



WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

JENNIFER BERTINO-TARRANT
WILL COUNTY EXECUTIVE

KEVIN LYNN
DIRECTOR

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County Office Building
302 N. Chicago Street
Joliet, IL 60432

June 3, 2022

To Whom It May Concern:

You are invited to submit your proposal for CNG/LNG Fuel Supply for the Prairie View Landfill Renewable Natural Gas Facility for the Will County Land Use Department in Wilmington, IL.

A 10% Bid Bond or Cashier's Check made payable to the Will County Treasurer must accompany your bid, or it will not be considered.

Responses to this solicitation will be received by the Purchasing Department, 2nd floor, Will County Office Building, 302 N. Chicago Street, Joliet, IL, 60432, **NOT LATER THAN 10:00 AM, on Friday, June 17, 2022.**

Responses to this Request for Proposal (RFP) will be reviewed by the Will County Executive or her representative who reserves the right to accept or reject any or all responses received as a result of this solicitation.

Should you have any questions regarding this RFP, please submit them in writing to Kevin Lynn, Purchasing Director, at klynn@willcountyillinois.com.

We welcome your response.

Sincerely,

Kevin Lynn

REQUEST FOR PROPOSAL (RFP) FOR CNG/LNG FUEL SUPPLY FOR THE PRAIRIE VIEW LANDFILL RENEWABLE NATURAL GAS FACILITY FOR THE WILL COUNTY LAND USE DEPARTMENT IN WILMINGTON, IL

RESPONSES TO THIS REQUEST FOR PROPOSAL (RFP) FOR CNG/LNG FUEL SUPPLY FOR THE PRAIRIE VIEW LANDFILL RENEWABLE NATURAL GAS FACILITY FOR THE WILL COUNTY LAND USE DEPARTMENT IN WILMINGTON, IL WILL BE RECEIVED AT THE PURCHASING DEPARTMENT, 2ND FLOOR OF THE WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST. JOLIET, IL 60432, UNTIL THE HOUR OF 10:00 AM, ON FRIDAY, JUNE 17, 2022.

RESPONSES TO THIS RFP WILL BE REVIEWED BY THE COUNTY EXECUTIVE OR HER REPRESENTATIVE TEAM WHO RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL RESPONSES RECEIVED AS A RESULT OF THIS SOLICITATION.

THIS RFP IS AVAILABLE IN ELECTRONIC FORMAT AT www.willcountyillinois.com, AND www.demandstar.com, AS WELL AS THE PURCHASING DEPARTMENT, 2ND FLOOR, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, (815) 740-4712 OR BY EMAIL purchasing@willcountyillinois.com.

RESPONSES TO THIS RFP SHALL BE CONSTRUED AS ACCEPTANCE OF THE TERMS AND CONDITIONS INCLUDED WITHIN THIS SOLICITATION. THE COUNTY OF WILL RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL RESPONSES RECEIVED AS A RESULT OF THIS SOLICITATION.

BY ORDER OF THE WILL COUNTY EXECUTIVE, JENNIFER BERTINO-TARRANT.

**INSTRUCTIONS TO RESPONDENTS
REQUEST FOR PROPOSAL (RFP) FOR CNG/LNG FUEL SUPPLY FOR THE PRAIRIE
VIEW LANDFILL RENEWABLE NATURAL GAS FACILITY FOR THE WILL COUNTY LAND
USE DEPARTMENT IN WILMINGTON, IL.**

You are invited to submit your proposal for CNG/LNG Fuel Supply for the Prairie View Landfill Renewable Natural Gas Facility for the Will County Land Use Department in Wilmington, IL.

