

**SPECIFICATIONS  
AND BID SHEET**

**For**

**GRUNDY COUNTY BULK FUEL 2024**

Date: Thursday, November 30, 2023

Time: 11:00am

Location: 245 N Illinois Route 47  
Morris, IL 60450

Request Bid Documents from Stephanie Janczak at [sjanczak@grundycountyil.gov](mailto:sjanczak@grundycountyil.gov)

# INVITATION TO BID

## GRUNDY COUNTY: BULK FUEL BID

Sealed bids will be received for the purchase and delivery of Unleaded Gasoline and Diesel Fuel. This bid is for an annual contract that anticipates the purchase of approximately 110,000 gallons of unleaded fuel and 18,000 gallons of diesel fuel.

Sealed envelope must be clearly marked on the exterior "GRUNDY COUNTY BULK FUEL 2024" and contain original signatures on the completed bid packet. Sealed bids will be accepted until 11:00 AM on November 30, 2023 at the Grundy County Highway Department, 245 N. Illinois Route 47, Morris, IL 60450. At that time, sealed bids will be publicly opened and read aloud. Fax and electronic submissions will not be accepted.

Bid documents are available at the office of the County Engineer, Grundy County Highway Department, 245 N. Illinois Route 47, Morris, IL 60450 and for inspection online at [www.grundyco.org/bids-and-rfp/](http://www.grundyco.org/bids-and-rfp/). The bidder remains responsible for obtaining all addenda, which will be posted at the same website.

Bidders must contact the Highway Department Office no less than 24 hours prior to bid opening to be placed on the Bidders List and request official Bid Packet.

Bids may not be withdrawn or revoked for a period of 45 days after submission.

Tie bids will be resolved publicly by a coin toss at the Highway Committee Meeting the day of the bid opening. The bid will be awarded at the County Board meeting in public session.

The County of Grundy reserves the right to reject any and all bids and to waive technical errors or informalities in bidding.

Chris Balkema  
County Board Chair

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### **Tax Exemption:**

Grundy County may be exempt from certain State, Municipal or Federal Excise Taxes. Each bidder must be prepared to file for any refund relating to said taxes. Grundy County is not to be billed for any exempted Federal and/or Sales Taxes. Grundy County Highway Department will furnish the successful bidder the proper tax-exempt certificates.

### **Quantity Requirements:**

It is estimated that Grundy County will require approximately 110,000 gallons of 87 Octane Gasoline and approximately 18,000 gallons of Ultra Low Sulfur Diesel Fuel to be delivered to the Highway Department Facility during the term of the contract. This contract will be for a twelve-month period, commencing January 1, 2024 and ending December 31, 2024.

*Decreases to Estimated Quantities:* The quantities heretofore identified are estimated only. Grundy County reserves the right to decrease the amount of fuel purchased under this contract with no penalties, fees, or additional charges.

*Increases to Estimated Quantities:* In the event Grundy County purchases more than 110,000 gallons of unleaded gasoline or 18,000 gallons of diesel fuel, the Vendor may increase the per-gallon price charged for said fuels; however, the 10¢ shall be added to the fixed rate per gallons.

### **Prices:**

Prices shall be fixed and are to remain in effect throughout the contract period, which will be a twelve (12) month period, January 1, 2024 through December 31, 2024, and shall be a **FIXED RATE PER GALLON** for purchases of unleaded gasoline and for ULSD Biodiesel (B2) fuel. Prices are to be in U.S. Currency only. This is not a fixed price over OPIS or any other index, but a fixed rate per gallon. The Federal Recovery, FET (LUST), Illinois Motor Fuel Tax, and Environmental Impact Fees shall be shown separately on this bid. They are also to be billed as a separate line item on all invoices.

For 2023, Grundy County is currently using fixed pricing. Arneson Oil & Propane Lubricants currently supplies Grundy County with Unleaded and Diesel Fuel.

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

### **Awarding of Contract:**

The Contract shall be awarded to the lowest responsible and responsive bidder based on criteria as set forth in this bid packet.

