

INVITATION TO BID

McHenry County Council of Governments



Unleaded Gasoline and Diesel Fuel

** All pages of this Bid Document must be submitted intact for the bid to be considered valid.*

McHenry County Council of Governments

INSTRUCTIONS FOR SUBMITTING BIDS

1. **GENERAL RULES.** The general rules and conditions that follow apply to all bids requested and accepted by the McHenry County Council of Governments unless otherwise specified. Companies or their authorized representatives are expected to fully familiarize themselves with the conditions, requirements, and specifications as reflected in the bid documents before submitting proposals. The submitting of a bid implies that the vendor is familiar with, and intends to comply with, all conditions unless otherwise noted.

1.1 When mailing or hand delivering the bid forms, the envelope must be addressed as follows:

ATTN: Anna Bicanic Moeller
Executive Director
McHenry County Council of Governments
44 N. Virginia Street Suite 2-A
Crystal Lake, IL 60014

1.2 All bids must be delivered to the MCCG McHenry County Council of Governments (MCCG) prior to the bid opening date and time. Bids must be identified as such on the outside of the sealed envelope. Vendor's company name and address are to appear in the upper left corner. Bid information is to appear in the **lower left** corner and shall be marked:

MCCG Unleaded Gasoline and Diesel Fuel Bid 2011

2. **CONTACT WITH MCCG.** Any attempt to directly contact and influence any MCCG Executive Committee member, MCCG advisory committee member associated with this Project, or individual MCCG member governments after receipt of this request for bids, and prior to the final selection decision as evidenced by a written bid acceptance letter from MCCG to the final selected firm will be grounds for disqualification.

3. **BIDDER'S QUALIFICATIONS.** No award will be made to any Bidder who cannot confirm to the MCCG's satisfaction that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e. responsible). The MCCG's decision or judgment on these matters shall be final, conclusive and binding. The MCCG may make such investigations as it deems necessary. The Bidder shall furnish to the MCCG, under oath if so required, all information and data the MCCG may request for the purpose of investigation.

4. **RECEIVING OF BIDS.** Bids received prior to the time of opening will be securely kept, unopened. The MCCG Executive Director, whose duty it is to open bids, will decide when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will be attached to MCCG for the premature or non-opening of a bid not properly addressed and identified, except as otherwise provided by law.

5. **INTERPRETATION OF CONTRACT DOCUMENTS.** Any bidder in doubt as to the true meaning of any part of the specifications or other contract documents may submit to MCCG a written request for an interpretation thereof. Such interpretation will be made only by an addendum duly issued by MCCG. A copy of such addendum will be provided to all prospective bidders. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of the proposal. Oral explanations will not be binding. Any reference in these specifications to manufacturer's name, trade name, or catalog number (unless otherwise specified) is intended only to indicate articles that will be satisfactory, and is not intended to restrict competition. Bids on other makes and catalog numbers will be considered, provided each bidder clearly states exactly what is proposed to be furnished. Unless so stated on proposal, it shall be understood that bidder intends to furnish item identified and does not propose to furnish an "equal". MCCG hereby reserves the right to approve as an "equal", or to reject as not being an "equal", any article the bidder proposes to furnish which contains major or minor variations from specification requirements but which may comply substantially therewith.

6. **LATE BIDS.** Bids arriving after the specified time, whether sent by mail, courier, or in person, will not be accepted. These bids will either be refused or returned unopened. It is the company's responsibility for timely delivery regardless of the methods used. Mailed bids which are delivered after the specified hour will not be accepted regardless of the postmarked time on the envelope.

7. **BIDS BY FAX.** Bids must be submitted on the original forms provided by the MCCG, completely intact as issued. **Facsimile machine transmitted bids will not be accepted**, nor will the MCCG transmit bid documents to prospective bidders by way of a facsimile machine.

8. **ERROR IN BIDS.** When an error is made in extending total prices, the unit bid price will govern. Otherwise, the bidder is not relieved from errors in bid preparation. Erasures in a bid must be explained over an authorized company signature.

