



MUNDELEIN
Rooted in Our Past...
Reaching for Our Future
INCORPORATED 1909
 MECHANICS GROVE • HOLCOMB
 ROCKEFELLER • AREA • MUNDELEIN

BID TABULATION FOR 2012 GASOLINE AND DIESEL FUEL PURCHASE
 BID OPENING: DECEMBER 9, 2012 3:00 P.M.

<u>FUEL TYPE</u>	Al Warren Oil Company, Inc.	Petroleum Traders Corp.	Avalon Petroleum Co.
Premium, lead-free (92)	\$0.0085	\$0.0258	\$0.0325
Mid-grade, lead-free (89)	\$0.0085	\$0.0258	\$0.0325
Regular, lead-free (87)	\$0.0085	\$0.0258	\$0.0325
Ultra-low sulfur premium diesel	\$0.0480	\$0.1043	\$0.0700
Biodiesel premium diesel (5% mix)	\$0.0480	\$0.1418	\$0.0700
Biodiesel premium diesel (20% mix)	\$0.0480	\$0.1518	\$0.0700

Prices shown depict cost above OPIS average rack price on date of delivery for each product specified.

2012 UNLEADED GASOLINE AND DIESEL FUEL PURCHASE



MUNDELEIN

*Rooted in Our Past...
Reaching for Our Future*

INCORPORATED 1909

MECHANICS GROVE • HOLCOMB
ROCKEFELLER • AREA • MUNDELEIN

**OWNER
VILLAGE OF MUNDELEIN**

Prepared By

VILLAGE OF MUNDELEIN
PUBLIC WORKS AND ENGINEERING DEPARTMENT
440 EAST CRYSTAL STREET
MUNDELEIN, ILLINOIS 60060

LEGAL NOTICE OF BIDS

The Village Board of Trustees of Mundelein, Illinois, invites bids from qualified bidders for the purchase of gasoline and diesel fuel.

Sealed Bids will be received in the Village of Mundelein Public Works Facility #1, 440 East Crystal Street, Mundelein, Illinois, 60060 until **3:00 p.m., local time, on Friday, December 9, 2011**, after which time they will be opened and publicly read aloud. Please mark "2012 Gasoline and Diesel Fuel Purchase" on the outside of the sealed envelope containing the bid.

The contract includes the following approximate items:

FUEL, GASOLINE FUEL, DIESEL

Bidders must submit a firm bid. All bids must be accompanied by a Bid Bond, Certified Check, or Bank Cashier's Check made payable to the VILLAGE OF MUNDELEIN, in the amount of \$5,000. The outside of the bid must clearly identify the firm, individual, or organization that is submitting the bid. Bid packets may be viewed on the Village website or obtained from the Public Works facility at 440 East Crystal Street.

All contractors and subcontractors employed in municipal construction shall comply with all applicable provisions of the Illinois Human Rights Act and all Federal and State Laws which prohibit discrimination because of race, color, religion, sex, marital status, national origin, ancestry, age, and physical and mental handicap and all rules and regulations, promulgated and adopted pursuant thereto.

Contractors and subcontractors shall comply with the provisions of the Copeland "Anti-Kick Back Act" (40 U.S.C. 276c) as supplemented in the U.S. Department of Labor Regulations (29 CFR, Part 3).

Contractors and subcontractors shall comply with the requirements for the assurance of payment of "Prevailing Wage Rates" in accordance to Federal, State, and Local Laws.

The successful bidder shall comply with all requirements of the Employment of Illinois Workers on Public works Act, 30 ILCS 570/0.01. The contractor and each subcontractor shall be required to submit certified payroll records, as required by the State of Illinois, to the Village on a monthly basis.

Contractor understands amendments to the Illinois Freedom of Information Act (P.A. 96-0542) requiring the Contractor to produce to the Requester any of its company records and documents which are in any way related to the performance of services under this agreement and not exempt from disclosure within five business days of the Village's receipt of a request for said records. The Contractor agrees to be bound by the provisions of the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.), and agrees to deliver to the Village all records in its possession relating to this agreement within three (3) business days of a request by the Village for said records.

