

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

THERESA DOBERSZTYN, C.P.M., CPPB
Director of Purchasing



719 S. Batavia Avenue, Bldg. A.
Geneva, Illinois 60134
Telephone: (630) 232-5929
Fax: (630) 208-5107

INVITATION FOR BID

BID NUMBER: 58-016 Gasoline

DATE: August 25, 2016

The County of Kane is accepting bids from authorized Vendors for the purchase and delivery of No-Lead Gasoline and Diesel Fuel for the Kane County Sheriff's Office, Kane County Department of Transportation, Kane County Forest Preserve District, and City of Aurora.

SUBMITTAL REQUIREMENTS: Submit one original bid, one paper copy and one PDF copy on CD or Flash Drive, complete with detailed specifications of services and equipment proposed.

- Signed Offer to Contract Form
- *Bid Submittal check list*
- Contractor Disclosure Statement (sample attached)
- Current Certificate of Insurance (sample attached)
- References

SUBMISSION LOCATION:

County of Kane
Kane County Government Center
Purchasing Department, Building A
719 S. Batavia Avenue Room 210, 212, 214
Geneva, Illinois 60134
Hours: 8:30 a.m. – 4:30 p.m. Monday - Friday

SUBMISSION DATE & TIME:

3:00 p.m., Friday, September 16, 2016

Bids received after the submittal time will be rejected and returned unopened to the sender

CONTACT PERSON:

Tim Keovongsak, Buyer II

ALL QUESTIONS PERTAINING TO THIS BID AND/OR THE SCOPE OF SERVICES SHOULD BE DIRECTED TO THE PURCHASING OFFICE AS LISTED ON THE COVER SHEET NO LATER THAN SEPTEMBER 8, 2016, FAX AND E-MAIL ACCEPTED. FAX to (630) 208-5107 or E-mail PURCHASING@CO.KANE.IL.US

ATTACHMENT:

- **SAMPLE CERTIFICATE OF INSURANCE AND CONTRACTOR DISCLOSURE STATEMENT**

**KANE COUNTY
OFFER TO CONTRACT FORM
For
58-016 GASOLINE**

Bid Due Date & Time: 3 p.m. Friday, September 16, 2016

To: County of Kane (Purchasing Department)
Kane County Government Center, Building (A) Room 210, 212, 214
719 S. Batavia Ave.
Geneva, IL 60134

The following offer is hereby made to the County of Kane, Illinois, hereafter called the Owner.

Submitted By: _____

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments 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 contract.
 - A. *The Vendor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.*
 1. *the Vendor has examined the Contractor Disclosure (Section 27) of the Instruction to Bidders, and has included or provided a certified document listing all cumulative campaign contributions made within the past twelve months, to any current or county-wide elected officer, and ownership interest in entity greater than five percent.*
 - B. For purposes of this offer, the terms Offerer, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
 - A. All bid documents have been examined: Instructions to Bidder, Statement of Work, and the following addenda:
No.____, No.____, No.____, No.____, (Contractor to acknowledge addenda here).
 - B. The site(s) and locality have been examined where the Service is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations, as Contractor deems necessary.
 - C. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner.

III. BASE BID

All pricing shall be based on the OPIS WHOLESALE for LOW RACK refinery price listing dated **Friday, September 9, 2016**. This published price list will be used throughout this one (1) year Contract, commencing December 1, 2016, through November 30, 2017. A copy of the refinery price list used for this bid shall be included in your bid document.

