



INVITATION TO BID

Requesting:	Bid(s) for Bulk Fuel Purchase Joint Venture for The Village of Oswego, The Oswego Fire Protection District, and The Oswego Township.
Issue Date:	April 29, 2022
Pre-Bid Meeting:	N/A
Pre-Bid Meeting Location:	N/A
Last Date for Questions:	May 4, 2022, by 9:00 AM
Addendum Posted:	May 6, 2022, by 12:00 PM
Bids Due:	May 11, 2022, at 10:00 AM
Bid submission Website:	www.demandstar.com
Public Bid Opening:	Bids will be virtually opened and read aloud publicly on the same day and time by going to bids.oswegoil.org or call (312) 626-6799 just prior to the meeting. When prompted, enter passcode 812 5239 0580 from your phone. You will hear the audio of the meeting through our webinar service.
Note:	Project subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-1.01, <i>et seq.</i>)

All questions concerning this solicitation shall be submitted via e-mail to the Purchasing Manager before the date stated above. A written response in the form of a public addendum may be published on the Village's website by the stated date above.

Contact with anyone other than via email to the Purchasing Manager for matters relative to the project described in this invitation to bid during the bidding process is prohibited.

Contact for this proposal:

Shanel Gayle, Purchasing Manager in writing at sgayle@oswegoil.org

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LEGAL NOTICE

INVITATION TO BID FOR BULK FUEL PURCHASE JOINT VENTURE FOR THE VILLAGE OF OSWEGO, THE OSWEGO FIRE PROTECTION DISTRICT, AND THE OSWEGO TOWNSHIP

The Village of Oswego will be accepting sealed bids for Bulk Fuel Purchase Joint Venture for The Village of Oswego, The Oswego Fire Protection District, and The Oswego Township until May 11, 2022, at 10:00 AM local time. Bids will be virtually opened and read aloud publicly on the same day and time through bids.oswegoil.org.

Project Title: Invitation to Bid for Bulk Fuel Purchase Joint Venture for The Village of Oswego, The Oswego Fire Protection District, and The Oswego Township.

Proposal No. 22-6070-010

Bids must be submitted electronically. All necessary documents are available through the Village's bid portal www.demandstar.com. Downloading documents and submitting Bids requires registration with "DemandStar." If you are not already a member, you can obtain a FREE AGENCY SUBSCRIPTION to the Village of Oswego's account by through www.demandstar.com/register.rsp. Instructions for DemandStar can be found on the Village's website www.oswegoil.org. Hard copy, emailed or faxed Bids will not be accepted.

Infrequent or first-time users of electronic bidding are recommended to load their Bids at least twenty-four (24) hours prior to the due date. All technical questions regarding the use of DemandStar, must be emailed at least 48 hours before the due date to sgayle@oswegoil.org. All answers to questions related to technical issues with DemandStar, will be provided within one business day.

Questions regarding this legal notice or the proposal package must be in writing and emailed directly to sgayle@oswegoil.org on or before May 4, 2022, at 9:00 AM local time. Responses will be posted in DemandStar by May 6, 2022, at 12:00 PM local time.

The bidder shall at all times observe and conform to all federal, state, and local laws, ordinances, and regulations, including those which may, in any manner, affect the preparation of bids or the performance of the contract.

Shanel Gayle,
Purchasing Manager

DESCRIPTION OF WORK

The Village of Oswego, The Oswego Fire Protection District and The Oswego Township is requesting Bids from qualified Firms to establish contract(s) for the purchase and delivery of bulk fuel for diesel and well as unleaded gasoline.

- 87 Octane Unleaded Gas
 - Unleaded gasoline shall have a minimum octane rating of 87 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
 - ULS Diesel Fuel must be a high quality ULS Bio-Diesel (B2) blend. Diesel Fuel will be seasonally and geographically blended for low temperature and performance, as to ensure a low cloud point and pour point.
- Diesel Fuel must have:
 - Specifications per ASTM D975 S15
 - A dispersant to guard against clogging filters
 - An extra lubricity added
 - Glycol Ether to shed water
 - An antioxidant for storage life
 - A metal deactivator to suppress gum and varnish
 - A corrosion inhibitor
 - A low sulfur content, .05 wt. % maximum
 - Must be blended with a minimum 2% pure Bio-Diesel (Specifications per ASTM D6751- 08 Standards for S15 Grade)
 - Winter blend shall be with ULSD #1 per ASTM specifications

The Contract(s) will encompass three (3) Oswego locations and the estimate of the following quantities may be needed annually:

Agency	Address	Ultra Low Sulfur Diesel Fuel – Annual	87 Octane Gasoline – Annual
Village of Oswego – Public Works Facility	100 Theodore Dr., Oswego IL	16,800 Gallons	14,800 Gallons
Oswego Fire Protection District	3511 Woolley Road, Oswego IL	22,600 Gallons	40,000 Gallons
Oswego Township	1150 Route 25, Oswego IL	11,000 Gallons	6,000 Gallons

All tanks are above ground, Tank size and ownership are as listed:

- Village of Oswego
 - Diesel - 1,000 gallons
 - Gasoline - 1,500 gallons
 - Tanks owned by the Village
- Oswego Fire Protection District
 - Diesel - 1,500 gallons
 - Gasoline – 1,000 gallons
 - Tanks owned by District
- Oswego Township
 - Diesel - 1,000 gallons

- Gasoline - 1,000 gallons
- Tanks owned by Township

GENERAL CONDITIONS

1. Joint Purchasing

This project is a joint purchase by two units of government pursuant to an intergovernmental agreement and Illinois statutes. All public agencies as defined by the Illinois Governmental Joint Purchasing Act, 30 ILCS 525/0.01 et seq., as well as not-for-profit agencies that qualify under Section 45-35 of the Illinois Procurement Code, are eligible to participate in joint purchasing programs. Any governmental unit may purchase personal property, supplies, and services jointly with one or more other governmental units. All such joint purchases shall be by competitive solicitation as provided in Section 4 of the Act

The Illinois Intergovernmental Cooperation Act provides the term "public agency" shall mean any unit of local government as defined in the Illinois constitution of 1970, any school district, any public community college district, any public building commission, the State of Illinois, any agency of the State government or of the United States, or of any other State, any political subdivision of another State, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body. 5 ILCS 220. Throughout this invitation to bid, the term "Village" is used for convenience only and shall be interpreted to include both the Village and the Oswego, The Oswego Fire Protection District, and The Oswego Township unless the context clearly provides otherwise.

2. Bidder Qualifications

The successful bidder will provide all necessary information to all entities of the Joint Venture and conform to all State and Federal requirements relating to bulk storage, delivery, identification, etc., as may be required by applicable regulatory agencies.

3. Holiday Schedule

Work and/or Deliveries will not be permitted on Sunday or the following legal holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Christmas Day	

4. Bid Bond

Each bid shall be accompanied by a bid bond in an amount of ten percent (10%) of the full amount of the bid in the form of a certified or bank cashier's check or bid bond. In a reasonable time after the bid opening, bid deposits of all except the three lowest responsible bidders will be released. The remaining deposits will be released after the successful bidder has entered into the contract and furnished all necessary and required bonds and insurance documents. The bid deposit shall become the property of the Village if the successful bidder within fourteen (14) days from awarding the contract refuses or is unable to comply with the contract requirements, not as a penalty, but as liquidated damages.

The bid bond must be uploaded with the bid documents through the Demandstar bid portal and the original must be mailed to: Village of Oswego, Attn. Shanel Gayle, Bid Bond, 100 Parkers Mill, Oswego, IL 60543.

5. Delivery of Materials

Fuel is to be delivered to:

- Village of Oswego Public Works, 100 Theodore Dr., Oswego IL
 - Occasionally to offsite standby generators at:
 - 245 Lennox Drive
 - 378 Ogden Falls Blvd.
 - 3700 Grove Road
 - 700 Yoakum Blvd.
 - 700 Cole Avenue
 - 6701 Tuscany Trail
 - 5031 Carpenter Avenue
- Oswego Fire Protection District, 3511 Woolley Road, Oswego IL
- Oswego Township, 1150 Route 25, Oswego IL

Delivery Specifics

- The average load sizes are 500 gallons for diesel and 1,000 gallons for gasoline.
- The deliveries are tank wagon.
- The vendor shall supply a pump to transfer fuel into the tanks.
- A meter truck is required.
- Delivery hours are between 7:00 a.m. and 2:30 p.m. Monday through Friday.
- The vendor shall provide an electronic monitoring system for each of the tanks to ensure that the fuel level remains 50% full.
- The AGENCY will notify the vendor of additional fills in emergency situations. These emergency orders must be filled within 6 hours.
- All loads shall be split by product.

It shall be the Contractor's responsibility to ensure all materials and equipment are delivered within or adjacent to the area of installation or repair as specified by the Village.

The work described in this specification shall be done with the least inconvenience and the Contractor may be required to complete the work on each parking lot in stages so access to the public buildings is maintained at an adequate level. The amount of time that normal operations are interrupted must be kept to an absolute minimum and shall be coordinated with the Village.

The Contractor is responsible always to protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation during the course of the project contract.

6. Injury to Property

In case any direct or indirect damage is done to public or private property by or because of the work, or in consequence of any act or omission on the part of the Contractor, its employees or agents, the Contractor shall, at its own cost, restore such property to a condition similar or equal to that existing before such damage was done, by repairing, rebuilding, or otherwise restoring, as may be required by the Village, Failure by the Contractor to promptly restore or make good such damage, the Village may, upon 48 hours written notice, proceed to repair, rebuild, or otherwise restore the damaged property as may be necessary, and the cost thereof will be deducted from any monies due or to become due to the Contractor under the Contract; or the Village may deduct from any monies due to the Contractor a sum sufficient, in the judgment of the Village, to reimburse the owners of the property so damaged.