Contractor agrees to reimburse the Village any fees, fines, or costs incurred by or assessed against the Village for its failure to deliver requested records in the possession of the Contractor, and which the Contractor failed to deliver to the Village within three (3) business days of its receipt of a request from

the Village to do so. An e-mail request for records and documents will be considered received by the Contractor on the day sent.

Qualification of Bidders:

A. Factors. Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work in a satisfactory manner and to complete the Work for the Contract Unit Prices and within the Contract Time.

B. Additional Information. Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations of Bidder that is available for the work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending projects may also be requested.

C. Final Determination. The final selection of the final Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders performance on other relevant projects, any additional information submitted by Bidders to satisfy the Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Contract Documents or that the Owner may legally consider in making its determination.

Bid Documents may be obtained in following ways:

1. Via the Internet at www.mundelein.org - no charge
2. In person from the Mundelein Public Works and Engineering Department, 440 East Crystal St., Mundelein, IL 60060, Paper or CD Copy, \$5 non-refundable bid deposit is required prior to issuance of Bid Documents.

Bidders must execute all signatures where required on their submitted Bid proposals. Bidders need not return the entire contract proposal when bids are submitted unless otherwise required. Portions of the proposal that must be returned include the following:

1. Contract Cover
2. Contract Proposal and Schedule of Prices
3. Proposal Bid Bond
4. Contractor Sworn Work History Statement
5. Contractor Certifications

Contractors and subcontractors shall comply with all provisions and requirements as stipulated in the specifications and bid submittal packets for this project.

The Village of Mundelein reserves the right to waive any irregularities and technicalities, and to accept or reject any or all bids or any part thereof.

Mayor Kenneth H. Kessler
Village of Mundelein
440 E. Hawley Street

INSTRUCTIONS TO BIDDERS

This contract shall be for a one-year period beginning January 1, 2012 and ending December 31, 2012, with optional annual renewals if mutually agreed upon by the Village and the successful bidder.

Any deviations, exceptions, or proposed substitutions from the general requirements must be clearly cited in writing by the bidder. However, no deviation below minimum requirements will be accepted.

This Contract includes, but is not limited to, the following approximate items and quantities:

FUEL, GASOLINE	75,000 gallons
FUEL, DIESEL	23,000 gallons

All bid prices are F.O.B. 440 East Crystal Street, Mundelein, Illinois.

The Village of Mundelein will assume no responsibility for oral instruction or suggestion. The right is reserved to reject any or all bids or to waive any informality in any bids and to accept any bid considered advantageous to the Village of Mundelein, Illinois.

SUBMISSION OF CERTAIN DATA

Each bidder shall submit with his bid the following data:

1. A statement that the bidder is a major oil company supplier or affiliated with one, and the location of the terminal or terminals from which the product will be delivered, including all terminals which may be utilized during the life of the contract.
2. A statement providing the average OPIS price posted for the gross distillate on December 2, 2011; a price comparison to the bid which is being submitted; and specification of the terminal from which the product would have been delivered.
3. A statement listing other governmental agencies receiving fuel transport deliveries in the north suburban area of Chicago.

Any bidder may be required to submit additional data to satisfy the Village that such bidder is prepared to fulfill the contract, if so awarded.

SPECIFICATIONS

The Specifications for this contract are the General Conditions of the Contract, "Village of Mundelein Municipal Code" (Village Code) and "Village of Mundelein, Illinois Building Code and Ordinance" (Building Code), latest editions effective upon the date of the bid opening, which are made part of these documents by reference. In case of conflict between these Specifications, the most restrictive requirement, as determined by the Owner, shall be binding.

These specifications are intended to cover the requirements for furnishing and delivering gasoline and diesel fuel as listed on the attached Bid Proposal Form in the quantities as required by the Village during the period of the Contract.

QUANTITIES IN BID SCHEDULE: The quantities appearing in the prepared bid are approximate only and were prepared for the aid of the bidder in determining proposed purchases for the year.

