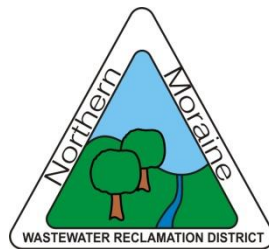


# INVITATION TO BID

## Northern Moraine Wastewater Reclamation District



**Diesel Fuel, Delivered**  
**BID OPENING: February 26, 2018 at 1:00 pm**

*\* All pages of this Bid Document must be submitted intact for  
the bid to be considered valid. \**

# Northern Moraine Wastewater Reclamation District INSTRUCTIONS FOR SUBMITTING BIDS

## GENERAL RULES

The general rules and conditions that follow apply to all bids requested and accepted by the Northern Moraine Wastewater Reclamation District (NMWRD) unless otherwise specified. Companies or their authorized representatives are expected to fully familiarize themselves with the conditions, requirements, and specifications as reflected in the bid documents before submitting proposals. The submitting of a bid implies that the vendor is familiar with, and intends to comply with, all conditions unless otherwise noted.

When mailing or hand delivering the bid forms, the envelope must be addressed as follows:

ATTN: Mohammed Haque  
District Manager  
Northern Moraine Wastewater Reclamation District  
113 Timber Trail  
P. O. Box 240  
Island Lake, IL 60042

All bids must be delivered to the District Manager's Office prior to the bid opening date and time. Bids must be identified as such on the outside of the sealed envelope. Vendor's company name and address are to appear in the upper left corner. Bid information is to appear in the **lower left** corner and shall be marked:

***“Diesel Fuel, Delivered  
Attn: Mohammed Haque, District Manager”***

**CONTACT WITH DISTRICT** – Any attempt to directly contact and influence any District Board of Trustees or staff members associated with this Project after receipt of this request for bids, and prior to the final selection decision as evidenced by a fully mutually executed contract with the final selected firm will be grounds for disqualification.

**BIDDER'S QUALIFICATIONS** - No award will be made to any Bidder who cannot confirm to the District's satisfaction that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e. responsible). The District's decision or judgment on these matters shall be final, conclusive and binding. The District may make such investigations as it deems necessary. The Bidder shall furnish to the District, under oath if so required, all information and data the District may request for the purpose of investigation.

**RECEIVING OF BIDS** - Bids received prior to the time of opening will be securely kept, unopened. The District Manager, whose duty it is to open bids, will decide when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will be attached to the District Manager

or the District for the premature or non-opening of a bid not properly addressed and identified, except as otherwise provided by law.

**ALTERNATE, MULTIPLE BIDS/SPECIFICATIONS** - The specifications describe the supplies and/or services which the District feels are necessary to meet the performance requirements of the District. It is not the desire or the intent of the District to eliminate or exclude any company from submitting a bid because of minor deviations, alternates, or changes.

Firms desiring to submit a bid on items which do not comply with these specifications, but which they believe are equivalent, are requested to submit alternate bids. However, **ALTERNATE BIDS MUST BE CLEARLY INDICATED AS SUCH, AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED.** The bid must be accompanied by complete specifications for the items offered. Any questions regarding the specifications, drawings, etc., shall be referred to that individual so referenced in the specifications section. Vendors wishing to submit a secondary bid must submit it as an alternate bid. **Only one bid per envelope.**

Any reference in these specifications to manufacturer's name, trade name, or catalog number (unless otherwise specified) is intended as a standard only. The District's written decision of approval or disapproval of a proposed substitution shall be final.

The District shall be the sole and final judge unequivocally as to whether any substitute is of equivalent or better quality. This decision is final and will not be subject to recourse by any person, firm or corporation.

**LATE BIDS** - Bids arriving after the specified time, whether sent by mail, courier, or in person, will not be accepted. These bids will either be refused or returned unopened. It is the company's responsibility for timely delivery regardless of the methods used. Mailed bids which are delivered after the specified hour will not be accepted regardless of the postmarked time on the envelope.

