



OFFICE OF WILL COUNTY EXECUTIVE
LAWRENCE M. WALSH

Rita Weiss
Purchasing Director

(815) 740-4605
Fax (815) 740-4604
rweiss@willcountyillinois.com

October 2, 2012

To Whom It Might Concern:

You are invited to submit your sealed bid for the purchase and delivery of **approximately 300,000 gross gallons, more or less, of 87 or 89 octane gasoline with ethanol and approximately 85,000 gross gallons, more or less of a high quality Ultra Low Sulfur Bio-diesel (B2) blended Ultra Low Sulfur Diesel fuel** for the County of Will Sheriff and Highway Depts., for the period of December 1, 2012 through November 30, 2013.

Specifications are attached hereto and are considered part of the bidding package.

A 10% Bid Bond or Cashiers Check made payable to the Will County Treasurer MUST accompany your bid, or it will not be considered. Money Orders or Company checks will not be accepted. Please calculate the 10% bid deposit on total of 300,000 gallons of 87 or 89 octane gasoline and 85,000 gallons of Bio-diesel (B2) Ultra Low Sulfur Diesel Fuel.

Sealed bids will be received in the Purchasing Department, 2nd Floor of the Will County Office Building, located at 302 N. Chicago St., Joliet, IL. 60432, due no later than **9:00 A.M., "as so indicated by the time stamp clock of Will County", Thursday, November 8, 2012.**

Bids will be publicly opened and read by the Will County Executive or his representative at **9:10 A.M. Thursday, November 8, 2012,** at the Will County Office Building, 2nd Floor. You are welcome to attend the meeting.

The County of Will reserves the right to accept or reject any or all bids received.

Should you have any questions regarding this bid, please contact Rita Weiss, Purchasing Director in writing at rweiss@willcountyillinois.com.

We welcome your bid.

Sincerely,

A handwritten signature in cursive script that reads "Rita Weiss".

Rita Weiss
Purchasing Director

RW/mm

**ADVERTISEMENT OF BID
FOR THE PURCHASE AND DELIVERY
OF GASOLINE WITH ETHANOL & DIESEL FUEL
FOR THE
COUNTY OF WILL SHERIFF & HIGHWAY DEPTS.**

SEALED BIDS FOR THE PURCHASE AND DELIVERY OF APPROXIMATELY 300,000 GROSS GALLONS, MORE OR LESS, OF 87 OR 89 OCTANE UNLEADED GASOLINE WITH ETHANOL AND APPROXIMATELY 85,000 GROSS GALLONS, MORE OR LESS, OF A HIGH QUALITY ULTRA LOW SULFUR BIODIESEL (B2) BLENDED ULTRA LOW SULFUR DIESEL FUEL FOR THE COUNTY OF WILL FOR THE PERIOD DECEMBER 1, 2012 THROUGH NOVEMBER 30, 2013, WILL BE RECEIVED AT THE WILL COUNTY PURCHASING DEPARTMENT, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, UNTIL THE HOUR OF 9:00 A.M., THURSDAY, NOVEMBER 8, 2012.

SEALED BIDS WILL BE PUBLICLY OPENED AND READ BY THE WILL COUNTY EXECUTIVE OR HIS REPRESENTATIVE AT 9:10 A.M., THURSDAY, NOVEMBER 8, 2012 AT THE WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST, 2ND FLOOR, JOLIET, IL 60432.

SPECIFICATIONS AND CONDITIONS OF THE BID ARE AVAILABLE AT www.demandstar.com AND www.willcountyillinois.com, AS WELL AS THE PURCHASING DEPARTMENT, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL. 60432, (815) 740-4605 OR purchasing@willcountyillinois.com.

THE TENDERING OF A BID TO THE COUNTY SHALL BE CONSTRUED AS ACCEPTANCE OF THE SPECIFICATIONS. THE COUNTY OF WILL RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS OR PROPOSALS RECEIVED IN WHOLE OR IN PART.

BY ORDER OF THE WILL COUNTY EXECUTIVE, LAWRENCE M. WALSH.

INSTRUCTIONS TO BIDDERS

FOR THE PURCHASE AND DELIVERY OF 87 OR 89 OCTANE UNLEADED GASOLINE WITH ETHANOL & HIGH QUALITY BIODIESEL (B2) BLEND DIESEL FUEL FOR THE COUNTY OF WILL SHERIFF & HIGHWAY DEPTS.