A. FUEL TANKS:

Regular Gasoline, delivered f.o.b. to the Sheriff's Office, Division of Transportation and City of Aurora, is:

OPIS Low Rack Cost \$ _____
+ Markup \$ _____
Total per gallon \$ _____ X 525,000 Est. Gals. = Total Cost \$ _____

Regular Gasoline, aboveground tank, wagon delivered f.o.b. to the Kane County Forest Preserve District, is:

OPIS Low Rack Cost \$ _____
+ Markup \$ _____
Total per gallon \$ _____ X 70,000 Est. Gals. = Total Cost \$ _____

Bio Diesel Fuel #2 (B5), delivered f.o.b. to the Division of Transportation and City of Aurora, is:

OPIS Low Rack Cost \$ _____
+ Markup \$ _____
Total per gallon \$ _____ X 90,000 Est. Gals. = Total Cost \$ _____

Bio Diesel Fuel #2 (B5), aboveground, wagon delivered f.o.b. to the Kane County Forest Preserve District, is:

OPIS Low Rack Cost \$ _____
+ Markup \$ _____
Total per gallon \$ _____ X 14,000 Est. Gals. = Total Cost \$ _____

Bio Diesel Fuel #2 (B5) Fuel Pre-Blend Winter (20% #1 and 80% #2), delivered f.o.b. to the City of Aurora is:

OPIS Low Rack Cost \$ _____
 + Markup \$ _____
 Total per gallon \$ _____ X 45,000 Est. Gals. = Total Cost \$ _____

Bio Diesel Fuel #2 (B5) Fuel Pre-Blend Winter (50% #1 and 50% #2), delivered f.o.b. to the Division of Transportation is:

OPIS Low Rack Cost \$ _____
 + Markup \$ _____
 Total per gallon \$ _____ X 50,000 Est. Gals. = Total Cost \$ _____

B. GENERATORS:

Tank wagon delivery to generators at multiple locations as stated in bid specification is a priority in an emergency situation or upon request by the County.

Non-Road Dyed Diesel Fuel #2 (B5), delivered f.o.b. to multiple locations for generators, is:

OPIS Low Rack Cost \$ _____
 + Markup \$ _____
 Total per gallon \$ _____ X 1075 Est. Gals. = Total Cost \$ _____

Non-Road Dyed Diesel Fuel #2 (B5) Fuel Pre-Blend Winter (50% #1 and 50% #2), delivered f.o.b. to multiple locations for generators, is:

OPIS Low Rack Cost \$ _____
 + Markup \$ _____
 Total per gallon \$ _____ X 1075 Est. Gals. = Total Cost \$ _____

IV. OPTION #1 - INTERGOVERNMENTAL UNITS

Regular Gasoline, delivered f.o.b. to any Government Unit within Kane County, is:

200 - 5000 Gallons (Wagon Delivery)	7,000-10,000 Gallons (Tanker Delivery)
OPIS Low Rack Cost \$ _____	OPIS Low Rack Cost \$ _____
+ Markup \$ _____	+ Markup \$ _____
Total per gallon \$ _____	Total per gallon \$ _____

Bio Diesel Fuel #2 (B5), delivered f.o.b. to any Government Unit within Kane County, is:

200 - 5,000 Gallons (Wagon Delivery)	7,000-10,000 Gallons (Tanker Delivery)
OPIS Low Rack Cost \$ _____	OPIS Low Rack Cost \$ _____
+ Markup \$ _____	+ Markup \$ _____
Total per gallon \$ _____	Total per gallon \$ _____

Bio Diesel (B5) Fuel Pre-Blend Winter (50% #1 and 50% #2), delivered f.o.b. to any Government Unit within Kane County, is:

200 - 5,000 Gallons (Wagon Delivery)	7,000-10,000 Gallons (Tanker Delivery)
OPIS Low Rack Cost \$ _____	OPIS Low Rack Cost \$ _____
+/- Markup \$ _____	+/- Markup \$ _____
Total per gallon \$ _____	Total per gallon \$ _____

List applicable taxes Kane County or other entities would add:

	Tax	Gas	Diesel
1.	Illinois Environmental Fee		
2.	Underground Storage Tax		
3.	Illinois Motor Fuel Tax		
4.	Leaking Underground Storage Tax		

ADDITIONAL COMMENTS:

C. Intergovernmental Pricing:

This OPTIONAL PARTICIPATION PROGRAM would be for the use of ANY TAXING BODY in Kane County who should chose to be a part of this program wherever their location. All pricing and catalog discount will be extended to other Government entities that wish to participate.