**BIDS BY FAX** - Bids must be submitted on the original forms provided by the District, completely intact as issued. **Facsimile machine transmitted bids will not be accepted,** nor will the District transmit bid documents to prospective bidders by way of a facsimile machine.

**ERROR IN BIDS** - When an error is made in extending total prices, the unit bid price will govern. Otherwise, the bidder is not relieved from errors in bid preparation. Erasures in a bid must be explained over an authorized company signature.

**WITHDRAWAL OF BIDS** - A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the District Manager prior to the specified time of opening. After the opening, a company cannot withdraw his/her bid for a period of ninety (90) calendar days, or such longer time as stated in the bid documents. Furthermore, the contractor/vendor so agrees to these conditions and terms in submitting a bid.

**CONSIDERATION OF BID** - No bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the District or has failed to perform faithfully any previous contract with the District.

The person, firm or corporation if requested, shall present, within 48 hours, evidence satisfactory to the District of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

**PRICES** - Unit prices shall be shown for each unit on which there is a bid, and shall include all packing, crating, freight, and shipping charges, and cost of unloading at the destination unless otherwise stated in the bid. Cash discounts will not be considered in determining overall price, but may be used in the overall evaluation.

**TAX-EXEMPT STATUS** - Unit prices shall not include any local, state, or federal taxes. The District is exempt, by law, from paying State or Local Retailer's Occupation Tax, State Service Occupation and Use Tax, and Federal Excise Tax. If needed, the District shall supply the successful bidder with its tax exemption number.

**DOCUMENTS** – Any documents submitted as part of this invitation are subject to the requirements of the Freedom of Information Act.

**AWARD OR REJECTION** - The District reserves the right to reject and/or award any and all bids or parts thereof and to waive any formalities and technicalities according to the best interests of the District.

Companies shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or service to be furnished in accordance with the bid. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the District of the compensation to the bidder.

**ANY EXCEPTIONS NOT TAKEN BY THE BIDDER SHALL BE ASSUMED BY THE DISTRICT TO BE INCLUDED.**

A contract will be awarded to the lowest responsible bidder complying with the conditions of the contract documents only when it is in the best interest of the District to accept the bid. The District shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any and/or all bids or parts thereof.

**EXECUTION OF CONTRACT** - The individual, firm or corporation to whom or to which a contract has been awarded shall execute a contract and return it to the District within ten (10) days after receiving it in the mail from the District. The District intends to utilize a contract document similar to Attachment "A". The bid submittal form, as submitted and signed by the company, shall constitute a final agreement and the bid specifications contained herein shall become part of the agreement. Any additional work to be performed, as mutually agreed upon by the District and the company, shall become a part of that agreement. Unless it is specifically stated otherwise on the bid, the bid will be awarded to, or placed with, and payment made to the person or company that signs the bid.

**FAILURE TO EXECUTE CONTRACT** - Failure to comply with any of the requirements of these specifications and contract, or failure to give satisfactory security in a sum equal to the full amount of the contract price, or failure to execute a contract within (10) days as specified, shall be a just cause for annulment of the award, or of the Contract if executed, and in the event of the annulment of the award or the Contract, it is understood by the Bidder that the amount of guarantee deposited with the proposal shall become the property of the District and shall be retained not as a penalty, but as liquidated damages.

**REQUIREMENTS OF BID** - When necessary, the successful company shall, within ten (10) days after notification of the award: (a) enter into a contract in writing with the District covering all matters and things as set forth in the specifications and bid; (b) carry insurance acceptable to the District covering public liability, property damage, automobile liability and worker's compensation.

**PERMITS AND LICENSES** - The successful company shall obtain, at their own expense, all permits and licenses which may be required to complete the contract.

**CONTRACT ALTERATIONS** - No amendment of a contract shall be valid unless made in writing and signed by the District Manager or his authorized agent.