The quantities provided are estimated yearly usages which are shown to establish price only. The Village will release for delivery only that material which it requires in quantities that may be greater or less than the estimates shown. The Village reserves the right to increase or decrease the base bid by 25%. The Village's annual need is approximately 75,000 gallons lead-free gasoline and 23,000 gallons of premium diesel fuel.

SPECIAL PROVISIONS

The Special Provisions supplement, add to or revise the Specifications. In case of conflict with any part or parts of the Standard Specifications, the Special Provisions shall take precedence and shall govern.

CONTENTS OF PROPOSAL FORMS

All Proposals submitted must be made on the forms included with the Bid Documents and shall be complete with total prices as required.

IRREGULAR PROPOSALS

Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids, or that contain irregularities of any kind or which are not accompanied by the proper Bid Surety, may be rejected as irregular.

PROPOSAL GUARANTY

Each Proposal, must be accompanied by a bid bond, a certified check, or bank cashier's check for \$5,000, payable as specified in the Invitation to Bid.

DELIVERY OF PROPOSALS

Proposals shall be delivered in person to the place and by the time specified in the Invitation to Bid. Bids delivered after the time stated will not be accepted or opened. Each Proposal shall be submitted in a sealed envelope plainly marked **2012 UNLEADED GASOLINE AND DIESEL FUEL**.

OPENING PROPOSALS

Proposals will be publicly opened and read aloud at the time and place specified in the Invitation to Bid. Bidders, their authorized agents and interested parties are invited to be present.

DISQUALIFICATION OF BIDS

2 or more proposals from a person, firm, corporation or association, under different names will not be considered. Evidence that any bidder is interested in more than one proposal for the same work will cause rejection of all such proposals. Any or all proposals will be rejected if there is evidence of collusion among the bidders.

FAIR EMPLOYMENT PRACTICES

In accordance with "An Act to Prohibit Discrimination and Intimidation on Account of Race or Color in Employment under Contracts for Public Buildings or Public Works", approved July 8, 1933, as amended, no person shall be refused or denied employment in any capacity on the grounds of race or color, nor be discriminated against in any manner by reason thereof in connection with the performance of this Contract, nor shall any unfair employment practice as defined in the "Fair Employment Practices Act", approved July 21, 1961, as amended, be committed by the Contractor, his subcontractors, suppliers of materials or services to the Contractor or his subcontractors, or any labor organizations furnishing skilled or unskilled labor to the Contractor or his subcontractors.

CONTRACTOR'S SWORN WORK HISTORY STATEMENT REQUIRED

Prior to award of the Contract, the apparent low bidder is required to submit the Contractor Sworn Work History Statement, subcontractor and other information relative to their ability to supply the material in a satisfactory manner and within the time specified. The Work History Statement must be completed and properly executed in full. Work History Statement forms are included with the Bid Documents or may be obtained at the Public Works facility. Failure to submit the Contractor Sworn Work History Statement or submitting incomplete, incorrect or perjured statements may result in disqualification of the bid and shall be incomplete.

MUNICIPAL REFERENCES, EQUIPMENT, SUPERINTENDENT, SUBCONTRACTOR, SUPPLIER RESUMES REQUIRED

Prior to award, the apparent low bidder shall furnish to the Village the following information:

- ✓ 3 municipal references of completed contract work of a similar nature, including the name of the municipality, the amount (in gallons) of the material supplied, names and telephone numbers of the municipal officials in responsible charge of the completed contracts.
- ✓ A List of All Subcontractors to be employed on this contract, if applicable. Each Subcontractor shall submit a completed Contractor Sworn Work History Statement. Separate statements are required for the Contractor and any Subcontractor.
- ✓ A complete list of the equipment owned or to be leased by the bidder to be used in the delivery of this product.

Failure to submit any of the above items may result in disqualification of the bid as incomplete.

SELECTION OF BIDDER

The Owner reserves the right to govern selection of a bidder in accordance with the product to be purchased, equipment and qualified labor and superintendence to be utilized for delivery, experience, resources, and the lowest priced responsible and complete bid. The Owner reserves the right to waive any or all technicalities and to reject any or all bids, and to make an award in the best interest of the Village.