9. **WITHDRAWAL OF BIDS.** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the MCCG prior to the specified time of opening. After the opening, a company cannot withdraw his/her bid for a period of ninety (90) calendar days, or such longer time as stated in the bid documents. Furthermore, the contractor/vendor so agrees to these conditions and terms in submitting a bid.

10. **CONSIDERATION OF BID AND BID BOND.** No bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the MCCG, or any participating local government, upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the MCCG or has failed to perform faithfully any previous contract with the MCCG. All bidders must submit a bid bond valued at \$1000 to accompany all bids as a guarantee that if the bid is accepted, the bidder will execute the proper contract. A bank cashier's check or certified

check equal to the amount specified is acceptable in lieu of a bid bond. Proposal securities shall be released as follows:

- (a) The successful Bidder's security shall be retained until the first contract is executed with MCCG or a member government.
- (b) Proposal securities of the unsuccessful proposing Bidders shall be held until the successful Bidder has been identified and executes its first contract with MCCG or a participating member government, at which time the proposal securities will be promptly returned to the unsuccessful Bidders.

The person, firm or corporation if requested, shall present, within 48 hours, evidence satisfactory to the MCCG of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

10. **PRICES.** Unit prices shall be shown for each unit on which there is a bid, and shall include all packing, crating, freight, and shipping charges, and cost of unloading at the destination unless otherwise stated in the bid. Cash discounts will not be considered in determining overall price, but may be used in the overall evaluation.

11. **TAX-EXEMPT STATUS.** Unit prices shall not include any local, state, or federal taxes. MCCG Participating local governments are exempt, by law, from paying State or Local Retailer's Occupation Tax, State Service Occupation and Use Tax, and Federal Excise Tax. If needed, participating local governments MCCG shall supply the successful bidder with their tax exemption numbers.

12. **AWARD OR REJECTION.** The MCCG reserves the right to reject and/or award any and all bids or parts thereof and to waive any formalities and technicalities according to the best interests of the MCCG.

Bidders shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or service to be furnished in accordance with the bid. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist 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 MCCG of the compensation to the bidder.

ANY EXCEPTIONS NOT TAKEN BY THE BIDDER SHALL BE ASSUMED BY THE MCCG TO BE INCLUDED.

A contract will be awarded to the lowest responsible bidder complying with the conditions of the contract documents only when it is in the best interest of the MCCG to accept the bid. The MCCG shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any and/or all bids or parts thereof.

13. **EXECUTION OF CONTRACT.** The individual, firm or corporation to whom or to which a contract has been awarded shall acknowledge acceptance of the bid award and terms and return it to MCCG within ten (10) days after receiving it from MCCG. Thereafter, MCCG shall coordinate with participating member governments for the execution of contracts under this bid. All bidders

are advised that in most instances, MCCG will prepare and administer bidding and will select winning bidders. But, to the extent a contract between the bidder and a purchaser is required, the bidder will be expected to enter contracts with individual MCCG member governments and not with MCCG itself, although the member governments will not require new or different terms than those contained in the form approved by MCCG, and no negotiation with individual member governments regarding this bid will be permitted without MCCG approval. The member governments that will be participating in this bid are identified in the attached detailed specifications. The bid submittal form, as submitted and signed by the company, shall constitute the final agreement and the bid specifications contained herein shall become part of the agreement. Any additional work to be performed, as mutually agreed upon by the MCCG and the company, shall become a part of that agreement subject to approval of each participating member government. Unless it is specifically stated otherwise on the bid, the bid will be awarded to, or placed with, and payment made to the person or company that signs the bid.

14. **FAILURE TO EXECUTE CONTRACT.** Failure to comply with any of the requirements of these specifications and contract, or failure to acknowledge acceptance of the bid award and terms with MCCG within (10) days as specified, shall be a just cause for annulment of the award, or of any Contract if executed by MCCG or a member government, and in the event of the annulment of the award or the Contract, it is understood by the Bidder that the amount of guarantee deposited with the proposal if any shall become the property of the MCCG and shall be retained not as a penalty, but as liquidated damages.