**Subletting of Contract or Contract Funds:** Request Bid Documents from Stephanie Janczak at [sjanczak@grundycountyil.gov](mailto:sjanczak@grundycountyil.gov)

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his Contract of his right, title or interest therein, or his power to execute such Contract, to any other person, firm or corporations, without the previous written consent of the County, and in no case shall such consent relieve the Contractor from his obligations, or change the terms of the Contract.

### **Indemnity:**

Contractor shall indemnify, keep and save harmless, the County, its agents, officials and employees, against all injuries, death, loss, damages, claims, including mechanic lien claims, suits, liabilities, judgments, settlements, costs and expenses, which may accrue against the County as a result of activities or products under this Contract, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, of the subcontractor or his employees, if any or of the County, its employees; and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all cost and other expenses arising therefrom or incurred in connections therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall at his own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by the Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

### **Certificate of Insurance:**

Required, Grundy County and its officers and employees are to be named as additional insured on a primary and non-contributory basis. Additionally, please provide an endorsement from your insurance carrier confirming Grundy County is additional insured, including provision of legal representation in defense of claims asserted against Grundy County.

### **Withdrawal**

Bids may be withdrawn prior to the time of the bid opening by written request. However, no bid shall be withdrawn within the 45-day period after the time set for bid opening. Bidders withdrawing their bids prior to the time and date set for bid opening may still submit another bid if done in accordance with these instructions .

### **Terms and Termination**

This contract is effective for a one-year period commencing January 1, 2024, or upon written acceptance of the Contract, whichever occurs last, through December 31, 2024 (Term).

Either the County or the Vendor may terminate this Contract for cause or convenience with a sixty calendar (60) day written notification. Following the sixty (60) day notification, the County may terminate this contract in whole or in part without payment of any penalty or incurring any further obligation to the Vendor.

Following the termination for convenience, the Vendor shall be entitled to compensation for services completed upon submission of invoices and proof of claim for services provided under this Contract up to and including the date of termination. The County shall have the right to receive service from the Vendor through the effective date of the notice of termination, and may, at the sole election of the County, procure such work from other Vendors as may be necessary to complete the services.

Notwithstanding the notice period described previously, the County may immediately terminate the Contract, in whole or in part, upon notice to the Vendor if the County determines that the actions, or failure to act, of the Vendor, its agents, employees or sub vendors have caused or reasonably could cause jeopardy to health, safety, or property, or if the County determines that the Vendor lacks the financial resources to perform the Contract.

If the Vendor fails to perform to the County's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the County shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within sixty (60) calendar days. If the breach or noncompliance is not remedied by the specified period of time, the County may a) immediately terminate the Contract without additional written notice or b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages. The County may finish the services by whatever method the County may deem expedient. Any damages incurred by the County as a result of any

Contractor default shall be borne by the Vendor at its sole cost and expense, shall not be payable as part of the Contract amount, and shall be reimbursed to the County by the Vendor upon demand.

### **Dispute Resolution**

In the event a dispute arises relative to any matter included in the terms or performance of this agreement, the Parties shall first require their authorized representatives to meet in good faith negotiations to resolve the issues in conflict. If the Parties are unable to settle the existing differences, then any and all court proceedings shall be held in the Circuit Courts of Grundy County in Morris, Illinois and the 13th Illinois Judicial District. In the event Grundy County is a litigant in proceedings relative to this Agreement and prevails, the losing party shall pay all of the attorney's fees and costs incurred by the County.

### **Billing Process and Payment**

The Vendor will be required to set up 3 separate accounts if Contract is awarded. These accounts will be Highway Department, Transit Department and Sheriff Department. Each department will be invoiced separately. The Highway Department Office Manager will send out fuel usage for the week prior at the beginning of every week for invoicing purposes. Vendor shall invoice weekly and send out statements once a month. Payment shall be issued within 45 days of submittal of complete statement.

### **NOTE:**

By submitting a bid, the bidder warrants that he has familiarized himself with all requirements of the contract documents.