You are invited to submit your sealed bids for the purchase and delivery of approximately **300,000 gross** gallons, more or less, of 87 or 89 octane unleaded gasoline with ethanol and approximately **85,000 gross** gallons, more or less, of a high quality Ultra Low Sulfur Bio-diesel (B2) blended Ultra Low Sulfur Diesel fuel for the Will County Sheriff & Highway Departments for a twelve (12) month period, from December 1, 2012 through November 30, 2013. The county will purchase **either** 87 or 89 octane unleaded gasoline, approximately 300,000 gross gallons, more or less, **not both**. The quantity of gasoline is estimated based on previous year's usage.

SEALED BIDS:

Sealed bids will be received in the Purchasing Department, 2nd Floor, Will County Office Building, 302 N. Chicago Street, Joliet, Illinois 60432, not later than **9:00 A.M., Thursday, November 8, 2012, as so indicated by the time stamp clock of Will County.** **BIDS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.**

Sealed bids will be publicly opened and read aloud by the Will County Executive or his representative at **9:10 A.M., Thursday, November 8, 2012** at the Will County Office Building, 302 N. Chicago St., 2nd. Floor, Joliet, Illinois 60432.

Bids must be made in accordance with the instructions contained herein.

Bid forms shall be completely filled out either typewritten or in ink and shall not be detached from this binding. The **complete set of Contract Documents shall be submitted** with the proposal, in triplicate with **ONE ORIGINAL AND TWO COPIES, CLEARLY MARKED.**

Bids shall be submitted on the forms furnished by the County of Will in a sealed package, ***plainly marked***, with the Bidder's name, address and the notation:

SEALED BID: **2013-1 GASOLINE, SHERIFF/HIGHWAY DEPTS.**

DUE DATE & TIME: **THURSDAY, NOVEMBER 8, 2012, 9:00 A.M.**

Or use the label at the end of this document for your convenience.

Sealed bids shall be addressed to the Will County Purchasing Department, Will County Office Building, 302 N. Chicago St., Joliet, IL 60432.

TAX EXEMPTION:

The County of Will is exempt from State, Municipal or Federal Excise Taxes. Each Bidder must be prepared to file for any Refund relating to said Taxes. The County of Will is not to be billed for any Federal Excise and/or Sales Tax.

SIGNATURE OF BIDS:

The **signature on bid documents** shall be that of an authorized representative of bidder. An officer of or agent of the offering bidder who is empowered to bind the bidder in a Contract shall sign the proposal and any clarifications to that proposal.

BID SECURITY:

A 10% bid bond or cashier's check made payable to the Will County Treasurer, shall accompany each bid, attached to the front cover, as a guarantee that if the bid is accepted, a contract will be entered into. **Money Orders or company checks will not be accepted.** The bid bond or cashier's check of the unsuccessful bidders will be returned after the contract has been awarded by the County Board. The bid bond or cashier's check of the successful bidder shall be retained by the County of Will as surety that they will fulfill their obligations throughout the length of the contract. The check or bond will be returned upon satisfactory completion of contract.

SPECIFICATIONS:

Specifications are attached hereto and incorporated herein.

QUANTITY REQUIREMENTS:

It is estimated that the County of Will, Joliet, IL will require approximately 300,000 gallons, more or less of unleaded 87 or 89 octane gasoline and approximately 85,000 gross gallons, more or less of a high quality Ultra Low Sulfur Bio-diesel (B2) blended Ultra Low Sulfur Diesel fuel delivered this contract year. The county will purchase **either** 87 or 89 octane unleaded gasoline, approximately 300,000 gross gallons, more or less, **not both**. This contract will be for a twelve (12) month period, commencing December 1, 2012 through November 30, 2013.

The County of Will reserves the right to increase or decrease the quantities of gasoline so specified in this contract.

PRICES:

Prices shall remain in effect throughout the contract period, which will be a twelve (12) month period, December 1, 2012 through November 30, 2013, and shall be a **FIXED RATE PER GALLON**. The Illinois Motor Fuel Tax and Underground Storage Tax should not be part of the bid quote. That is to be billed as a separate line item on the invoices.

If the Federal Government through its agencies imposes price controls or pricing rules during the term of the contract, the Contractor shall comply with such rules and regulations. Will County will **not** be responsible for any such increase in cost during the length of the contract.