15. **PERMITS AND LICENSES.** The successful company shall obtain, at their own expense, all permits and licenses which may be required to complete the contract.

16. **CONTRACT ALTERATIONS.** No amendment of a contract or bid terms shall be valid unless made in writing and signed by the MCCG or the contracting municipality.

17. **NOTICES.** Unless otherwise required by contract, all notices required by the contract shall be given in writing MCCG at the contact information provided above.

18. **NON-ASSIGNABILITY.** The contractor shall not assign the contract, or any part thereof, to any other person, firm or corporation without the previous written consent of the MCCG. Such assignment shall not relieve the contractor from his/her obligations, or change the terms of the contract.

19. **INDEMNITY/HOLD HARMLESS.** To the fullest extent permitted by law, the Contractor or Consultant hereby agrees to defend, indemnify and hold harmless the MCCG, its officials, agents and employees, and any participating member governments, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses (including attorney's fees), which may in anywise accrue against the MCCG, its officials, agents and employees, or participating member governments arising in whole or in part or in consequence of the performance of this work by the Contractor or Consultant, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal fault of the MCCG, its participating member governments and any of their agents or employees. The Contractor or Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the MCCG, its officials, agents

and employees, or participating member governments in any such action, the Contractor or Consultant shall, at its own expense, satisfy and discharge the same.

The Contractor or Consultant expressly understands and agrees that any performance bond or letter of credit, or insurance policies required by this bid, or otherwise provided by the Contractor or Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the MCCG, its officials, agents and employees, or participating member governments as herein provided.

The Contractor or Consultant further agrees that to the extent that money is due the Contractor or Consultant by virtue of this contract as shall be considered necessary in the judgment of the MCCG, or participating member governments, it may be retained by the MCCG or participating member governments to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the MCCG or participating member governments.

20. **REQUIRED INSURANCE.**

20.1 Submitting a Proposal or Bid. When submitting a proposal or bid, and/or agreeing to provide products and/or services to the MCCG, the contractor or consultant shall certify that he/she has all insurance coverages required by law, outlined below, or as would normally be expected for the type of business. The contractor or consultant shall procure and maintain, for the duration of the contract or agreement with the MCCG (or as applicable, its participating member governments), insurance against claims for injuries to persons or damages to property, which may arise from, or in connection with the performance of the work by the contractor or consultant, his agents, representatives, employees or subcontractors.

At a minimum, the contractor or consultant shall provide coverage at least as broad as:

- Worker's Compensation Insurance – statutory amount
- Employer's Liability - \$500,000 per accident
- 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
- Auto Liability Insurance:
 - (a) Bodily injury with limits not less than \$1,000,000
 - (b) Property damage with limits not less than \$1,000,000
- Umbrella excess liability of \$1,000,000 per occurrence, \$2,000,000 aggregate
- Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also

provide coverage for incidents occurring during transportation of pollutants. Minimum Limits: The contractor or consultant shall maintain limits no less than the following, \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

20.2 Applicable to all Coverages. The policies are to contain, or be endorsed to contain, the following provisions:

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the MCCG and its participating local governments.
- Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by the MCCG. At the option of the MCCG, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the member, its officials, agents, employees and volunteer; or the Contractor or consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.
- The specifications may require higher limits or additional types of insurance coverages than shown above and the contractor will be required to furnish a certificate of insurance, copy of additional insured endorsement or other proof of insurance coverages.
- Acceptability of Insurers. Insurance is to be placed with insurers acceptable to MCCG and licensed to do business in the State of Illinois.
- Verification of Coverage. The contractor or consultant shall furnish the MCCG with certificates of insurance naming the MCCG and any participating local governments and all of their officials, agents, employees and volunteers as additional insureds (Exhibit A), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the MCCG and are to be received and approved by the MCCG before any work commences.