NOT FOR BID

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# **SPECIFICATIONS**

## **87 Octane Unleaded Gas**

Unleaded gasoline shall have a minimum octane rating of 87 (R+M)/2 and shall not contain more than 10% alcohol-based fuel. It shall also comply with all of the latest federal and state requirements for unleaded fuels.

## **Ultra-Low Sulfur 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 to ensure 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. Glycol Ether 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
11. Winter blend shall have a Cloud Point Minimum of -25°F and Pour Point Minimum of -30°F and shall be available November through February unless otherwise stated by County Engineer
12. Submit spec sheet for diesel fuel additives

Samples for testing may be pulled at any time to verify specifications, if necessary.

## **DELIVERY**

Fuel shall be delivered to the following location and placed in tanks provided. The Grundy County Highway Facility has one - 1,000-gallon Unleaded Fuel Tank, one – 1,500-gallon Unleaded Fuel Tank, and one - 2,500-gallon Diesel Fuel Tank. All three tanks are dual-wall and above ground with protective bollards.

Grundy County Highway Department  
245 N. Illinois Route 47  
Morris, IL 60450

All deliveries to the Highway Department shall be made at a minimum of 2 times per week, weekdays between the hours of 7:30 AM and 4:00 PM, unless otherwise directed by the Grundy County Engineer. Any additional deliveries shall be made within twenty-four hours of notification of the need for gasoline or diesel fuel. The successful bidder shall be directly responsible for any and all delivery charges. Grundy County will pay no delivery charges.

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## GRUNDY COUNTY

245 N. Illinois Route 47, Morris, Illinois 60450 (815) 942-0363

### **BULK FUEL** **FIXED PRICE BID SHEET FORM**

<b>Contract Period Twelve (12) Months, January 1, 2024 - December 31, 2024</b>			
<b>*Approximate Quantity</b>	<b>Description</b>	<b>Unit Price Gas 87 Octane</b>	<b>Unit Price Biodiesel</b>
110,000 gallons	87 Octane Unleaded Gasoline With Ethanol	\$	
18,000 gallons	Diesel Fuel - High Quality ULSD Biodiesel (B2) Blend		\$
	Federal Recovery	\$	\$
	FET (LUST)	\$	\$
	Illinois Motor Fuel Tax	\$	\$
	State Superfund Tax	\$	\$
	Total Per Gallon Cost	\$	\$
Total Cost for Unleaded (110,000 x Total Cost Per Gallon)		\$	
Total Cost for Diesel (18,000 x Total Cost Per Gallon)			\$
<b>Grand Total:</b> Total Cost for Unleaded plus Total Cost for Diesel ( <b>Bids Evaluated on this Grand Total Amount</b> )		\$	
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.			

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\* Approximate quantity for bidding purposes only. (See quantity requirement specifications)

The undersigned acknowledges receipt of Addenda Nos: \_\_\_\_\_

Please verify YES or NO that your product meets or exceed 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 requirements	_____ Y _____ N
A dispersant to guard against clogging filters	_____ Y _____ N
An extra lubricity added	_____ Y _____ N
Glycol Ether to shed water	_____ Y _____ N
An antioxidant for storage life	_____ Y _____ N
A metal deactivator to suppress gum and varnish	_____ Y _____ N
A corrosion inhibitor	_____ Y _____ N
A low-sulfur content, .05 Wt. % maximum	_____ Y _____ N

**Submitted By:**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

RETURN BID SHEET FORM FOR BID

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## **AGREEMENT**

**THIS AGREEMENT**, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter called the "Vendor") having a principal place of business located at, \_\_\_\_\_ and the County of Grundy, (hereinafter called the "Owner" or the "County").