WORDS AND FIGURES:

Where amounts are given in both words and figures, the words shall govern. If the amount is not written in words the unit cost will take precedence over the extended price in case of a discrepancy in the multiplication.

PAYMENT:

Payment will be made pursuant to the Illinois Local Government Prompt Payment Act.

BIDDING PROCEDURES:

1. All bids must be prepared on the forms provided by the County and submitted in triplicate, with **ONE ORIGINAL AND TWO COPIES, CLEARLY MARKED**, in accordance with the Instructions to bidders.
2. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for bids or prior to any extension thereof issued to the bidders.
3. Unless otherwise provided in any supplement to the Instructions to bidders, no bidder shall modify, withdraw or cancel his bid or any part thereof for sixty (60) days after the time designated for the receipt of bids in the Advertisement for bids.
4. Changes or corrections may be made in the bid documents after they have been issued and before bids are received. In such cases a written addendum describing the change or correction will be issued by the County of Will to all bidders recorded by the County of Will as having received the bidding documents and will be available for inspection wherever issued. Such addendum shall take precedence over that portion of the documents concerned, and shall become part of the bid documents. Except in unusual cases, addendum will be issued to reach the bidders at least five (5) days prior to date established for receipt of bids.
5. Each bidder shall carefully examine all bid documents and all addenda thereto, and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than seven (7) days prior to bid due date, notify the County of Will, who will, if necessary, send written addendum to all bidders. The County of Will will not be responsible for any oral instructions. All inquiries shall be directed to the Purchasing Director. After sealed bids are received, the bidder will make no allowance for oversight.

The County of Will will not be responsible for any oral instructions. All inquiries shall be directed to Rita Weiss, in writing at rweiss@willcountyillinois.com. After bids are received, no allowance will be made for oversight by the Bidder.

NO BID:

Those who wish not to bid this project please return your bid plainly marked "NO BID" so your companies names stay on our bidders list. If you choose not to reply your name will be removed from our bidders list and no future bids will be sent to you.

REJECTION OF BIDS:

The bidder acknowledges the right of the County of Will to reject any and all proposals for cause and to waive non-material informality or irregularity in any bid received.

NON-DISCRIMINATION:

The contractor shall at all times observe and comply with any law, statute, regulation or the like relating in any way to civil rights including but not limited to the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.

PRIME CONTRACTOR CERTIFICATION:

Included in this bid package is a prime contractor certification form. This form must be filled out and returned with your bid package or it will not be accepted.

DEFAULT:

In case of default by the successful bidder, the County of Will may procure the articles or services from other sources and may deduct from any unpaid balance due the successful bidder any increase in cost to the county as a result of said default, or may collect against the bond or surety for excess costs so paid, and the prices paid by the County of Will shall be considered the prevailing market price at the time such purchase is made.

ILLINOIS FREEDOM OF INFORMATION ACT:

Any and all submissions to the County of Will become the property of the County of Will and these and any late submissions will not be returned. Your proposal will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless you request in your proposal that we treat certain information as exempt. We will not honor requests to exempt entire proposals. You must show the specific grounds in FOIA or other law or rule that support exempt treatment. If you request exempt treatment, you must submit an additional copy of the proposal with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the proposal as possible. In the event the County of Will receives a request for a document submitted, the County of Will shall provide notice to contractor as soon as practicable. Regardless, contractor will be responsible for any costs or damages associated with defending your request for exempt treatment. Furthermore, contractor warrants that County of Will's responses to requests for a document submitted that is not requested to be exempt will not violate the rights of any third party.

Please be advised that if your proposal is accepted by the County of Will all related records maintained by, provided to, or required to be provided to the County of Will during the contract duration are subject to FOIA. In the event the County of Will receives a request for a document relating to contractor, its provision of services, or the arranging for the provision of services, the County of Will shall provide notice to contractor as soon as practicable and, within the period available under FOIA, contractor may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment. Furthermore, contractor will warrant that County of Will's responses to requests for a document relating to contractor, its provision of services, or the arranging for the provision of services, or the arranging for the provision of services, will not violate the rights of any third party.

Please be advised also that FOIA provides that any record in the possession of a party with whom the County of Will has contracted to perform a governmental function on behalf of the

County of Will, and that directly relates to the governmental function and is not otherwise exempt under FOIA is considered a public record of the County of Will for purposes of FOIA. 5 ILCS 140/7(2). As such, upon request by the County of Will (or any of its officers, agents, employees or officials), the contractor shall provide to the County of Will at no cost and within the timeframes of FOIA a copy of any "public record" as required by FOIA and in compliance with the provisions of FOIA. After request by the County of Will, contractor may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment.