AWARD OF CONTRACT

Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of the Owner and the public; to reject the low Price proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in the Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's proposal.

EXECUTION OF CONTRACT

The individual, firm or corporation to whom or to which a Contract has been awarded shall furnish an executed Contract, Contract Bond and Proof of Insurance to the Owner within 15 calendar days after Notice of Award has been received by them from the Owner.

FAILURE TO EXECUTE CONTRACT

Failure by the Bidder to furnish the Owner with an executed Contract, Contract Bond and Proof of Insurance within the 15 calendar days specified shall be just cause for annulment of the award, or of the Contract if executed. In the event of annulment of the award or executed Contract, it is understood by the Bidder that the full amount of the proposal guaranty shall become the property of the Owner and shall be retained by the Owner, not as a penalty, but as liquidated damages.

RETURN OF PROPOSAL GUARANTY

The proposal guaranty of the successful bidder will be retained until the Owner has accepted the Contractor's executed Contract, Contract Bond, Proof of Insurance and executed the Contract. The Proposal guaranties of the two next lowest apparent bidders will also be retained until the Contract has been executed by the Owner.

GENERAL CONDITIONS OF THE CONTRACT

PROOF OF INSURANCE

The contractor shall furnish the Owner with sufficient documentary evidence of insurance coverage, which evidence shall consist of either such original insurance policy or a certified statement from the insurer listing the details from the policy. The insurance requirements are as follows:

General Liability/Property Damage/Bodily Injury	\$1 million each occurrence \$2 million general aggregate
Automobile Bodily Injury Liability/Property Damage	\$1 million combined single limit
Excess/Umbrella Liability	\$1 million each occurrence \$2 million aggregate
Workers Compensation and Employers Liability	\$1 million each occurrence
Environmental Impairment/Pollution Liability	\$1 million each occurrence
Owners and Contractors Protective Liability (OCP)	\$1 million each occurrence

Such insurance shall name the Owner as insured along with the Contractor and shall hold harmless the Owner against all suits and claims arising from or as the result of the actions of the Contractor or his subcontractors. Such policies shall not be canceled, permitted to expire or to be changed without the written consent of the Owner.

CHANGES TO SCOPE OF CONTRACT

If the Owner deems it proper or necessary during the execution of the work to make any alteration which will increase or diminish the quantity of material, even to the elimination of one or more items, such alteration shall not annul or vitiate the Contract hereby entered into. The elimination of any part of the material shall not increase the unit price for any of the remaining material bid on. The value of the material so added shall be based on the rates and prices named in the Contract as bid, when such rates and prices cover the class of material added, otherwise the value shall be determined by mutual written agreement between the Owner and the Contractor before any such material shall be added.

NOTICE OF DELIVERY

The Contractor shall deliver the product within 48 hours of the Owner's request. Transport truck delivery prices of gasoline shall be subject to the amount of increase or decrease published in OPIS for the Chicago area the week the fuel is ordered. **The OPIS statement showing the average Chicago Midwest wholesale prices as of each order date shall be sent with the billing.**

All deliveries will be made to the Public Works Facility #1, 440 East Crystal Street, between the hours of 8:00 A.M. and 3:30 P.M., Monday through Friday. When necessary, and only under special circumstances,

delivery of the product will be considered between 3:30 P.M. and 10:00 P.M., Monday through Friday. When necessary, during a declared emergency, delivery of the product may be needed twenty-four hours a day, seven days a week. Upon delivery, the driver of the tanker must provide a terminal manifest and delivery ticket to receiving Public Works personnel.

INVOICING AND TAX-EXEMPT FORMS

All required tax-exemption forms must be provided to the Village for completion the day the contract is executed by the purchaser and fuel provider.

Billable gallons for invoicing purposes shall be determined by using the gross gallons listed on the terminal manifest. Invoicing shall be completed no later than one week from the date of delivery. The invoices shall be sent to the Public Works facility.