Will you offer the same pricing to other Kane County municipalities?

YES NO (Circle One)

NOTE: The County of Kane will not be involved in the purchasing of gasoline and diesel fuels specified within this bid document by any other intergovernmental unit (taxing body) participated. The execution of a purchase contract, invoicing and payments would be entirely between the other intergovernmental units and the accepted Vendor. If the County of Kane accepts this bid, the procedure to handle joint purchases would be developed by the County of Kane and the awarded Vendor and then distributed to the other intergovernmental units by the Kane County Purchasing Department.

Signature _____ **Typed Signature** _____

Company _____

Address _____

Phone# _____ **Fax #** _____

Federal I.D./Social Security# _____ **Date** _____

JOINT PURCHASING AGREEMENT

Illinois revised statues, 1989, CH. 85, PAR. 1601 ET SEQ. (The joint purchases by governmental units act), authorizes certain local government units and non-for-profit workshops for the severely handicapped (as defined in Illinois Revised Statues, 1989, CH. 127, PAR. 132.7-01, meeting the requirements of CH. 85, PAR. 1602.2) to purchase personal property and supplies jointly.

(30 ILCS 525/0.01) (from CH. 85, PAR. 1600) The Governmental Joint Purchasing Act. (Source: P.A. 86-1324.) (30 ILCS 525/1) (from CH. 85, PAR. 1601) Sec. 1. For the purposes of this Act, "government unit" means State of Illinois, any public authority which has the power to tax, or any other public entity created by statute. (Source: P.A. 86-769).

(30 ILCS 525/2) (from CH.85, PAR. 1602(Sec. 2. (a) Any governmental unit may purchase personal property, supplies and services jointly with one or more other governmental units. All such joint purchases shall be competitive bids a provided in Section 4 of this Act. (Source: P.A. 87-960.)

Any authorized local unit of government or qualified workshop that may participate in this contract shall be responsible for issuing purchase orders direct to vendor, processing invoice vouchers and making payments due the vendor. Cash on delivery terms without the consent of the local governmental unit is prohibited.

By submitting a bid, the awarded vendor agrees to extend all terms and conditions, specified and the quoted prices or discounts for the item(s) listed in this contract to all authorized local governmental units and qualified workshops.

By signing this Bid, the Offeror hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Bid will be based upon the funding available to Kane County, which may award all or part of this project. The terms of the Bid and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the Bid and the response, the terms of the Bid and the response shall govern. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. This is a one (1) year contract with option to extend for one (1) additional one-year renewal period, if mutually agreed upon by both parties. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE SHALL SIGN THIS SECTION.**

Signature _____ Typed Signature _____
Company _____
Address/City/State _____
Phone # _____ Fax # _____
Federal I.D./Social Security # _____ Date _____

ACCEPTANCE

The Offer is hereby accepted for ***GASOLINE & DIESEL FUEL***

The Vendor is bound to provide the services and materials listed by the attached contract and based upon the Invitation to Bid, including all terms, conditions, specifications, amendments, and the vendor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number **58-016**. The Vendor has been cautioned not to commence any billable work or to provide any supplies or services until said vendor receives a purchase order and or notice to proceed.