AWARDING OF BID:

The bidder acknowledges the right of the County of Will to accept that bid, in whole or part, deemed to be the lowest responsible bid after all bids have been examined and evaluated. The bid is expected to be awarded at the November 15, 2012 meeting of the Will County Board.

SUBMITTAL REQUIREMENTS:

Each of the following Products shall be submitted by the bid time mentioned herein in order that the bid will be considered:

1. 10% Bid Bond or Cashier's Check
2. **Signed** Copy of Prime Contractor Certification
3. **Signed** and completed Bid Form
4. **Signed** and completed Receipt of Addenda Form

ULTRA LOW SULFER DIESEL FUEL SPECIFICATIONS:

ULS Diesel fuel must be a high quality ULS Bio-diesel (B2) blend; it must meet the specifications attached hereto and incorporated herein as "Exhibit A".

Diesel fuel will be seasonally and geographically blended for low temperature and performance, as to insure a low cloud point and pour point.

Diesel fuel must have:

1. Specifications per ASTM D975 S15
2. A dispersant to guard against clogging filters.
3. An extra lubricity added.
4. A demulsifier to shed water
5. An antioxidant for storage life.
6. A metal deactivator to suppress gum and varnish
7. A corrosion inhibitor.
8. A low sulfur content, .05 wt % maximum
9. Must be blended with a minimum 2% pure Bio-diesel (Specifications per ASTM D6751-08 Standards for S15 Grade).
10. Winter blend shall be with ULSD #1 per ASTM specifications.

DELIVERY:

Fuel shall be delivered to the following three (3) locations which are to be used by Will County's Highway Department and the Sheriff's Department: All of which have 10,000-gallon underground storage tank's (UST's) either for unleaded or diesel.

<u>Locations</u>	<u>Delivery Information</u>
Highway Dept. 16841 W. Laraway Road Joliet, Illinois 60433	Weekdays 7:30 a.m. to 3:30 p.m. (2 tanks) 10,000 gal unleaded UST (1 tank) 10,000 GAL DIESEL UST
Monee Highway Garage 25930 S Egyptian Trail Monee, Illinois 60449	Weekdays 7:30 a.m. to 3:30 p.m. (1 tank) 10,000 gal unleaded UST (1 tank) 10,000 GAL DIESEL UST
Caton Farm Maintenance Facility 1240 Caton Farm Road Crest Hill, Illinois 60435	Weekdays 7:30 a.m. to 3:30 p.m. (1 tank) 10,000 gal unleaded UST (1 tank) 10,000 GAL DIESEL UST

All deliveries to the Highway Dept., Monee Highway Garage and Caton Farm Maintenance Facility shall be made on weekdays between the hours of 7:30 a.m. and 3:30 p.m., unless otherwise specified by an authorized representative of the Will County Sheriff's Department or Highway Department.

Deliveries shall be made within twenty-four (24) hours of notification of the need for gasoline and diesel fuel.

THE SUCCESSFUL BIDDER SHALL BE DIRECTLY RESPONSIBLE FOR ANY AND ALL DELIVERY CHARGES. DO NOT INCLUDE ANY DELIVERY CHARGES ON YOUR BID.

Inc min 7,000/max 8,000 gallons deliveries

PRIME CONTRACTOR CERTIFICATION

The undersigned hereby certifies that _____
Name of Bidder

is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Criminal Code of 1961.

Name of Bidder

Title

Signature

Date

Note: A person who makes a false certificate commits a Class 3 Felony.

Sections 33E-3 and 33E-4 provide as follows:

33E-3. Bid-rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

33E-4 Bid rotating. A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of **Section 5-4 of this Code.**

Possible violations of Section 33 can be reported to the Office of the Will County State's Attorney at (815) 727-8453.

Date Mailed: 10-2-12
 Due 11-8-12, 9:00 A.M.
 Open: 11-8-12, 9:10 A.M.