A. SEALED RESPONSES:

Sealed responses will be received in the Purchasing Department, 2nd floor of the Will County Office Building located at 302 N. Chicago Street, Joliet, IL, 60432, **not later than 10:00 AM, Friday, June 17, 2022.** **RESPONSES RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.**

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

Responses to this RFP must contain one (1) clearly marked original plus three (3) copies and one (1) electronic copy on an electronic storage device. The **RESPONSES WHICH FAIL TO INCLUDE ONE (1) CLEARLY MARKED ORIGINAL, THREE (3) COPIES AND ONE (1) ELECTRONIC COPY ON AN ELECTRONIC STORAGE DEVICE WILL BE REJECTED, WILL BE NON-CONFORMING, AND WILL NOT BE ACCEPTED.**

Responses shall be submitted in the format prescribed by the County of Will in a sealed package, plainly marked, with the Respondent's name, address, and the notation:

**REQUEST FOR PROPOSAL (RFP) FOR CNG/LNG FUEL SUPPLY FOR THE PRAIRIE
VIEW LANDFILL RENEWABLE NATURAL GAS FACILITY FOR THE WILL COUNTY LAND
USE DEPARTMENT IN WILMINGTON, IL**

RESPONSES DUE: FRIDAY, JUNE 17, 2022 - 10:00 AM

Responses shall be addressed to the Will County Purchasing Department, Will County Office Building, 302 N. Chicago Street, Joliet, IL, 60432.

B. SIGNATURES:

The **signature on all documents must** be that of an authorized representative of the Respondent. An officer of or agent of the offering respondent who is empowered to bind the firm in a contract shall sign all documents and any clarifications therein.

Each respondent represents that he has read and understands the RFP Submittal Requirements.

Responses not containing said signed documents shall be deemed non-conforming and will be rejected.

C. PRIME CONTRACTOR CERTIFICATION:

Included in this RFP is a prime Contractor certification form. This form must be filled out and returned with your sealed response or it **will not be accepted and shall be deemed non-conforming.**

D. SUBMITTAL REQUIREMENTS:

The information submitted for review shall include:

1. 10% Bid Bond or Cashier's Check
2. Signed copy of Prime Contractor Certification
3. Signed Bid Forms
4. Signed Receipt of Addenda Form

E. TAX EXEMPTION:

The County of Will is exempt from Federal, State and Municipal Taxes.

F. REJECTION OF RESPONSES:

The respondent acknowledges the right of the County of Will to accept and/or reject any and all responses received as a result of this solicitation.

G. NON-DISCRIMINATION:

The successful respondent shall observe and comply with any law, statute, regulation or the like relating in any way to civil rights including but not limited to 775 ILCS 10/1.

H. EQUAL EMPLOYMENT OPPORTUNITY:

The successful respondent shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750

I. DEFAULT:

In case of default by the successful respondent, the County of Will may procure the services from other sources and may deduct from the unpaid balance due the successful respondent any of its costs resulting from the default, and the prices paid by the County of Will shall be considered the prevailing market price at the time such purchase is made.

J. HOLD HARMLESS CLAUSE:

The successful respondent will save and hold harmless the County of Will from and against all causes of action, liabilities, claims, demands and damages of whatsoever kind or nature arising out of or connected with the performance of services by the successful respondent, whether such injury, death, loss or damage shall have been occasioned by the negligence of the successful respondent, or a sub-consultant of the successful respondent, or their employees, or otherwise. The successful respondent will defend at its own expense any actions based thereon and shall pay all charges of reasonable attorneys, all costs, damages and other expenses arising therefrom. All obligations arising from this clause shall survive termination of the agreement resulting from award of a contract derived from this RFP.

K. TERMINATION:

The County may, at any time during the term hereof, terminate the contract, with or without cause, upon thirty (30) days written notice to the other party of such termination. At the end of said thirty (30) days' notice period, the contract shall be terminated.

The successful respondent may only terminate the contract for cause. In the event of a breach by the County, the successful respondent shall give written notice to the County and the County shall have thirty (30) days to cure such breach. If within the thirty (30) days to cure the breach, the County serves written notice to the successful respondent that County disputes the breach, the Parties shall negotiate in good faith to resolve the dispute. If after thirty (30) days the parties are unable to resolve the dispute suit may be filed in the Twelfth Judicial Circuit of Will County, Illinois.

Immediately upon the termination of the contract for any reason, all debts, obligations and liabilities theretofore accrued between the successful respondent and Will County will be paid, performed and discharged except for the provisions of the Hold Harmless Clause which shall survive any termination of the Agreement resulting from the award of this proposal.