20.3 The contractor's or consultant's insurance coverage shall be primary as respects the MCCG, its officials, agents, employees and volunteers or its participating local governments and their officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the MCCG, its participating local governments and any of their officials, agents, employees and volunteers shall be excess of contractor's or consultant's insurance and shall not contribute with it.

20.4 Subcontractors and Subconsultants. The contractor or consultant shall include all subcontractors or subconsultants as insureds under its policy or shall furnish separate certificates and endorsements for each subcontractor or subconsultant. All coverages for subcontractors or subconsultants shall be subject to all of the requirements stated herein.

21. **ASSUMPTION OF LIABILITY.** The contractor or consultant assumes liability for all injury to or death of any person or persons including employees of the contractor or consultant, any sub-contractor or subconsultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the contractor's or consultant's contract or agreement with the MCCG or its participating local governments.

22. **COMPLIANCE WITH ALL LAWS.** The contractor or consultant shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws (if applicable), the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations. Also including the following:

(a) **Equal Employment Opportunity.** During the performance of the contract and/or supplying of materials, equipment and supplies, the contractor or consultant must be in full compliance with all provisions of the Acts of the General Assembly of the State of Illinois relating to employment, including equal employment opportunity requirements.

(b) **Prevailing Wages.** If applicable, all laborers, workers, and mechanics shall be paid no less than the current prevailing wages for the construction trades, as established by the Illinois Department of Labor and included in these provisions. Contractor shall also provide written prevailing wage notice to each subcontractor.

(c) **Substance Abuse Prevention.** In accordance with Section 15 of the Substance Abuse Prevention on Public Works Projects Act 820 ILCS 265, before an employer commences work on a public works project, the employer shall have in place a written program which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees.

(d) The contractor or consultant, if required by the MCCG, shall provide evidence of specific regulatory compliance.

23. **SAFETY/LOSS PREVENTION PROGRAM.** MCCG may request that the contractor or consultant provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to approval to work with the MCCG. Evidence of completed employee safety training shall be provided if requested by the MCCG.

25. **SUBCONTRACTORS.** In order that the MCCG may be assured that only qualified and competent subcontractors will be employed on the project, each proposer shall submit with their proposal a list of subcontractors who will perform the work, if any. The bidder shall have determined to their own satisfaction that subcontractor has been successfully engaged in this particular type of

business for a reasonable length of time, has successfully completed work comparable to that which is required by this specification, and is both technically and financially qualified to perform the pertinent phase of work for which they are listed.

26. **ACCEPTANCE.** After the acceptance and award of the bid, and upon receipt of a written purchase order executed by the proper officials of the MCCG or participating local governments, this instruction to bidders, including the specifications, will constitute part of the legal contract between the MCCG and the successful Contractor and shall serve as the terms of any agreement between successful bidder and participating local governments.

27. **DEFAULT AND TERMINATION.** \

27.1 The MCCG or participating local governments may terminate a contract by written notice of default to the contractor/vendor if:

- a. The contractor/vendor fails to make delivery of the materials or perform the services within the time or manner specified in the bid, or
- b. Fails to make progress so as to endanger the performance of the contract, or
- c. Fails to provide or maintain in full force and effect, the liability and indemnification coverages or performance bond as is required.

If the MCCG or a participating local government terminates the contract for default, the MCCG may procure supplies or services similar to those so terminated, and the contractor/vendor shall be liable to the MCCG or a participating local government for any excess costs for similar supplies and services, unless the contractor/vendor provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the contractor.

27.2 **Termination.** Any participating local government may terminate their Contract for any reason without penalty with the successful bidder with 60 days' written notice to bidder.

28. **SPECIAL CONDITIONS.** Wherever special conditions are written into the Specifications or Special Provisions sections which are in conflict with conditions stated in these instructions for submitting a bid, the conditions stated in the Specifications or Special Provisions sections shall take precedence.

29. **INSPECTIONS.** The MCCG or participating local governments shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the MCCG or participating local governments. Any items rejected shall be removed from the premises of the MCCG or participating local governments and/or replaced at the entire expense of the successful bidder.