PURCHASING DEPARTMENT
 COUNTY OF WILL
 302 N. CHICAGO ST.
 JOLIET, IL. 60432
 Will County Equal Opportunity Employer

CONTRACT FOR
 GASOLINE
 2013-1 GASOLINE

NAME _____ F.E.I.N. # _____
 ADDRESS _____
 CITY _____ STATE _____ ZIP _____ Please check one:
 CONTACT _____ Minority Vendor yes no
 PHONE _____ FAX _____ EMAIL _____

THIS IS NOT AN ORDER

Agency Name and Delivery Address: VARIOUS WILL COUNTY LOCATIONS
JOLIET, IL. 60432
 For additional Information: Rita Weiss, Purchasing
rweiss@willcountyllinois.com

THE BIDDER PROPOSES TO PROVIDE THE PRODUCTS AND/OR SERVICES IN ACCORDANCE WITH THE SPECIFICATIONS ATTACHED HEREIN.

CONTRACT PERIOD TWELVE (12) MONTHS,
 DECEMBER 1, 2012 - NOVEMBER 30, 2013

QTY	DESCRIPTION	UNIT PRICE GAS 87 OCTANE	UNIT PRICE GAS 89 OCTANE	UNIT PRICE DIESEL
300,000	APPROXIMATE GALLONS, 87 OCTANE UNLEADED GASOLINE <u>WITH</u> ETHANOL	\$		
300,000	APPROXIMATE GALLONS, 89 OCTANE UNLEADED GASOLINE <u>WITH</u> ETHANOL		\$	
85,000	DIESEL FUEL, HIGH QUALITY ULSD BIODIESEL (B2) BLEND. PLEASE COMPLETE THE QUESTIONNAIRE FOR THE DIESEL FUEL LISTED BELOW.			\$
	UNDERGROUND STORAGE TAX	\$	\$	\$
	ILLINOIS MOTOR FUEL TAXES	\$	\$	\$
	ENVIRONMENTAL IMPACT FEE	\$	\$	\$
	TOTAL PER GALLON COST	\$	\$	\$

ANY STATE, LOCAL OR FEDERAL EXCISE TAXES SHOULD BE PAID FOR BY THE VENDOR. IT WILL BE THE DUTY OF THE VENDOR TO APPLY FOR AND REQUEST ANY REFUNDS FROM THE GOVERNMENT WHERE THESE TAXES ARE CONCERNED.

PLEASE VERIFY, YES OR NO, THAT YOUR PRODUCT MEETS OR EXCEEDS THE FOLLOWING REQUIREMENTS:

DIESEL FUEL MUST BE A HIGH QUALITY ULSD BIODIESEL (B2) BLEND. _____ Y _____ N
 DIESEL FUEL WILL BE SEASONALLY AND GEOGRAPHICALLY BLENDED FOR LOW TEMPERATURE, PERFORMANCE, AS TO INSURE A LOW CLOUD POINT AND POUR POINT. _____ Y _____ N

DIESEL FUEL MUST HAVE:

1. A DISPERSANT TO GUARD AGAINST CLOGGING FILTERS. _____ Y _____ N
2. AN EXTRA LUBRICITY ADDED. _____ Y _____ N
3. A DEMULSIFIER TO SHED WATER _____ Y _____ N
4. AN ANTIOXIDANT FOR STORAGE LIFE. _____ Y _____ N
5. A METAL DEACTIVATOR TO SUPPRESS GUM AND VARNISH _____ Y _____ N
6. A CORROSION INHIBITOR _____ Y _____ N
7. A LOW SULFUR CONTENT, .05 WT % MAXIMUM _____ Y _____ N

Signed By: _____

Title: _____

Approved by: _____

PAUL KAUPAS, WILL COUNTY SHERIFF
 BRUCE GOULD, COUNTY ENGINEER

Date Mailed: 10-2-12
Due 11-8-12, 9:00 A.M.
Open: 11-8-12, 9:10 A.M.

RECEIPT OF ADDENDA FORM
PURCHASING DEPARTMENT
COUNTY OF WILL
302 N. CHICAGO ST.
JOLIET, IL. 60432

CONTRACT FOR
GASOLINE
2013-1 GASOLINE

The Bidder proposes to provide the products and/or services in accordance with the specifications attached herein.

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

CONTACT _____

PHONE _____ FAX _____

Please check one:

Minority Vendor yes no

FEIN # _____

THIS IS NOT AN ORDER

Agency Name and Delivery Address:	VARIOUS WILL COUNTY LOCATIONS JOLIET, IL. 60432
For Additional information contact:	RITA WEISS, PURCHASING rweiss@willcountyillinois.com

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

LATE BIDS CANNOT BE ACCEPTED!

