirement for those trades covered in the Act. And pursuant to Illinois Public Act 94-0515, and all provisions of the Employee Classification Act, 820 ILCS 185/1 et seq. said bidder agrees to submit certified payroll records as stated within.

(H) The undersigned certifies that, pursuant to 30 ILCS 570/ Section 5 Article 2 of the Illinois Compiled Statutes, the bidder is in compliance to all requirements of the Employment of Illinois Workers on Public Works Act. Furthermore, the bidder must demonstrate a good faith effort toward providing equal employment opportunities for City of Aurora residents to work as crafts persons, consistent with the racial, ethnic, and gender demographics of the city's labor force.

(I) The undersigned certifies that, pursuant to City of Aurora ordinance #2-331, bidder for all such contracts in excess of twenty-five thousand dollars (\$25,000.00) must participate in active apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

(J) The undersigned certifies that they have not entered in to any collusion or other unethical practices with any person, firm or employee of the City of Aurora which would in any way be construed as unethical business practice.

Check One:

There are no conflicts of interest, and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm, or your firm's ownership, management or staff will immediately notify the City of Aurora in writing.

There is an affiliation or business relationship between you, your management or staff, your firm, or your firm's ownership, and an employee, officer, or elected official of the City of Aurora who makes recommendations to the City of Aurora with respect to expenditures of money, employment, and elected or appointed positions. Provide on a separate letter included with your bid any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each City of Aurora affiliate with whom you, your firm, or your firm's ownership, management or staff, has an affiliation or a business relationship.

BID PROPOSAL FORM *page 4*
PRICE PROPOSAL

I/We propose to furnish material and labor as specified in the attached Specifications to Bid at the below delivered prices. No additional charges over said bid price will be accepted without written approval of the Procurement Director.

Regular Unleaded Gasoline – Minimum 87 Octane

\$ Chicago terminal LOW price on the day of delivery as quoted by OPIS

Diesel Ultra Low #2 w/ 5% Biodiesel

\$ Chicago terminal LOW price on the day of delivery as quoted by OPIS

Diesel off Road #2 Dyed Red

\$ Chicago terminal LOW price on the day of delivery as quoted by OPIS

Diesel Winter Additive (November - March)

\$ Chicago terminal LOW price on the day of delivery as quoted by OPIS

Taxes

Not to exceed those authorized by the State of Illinois.

Administrative/delivery fees \$ _____/gallon x 70,000* gallons = \$ _____

** This quantity is used for analysis purposes only and does not guarantee any commitment.*

Bidder to notate any additional costs that may be incurred as a result of emergency services.

BID PROPOSAL FORM *page 5*
CONTACT INFORMATION

Vendor shall provide contact information assigned to service the City of Aurora account.

Customer Service/General Information: Phone: _____

Place Orders:

Name: _____
Phone: _____ Fax: _____
E-mail: _____

Billing & Invoicing Questions:

Name: _____
Phone: _____ Fax: _____
E-mail: _____

Operational Questions:

Name: _____
Phone: _____ Fax: _____
E-mail: _____

**CITY OF AURORA AGREEMENT
FUEL: WAGONLOAD QUANTITIES
INVITATION TO BID: 17-20**

THIS AGREEMENT, entered on this ____ day of _____, 2017 (“Effective Date”), for Fuel: Wagonload Quantities for several city facilities (“Services”) is entered into between the **CITY OF AURORA** (“City”), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and (“Contractor”), located at _____.

WHEREAS, the City issued an Invitation to Bid (“ITB”) for Fuel: Wagonload Quantities for several city facilities; and

WHEREAS, the Contractor submitted a Bid in response to the ITB and represents that it is ready, willing and able to perform the Services specified in the ITB and herein as well as any additional services agreed to and described in the Agreement; and

WHEREAS, on _____, the City awarded the services to the contractor.

IN CONSIDERATION of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following:

1. Agreement Documents. The Agreement shall be deemed to include this document, contractor’s response to the ITB, to the extent it is consistent with the terms of the ITB, any other documents as agreed upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control.