### **RECITALS**

**WHEREAS**, in consideration of the mutual promises of the parties set forth in the Contract Documents, the Vendor agrees to deliver all fuels in accordance with the Contract, and the County agrees to pay for the fuel as set forth in the Contract Documents

The Contract Documents shall consist of the following listed documents, which are hereby made part of this agreement as if recited at length herein:

- 1) **Invitation to Bid**
- 2) **Bid Sheet**
- 3) **Bid Specifications**
- 4) **Acknowledgement of Addenda (if any)**
- 5) **Appendix A: Affidavits (Must be signed and returned: note signature block at end of Appendix A)**

**THIS SECTION  
INTENTIONALLY  
LEFT BLANK**

IN WITNESS WHEREOF, *the Owner and the Vendor have executed this Agreement as of the date hereinabove first stated.*

**VENDOR**

\_\_\_\_\_  
Print Name of Vendor

**BY:** \_\_\_\_\_  
Signature of authorized representative

**DATE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

***THE COUNTY OF GRUNDY, ILLINOIS***

**BY:** \_\_\_\_\_  
**Chris Balkema, County Board Chair**

**DATE:** \_\_\_\_\_

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APPENDIX A - AFFIDAVITS

**Section 1:**

Business Status of Bidder

**BIDDER/APPLICANT:**

*Name:* \_\_\_\_\_

*Principal place of business* \_\_\_\_\_

*Address:* \_\_\_\_\_

*County, State, Zip Code* \_\_\_\_\_

\_\_\_\_\_

*The Bidder is a:*

Corporation Partnership

Limited Liability Company Sole Proprietorship

Other (please explain :)

\_\_\_\_\_

*Corporation*

The state of incorporation is:

The registered agent of the corporation in Illinois is:

\_\_\_\_\_

*Name*

\_\_\_\_\_

*Address*

\_\_\_\_\_

*County, State, Zip:* \_\_\_\_\_

The officers of the corporation are:

\_\_\_\_\_

*President*

\_\_\_\_\_

*Secretary*

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\_\_\_\_\_

*Vice President*

\_\_\_\_\_

*Treasurer*

The Corporation is authorized to do business in the State of Illinois  
**Limited Liability Company**

The state of registration is:

\_\_\_\_\_  
\_\_\_\_\_

The registered agent of the Limited Liability Company in Illinois is:

\_\_\_\_\_

*Name*

\_\_\_\_\_

*Address*

\_\_\_\_\_

*County, State, Zip*

The registered office of the Limited Liability Company in Illinois is:

\_\_\_\_\_

*Address*

\_\_\_\_\_

*County, State, Zip*

The managers and members of the Limited Liability Company are:

\_\_\_\_\_

*Name*

\_\_\_\_\_

*Address*

\_\_\_\_\_

*County, State, Zip*

\_\_\_\_\_

*Name*

\_\_\_\_\_

*Address*

\_\_\_\_\_

*County, State, Zip*

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The LLC is authorized to do business in the State of Illinois

**Sole Proprietorship**

The address of the sole proprietor is:

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*Address*

---

*County, State*

The sole proprietor transacts business in Illinois under the following assumed names:

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NOT FOR BID

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## **BID RIGGING AND BID ROTATING**

**Section 2:** That in connection with this solicitation for quotes:

- a. The quote is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
- b. The submitter has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the quote price of said bidder or any other bidder or to fix any overhead profit or cost element of such quote price or that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract.
- c. The quote is genuine and not collusive or sham.
- d. The prices or breakdowns thereof and any and all contents which had been quoted in this submission have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening.
- e. All statements contained in this submission are true.
- f. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham quote.
- g. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a quote for the purpose of restricting competition.

**Section 2a:** **NON-COLLUSION**

- a. No officer or employee of the County of Grundy has a direct or indirect pecuniary interest in this quote.
- b. No officer or employee of the County of Grundy has disclosed to the bidder any information related to the terms of a sealed quote.
- c. No officer or employee of the County of Grundy has informed the bidder that the quote will be accepted only if specified persons are included as sub-Vendors.
- d. Only the bidder will be entitled to the proceeds of the contract if this quote is accepted by the County of Grundy.
- e. This quote is made without the benefit of information obtained in violation of law.