<u>SEALED BID DOCUMENT</u>	
<u>From:</u>	
BID #:	2013-1
DUE DATE:	11/8/12
DUE:	9:00 A.M.
DESCRIPTION:	Gasoline Bid (Sheriff/ Highway Depts.)
DATED MATERIAL-DELIVER IMMEDIATELY	
WILL COUNTY PURCHASING DEPARTMENT 302 N. CHICAGO ST., 2 ND FLOOR JOLIET, IL 60432	

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

LATE BIDS CANNOT BE ACCEPTED!

EXHIBIT "A"



SPECIFICATION FOR BIODIESEL (B100) – ASTM D6751-08

Nov. 2008

Biodiesel is defined as the mono alkyl esters of long chain fatty acids derived from vegetable oils or animal fats, for use in compression-ignition (diesel) engines. This specification is for pure (100%) biodiesel prior to use or blending with diesel fuel. #

Property	ASTM Method	Limits	Units
Calcium & Magnesium, combined	EN 14538	5 maximum	ppm (ug/g)
Flash Point (closed cup)	D 93	93 minimum	degrees C
Alcohol Control (One of the following must be met)			
1. Methanol Content	EN14110	0.2 maximum	% volume
2. Flash Point	D93	130 minimum	Degrees C
Water & Sediment	D 2709	0.05 maximum	% vol.
Kinematic Viscosity, 40 C	D 445	1.9 - 6.0	mm ² /sec.
Sulfated Ash	D 874	0.02 maximum	% mass
Sulfur			
S 15 Grade	D 5453	0.0015 max. (15)	% mass (ppm)
S 500 Grade	D 5453	0.05 max. (500)	% mass (ppm)
Copper Strip Corrosion	D 130	No. 3 maximum	
Cetane	D 613	47 minimum	
Cloud Point	D 2500	report	degrees C
Carbon Residue 100% sample	D 4530*	0.05 maximum	% mass
Acid Number	D 664	0.50 maximum	mg KOH/g
Free Glycerin	D 6584	0.020 maximum	% mass
Total Glycerin	D 6584	0.240 maximum	% mass
Phosphorus Content	D 4951	0.001 maximum	% mass
Distillation, T90 AET	D 1160	360 maximum	degrees C
Sodium/Potassium, combined	EN 14538	5 maximum	ppm
Oxidation Stability	EN 14112	3 minimum	hours
Cold Soak Filtration	Annex to D6751	360 maximum	seconds
For use in temperatures below -12 C	Annex to D6751	200 maximum	seconds

BOLD = BQ-9000 Critical Specification Testing Once Production Process Under Control

* The carbon residue shall be run on the 100% sample.

A considerable amount of experience exists in the US with a 20% blend of biodiesel with 80% diesel fuel (B20). Although biodiesel (B100) can be used, blends of over 20% biodiesel with diesel fuel should be evaluated on a case-by-case basis until further experience is available.



**OFFICE OF WILL COUNTY EXECUTIVE
LAWRENCE M. WALSH**

Rita Weiss
Purchasing Director

(815) 740-4605
Fax (815) 740-4604
rweiss@willcountyillinois.com

**BID # 2013-1
FOR THE PURCHASE AND DELIVERY
OF GASOLINE WITH ETHANOL & DIESEL FUEL**

**OCTOBER 19, 2012
ADDENDUM #1**

Page 1 of 2

We received the following questions regarding the bid listed above:

Question # 1: Have any addendums been released?

Answer # 1: This is the first issued, as of 10/19/12.

Question # 2: Would you accept a winter additive in place of the blend with No.1 diesel?

Answer # 2: We already use the winter blend instead of #1 diesel.

Question # 3: It is our understanding, according to the OPIS state regulations that IL requires the use of 5% B5 bio in all state vehicles. Would you be able to accept 5% bio in your diesel fuel? State regulations page attached.

Answer # 3: We would like to stay with our 2% bio diesel like years past. This bid is for county owned vehicles only.

Question # 4: If we were to insert any clauses into our firm bid, would they be accepted or rejected? Sample attached, please indicate which clauses would be accepted and which would be cause for rejection.

Answer # 4: We would not accept any clauses and your bid would be rejected.

Question # 5: An open records request was sent to your purchasing department. When will we be receiving these documents? Letter attached. (This request was received in county email on Tuesday, October 02, 2012 9:39 AM, allowing 5 business days for response, not including Monday, October 8, 2012, a county holiday.)