Invitation to Bid 17-20

In connection with the ITB and this Agreement, contractor acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Contractor represents that such material and information furnished in connection with the ITB and this Agreement is truthful and correct. Contractor shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

2. Scope of Services. Contractor shall perform the Services listed in the Invitation to Bid, Special Provisions and Specifications, attached hereto as Exhibit 1.

3. Term. This contract will be in force beginning the first of the month following the execution date of this contract which shall be defined as the latest date of signature authority. This contract is for one (1) year of services with an optional two (2) one (1) year extensions based on satisfactory service and administrative/delivery fees are held firm. The city has sole authority in determining extensions.

4. Compensation.

a. Maximum Price. In accordance with the ITB, the administrative/delivery fee may not be changed during the course of this agreement. Price shall remain firm for the entire contract period and city approved extensions.

b. Schedule of Payment. The City shall pay the contractor for the Services in accordance with the amounts set forth in Exhibit 2. The contractor shall be required to submit an itemized invoice as well as supporting OPIS documentation as required by the City. Payment shall be made upon the basis of the approved invoices and supporting documents. The City shall utilize its best efforts to make payment within forty-five (45) days after approval of the invoice.

5. Performance of Services.

Standard of Performance. Contractor shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Contractor shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Contractor shall ensure that Contractor and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Contractor shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Contractor or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Contractor from the responsibilities set forth herein.

6. Termination.

Termination for Convenience. The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Contractor with thirty (30) days notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Contractor only for services performed up to the date of termination. After the termination date, Contractor has no further contractual claim against the City based upon this Agreement and any payment so made to the Contractor upon termination shall be in full satisfaction for Services rendered. Contractor shall deliver to the City all finished and unfinished documents, studies and reports which shall become the property of the City.

7. Miscellaneous Provisions.

a. Illinois Freedom of Information Act. The Contractor acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

b. Entire Agreement. This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

c. Consents and Approvals. The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

FOR CITY OF AURORA

FOR CONTRACTOR

Company Name _____

By: _____

By: _____

Title: _____

Title: _____

ATTEST: _____

ATTEST: _____

City Clerk

(If a Co-Partnership)

Partners doing Business under the firm

(If an Individual)

(seal)

(seal)

**CITY OF AURORA AGREEMENT
FUEL: WAGONLOAD QUANTITIES**

EXHIBIT 1: INVITATION TO BID: 17-20

EXHIBIT 2: BID SUBMITTAL 17-20

VENDOR APPLICATION PACKET
(only required if bidder is not currently registered with the city)

SEALED BID - DO NOT OPEN

Bid Title: FUEL: WAGONLOAD QUANTITIES

Bid Number: 17-20

BID FROM:

SEALED BID DUE: Wednesday, April 26th, 2017 prior to 2:00 pm
PUBLIC BID OPENING AT: Wednesday, April 26th, 2017 at 2:10 pm local

MAIL TO:
City of Aurora
Attn: City Clerk's Office, 2nd Floor
44 E. Downer Place
Aurora, IL 60507

TO BE OPENED BY CITY CLERK'S OFFICE

BID SUBMITTAL CHECKLIST

In order to be considered responsive, the bidder must submit the following items in their sealed envelope:

Bid Bond (if required as stated on cover page)

Bid Proposal Form (5 pages)

Letter listing any and all affiliations or business relationships that may cause a conflict of interest or any potential conflict of interest. (As requested per Certification of Compliance)

List of 5 References from similar scope of work for similar sized projects

Company Name
Company Address
Company Contact and title
Phone #; E-mail Address, Fax #
Project Name and Dates

Contract (with signatures)

EFT (Electronic Funds Transfer) Agreement (if not already in place with the City)

Vendor Application (if bidder is not currently registered with the city)

Literature, Samples, Brochures as requested within bid package

Sealed Bid Label