7. Decisions and Explanations by Village

The Village shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work and shall decide all questions which may arise as to the interpretations of any or all plans relating to the work and of the specifications, and all questions, as to the acceptable fulfillment of the Contract on the part of the Contractor; the Village shall determine the amount and quantity of the several kinds of work performed and materials which are to be paid for under the Contract, and such decision and estimate shall be final and conclusive, and such estimate, in case any questions shall arise, shall be a condition precedent to the right of the Contractor to receive any money due under the Contract. Any doubt as to the meaning of any of the provisions of the specifications, contracts, or plans will be interpreted by the Village. The decision of the Village will be final

INSTRUCTIONS TO BIDDERS

1. Preparation and Submission of Bids:

- A. Each bid shall be submitted on the exact form furnished by the Village through DemandStar. All blank spaces for bid prices, unit costs and alternates must be filled in using both words and figures if indicated. In case of any discrepancy in the amount Bid, the prices expressed in written words shall govern.
- B. Each Bidder must submit a complete Bid package, including the following items:
 - a) **Signed Bid Sheet**
 - b) **Detailed Exception Sheet**
 - c) **Subcontractors List**
 - d) **References**
 - e) **Signed Contractor Bid Agreement**
 - f) **Bid Bond (scanned and mailed)**
 - g) **Signed Contract or a statement of any exceptions to the contract which are conditions to acceptance. If the contract terms cannot be agreed to within fourteen (14) after bid acceptance, the Village will reject the bid and may proceed to award the contract to the next lowest responsible bidder.**
- C. Bidders may attach separate sheets to the Bid for the purpose of explanation, exception, alternate Bid and to cover unit prices, if needed.
- D. Bidders may withdraw their Bid either personally or by written request at any time before the hour set for the Bid opening and may resubmit a Bid. No Bid may be withdrawn or modified after the Bid opening except where the award of the contract has been delayed for a period of more than thirty (30) days.
- E. In submitting its Bid, the Bidder further declares that the only person or party interested in the bid as principals are those named therein; and that the Bid is made without collusion with any other person, firm or corporation.
- F. The Bidder further declares that it has carefully examined this entire Bid Package, and has familiarized itself with all of the local conditions affecting the contract and the detailed requirements of this work and understands that in making the Bid it waives all rights to plead a misunderstanding regarding same.
- G. The Bidder further agrees that if the Village decides to extend or shorten the work, or otherwise alters it by extras or deductions, including the elimination of one or more of the items, as provided in the specifications, it will perform the work as altered, increased or decreased.
- H. The Bidder further agrees that the Village representative may at any time during the progress of the work covered by this Contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the Bid or contract as a specific item covered by a lump sum price, and which are not included under the Bid price for other items in the Contract, shall be performed as extra work subject to the unit prices, or an agreed upon amount in a lump sum contract.
- I. The Bidder further agrees to execute all documents within this Bid Package which are required to be provided with the Bid, and if its Bid is accepted to obtain a Certificate of Insurance for this work and execute and present all required documents within fifteen (15) days after the receipt of the Notice of Award and the Contract.

- J. The Bidder further agrees that the Work will be substantially complete and ready for final payment in accordance with the schedule parameters set forth in the Contract Documents, and to execute the work in such a manner and with sufficient materials, equipment and labor as will ensure its completion within the time limit specified within the Bid. The completion within the time limit is an essential part of the contract.
 - K. By submitting a Bid, the Bidder understands and agrees that, if his Bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer and forfeits the Bidder's Bid bond as actual damages suffered by the Village.
 - L. No Bid will be considered unless the party offering it furnishes evidence satisfactory to the Village that it has necessary facilities, ability, and pecuniary resources to fulfill the conditions of the Contract.
2. **Additional Information Request:** Questions regarding this Bid and specific questions regarding the specifications in this Bid can be emailed to Shanel Gayle, Purchasing Manager, at sgayle@oswegoil.org. Answers may be provided in writing to all potential Bidders in the form of an Addenda posted on the Bid page; No oral comments will be made to any Bidder as to the meaning of the Bid and Specifications or other contract documents. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts of which the Bidder should have been aware, and the Village will reject all claims related to such failures.

Information (other than in the form of a written Addendum issued by the Village) from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him from fulfilling any of the conditions and obligations set forth in the bid and other contract documents. Before the bids are opened, all modifications or additions to the bid documents will be made in the form of a written Addendum issued by the Village. Any Addendum issued will be posted on the Village's DemandStar website. In the event of a conflict with the original contract documents, addenda shall govern all other bid documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

The Bidder shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the Bid. Failure of a Bidder to include a signed formal Addendum in its Bid shall deem its Bid non-responsive; provided that the Village may waive this requirement in its sole discretion.

3. **Conditions:** The Bidder is responsible for being familiar with all conditions, instructions, and documents governing this project and Bid. Failure to make such investigation and preparations shall not excuse the Contractor from the performance of the duties and obligations imposed under the terms of the contract. The Bidder acknowledges that local ordinance permits the Village to give preference to local businesses.
- A. The Village is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This Bid cannot include any amounts of money for these taxes.
 - B. To be valid, the Bids shall be itemized so that selection for purchase may be made, there is included in the price of each unit the cost of delivery (FOB Destination).
 - C. The Village shall reserve the right to add or to deduct from the Alternate Bid any item at the prices indicated in the itemization of the Bid.
 - D. All Bids shall be good, valid, and binding on the Bidder for thirty (30) days from the date of the Bid opening.
 - E. Bidders are required to fully comply with the Illinois Prevailing Wage Act.