30. **BID RIGGING/ROTATING.** All bidders must comply with Illinois State law 720 ILCS 5/33E.1, et seq. prohibiting bid rigging and/or rotating. Further, no bidder or entity may be delinquent in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting the amount and/or liability through proper procedures.

Therefore, the undersigned hereby certifies that the bidder is not barred from submitting a bid on the contract as a result of State law, prohibiting bid rigging and/or rotation, and that the bidder is not delinquent in the payment of any tax, unless it is contested in accordance with the appropriate procedures.

31. **MCCG REBATE.** The contractor shall remit to the MCCG on a quarterly basis, an amount equal to ½% of the total dollar volume for the quarter from contracts with or service to all participating governments.

Contractor must furnish a report of purchases made from this contract by the 15th of the month following the end of each quarter. The report is to be submitted to the MCCG, 44 N. Virginia Street, Suite 2-A, Crystal Lake, Illinois 60014 and shall include the following information: ordering local government, item descriptions, total quantity delivered, item price (including mark-up and applicable taxes), total order extended price, and total volumes for the quarter.

Bidder _____

Address _____

Authorized Person _____

Authorized Signature _____

Title _____

Date _____

DETAILED SPECIFICATIONS/SPECIAL PROVISIONS

Unleaded Gasoline and Diesel Fuel

Bid Opening Time: 10:00 am
Date: Wednesday October 26, 2011
Location:

McHenry County Council of Governments (MCCG)
44 N. Virginia Street Suite 2-A
Crystal Lake, IL 60014

General Information

The MCCG will choose the lowest responsive and responsible bidder to recommend to participating local governments for purchases. Those participants are included in Exhibit A.

The MCCG reserves the right to reject any and all bids or to waive any technicalities, discrepancies, or information in the bids.

All bids are subject to the attached terms and contained in the MCCG's instructions for submitting bids and an executed copy of that document must be included in the bid material submitted to MCCG by any bidder.

SCOPE OF SERVICES

The bid specifications provided herein shall describe the minimum specifications needed in order to permit prospective qualified vendors the opportunity to bid on a one-year contract for the purchase and delivery of fuel for local governments that choose to participate. For those municipalities that wish to participate after reviewing the winning bid the successful bidder will contract with the participating member governments identified in Exhibit A and MCCG will not be legally bound under any contract between the participating member government and the successful bidder.

DELIVERY

The contractor is responsible to make deliveries Monday through Friday between the hours of 7:00 am and 3:00 pm with no deliveries to be made between the hour of 12 pm and 1 pm. Any deliveries outside of those times must be approved by the local government. The contractor must make delivery not later than 24 hours after the receipt of an order from a municipality. All transportation and delivery charges and/or incidentals shall be included in the bid price.

Under circumstances of extreme usage or if an emergency situation exists in the region, deliveries may be required within a 24 hour period. The contractor shall also agree to deliver on Saturdays, Sundays and Legal Holidays if an emergency situation exists in the region.

The delivery locations will be determined by each participating local government.

DESCRIPTIVE LITERATURE

Bidders shall submit specification sheets and Material Safety Data Sheets describing the product to be furnished under this contract. Any bid which is not accompanied by descriptive literature may be rejected.

PRICE

All bidders must submit a bid price based upon the OIL PRICE INFORMATION SERVICE (OPIS) LOW published price per gallon dated: October 24, 2011. Plus or minus the bidder’s profit / overhead (“contractor mark-up”). The OPIS newsletter is published on Monday of each week and shall be the reference price for deliveries made Monday through Sunday of each week. The price per gallon will be based on the low posted for the day of delivery. The mark-up amount will remain firm throughout the term of the contract.

Bidder agrees to hold quoted price for 60 days after notification of acceptance of bid to give local governments the ability to receive approval to enter into a contract from their corporate authorities.