**Section 3:** The undersigned further states that: **(circle A or B)**

- A. He is the person in the bidder's organization responsible within that organization for the decision as to the prices being quoted herein and that he has not participated, and will not participate, in any action contrary to paragraphs a through g in Section 2, above; and
- B. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being quoted herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs a through g in Section 2 above, and as their agent does hereby so certify; and
- C. The undersigned certifies that the bidder has never been convicted for a violation of State laws prohibiting bid rigging or bid rotating.

## **THE REQUIREMENTS OF THE ILLINOIS DRUG FREE WORKPLACE ACT**

**Section 5:** The undersigned will publish a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the aforementioned company's workplace.
- b. Specifying the actions that will be taken against employees for violations of this prohibition.
- c. Notifying the employees that, as a condition of their employment to do work under the contract with the County of Grundy, the employees will:
  - i. Abide by the terms of the statement; and
  - ii. Notify the aforementioned company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such a conviction.
- d. Establishing a drug free awareness program to inform the aforementioned company's employees about:
  - i. The dangers of drug abuse in the workplace.
  - ii. The aforementioned company's policy of maintaining a drug free workplace.
  - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - iv. The penalties that may be imposed upon employees for drug violations.
- e. Making it a requirement to give a copy of the statement required by Section 5 to each employee engaged in the performance of the contract with the County of Grundy and to post the statement in a prominent place in the workplace.
- f. Notifying the County of Grundy within ten (10) days after receiving notice under Section 5(C)(2) from an employee or otherwise receiving actual notice of such a conviction.
- g. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6, below.
- h. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that an effectively trained counseling and referral team is in place.
- i. Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements.
- j. Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.

**Section 6:** The undersigned further affirms that within thirty (30) days after receiving notice from an employee of a conviction of a violation of the criminal drug statute occurring in the aforementioned company's workplace he shall:

- a. Take appropriate personnel action against such employee up to and including termination; or
- b. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

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## **TAX COMPLIANCE**

**Section 7** The undersigned on behalf of the entity making the foregoing quote certifies that neither the undersigned nor the entity is barred from contracting with the County of Grundy because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

The undersigned or the entity making the quote or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

## **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

**Section 8** This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

In the event of the Vendor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Vendor may be declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the Vendor agrees:

- a. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- b. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of Section 3 residents or Section 3 Business Concerns (as determined by the US Department of Housing and Urban Development), as well as minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- c. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- d. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the Vendor in its efforts to comply with such Act and Rules and Regulations, the Vendor will promptly



so notify the Department and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- e. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- f. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- g. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such sub-Vendor. In the same manner as the other provisions of this contract, the Vendor will be liable for compliance with applicable provisions of this clause by such sub-Vendors; and further it will promptly notify the contracting agency and the Department in the event any sub-Vendor fails or refuses to comply therewith. In addition, the Vendor will not utilize any sub-Vendor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

For the purposes of subsection g of Section 8, "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a public Vendor and any person under which any portion of the public Vendor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a bank or other financial institution and its customers.

It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

Have written sexual harassment policies that shall include, at a minimum, the following information:

(i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

In the event that this contract is subject to Executive Order 11246, Vendor certifies that it (1) is in compliance with Section 202 thereof and the Rules and Regulations issued thereunder; (2) does not and will not provide or maintain at any of its establishments, or permit its employees to perform their services at any location under its control where there are maintained, segregated facilities, and (3) agrees that a breach of this Certification violates the Equal Employment clause of Executive Order 11246. "Segregated Facilities," means facilities which are in fact segregated on a basis of race, color, creed, sex, religion or national origin, because of habit, local custom, or otherwise.

**THE AMERICANS WITH DISABILITIES ACT**

**Section 9** As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the Americans with Disabilities Act.

Must be signed by authorized company representative and returned in sealed bid:

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Subscribed and Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_ Notary Public

-Seal-

END OF DOCUMENT

Request Bid Documents from Stephanie Janczak at [sjanczak@grundycountyil.gov](mailto:sjanczak@grundycountyil.gov)