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Date

**INSTRUCTIONS TO BIDDERS
COUNTY OF KANE
COMPETITIVE SELECTION PROCEDURE - BID
TERMS AND CONDITIONS**

1. **AUTHORITY.** This Invitation for Bid is issued pursuant to applicable provisions of the Kane County Purchasing Ordinance.
2. **BID OPENING.** Sealed bids will be received at the Kane County Purchasing Department until the date and time specified at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.
3. **BID PREPARATION.** Bids shall be submitted on this form and all information and certifications called for shall be furnished. Bids submitted in any other manner, or which fail to furnish 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 typewritten with all erasures, strikeovers 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 contract. Name of person signing should be typed or printed below the signature.
4. **BID ENVELOPES.** Envelopes containing bids shall be sealed and addressed to the County of Kane Purchasing Department. The name and address of the bidder and the Invitation Number shall be shown in the upper left corner of the envelope.
5. **ERRORS IN BIDS.** 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. In case of error in the extension of prices in the bid, the unit prices will govern.
6. **RESERVED RIGHTS.** The County of Kane reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or accept an alternate bid. The County reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the County, the County has one hundred twenty (120) days to accept. The County may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.

The County of Kane reserves the right to compare pricing submitted to any and all known national joint purchasing cooperatives in order to obtain the lowest pricing available in the current market place for this contract award. The list of joint purchasing cooperatives is not all inclusive and may include other joint purchasing cooperatives Kane County is not currently aware of at the present time. Kane County reserves the right to award a contract to the lowest responsive, responsible vendor for said product or service after reviewing all joint purchasing cooperative pricing available for Kane County to participate in their program.

GSA Schedule 13 (General Services Administration)
State of Illinois Central Management Services (CMS)
U. S. Communities
National IPA
National Joint Power Alliance (NJPA)

7. **INCURRED COSTS.** The County will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.
8. **AWARD.** It is the intent of the County to award a contract to the lowest responsive responsible bidder meeting specifications. The County reserves the right to determine the lowest responsive responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. Award will be based on the following factors (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.
9. **PAYMENT.** The County of Kane requests all payments being made to vendors be done as direct deposits through an Automated Clearing House (ACH). All vendors being awarded a contract shall complete an authorization agreement form prior to award. The ACH form and information on this program can be located on the County's Web site under Vendor Information on the Finance Department page.
10. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
11. **DISCOUNTS.** Prices quoted shall 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.
12. **TAXES.** Kane County is not subject to Federal Excise Tax. Per certification provided by the State of Illinois Department of Revenue, Kane County is exempt from state and local taxes.
13. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number referenced.
14. **SAMPLES.** Samples of items, when called for, shall be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples shall accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples shall be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.
15. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County 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. **VARIANCES.** State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions.

17. **INDEMNIFICATION.** The Seller shall indemnify and hold harmless the County, its agents, officials, and employees, from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the County as a consequence of granting the Contract.

Contractor and/or Servicer's and/or Seller (as case may be), agrees to save, hold harmless, defend and indemnify the County of Kane and its Officers, Agents, and Employees, from any and all liability or loss incurred by the County of Kane resulting from Contractor's and/or Servicer's and/or Seller's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Contractor's and/or Servicer's and /or Seller's performance of this contract and Contractor's and/or Seller's violation of any of the terms and conditions of this Agreement, and from the Contractor's and/or Servicer's and/or Seller's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Contractor's and/or Servicer's and/or Seller's performance thereunder.

18. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred.

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

20. **WARRANTY.** Seller 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, Seller 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. The County may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.

Contractor and/or Seller (as case may be) expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the County, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Contractor and/or Seller (as case may be) agrees that these warranties shall run to Kane County, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

21. **REGULATORY COMPLIANCE.** Seller 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. Seller shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.

22. **EQUAL EMPLOYMENT OPPORTUNITY.** The equal employment opportunity clause required by the Illinois Human Rights Act is hereby incorporated by reference in all contract made by the

County of and in all bid specifications therefore furnished by the County to all Vendors, contractors and subcontractors.

The County of Kane, State of Illinois, represents that it and the employing agencies responsible to it, conform to the following:

We will not discriminate against or deny equal employment opportunities employees and job applicants because of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, pregnancy or unfavorable discharge from military service or any other legally protected status. We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment.