Answer # 5: The F.O.I.A. response was returned on Tuesday, October 9, 2012, 10:06 a.m.

Question # 6: We have also attached a letter pertaining to holding our price for one week due to the evaluation process with some suggestions and thoughts.

Answer # 6: The proposed pricing structure would materially change the terms of the bid and leaves the County with no time to evaluate the bids, therefore, cannot be considered.

BID # 2013-1
FOR THE PURCHASE AND DELIVERY
OF GASOLINE WITH ETHANOL & DIESEL FUEL

OCTOBER 19, 2012
ADDENDUM #1

Page 2 of 2

Question #7: What pricing index do you want the bid priced off of? (i.e. OPIS, Platts, Cost Plus, Fixed Price)

Answer # 7: This bid is based on a FIXED RATE PER GALLON.

Question #8: If the County decides to do a fixed price contract, will they guarantee to lift all gallons that are locked-in for the contract?

Answer # 8: Bids are for the purchase and delivery of approximately 300,000 gross gallons, more or less, of 87 or 89 octane unleaded gasoline with ethanol and approximately 85,000 gross gallons, more or less, of a high quality Ultra Low Sulfur Bio-diesel (B2) blended Ultra Low Sulfur Diesel fuel for the Will County Sheriff & Highway Departments. The county will purchase either 87 or 89 octane unleaded gasoline, approximately 300,000 gross gallons, more or less, not both. The quantity of fuel is estimated based on previous year's usage. Will County will not guarantee to purchase any amount of either fuel, but rather an approximate amount for each.

Question #9: If the County will not provide a written guarantee, will they agree to reimburse the vendor for any costs incurred for liquidating hedge positions in a fixed price contract, if the gallons aren't lifted?

Answer # 9: No reimbursement will be agreed to for any gallons not purchased below the approximate amount.



Executive Committee
Resolution #12-363

**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

AWARDING BID FOR GASOLINE & DIESEL FUEL

WHEREAS, the current contract for gasoline & diesel fuel for various county departments expires on November 30, 2012, and

WHEREAS, on November 8, 2012, the County Executive's Office opened four (4) bids to provide unleaded gasoline with ethanol and high quality blend diesel fuel for various county departments, and

WHEREAS, the Finance Director has recommended, and the Executive Committee has concurred, that a contract be entered into with the lowest responsible bidder, Heritage FS, Wilmington, IL. This award is for an estimated total cost of \$1,160,960.00, based upon the purchase of approximately 300,000 gallons of 87 octane and approximately 85,000 gallons of bio-diesel fuels, for a one (1) year contract, commencing December 1, 2012 through and including November 30, 2013. This will be funded through multiple county department budgets.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby awards the bid for unleaded & diesel fuel to the lowest responsible bidder, Heritage FS, Wilmington, IL. This award is for an estimated total cost of \$1,160,960.00, based upon the purchase of approximately 300,000 gallons of 87 octane and approximately 85,000 gallons of bio-diesel fuels, for a one (1) year contract, commencing December 1, 2012 through and including November 30, 2013.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 15th day of November, 2012.

Vote: Yes 24 No 0 Pass _____ (SEAL)

Nancy Schultz Voots
Will County Clerk

Approved this 15th day of November, 2012.

Lawrence M. Walsh
Will County Executive

**FROM THE DESK OF
RITA WEISS
PURCHASING DIRECTOR**

BID HISTORY

ITEM: 2013-1 GASOLINE & DIESEL FUEL
DEPARTMENT: WILL COUNTY SHERIFF & HIGHWAY DEPT
BID LETTING: OCTOBER 2, 2012
PUBLISHED NOTICE: SEPTEMBER 19, 2011, HERALD NEWS & INTERNET
FUNDING SOURCE: SUPPORT SERVICES

BID OPENING: NOVEMBER 8, 2012, 9:10 A.M.