4. **Award of Bid:** The Village reserves the right to reject any or all bids or packages and to waive any informality or technical error and to accept any bid deemed most favorable to the interests of the Village.
 - A. The items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidentally to and as part of the items of work for which a unit price is given. No additional payment will be made for such incidental work. The Bidder shall be responsible for identifying all costs to complete the project on time in accordance with the Plans and Specifications.
 - B. The Village has the sole discretion to award the alternate bid based upon the best interest of the Village.
 - C. All awards are final determinations.
 - D. The Contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.
 - E. In addition to price, the Village will consider:
 - Ability, capacity, and skill to fulfill the contract as specified.
 - Ability to supply the commodities, provide the services or complete the work promptly, or within the time specified, without delay or interference.
 - Character, integrity, reputation, judgment, experience, and efficiency.
 - Quality of performance on previous contracts.
 - Previous and existing compliance with laws and ordinances relating to the contract.
 - Sufficiency of financial resources.
 - Quality, availability, and adaptability of the commodities, services or construction, in relation to the Village's requirements.
 - Ability to provide future maintenance and service under the contract.
 - Number and scope of conditions attached to the Bid.
 - Record of payments for taxes, licenses or other monies due to the Village.
 - Other factors as deemed appropriate by the Village to ascertain the lowest responsible bidder and otherwise award the contract to the Bidder the Village determines to be in the Village's best interests.

5. **Rejection of Bids:**
 - A. The Village reserves the right to cancel invitations for Bids or requests for bids without penalty when it is in the best interest of the Village. Notice of cancellation shall be sent to all individuals or entities solicited.
 - B. The Village reserves the right to reject any or all Bids, to waive any minor informality or irregularity in any Bid, to negotiate changes and/or modifications with the lowest responsible Bidder and to make an award to the response deemed to be the most advantageous to the Village.
 - C. Any Bid not conforming to the specifications or requirements set forth by the Village in the Bid request may be rejected.
 - D. Bids may also be rejected if they are made by a Bidder that is deemed non-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

6. **Equal Opportunity:** The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age, handicap or any other protected class pursuant state or federal law unrelated to bona fide occupational qualifications.

7. **Non-Discrimination:** The Bidder, its employees, and subcontractors agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

8. **Execution of Documents:** The Bidders shall conform to the following requirements:
 - A. Bids shall be signed by the Bidder. If the Bidder is a corporation, the proposal shall bear the name of the corporation, and shall be signed by an officer authorized to bind the corporation and be sealed with the corporate seal.
 - B. Bids that are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bid a power of attorney evidencing authority to sign the Bid, executed by the partners.

**CONTRACT FOR BULK FUEL PURCHASE JOINT VENTURE FOR THE
VILLAGE OF OSWEGO, THE OSWEGO FIRE PROTECTION DISTRICT, AND
THEN OSWEGO TOWNSHIP**

In consideration of the mutual promises set forth below, the Village of Oswego, Illinois, a municipal corporation and political subdivision of the State of Illinois, (hereinafter "Village"), and _____ (hereinafter, "Contractor") enter into this Contract as of the__ day of _____ 2022, and hereby agree as follows:

The entire Bid Packet, together with all exhibits, specifications, attachments, and the Bidder's Bid, shall become a part of this Contract. The Village assumes that submission of a bid means that the person submitting the bid has familiarized himself with all conditions and intends to comply with them unless noted otherwise. Where the terms of this Contract conflicts with the terms of the Technical Specifications, the Technical Specifications shall control to the extent of the conflict.

1. **Definitions:** The definitions set forth in the Bid Packet are incorporated herein.
2. **Conditions:** The Contractor is responsible for being familiar with all conditions, instructions, warranties, and documents governing this project and Bid. Failure to make such investigation and preparations shall not excuse the Contractor from the performance of the duties and obligations imposed under the terms of this contract.
3. **Retainage During Guarantee Period:** Contractor shall be responsible for providing all reasonable access to Village employees and agents for inspection, re-inspection, and testing of the work. Until Final Payment, Contractor shall, promptly, and without charge, repair, correct, or replace any part of the Work that is defective, damaged, flawed, or unsuitable or that fails to strictly conform to the requirements of the Contract or Specifications.
4. **Billing/Invoicing.** All billing and invoicing will be at the completion of the job, or a portion thereof as agreed by the Parties, with detailed itemized billing. Billing will include the date, the work performed, and the total cost. After receipt of a correct invoice, payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

If in the opinion of the Village, the Contractor has not or is not satisfactorily performing the work covered by this Contract, and within forty-eight (48) hours of receipt of a written notice and demand for performance from the Village, has not cured any defect in performance specifically itemized in such demand, the Village may, at its option:

- A. Withhold payment;
- B. Consider all or any part of this contract breached and terminate the Contractor; or
- C. May hire another Contractor to cure any defects in performance or complete all work covered by this specification for the remaining term of this contract.
- D. Any demand for performance shall be specifically delivered to the Contractor by personal delivery, or by certified or registered US Mail.