We will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination policy.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, pregnancy or unfavorable discharge from military service. (Ordinance No. Res. No. 82-90, 6-10-80; Res. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; Res. No. 05-303, 9-23-05; Res. 15-33).

We will make reasonable accommodation for any medical or common condition of a job applicant or employee related to pregnancy or childbirth unless to do so would impose an undue hardship on the ordinary operation of County business.

State law references—Illinois Human Rights Act, 775ILCS 5/1-101 et seq.

23. **ROYALTIES AND PATENTS.** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent or trademark rights and shall hold the County harmless from loss on account thereof.
24. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois.
25. **ELIGIBILITY.** By signing this bid, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

DEBARMENT AND SUSPENSION. No contract may be awarded to parties listed on the federal governments Excluded Parties List System in the System for Award Management (SAM), on the State of Illinois' list of sanctioned persons maintained by the Agency's Office of Inspector General, or on the County'

Debarment is the process of determining that a contractor is ineligible to receive contract awards based upon a preponderance of evidence, usually a conviction. Debarment is usually three (3) years in length. The name of the debarred contractor may be published as ineligible on the System for Award Management (SAM), which is a website administered by the U.S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

Suspension is the process of determining that a contractor is ineligible to receive contract awards based upon adequate evidence, usually an indictment. Suspension is a temporary measure having a 12 month limit. It is usually used pending completion of an investigation or legal proceedings. The name of the suspended contractor will be published as ineligible on the System for Award Management (SAM), which is a website administered by the U.S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

26. **CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY**

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:

- a) The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.
- b) Commercial General Liability insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

- i) Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.
- c) Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and/or trailer and other equipment required to be licensed, with limits of not less than the following:

Each Person for Bodily Injury	\$1,000,000
Each Occurrence for Bodily Injury	\$1,000,000
Each Occurrence for Property Damage	\$1,000,000
Or - Combined Single Limit	\$1,000,000

- d) Statutory Worker's Compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including Occupational Disease Act provisions, for employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide this insurance. In case employees are engaged in work under this contract and are not protected under the Workers Compensation and Occupational Disease Act, the Contractor shall provide, and shall cause Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

- e) Umbrella Liability:
Aggregate Limits \$5,000,000

Vendor to furnish a copy of the Endorsement showing Kane County, as an additional named insured on the General Liability, Auto, and Excess policies.

The Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.

27. **CONTRACTOR DISCLOSURE**

A. Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit. Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval. For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.

B. All contractors and vendors who have obtained or are seeking contracts with Kane County shall disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:

(a) Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement.

(b) Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid. This information disclosure shall be updated when any changes to the information occurs.

(c) Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised. Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph (a) above.

(d) A statement under oath that the applicant has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.

C. All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.

- D. Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.
- E. Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, County Board approval or other County action in behalf of the applicant failing to comply voidable at the option of the County Board or other County agency involved upon the recommendation of the County Board Chairman or the majority of the County Board.

28. COMMUNICATION DURING THE PROCUREMENT PROCESS

In an effort to create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the solicitation process. Therefore, from the issue date of any solicitation until the due date of the solicitation, all request for clarification or additional information regarding the solicitation, or contact with County personnel concerning this solicitation or the evaluation process shall only be through the Purchasing Department staff. Inquiries will be collected by the Purchasing Department staff who will then submit the inquires to the Department Head responsible for the procurement. Responses by the Department Head to the inquires will be submitted to the Purchasing Department staff who will then distribute the responses to all vendors responding to the solicitation. In this way it will be assured that all vendors participating in the process will be receiving the same information. No contact regarding this solicitation with other County employees, agents of the County or elected officials is permitted unless expressly authorized by the Purchasing Director. A violation of this provision is cause for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

29. ILLINOIS NON-APPROPRIATION CLAUSE:

A forfeit clause is provided pursuant to the Illinois Non-Appropriation Clause of funds for government entities that if funds or budgets are not approved, service may be cancelled. No early cancellation penalties will be assessed, but the customer shall be given 30-day notice of intent to cancel.