The participating local government reserves the right to correct any invoice that does not reflect current Oil Price Information Service prices as defined above. The participating local government reserves the right to cancel any or all purchase orders should the vendor’s performance or price be deemed unacceptable. The MCCG also reserves the right to split the award among different vendors if it is in the participating local governments’ best interest.

FUEL TYPES

Participating MCCG local governments participating in this purchase use various types of fuels. The fuels that the participating local governments include:

- Unleaded Gasoline, 87 Octane
- Ultra Low Sulfur Diesel
- E85 Ethanol
- Off-Road Diesel
- Diesel, 2% to 20% Bio (at the discretion of each local government)

QUANTITIES

Any quantities shown on the proposal page are estimated only for bid canvassing purposes. The MCCG has made a good faith effort to estimate the quantity requirements for the Contract term. The MCCG reserves the right to increase or decrease quantities ordered under this contract. The quantities given are estimated by the MCCG to be required during the initial (12) twelve-month term of contract.

<u>Fuel Type</u>	<u>Annual Amount (Gallons)</u>
Regular Unleaded Gasoline, 87 Octane	280,000
Low Sulfur Diesel	166,350
E85 Ethanol	11,000
Off Road Diesel	15,000
Diesel, 2% to 20% Bio	26,000

TESTING

During the life of this contract, participating organizations may, at any time, analyze the product. If the analysis indicated non-compliance with the contract provisions, participating local governments reserve the right to return the product for replacement and charge the contractor for any cost incurred by the participating local government.

PHYSICAL AND CHEMICAL REQUIREMENT

All gasoline quality standards are to be measured by Road Octane Rating (Research Octane plus Motor Octane divided by two) and shall meet or exceed the following requirements that are consistent with the efficient and effective operation of the participating organizations' fleet of vehicles and equipment.

Unleaded Fuel

- 87 Octane Rating Minimum, Reformulated
- 10% Maximum Ethanol

ULSD#1-D, #2-D, B2 through B20 Bio-Diesel Fuels

- ASTM designation D975 B2 Rated Blend ASTM D6751-08
- Maximum sulfur content; 15 parts per million
- Cetane number minimum 45
- Must contain a lubricity additive that passes the SLBOCLE test.
- Cloud point to a maximum of 10° Summer and -20° Winter
- Must contain Biocide to maximum recommended levels
- Detergent additives that meet Cummins L10 Superior Rating
- Water Dispersant to 200 P.P.M.

All gasoline and diesel fuel must be free of any suspended material and any trace of water. The MCCG will not accept quotes on gasoline containing methanol. Vendors shall supply data using latest ASTM methods on their distillation, supply data using latest ASTM methods on their distillation, potential gum, oxygen stability, corrosion, and percent of sulfur. Bids shall be accompanied by specifications of product quoted and should indicate the brand and trade name under which it is sold. The product must be the same as is sold by the vendor through their wholesale outlet.

Specifications and all Contract Documents may be obtained from the MCCG at 44 N. Virginia Street Suite 2-A Crystal Lake, IL 60014. Prices quoted must be valid for a minimum of 60 days from the date of the bid opening.

Bids will be received by Anna Bicanic Moeller, Executive Director of the MCCG at the above address until. All bids will be opened immediately thereafter in the office. Bids must be identified as such on the outside of the sealed envelope. Vendor's company name and address are to appear in the upper left corner. Bid information is to appear in the **lower left** corner and shall be marked:

“Unleaded Gasoline and Diesel Bid () -

Attn: Anna Bicanic Moeller, Executive Director McHenry County Council of Governments”

The MCCG reserves the right to reject any and all bids or to waive any technicalities, discrepancies, or information in the bids.

All detailed questions concerning the actual bid specifications are to be forwarded to: Anna Bicanic Moeller at 815-477-2090 or amoeller@mchenrycountycog.org.

The MCCG does not discriminate in admission, access to, treatment, or employment in its programs and activities.