L. COMPLIANCE WITH APPLICABLE LAW:

In all aspects relative to the performance of their respective obligations under this contract, the successful respondent and County of Will shall conduct their respective businesses in accordance with all applicable federal, state and local laws.

M. CHOICE OF LAW

Responses to this RFP and any agreement connected herewith shall be governed by the laws of the State of Illinois, without regard to conflict of law provisions.

N. VENUE

Venue for any cause of action related to this RFP and any agreement connected herewith shall be filed with the Illinois Twelfth Judicial Circuit, Will County, Illinois.

O. 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. **Responses 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 response that we treat certain information as exempt. We will not honor requests to exempt entire responses. 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 response with exempt information deleted.** This copy must tell the general nature of the material removed and shall retain as much of the response as possible. In the event the County of Will receives a request for a document submitted, the County of Will shall provide notice to the respondent, as soon as practicable. Regardless, the respondent will be responsible for any costs or damages associated with defending any request for exempt treatment. Furthermore, respondent 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 response is accepted by the County of Will and a contract between the respondent and County of Will results for subsequent negotiations, 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 the respondent, its provision of services, or the arranging for the provision of services, the County of Will shall provide notice to the respondent as soon as practicable; and, within the period available under FOIA, respondent 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, respondent will be responsible for any costs or damages associated with defending the request for exempt treatment. Furthermore, respondent will warrant that County of Will's responses to requests for a document relating to the respondent, 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 also be advised 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 respondent 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, the respondent 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, the respondent will be responsible for any costs or damages associated with defending the request for exempt treatment.

Will County Request for Bids

CNG / LNG Fuel Supply

Background:

Will County owns a landfill in Wilmington, Illinois (Prairie View Recycling & Disposal Facility, "Landfill") and is currently in the process of constructing a Renewable Natural Gas (RNG) plant that will treat collected landfill gas to meet pipeline-quality natural gas standards for injection into an interstate natural gas transmission pipeline. Will County received authorization from the Illinois Environmental Protection Agency (IEPA) on April 21, 2021, to construct the RNG plant. Construction started in early July 2021 and is scheduled to run through June 2022.

The RNG plant will utilize natural gas during the RNG process that will come from a natural gas pipeline. The progress of that pipeline's availability has necessitated the County to explore and plan to procure an interim fuel source in lieu of the pipelined natural gas. That interim fuel source is intended to come in the form of liquid natural gas (LNG) or compressed natural gas (CNG) that will be supplied via vendor.

Location:

Prairie View RNG Facility
29736 East Prairie View Drive
Wilmington, Illinois 60481

Mandatory Requirements:

1. Provider shall be a licensed fuel supplier in the State of Illinois and have been operating in good standing for a minimum 2 years.
2. The quality of all products provided shall meet or exceed state and/or federal requirements.
3. Provider shall comply with indemnification and insurance requirements set forth herein.
4. Any spills that occur during the delivery are the responsibility of the Provider.
5. Provider will be held liable for any damages that may occur due to system malfunction or failure as a result of:
 - Furnishing a contaminated product
 - Furnishing a grade other than specified or authorized

- Furnishing a product without (or with additional) additives specified or authorized. Liability will not only be to the equipment but the provider is also liable for removing the product from the storage tank.
6. The County will request a price per gallon, or MMbtu, for a particular type of fuel. The Provider must reference a price per gallon, or MMBtu, delivered. The County will not pay any additional surcharges, fees, etc. above the price specified by the provider on any order.
 7. Pricing shall include the following: the price for the CNG, or LNG (potentially a variable) and the fixed delivery cost; taxes/state/federal fees if applicable to the specific order; State Inspection Fee, State Tax, LUST Tax and Federal Oil Spill Recover Fee.
 8. Pricing shall not include Federal Excise Tax. The Federal Excise Tax shall be paid by the Provider and any applicable refunds/rebates to be claimed must be made by the Provider.
 9. Deliveries shall include Bill of Lading.
 10. The County personnel will email the Provider as the need for fuel arises. The County would email by 7:30 am the day fuel is needed (the request may be emailed the day before, but the date fuel is needed would be noted in the request). The Provider shall email back confirming the County's request for fuel, and stating the price per delivered gallon, or MMBtu, as appropriate, by 8:15 am on the day the fuel is needed. Additionally, by 8:30 am the Provider shall place the fuel order and Provider shall make delivery of the fuel by 2:30 pm the same day.