PRODUCT SPECIFICATIONS

The gasoline and diesel fuel must be free of any suspended material and any trace of water. All diesel fuel must also be free of unpleasant odors and must contain a biocide (manufacturer specifications to be attached to bid submittal).

All gasoline quality standards are to be measured by road octane rating (research octane plus motor octane divided by two.) The Village reserves the right to purchase gasoline with the road octane rating of their choice on a per transport load basis. Specific instructions on octane ratings will be given to the dispatcher on all orders. There is the possibility that only a low octane rated fuel will be used. However, the Village may alternate between high and low rated fuels.

- Premium lead-free gasoline - 92 road octane rating
- Mid-grade lead-free gasoline - 89 road octane rating
- Regular-grade lead-free gasoline - 87 road octane rating
- No. 2 Premium, ultra low-sulfur, diesel fuel - sulfur content to be less than .05%; must include a biocide, detergent, lubricity additive, and corrosion inhibitor.
- Ultra-low-sulfur diesel fuel - must meet ASTM D-975 specifications; sulfur content to be less than 15 ppm (or current legal standard at time of purchase).
- 5% mix biodiesel (B5) - Blend stock (B100) must meet ASTM D6751 and be legally registered with the Environmental Protection Agency as a legal motor fuel for sale and distribution.
- 20% mix biodiesel (B20) - Blend stock (B100) must meet ASTM D6751 and be legally registered with the Environmental Protection Agency as a legal motor fuel for sale and distribution.

SPECIAL PROVISIONS

Upon the discretion of the Village, all fuels will be checked for the proper octane level by a private testing firm no more than once per month. **IF THE FUEL DOES NOT PASS THE MINIMUM OCTANE RATING, THE COST OF THE TESTING AND REPLACEMENT OF FUEL WILL BE BORNE BY THE SUPPLIER.** Testing will be from the product in the transport versus the owner's storage tank. Any bids received that do not guarantee the standards will be disqualified.

At the Public Works facility, there are two tanks used for storage of diesel fuel (3,750 and 1,750 usable gallons each), and one 9,000 usable gallon tank used for unleaded fuel. Lead-free order requests will be for a minimum full transport (5,000-8,000 gallon) loads. Diesel will be in 1,500 - 5,000 gallon loads. The supplier may be required to split his load between different grades and/or dump into more than one tank. If bidder makes deliveries in less than full transport load, he is to so indicate. Vendor shall provide manifest at the time of delivery.

Gasoline marketed and/or delivered during the months of October, November, December, January, February, and March shall contain additives in sufficient quantities to prevent gas line freeze. Premium diesel fuel shall be blended 80% #2 diesel and 20% #1 diesel during the months of October, November, December, January, February, and March, if so requested. Diesel fuel should also include a biocide to control growth of algae and other bio-contaminants in the fuel.

All bidders shall supply data using latest ASTM methods on their distillation, potential gum, oxygen stability, corrosion, and percent of sulfur.

Bidders are requested to furnish name and telephone number of the marketing representative assigned to this area. Successful bidder shall also furnish the name of a contact person for dispatch service. Bids shall be accompanied by specifications of the 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 vendor through his retail outlets.

BIDDING REQUIREMENTS AND CONDITIONS

Prospective bidders are required to submit a current Sworn Work History Statement prior to the reading of their proposal.

Prior to Award of the Contract the apparent low bidder is required to submit the following:

1. Municipal references from 3 completed projects, including the names and phone numbers of the municipal officials in direct responsible charge of the work.
2. If applicable, a list of proposed Subcontractors to be employed on this contract. A current Village of Mundelein Sworn Work History Statement is required from each Subcontractor.
3. A complete list of the Equipment owned or to be leased by the bidder to be used in the delivery of this product.
4. A list of all proposed suppliers including addresses, telephone numbers and contact names.

5. Other documents as the Village may deem necessary to determine the Award of the Contract.

Failure to submit any of the above items may result in the bid being disqualified as incomplete.