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VILLAGE OF OSWEGO, THE OSWEGO FIRE PROTECTION DISTRICT, AND
THEN OSWEGO TOWNSHIP**

In consideration of the mutual promises set forth below, the Oswego Fire Protection District, Illinois, a municipal corporation and political subdivision of the State of Illinois, (hereinafter "Fire Protection District"), and _____ (hereinafter, "Contractor") enter into this Contract as of the __ day of _____ 2022, and hereby agree as follows:

The entire Bid Packet, together with all exhibits, specifications, attachments, and the Bidder's Bid, shall become a part of this Contract. The Village assumes that submission of a bid means that the person submitting the bid has familiarized himself with all conditions and intends to comply with them unless noted otherwise. Where the terms of this Contract conflicts with the terms of the Technical Specifications, the Technical Specifications shall control to the extent of the conflict.

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VILLAGE OF OSWEGO, THE OSWEGO FIRE PROTECTION DISTRICT, AND
THEN OSWEGO TOWNSHIP**

In consideration of the mutual promises set forth below, the Oswego Township, Illinois, a municipal corporation and political subdivision of the State of Illinois, (hereinafter "Township"), and _____ (hereinafter, "Contractor") enter into this Contract as of the__ day of _____ 2022, and hereby agree as follows:

The entire Bid Packet, together with all exhibits, specifications, attachments, and the Bidder's Bid, shall become a part of this Contract. The Village assumes that submission of a bid means that the person submitting the bid has familiarized himself with all conditions and intends to comply with them unless noted otherwise. Where the terms of this Contract conflicts with the terms of the Technical Specifications, the Technical Specifications shall control to the extent of the conflict.

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3. **Retainage During Guarantee Period:** Contractor shall be responsible for providing all reasonable access to Village employees and agents for inspection, re-inspection, and testing of the work. Until Final Payment, Contractor shall, promptly, and without charge, repair, correct, or replace any part of the Work that is defective, damaged, flawed, or unsuitable or that fails to strictly conform to the requirements of the Contract or Specifications.
4. **Billing/Invoicing.** All billing and invoicing will be at the completion of the job, or a portion thereof as agreed by the Parties, with detailed itemized billing. Billing will include the date, the work performed, and the total cost. After receipt of a correct invoice, payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

If in the opinion of the Village, the Contractor has not or is not satisfactorily performing the work covered by this Contract, and within forty-eight (48) hours of receipt of a written notice and demand for performance from the Village, has not cured any defect in performance specifically itemized in such demand, the Village may, at its option:

- A. Withhold payment;
- B. Consider all or any part of this contract breached and terminate the Contractor; or
- C. May hire another Contractor to cure any defects in performance or complete all work covered by this specification for the remaining term of this contract.
- D. Any demand for performance shall be specifically delivered to the Contractor by personal delivery, or by certified or registered US Mail.

5. **Insurance and Bond Requirements.** Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons, damages to property, and other applicable damages that may arise in connection with the performance of work or services under this Contract as follows:
- A. Minimum Scope of Insurance – The insurance coverage to be procured and maintained by Contractors shall be at least as broad as the following:
- i. **Commercial General Liability Insurance.** Commercial general liability insurance with minimum coverage amounts of \$2,000,000 general aggregate; \$2,000,000 products-completed operations aggregate; and \$1,000,000 each occurrence for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following endorsements, coverages, and/or conditions:
 1. Shall name the Village as an additional insured in accordance with the obligations and conditions set forth below.
 2. Blanket contractual liability coverage, to the extent permitted under Illinois law, including, but not limited to, Contractor’s contractual indemnity obligations under the Agreement.
 3. Premises-Operations and Independent Contractors.
 4. Broad form property damage coverage.
 5. Personal injury coverage.
 6. Must be endorsed as Primary and Non-Contributory as to any other insurance of the Additional Insureds.
 7. If the Additional Insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis to any Subcontractor’s policy.
 - ii. **Comprehensive Automobile Liability Insurance.** Comprehensive automobile liability insurance with minimum coverage amounts of \$1,000,000 any one accident for bodily injuries, death, and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.
 - iii. **Workers’ Compensation and Employers Liability Insurance.** Statutory Workers' Compensation coverage complying with the law of the State of Illinois and Employers' Liability Insurance with minimum limits at \$1,000,000 each accident, including occupational disease coverage with a limit of \$1,000,000 per employee, subject to policy minimum limit of \$1,000,000 per annum.
 - iv. **Umbrella / Excess Liability Insurance** **Umbrella / Excess Liability Insurance.** Umbrella or excess liability insurance is written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described above with minimum coverage amounts of \$2,000,000 per occurrence and \$2,000,000 general aggregate, with coverage at least as broad as the underlying policies.
- B. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, employees, agents, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.
- C. Contractor’s Obligations. The Contractor shall have the following obligations with regard to

required insurance under the Agreement:

- i. The insurance policies required under this Agreement shall be endorsed to contain the following provisions: the Village and its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on each of the policies with respect to liability arising out of ongoing and completed operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations and automobiles, owned, leased, hired or borrowed by or on behalf of the Contractor. General liability coverage shall be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through both ISO Form CG 20 10, or CG 20 26 and CG 2037; 10 01 Edition date. All additional insured coverage shall be for both ongoing and completed operations.
- ii. The Contractor shall provide evidence of the required insurance coverages under this Agreement by providing a copy of the actual policy/policies, endorsement(s) and certificates of insurance evidencing such coverages. All certificates of insurance required to be obtained by the Contractor shall provide those coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least thirty (30) days prior written notice given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request.
- iii. The Contractor shall provide immediate notice to the Village upon the cancelation of any insurance policy or policies required hereunder.
- iv. All insurance required of the Contractor shall state that it is Primary and Non-Contributory Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If the Village has other applicable insurance coverages, those coverages shall be regarded as excess over the additional insured coverage. Contractor shall, with respect to all insurance required under this Agreement, endorse or require each policy to waive any and all rights of subrogation for losses and or damages arising from the work and/or services provided by the Contractor against the Village or other Additional Insured except where not permissible by law.
- v. The Contractor shall require that every Subcontractor of any tier working on the Project associated with this Agreement to obtain insurance of the same types and amounts as that required of Contractor, naming the same as additional insureds subject to the same restrictions and obligations as set forth in the Contractor's insurance required under the Agreement, including waivers of subrogation in favor of the Village.
- vi. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this agreement by any act or omission, including, but not limited to:
 1. Allowing work by the Contractor or any Subcontractor of any tier to start before receipt of the required insurance policy, endorsement, and/or certificates of insurance; or
 2. Failure to examine, or to demand the correction of any deficiency, of any insurance policy, endorsement, and/or certificate of insurance received.
- vii. The Contractor agrees that the obligation to provide insurance is solely the responsibility of the Contractor and the Subcontractors of any tier and cannot be waived by any act or omission of the Village.
- viii. The purchase of insurance by the Contractor under this Agreement shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased by the Contractor.
- ix. The Contractor shall notify the Village, in writing, of any possible or potential claim for personal injury or property damage arising out of the work and/or services of this Agreement promptly whenever the occurrence giving rise to such a potential claim becomes known to the Contractor.

- x. The Contractor further agrees to cause contractual liability endorsements to be issued by the insurance companies and attached to the above-mentioned policies to include under the coverage therein an extended obligation on the part of the insurers to insure against Contractor's contractual liability hereunder and to indemnify the Village and its agents against loss, liability, costs, expenses, attorneys' fees, and court costs, and further agrees that said coverage shall be afforded therein against all claims arising out of the operation of any structural work law or law imposing liability arising out of the use of scaffolds, hoists, cranes, stays, ladders, supports, or other mechanical contrivances.
- xi. All insurance and performance and payment bonds required hereunder shall be placed with an insurer or insurers authorized to conduct business in the State of Illinois with a current A.M. Best's rating of no less than A, unless otherwise deemed, in writing, acceptable to the Village.

6. **Indemnification.** To the fullest extent permitted by Illinois law, Contractor shall indemnify, defend, save and hold the Village, and their trustees, officers, and employees harmless from and against all claims, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from performance of the work and/or services under the Agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.

7. **Force Majeure.** Whenever a period of time is provided for in this Agreement for the Contractor or the Village to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part of any governmental authority other than the Village or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; c) Acts of war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes; g) Public disorders, civil violence, or disobedience; h) Riots, blockades, sabotage, insurrection, or rebellion; i) Epidemics or pandemics; j) Terrorist acts; k) Fires or explosions; l) Nuclear accidents; m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities; n) Major environmental disturbances; or o) Vandalism. If a delay is caused by any of the force majeure circumstances set forth above, the time period shall be extended for only the actual amount of time said the party is so delayed. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence, or it shall be deemed to be waived.