30. TERMINATION FOR CAUSE:

This Contract may be terminated by the County at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Contract is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Contract shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

If this Contract is terminated due to the County's substantial failure to perform, the Contractor shall be paid for labor and expenses incurred to date, subject to setoff for any damages, losses or claims against the County resulting from or relating to Contractor's performance or failure to perform under this agreement.

In the event of termination by the County upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Contractor for services rendered through such phase shall constitute total payment for services. In the event of such termination by the County during any phase of the Basic Services, the Contractor will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase.

In the event of any such termination, the Contractor also will be reimbursed for the charges of independent professional associates and contractors employed by the Contractor to render Basic Services, and paid for all unpaid Additional Services and Reimbursable Expenses not in dispute.

Reimbursable expenses mean the actual expenses incurred by the Contractor or the Contractor's independent professional associates or contractors, directly or indirectly in connection with the Project.

REFERENCES

**GASOLINE
For
KANE COUNTY BOARD, Geneva, Illinois**

List below businesses or other organizations for which you have provided comparable services within the last three years:

Offeror's Name: _____

1. Organization: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Date of Project: _____

2. Organization: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Date of Project: _____

3. Organization: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Date of Project: _____

4. Organization: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Date of Project: _____

**STATEMENT OF WORK
For
GASOLINE**

OVERVIEW:

The County of Kane is accepting competitive sealed bids from qualified and authorized Vendors for the purchase and bulk delivery of No-Lead Gasoline and Diesel Fuel. Delivery locations to includes the Kane County Sheriff's Office, Kane County Division of Transportation (KDOT), Kane County Forest Preserve District, City of Aurora, and ANY GOVERNMENTAL UNIT (taxing body) within Kane County who should chose to be a part of this program wherever their location.

A. Bid Specifications

1. Your bid shall be based on the LOW RACK calculated against the prices quoted for the Chicago market in the "OPIS WHOLESAL Racks" price listing dated for Friday, September 9, 2016. You shall include a copy of the price list used for this bid in your bid document.
2. The above-mentioned published price list for Chicago market (Section A. 1.) will be used throughout this one (1) year Contract, commencing December 1, 2016, through November 30, 2017. All invoices shall include a copy of the OPIS published price list.
3. **Gasoline is to be NO-LEAD Regular Gasoline with an Octane value of 87. Gasoline will also be required to meet Reformulated Gasoline specifications in accordance with EPA requirements as stated under the 1990 Clean Air Act Amendments. Fuel formulation for gasoline is not to exceed 10% ethanol.**
4. **Tanks shall be dipped before and after each delivery to verify delivery load. Authorize County personnel shall be present.**
5. Delivery shall be made within 24 hours from request. Delivery times are 7am to 2pm Monday thru Friday, unless it is an emergency, Saturday or Sunday deliveries are a possibility in the winter.
6. Applicable taxes shall not be included in the bid prices.
7. Each delivery is to be billed separately to the Department or Governmental Units that ordered the shipment. Kane County will not be held responsible for any other governmental unit's liabilities created by the purchase of gasoline, diesel fuel, or other items.
8. The Vendor shall submit an invoice for each delivery, which will include a metered delivery receipt.
9. KANE COUNTY DOES NOT PAY FEDERAL TAXES OR RESALE TAXES.