SELECTION OF BIDDERS

The Owner reserves the right to select a bidder in accordance with the product to be delivered, equipment and labor to be utilized for delivery, experience and pecuniary resources, and the lowest priced responsible bid. The Owner reserves the right to waive any and or all technicalities, to reject any or all bids, and to make an award in the best interest of the Village.

CLAIMS

The Contractor agrees to save and hold harmless the Owner from all claims, demands, suits, judgment decrees, including costs, expenses and attorney fees on account of, or arising out of the use of the streets or sidewalks, or resulting from the excavations, openings, obstructions, or defects that may be made or left in the streets or sidewalks by the Contractor or their several agents, or any other person engaged in the performance of this Contract.

The Contractor shall save the Owner harmless from all claims, demands, suits, judgment decrees, including costs, expenses and attorney fees on account of, or arising out of any infringement of any patent rights or royalties claimed by any one on account of machinery, instrument tools, materials, principals or processes used by them or about said contract

CANCELLATION OF CONTRACT

The Village reserves the right to cancel the contract without cause at any point in the duration of the life of the contract. Written notification shall be provided to the contractor 10 calendar days prior to the cancellation.

PROPOSAL FOR: _____

It is expressly understood and agreed that the Village Board of Mundelein reserves the right to reject any and all bids.

IF AN INDIVIDUAL

Name of Bidder: _____ Signature: _____

Address: _____

City: _____ State: _____ Zip: _____ Tel.: (____) _____

IF A PARTNERSHIP

Name of Firm: _____

By: _____
(Longhand Signature)

Business Address: _____

City: _____ State: _____ Zip: _____ Tel.: (____) _____

NAMES AND ADDRESSES OF ALL FIRM MEMBERS

IF A CORPORATION

Corporate Name: _____

A corporation in the State of _____

Signed By: _____

Printed Name: _____

Business Address: _____

City: _____ State: _____ Zip: _____ Tel.: (____) _____

NAMES OF OFFICERS: President _____

Secretary _____

Treasurer _____

Attest _____

BID

All bid prices must include any and all delivery charges or fees to:

440 East Crystal Street, Mundelein, Illinois 60060

The undersigned herewith submits a bid on petroleum products in accordance with the attached specifications and special conditions.

<u>Prices shown shall be per gallon</u>				
<u>TYPE</u>	<u>Bid Price on 12/9/11</u>	<u>Amount over average OPIS price posted for gross distillate</u>	<u>Bid Price for emergency product delivery</u>	<u>Terminal product location</u>
Premium Lead-free Gasoline (92 Octane)				
Mid-grade Lead-free Gasoline (89 Octane)				
Regular Lead-free Gasoline (87 Octane)				
No. 2 Low Sulfur Premium Diesel				
Ultra-low Sulfur Premium Diesel				
5% Mix Biodiesel Premium				
20% Mix Biodiesel				

DO NOT ADD TAXES TO THE ABOVE AMOUNTS. The Village of Mundelein pays the following per gallon taxes: \$0.1900 Illinois Motor Fuel Tax for unleaded, \$0.2150 Illinois Motor Fuel Tax for diesel, \$0.0030 Illinois Underground Storage Tank Tax, and \$0.0080 Environmental Impact Fee.

Name of Bidding Company: _____

Address: _____

Phone: _____

By: _____

Note: Proposals will not be accepted unless submitted on this form and including an attachment noting the average OPIS Chicago Midwest wholesale prices for gross distillate posted on December 2, 2011.

CONTRACTOR'S CERTIFICATION

STATE OF _____)
) SS.
COUNTY OF _____)

_____, as part of its bid on a contract for

2012 UNLEADED AND DIESEL FUEL PURCHASE

with the Village of Mundelein, hereby certifies that said contractor is not barred from executing said contract as a result of a violation of **Illinois Compiled Statutes, 2006:** ARTICLE 33E. PUBLIC CONTRACTS, 720 ILCS 5/33E-1, 5/33E-3, 5/33E-4, 5/33E-7, 5/33E-8.

By: _____
Authorized Agent of Contractor

Subscribed and sworn to before me by

this _____ day of _____, 2011

Notary Public