LOCATION: WILL COUNTY OFFICE BUILDING
302 N. CHICAGO STREET
JOLIET, ILL. 60432

BIDDING RESULTS:

NUMBER RELEASED: 13 + INTERNET

NUMBER RETURNED: 4

BIDDER:

Approximate Annual Cost*

Heritage FS, Wilmington, IL	\$1,160,960.00
Al Warren Oil Co, Inc., Summit, IL	\$1,166,922.50
Petroleum Traders Corp, Fort Wayne, IN	\$1,176,254.00
Elburn Coop, Newark, IL	\$ 1,180.990.00

Recommendation from Paul Rafac, Finance Director, and Nate Romeo, Deputy Chief, Sheriff Department, is to award bid to lowest, responsible bidder, **Heritage FS, Wilmington, IL**. This award is for an **estimated total cost of \$1,160,960.00**, *based on purchase of approximately 300,000 gallons of 87 octane and approximately 85,000 gallons of bio-diesel fuels, for a one (1) year contract, commencing December 1, 2012 through and including November 30, 2013.

Bid Tabulation for
 Will County, IL

Department: #2013-1 Sheriff & Highway Department, Gasoline Contract

Due: 11-08-12, 9:00 A.M. Opened: 11-08-12, 9:10 A.M.

BIDDER	BID DEPOSIT & PRIME CERTIFICATION	UNIT COST GAS & DIESEL FUEL PER GALLON*
PETROLEUM TRADERS CORP FORT WAYNE, IN <i>Tom Spric</i>	Bond 10% Ck PC <i>yes</i> Addendum ① <i>Form: yes</i>	87 OCTANE GASOLINE \$ 2.9642 89 OCTANE GASOLINE \$ 3.0242 DIESEL FUEL \$ 3.3764
AL WARREN OIL CO., INC. SUMMIT, IL <i>James P. Pagan</i>	Bond Ck <i>\$116,643.00</i> PC <i>yes</i> Addendum ① <i>Form: yes</i>	87 OCTANE GASOLINE \$ 2.941. 89 OCTANE GASOLINE \$ 3.051 DIESEL FUEL \$ 3.3485
HERITAGE FS WILMINGTON, IL <i>Scott Long</i>	Bond 10% Ck PC <i>yes</i> Addendum ① <i>Form: yes</i>	87 OCTANE GASOLINE \$ 2.936 89 OCTANE GASOLINE \$ 3.085 DIESEL FUEL \$ 3.296
ELBURN COOP NEWARK, IL <i>Sycamore, IL</i> <i>[Signature]</i>	Bond 10% Ck PC <i>yes</i> Addendum ① <i>Form: yes</i>	87 OCTANE GASOLINE \$ 2.992 89 OCTANE GASOLINE \$ 3.012 DIESEL FUEL \$ 3.334
	Bond Ck PC Addendum 1	87 OCTANE GASOLINE \$ 89 OCTANE GASOLINE \$ DIESEL FUEL \$

ALSO PRESENT:
 Rita Weiss, Missy Miesmer-Fort

[Signatures]

11-08-12

2013-1 GASOLINE BID

Vendor	87 Octane/gal	89 Octane/gal	BioDiesel/gal	Total 87 Octane	Total BioDiesel	Annual Cost
Elburn Coop	2.992	3.012	3.334	\$897,600.00	\$283,390.00	\$1,180,990.00
Heritage FS	2.936	3.085	3.296	\$880,800.00	\$280,160.00	\$1,160,960.00
Al Warren Oil Co	2.941	3.051	3.349	\$882,300.00	\$284,622.50	\$1,166,922.50
Petroleum Traders	2.9642	3.0242	3.3764	\$889,260.00	\$286,994.00	\$1,176,254.00
Elburn Coop	2.791	2.811	3.108			
Underground Storage Tax	0.008	0.008	0.008			
IL Motor Fuel Taxes	0.19	0.19	0.215			
Environ Impact Fee	0.003	0.003	0.003			
	2.992	3.012	3.334			
Heritage FS	2.734	2.883	3.069			
Underground Storage Tax	0.004	0.004	0.004			
IL Motor Fuel Taxes	0.19	0.19	0.215			
Environ Impact Fee	0.008	0.008	0.008			
	2.936	3.085	3.296			
Al Warren Oil Co	2.74	2.85	3.125			
Underground Storage Tax	0.003	0.003	0.003			
IL Motor Fuel Taxes	0.19	0.19	0.215			
Environ Impact Fee	0.008	0.008	0.008			
	2.941	3.051	3.3485			
Petroleum Traders	2.7632	2.8232	3.1504			
Underground Storage Tax	0.003	0.003	0.003			
IL Motor Fuel Taxes	0.19	0.19	0.215			
Environ Impact Fee	0.008	0.008	0.008			
	2.9642	3.0242	3.3764			