10. Winter blend should base on combination of B5 20%, as #1 and 80% as #2, and the same would be for 50/50% blend. Winter Blend will be order form November thru February. Vendor shall indicates winter fuels blend combination if differ than suggested. Any variation or recommendation can be insert in the additional comments section of the Offer to Contract page.
11. It is the intention of Kane County to award the entire fuels purchase contract to the lowest responsive, responsible bidder providing the lowest pricing (markup percentage) per bid specification and requirement. Kane County reserves the right to make multiple awards if it is in the best interest of the County to do so.
12. NO FEDERAL EXCISE TAX IS TO BE BILLED ON INVOICES. THIS IS THE RESPONSIBILITY OF VENDOR TO HANDLE.
 - i. APPLICABLE TAXES ARE TO BE ITEMIZED ON EACH INVOICE.
 - ii. Billing shall be either Net Gallon or Gross Gallon for charges. Cannot mix, billing shall stay consistent throughout the year.
 - iii. Delivery orders will be 7,000 to 10,000 gallons for gasoline and diesel to underground tanks.
 - iv. Delivery orders will be 200 to 5,000 gallons for gasoline and diesel to aboveground tanks.
 - v. The Vendor agrees to provide fuel if requested by the County when an emergency situations exist. The deliveries may be on Saturday, Sunday and holidays.
 - vi. The Generators usually get two deliveries per year. The first in the spring with B5 #2 dyed diesel and again in the late fall with a winter blend.

A. Locations:

Delivery F.O.B. destination, underground fuel tanks at the following locations:

Address	Qty. of Tanks	Tank Capacity: Gallons	Fuel Type
Kane County Sheriff's Office (Adult Corrections) 777 E. Fabyan Pkwy, Geneva, IL 60134	1	12,000	Gasoline
KDOT 41W011 Burlington Rd. St. Charles, IL 60175	1	10,000	Gasoline
	2	10,000	Diesel
City of Aurora 720 N. Broadway Aurora, IL 60607	2	20,000	Gasoline
	1	20,000	Diesel

Locations:

Wagon delivery F.O.B. destination, aboveground fuel tanks at the following locations:

Kane County Forest Preserve District			
Address	Qty. of Tanks	Tank Capacity: Gallons	Fuel Type
Grunwald Farms Forest Preserve 2S033 Lorang Road Elburn, IL 60119	1	2,000	Gasoline
Fabyan Forest Preserve 1925 Batavia Avenue Geneva, IL 60134	1	500	Diesel
Muirhead Springs Forest Preserve 41W797 Rohrsen Road Hampshire, IL 60140	1	1,500	Gasoline
Jon Duerr Forest Preserve 35W0003 Route 31 South Elgin, IL 60177	1	2,000	Gasoline
Campton Forest Preserve 4N379 Town Hall Road St. Charles, IL 60175	1	500	Diesel
	1	1,500	Gasoline

Wagon delivery F.O.B. destination, generators at the following locations:

Address	Qty. of Generators	Tank Capacity: Gallons	Fuel Type
Kane County Gov't. Ctr. 719 S. Batavia Ave. Geneva, IL 60134	2	700	Non-Road Dyed Diesel
Kane County Judicial Ctr. 37W777, Route 38 St. Charles, IL 60175	1	1,000	Non-Road Dyed Diesel
Kane County Juvenile Ctr. 37W655 Route 38 St. Charles, IL 60175	1	500	Non-Road Dyed Diesel
Kane County Corrections 37W755 Route 38 St. Charles, IL 60175	1	400	Non-Road Dyed Diesel
Kane County Circuit Clerk 540 S. Randall Rd. St. Charles, IL 60175	2	535	Non-Road Dyed Diesel

D. Fuel Types:

1. NO-LEAD GASOLINE (87 Octane)
1. ULTRA LOW SULFUR #2 BIO DIESEL (B5) FUEL
2. Generators – ultra low sulfur #2 Non-Road Dyed Diesel (B5) red fuel and winter blend of 50/50.