Schedule

Fuel delivery is scheduled to begin seven days after execution of this agreement and continue until a natural gas utility pipeline is providing natural gas to the RNG Plant. The anticipated fuel usage, once the RNG Plant is fully operational, is estimated to be 3,025 gal /day of LNG or 250 MMBtu/day of CNG.

Bid Schedule 1 – LNG

Item	Unit	No. of Units	Unit Price	Extension
1. Initial mobilization of equipment to site, tank setup, establishing hookup, kickoff meeting, etc.	Lump Sum	1	\$ _____	\$ _____
2. Daily tank rental – all costs related to maintaining storage tank at project facility.	Daily	1	\$ _____	\$ _____
3. Fuel Cost ¹	Gallon	To Be Determined By Current Market Price		
4. Fuel Delivery – delivery of fuel to site as needed to maintain facility operation ²	Gallon	1	\$ _____	\$ _____
5. Demobilization of equipment to site, tank setup, establishing hookup, kickoff meeting, etc.	Lump Sum	1	\$ _____	\$ _____

¹ – Per gallon cost shall be based on current commodity price listed on Chicago City Gate for natural gas as reported by *Natural Gas Intelligence* on day of delivery.

² – Per gallon cost shall include delivery costs, markup on fuel and all other incidental costs.

Firm Name: _____

Authorized Signature: _____

Printed Name/Title: _____

Date: _____

Address: _____

City/State/Zip: _____

Phone: _____

E-mail: _____

Bid Schedule 2 – CNG

Item	Unit	No. of Units	Unit Price	Extension
1. Initial mobilization of equipment to site, tank setup, establishing hookup, kickoff meeting, etc.	Lump Sum	1	\$ _____	\$ _____
2. Daily tank rental – all costs related to maintaining storage tank at project facility.	Daily	1	\$ _____	\$ _____
3. Fuel Cost ¹	MMBtu	To Be Determined By Current Market Price		
4. Fuel Delivery – delivery of fuel to site as needed to maintain facility operation ²	MMBtu	1	\$ _____	\$ _____
5. Demobilization of equipment to site, tank setup, establishing hookup, kickoff meeting, etc.	Lump Sum	1	\$ _____	\$ _____

¹ – Per gallon cost shall be based on current commodity price listed on Chicago City Gate for natural gas as reported by *Natural Gas Intelligence* on day of delivery.

² – Per gallon cost shall include delivery costs, markup on fuel and all other incidental costs.

Firm Name: _____

Authorized Signature: _____

Printed Name/Title: _____

Date: _____

Address: _____

City/State/Zip: _____

Phone: _____

E-mail: _____

Date Mailed: 6-3-22
Due: 6-17-22, 10:00 A.M.
Open: 6-17-22, 10:05 A.M.

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

CONTRACT FOR
2022-71 CNG/LNG FUEL
SUPPLY

NAME _____.

ADDRESS _____

CITY _____ STATE _____ ZIP _____ Please check one:

CONTACT _____ Minority Vendor yes no

PHONE _____ FAX _____ FEIN # _____

THIS IS NOT AN ORDER

Agency Name: **WILL COUNTY LAND USE DEPARTMENT**

For additional information contact: **KEVIN LYNN, PURCHASING**
klynn@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:

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No. _____, dated _____, signed _____

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No. _____, dated _____, signed _____

LATE RESPONSES CANNOT BE ACCEPTED!

<u>Respondents Return Address:</u>	
<u>RFP #:</u>	2022-71 CNG/LNG Fuel Supply
<u>DUE DATE:</u>	6/17/2022
<u>DUE:</u>	10:00 A.M.
DATED MATERIAL-DELIVER IMMEDIATELY WILL COUNTY PURCHASING DEPARTMENT 302 N. CHICAGO ST., 2ND FLOOR JOLIET, IL 60432	

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

LATE RESPONSES CANNOT BE ACCEPTED!