Exhibit A

MCCG Potential Participating Local Governments:

Village of Algonquin
Village of Barrington Hills
City of Crystal Lake
Village of Fox River Grove
Village of Greenwood
City of Harvard
Village of Hebron
Village of Huntley
Village of Island Lake
Village of Johnsburg
Village of Lake in the Hills
Village of Lakemoor
Village of Lakewood
City of Marengo
Village of McCullom Lake
City of McHenry
Village of Prairie Grove
Village of Richmond
Village of Ringwood
Village of Spring Grove
Village of Trout Valley
Village of Union
City of Woodstock

REFERENCES

List below other organizations for which these or other similar services have been provided:

Agency Name: _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____

Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____

Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____

Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____

Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____

McHenry County Council of Governments
44 N. Virginia Street Suite 2-A
Crystal Lake, IL 60014

Bid Opening:

Bidder Information

Company Name: _____ **Telephone:** _____
Address: _____ **Fax:** _____
City, State, Zip: _____ **Email:** _____
Contact Person: _____

OPIS BENCHMARK PRICE (Including Delivery):

Regular Unleaded Gasoline

Deliveries < 6,000 gallons
OPIS Index Low Rack \$ _____ per gallon
Profit / Overhead \$ _____ per gallon
Total Cost/gallon (Net Taxes) \$ _____ per gallon

Deliveries >6,000 gallons
OPIS Index Low Rack \$ _____ per gallon
Profit / Overhead \$ _____ per gallon
Total Cost/gallon (Net Taxes) \$ _____ per gallon

Ultra Low Sulfur Diesel Fuel

Deliveries <6,000 gallons
OPIS Index Low Rack \$ _____ per gallon
Profit / Overhead \$ _____ per gallon
Total Cost/gallon (Net Taxes) \$ _____ per gallon

Deliveries >6,000 gallons
OPIS Index Low Rack \$ _____ per gallon
Profit / Overhead \$ _____ per gallon
Total Cost/gallon (Net Taxes) \$ _____ per gallon

E85 Ethanol

Deliveries <6,000 gallons
OPIS Index Low Rack \$ _____ per gallon
Profit / Overhead \$ _____ per gallon
Total Cost/gallon (Net Taxes) \$ _____ per gallon

Deliveries >6,000 gallons
OPIS Index Low Rack \$ _____ per gallon
Profit / Overhead \$ _____ per gallon
Total Cost/gallon (Net Taxes) \$ _____ per gallon

Off-Road Diesel Fuel

Deliveries <6,000 gallons

OPIS Index Low Rack \$ _____ per gallon
Profit / Overhead \$ _____ per gallon
Total Cost/gallon (Net Taxes) \$ _____ per gallon

Deliveries >6,000 gallons

OPIS Index Low Rack \$ _____ per gallon
Profit / Overhead \$ _____ per gallon
Total Cost/gallon (Net Taxes) \$ _____ per gallon

Diesel, 2% to 20% Bio

Deliveries <6,000 gallons

OPIS Index Low Rack \$ _____ per gallon
Profit / Overhead \$ _____ per gallon
Total Cost/gallon (Net Taxes) \$ _____ per gallon

Deliveries >6,000 gallons

OPIS Index Low Rack \$ _____ per gallon
Profit / Overhead \$ _____ per gallon
Total Cost/gallon (Net Taxes) \$ _____ per gallon

Does your firm use metered trucks: Yes _____ No _____

Does your firm provide storage and pumping equipment if requested by an interested local government?

Yes _____ No _____

If yes, is there a cost?

Yes, Cost: \$ _____ per annum

No Cost _____

List any and all deviations from minimum specifications:

I certify that I am acting as an agent for the firm designated below and that the firm will sell to the MCCG participating local governments the product(s) described herein for the amount specified above. Further, I certify that all exceptions or deviations from the attached detailed specifications are clearly stated in writing and the price quoted shall include all terms specified unless otherwise noted.

Signature of Authorized Representative

PLEASE TYPE OR NEATLY PRINT THE FOLLOWING INFORMATION

Name of Authorized Representative

Title

Company Name

Street Address

City

State

Zip Code

(Area Code) Phone Number