E. Estimated Quantities:

1. Regular Gasoline:

Kane County Sheriff's Office	185,000
KDOT	40,000
City of Aurora	<u>305,000</u>
Total Regular Gasoline Usage:	525,000

2. Regular Gasoline, wagon delivery to aboveground tank:

Forest Preserve District	70,000
--------------------------	---------------

3. Ultra Low Sulfur #2 Biodiesel (B5) Fuel:

	B5 #2	B5 20% #1 & 80% #2	B5 50% #1 & 50% #2
KDOT	30,000	0	50,000
City of Aurora	60,000	45,000	0
Forest Preserve (wagon delivery)	14,000	0	0
Total	104,000	45,000	50,000

4. Generators - Ultra Low Sulfur #2 Non-Road Dyed Diesel (B5) Fuel:

Tank Locations	B5 #2 Minimum Delivery	B5 50% #1 & 50% #2 Minimum Delivery	Estimated Annual Gallons
Government Center	175	175	350
Judicial Center	250	250	500
Juvenile Center	125	125	250
Corrections/Sheriff	400	400	800
Circuit Clerk	125	125	250
Total	1075	1075	2150

**Above locations are Kane County facility.*

F. OPTION #1 – Inter-Governmental Units

Will you offer the same pricing to other Governmental Units (taxing bodies)?

Participation: **YES** () **NO** () (Check One)

Kane County is requesting a program for Optional Participation of Kane County Municipalities of a possible additional 300,000 gallons of Premium No-Lead Gasoline, and 100,000 gallons of bio diesel fuel during the course of the year. This OPTIONAL PARTICIPATION PROGRAM would be for the use of ANY GOVERNMENTAL UNIT (taxing body) within Kane County who should chose to be a part of this program wherever their location.

Normal deliveries under this program are estimated to be 4,000 to 10,000 gallons per delivery. The amounts listed above are not guarantees but are possible additions to quantities contained in the Main Bid.

G. CONTRACT

1. Contract Terms:

This is a one (1) year contract with option to extend for one (1) additional one-year renewal period, if mutually agreed upon by both parties. This contract is contingent on the appropriation of sufficient funds. Kane County reserves the right to renegotiate the scope of work to meet its budgetary demands. Contractor shall reference to Statement of Work, for contract commencement date.

H. Response Instructions

An original BID response, marked as "**original**" (with all submittal requirements) one (1) paper copy, and one (1) PDF electronic copy on CD or Flash Drive shall be returned in a sealed package or envelope bearing the name and address of the respondent and be labeled "**58-GASOLINE.**" Your bid response may be mailed or hand delivered as follows:

**COUNTY OF KANE
Purchasing Department, Building (A), 2nd Fl., Rm#210 or 212, 214
719 South Batavia Ave., Geneva, IL 60134
Hours: 8:30 a.m. – 4:30 p.m. Monday - Friday**

ALL QUESTIONS PERTAINING TO THIS REQUEST AND/OR THE SCOPE OF SERVICES SHOULD BE DIRECTED TO THE PURCHASING OFFICE AS LISTED ON THE COVER SHEET, NO LATER THAN SEPTEMBER 8, 2016, FAX AND E-MAILED ACCEPTED.

FAX questions to (630) 208-5107 or PURCHASING@CO.KANE.IL.US

BIDS MAY NOT BE SUBMITTED ELECTRONICALLY.

<p>SEALED BID #: 58-016 OPENING DATE & TIME: 09/16/16 at 3 P.M. DESCRIPTION: GASOLINE DATED MATERIAL-DELIVER IMMEDIATELY</p>

PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE) TO THE OUTERMOST ENVELOPE OF YOUR BID TO HELP ENSURE PROPER DELIVERY!

LATE BIDS WILL BE NOT BE ACCEPTED.

REQUIRED CONTACT INFORMATION

Vendor shall provide following contacts information.

Customer Service/General Information: Ph: _____

To place an order: Name: _____

Ph: _____ Fax: _____

E-mail: _____

Billing & Invoicing question:

Name: _____

Ph: _____

E-mail: _____

Operation: Supervisor

Name: _____

Ph: _____

E-mail: _____

24-hours answering service:

Ph: _____