8. **Liquidated Damages.** Time is of the essence in the performance of this Contract. Should the Contractor fail to complete the work within the specified time stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the amount of \$2,000.00, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. These deductions are for the cost of delay to account for administration, engineering, inspection, supervision, and other costs and expenses during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during an extended and delayed performance by the Contractor of the work.
9. **Contract Term.** The Contract will be approximately four (4) years beginning upon award of contract by the Village Board, estimated start date, July 1, 2022, and ending April 30, 2026. All fuel shall be delivered to the respective Agencies by June 30, 2026.
10. **Change Orders.** After the contract is awarded, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without rebidding the materials, supplies, services or equipment involved, provided that the change order:
 - A. Is not of such a size or nature as to undermine the integrity of the original Bidding process; and
 - B. Is germane to the original contract; and
 - C. Does not exceed twenty percent (20%) of the originally contracted amount; and
 - D. It is approved by the Board of Trustees, or in the event the change order is for less than twenty-five thousand dollars (\$25,000.00), by the Village Administrator.
11. **Compliance with Laws and Regulations.** In addition to the bid and performance bonds set forth above, the Contractor must furnish and pay for satisfactory any other security required by law or by the specifications for this particular project. Upon receipt of the performance bond, the Village will return the Bid bond to the Contractor. In addition:
 - A. The Contractor must comply with all applicable laws prerequisite to doing business in the state.
 - B. The Contractor must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).
 - C. The Contractor must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.
 - D. The Contractor must provide evidence of any professional or trade license required by law or local ordinance for any trade or specialty area in which the Contractor is seeking a contract award. Additionally, the Contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer or manager of the company. Any material changes to the Contractor's status, at any time, must be reported in writing to the Village within 14 days of its occurrence.
 - E. Contractor is solely responsible for procuring all necessary permits, licenses, and other governmental approvals and authorizations necessary in connection with the Project.
12. **Independent Contractor.** There is no employee/employer relationship between the Contractor and the Village. Contractor is an Independent Contractor and not the Village's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Prevailing Wage Act, or the Worker's Compensation Act (820 ILCS

305/1, et seq.). The Village will not (i) provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the monies paid to Contractor. The performance of the services described herein shall not be construed as creating any joint employment relationship between the Contractor and the Village, and the Village is not and will not be liable for any obligations incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, nor does there exist an agency relationship or partnership between the Village and the Contractor.

13. **Approval and Use of Subcontractors.** The Contractor shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Contractor shall be at the discretion of the Village and approval in advance by the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. If the Contractor chooses to use subcontractors to perform any of the Work, the Work performed under any subcontract.

shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Contractor. Every reference in this Contract to "Contractor" shall be deemed to also apply to all subcontractors of the Contractor. Every subcontract entered into by the Contractor to provide the Work, or any part thereof shall include a provision binding the subcontractor to all provisions of this Contract.

If any personnel or subcontractor fails to perform the part of the Work undertaken by it in a manner satisfactory to the Village, the Contractor shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Village shall have no claim for damages, for compensation in excess of the contract price, or for a delay or extension of the contract time as a result of any such removal or replacement.

14. **Waiver of Lien.** The Contractor shall, from time to time at the Village's request, but in any event prior to Final Payment, provide to the Village such receipts, releases, certifications, and other evidence as necessary to establish that there are no liens against the Work or the public funds held by the Village. This shall not operate to relieve the Contractor's surety or sureties from any of their obligations under the Bonds, or vest any right, interest, or entitlement in any subcontractor or supplier.
15. **Assignment.** Neither the Village nor the Contractor shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.
16. **Governing Law.** This Contract and the rights of the Village and Contractor under this Contract shall be interpreted according to the internal laws of the State of Illinois. The venue for any action related to this Contract will be in the Circuit Court of Kendall County, Illinois.
17. **Changes in Law.** Unless otherwise explicitly provided in this Contract, any reference to law shall include such laws as they may be amended or modified from time to time.

18. **Time.** The Contract Time is of the essence in the performance of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.
19. **Termination.** The Village shall have the right at any time and for any reason (without any penalty) to terminate, in whole or in part, this Contract, provided that the Village shall provide Contractor at least thirty (30) days' prior written notice of such termination whereupon this Agreement shall automatically terminate immediately after the 31st day. Upon receipt of the termination notice Contractor shall stop all work.
 - A. When this contract, or any portion hereof, is terminated or canceled by the Village, and the Contractor released before all items of work included in this contract has been completed, payment may be made be prorated as a percentage of completion of the actual work at contract unit prices, and no claims for loss of anticipated profits or other damages will be made and are hereby waived.
 - B. Termination of a contract, as stated above, will not relieve the Contractor or his/her surety of the responsibility of replacing defective work or materials.
20. **Piggybacking Clause.** This contract's unit prices may be used to purchase supplies, equipment or perform any like work on facilities or properties under the jurisdiction of the Village of Oswego, or the Oswego Library District. This Contract may also be used as a joint purchase agreement between the Village, Oswego Community School District 308, Oswego land Park District, Oswego Library District, Oswego Township, Oswego Fire Protection District, as well as any other agencies at the discretion of the Village.
21. **Severability.** The provisions of this Contract shall be interpreted when possible, to sustain their legality and enforceability as a whole. In the event any provision of this Contract or the Contract Documents shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, neither the validity of the remaining part of such provision or of any other provisions of this Contract shall be affected.
22. **Amendments.** No modification, addition, deletion, revision, alternation, or any other change to this Contract shall be effective unless and until such change is reduced to writing and executed by the Village, and Contractor.
23. **Additional Items.** The Contractor hereby:
 - A. Certifies that it is not barred from Bidding or contracting with the Village as a result of a violation of either Paragraph 33E-3 (Bid rigging) or 33E-4 (Bid rotating) of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting; and
 - B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes; and
 - C. States that it has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the Village upon request; and
 - D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and agrees to comply with the Equal Employment Opportunity Clause, Section 750, Part 750, Chapter X, Subtitle B of Title 44 of the Illinois Administrative Code incorporated herein by reference; and
 - E. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as

mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965); and

- F. Agrees to comply with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS265/1 et seq.) if this project is a “public work” within the meaning of the Illinois Prevailing Wage Act (820 ILCS 130/.01 et seq.) and prohibit substance abuse while performing such work and has a substance abuse prevention program; and
- G. Agrees to provide a drug-free workplace pursuant to the Drug-Free Workplace Act (30ILCS 580/1 et seq.) (25 or more employees under a contract of more than \$5,000 or for individuals only when greater than \$5,000); and
- H. Agrees to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.) and employ Illinois laborers if at the time of this contract is executed or if during the term of this contract there is excessive unemployment in Illinois as defined in the Act.

[SIGNATURE PAGE FOLLOWS]

CONTRACT SIGNATURES

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized agents, this contract in DUPLICATE, each of which shall be deemed original, on the day and year first written.

Village of Oswego, Illinois,

CONTRACTOR:

By: _____
Village President

By: _____
Signature

Print Name and Title

Attest:

Village Clerk

Attest:

Witness

CONTRACT SIGNATURES

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized agents, this contract in DUPLICATE, each of which shall be deemed original, on the day and year first written.

Oswego Fire Protection District, Illinois,

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Print Name and Title

Attest:

Attest:

Witness

Witness

CONTRACT SIGNATURES

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized agents, this contract in DUPLICATE, each of which shall be deemed original, on the day and year first written.

Oswego Township, Illinois,

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Print Name and Title

Attest:

Attest:

Witness

Witness

BID COST SHEET

The undersigned, having examined the specifications, and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

Quantities will be separated per location group and invoiced separately.

All Bidders shall use the low Posted Rack Fuel State of Illinois pricing, OPIS or equal service.

Price set is from 10:00 a.m. Monday through 10:00 a.m. the following Monday.

The cost of any anti-gel or other winter additives to be agreed upon at the discretion of the four Agencies and purchased separately at said time.

I (We) propose to complete the following project as more fully described in the specifications for the following:

DESCRIPTION	CENTS PER GALLON	UNIT
GASOLINE		GALLON
#1 DIESEL		GALLON
#2 DIESEL		GALLON

**** your price over weekly posted price****

Name of Bidder: _____

Signature of Authorized Representative

Date

DETAIL EXCEPTION SHEET

Any exception must be clearly noted on this sheet. Failure to do so may be the reason for rejection of the bid. It is not our intention to prohibit any potential Contractor from bidding by virtue of the specifications, but to describe the material(s) and service(s) actually required.

The Village reserves the right to accept or reject any or all exceptions. Contractor's exceptions are:

SUBCONTRACTOR LISTING

Provide the name, contact information, and value of work for each and every subcontractor which will be employed on this project.

Subcontractor No. 1

Business Name

Address

City, State, Zip Code

Contact Person

Telephone Number

Value of Work

Nature of Work

Subcontractor No. 2

Business Name

Address

City, State, Zip Code

Contact Person

Telephone Number

Value of Work

Nature of Work

Subcontractor No. 3

Business Name

Address

City, State, Zip Code

Contact Person

Telephone Number

Value of Work

Nature of Work

REFERENCES

Enter below current business references for whom you have performed work similar to that required by this bid.

Reference No. 1

Business Name

Address

City, State, Zip Code

Contact Person

Telephone Number

Dates of Service

Nature of Work

Reference No. 2

Business Name

Address

City, State, Zip Code

Contact Person

Telephone Number

Dates of Service

Nature of Work

Reference No. 3

Business Name

Address

City, State, Zip Code

Contact Person

Telephone Number

Dates of Service

Nature of Work

CONTRACTOR BID AGREEMENT

TO:

Village of Oswego
100 Parkers Mill
Oswego, IL 60543

Oswego Fire Protection District
3511 Woolley Road
Oswego, IL 60543

Oswego Township
1150 Route 25
Oswego, IL 60543

Project Name: Bulk Fuel Purchase Joint Venture for The Village of Oswego, The Oswego Fire Protection District, and The Oswego Township.

The undersigned Bidder, in compliance with your advertisement for Bids for work as specified, and related documents prepared by or at the direction of the Village of Oswego, The Oswego Fire Protection District, and The Oswego Township, Owners, and being familiar with all conditions surrounding the work, including availability of labor and material, do hereby propose to furnish materials, labor, equipment, and services and pay for same and shall perform all work required for the completion of the Project, in accordance with the Contract documents and at the price provided.

Bidder certifies this Bid to be for the project described in the Instruction to Bidders document and to be in accordance with plans, specifications, and Contract Documents, including the invitation for Bids.

In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the Contractor. Any claims for an increase of the Contract time shall be made in writing to the Village of Oswego, The Oswego Fire Protection District, and The Oswego Township within seven (7) days of the cause.

Company Name

Address

City, State, Zip Code

Phone Number

Email Address

Printed Name of Authorized Representative

Title

Signature of Authorized Representative

Date