**NOTICES** - All notices required by the contract shall be given in writing.

**NON-ASSIGNABILITY** - The contractor shall not assign the contract, or any part thereof, to any other person, firm or corporation without the previous written consent of the District Manager. Such assignment shall not relieve the contractor from his obligations, or change the terms of the contract.

**IDENMUNITY/HOLD HARMLESS** - To the fullest extent permitted by law, the Contractor or Consultant hereby agrees to defend, indemnify and hold harmless the District, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses (including attorney's fees), which may in any way accrue against the District, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor or Consultant, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the District, its agents or employees. The Contractor or Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the District, its officials, agents and employees, in any such action, the Contractor or Consultant shall, at its own expense, satisfy and discharge the same.

The Contractor or Consultant expressly understands and agrees that any performance bond or letter of credit, or insurance policies required by this contract, or otherwise provided by the Contractor or Consultant, shall in no way limit the responsibility to indemnify, keep, save, hold harmless and defend the District, its officials, agents and employees as herein provided.

The Contractor or Consultant further agrees that to the extent that money is due the Contractor or Consultant by virtue of this contract, as shall be considered necessary in the judgment of the District, may be retained by the District to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the District.

**REQUIRED INSURANCE** - When submitting a proposal or bid, and/or agreeing to provide products and/or services to the District, the contractor or consultant shall certify that he/she has all insurance coverages required by law, outlined below, or would normally be expected for the type of business. The contractor or consultant shall procure and maintain, for the duration of the contract or agreement with the District, insurance against claims for injuries to persons or damages to property, which may arise from, or in connection with the performance of the work by the contractor or consultant, his agents, representatives, employees or subcontractors.

In addition, the contractor or consultant shall provide coverage at least as broad as:

**Insurance Services Office Commercial General Liability**, *with the District named as additional insured*, on a form at least as broad as the endorsement ISO Additional Insured Endorsement CG 2010, CG 2026, or if requested by the District, CG2037 - Completed Operations. **Minimum Limits:** The contractor or consultant shall maintain limits no less than the following, \$1,000,000 combined single limit per occurrence for bodily injury and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required

occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000. **General Provisions:**

1. The District, its officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of the contractor's or consultant's work, including activities performed by or on behalf of the contractor or consultant; products and completed operations of the contractor or consultant; premises owned, leased or used by the contractor or consultant; or automobiles owned, leased, hired or borrowed by the contractor or consultant. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officials, agents, employees and volunteers.
2. The contractor's or consultant's insurance coverage shall be primary as respects to the District, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the District, its officials, agents, employees and volunteers shall be in excess of contractor's or consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officials, agents, employees and volunteers.
4. The contractor's or consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that contractor's or consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the contractor or consultant shall be required to name the District, its officials, agents, employees and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the District.
6. All general liability coverages shall be provided on an occurrence policy form. Claims made the District's general liability policies will not be accepted.

Insurance Services Office Business Auto Liability Coverage, form number CA 0001, Symbol 01 "Any Auto." **Minimum Limits:** The contractor or consultant shall maintain limits no less than the following, \$1,000,000 combined single limit per accident for bodily injury and property damage. (This insurance must include non-owned, hired, or rented vehicles, as well as owned vehicles)

Workers' Compensation and Employers' Liability. **Minimum Limits:** The contractor or consultant shall maintain limits no less than the following, Workers Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident. **General Provisions:** The insurer shall agree to waive all rights of subrogation against the District, its officials, agents, employees and volunteers for losses arising from work performed for the Northern Moraine Wastewater Reclamation District by the contractor or consultant.

### **Applicable to All Coverages**

The policies are to contain, or be endorsed to contain, the following provisions:

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to, and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the member, its officials, agents, employees and volunteer; or the Contractor or consultant shall

procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

- The specifications may require higher limits or additional types of insurance coverages than shown above and the contractor WILL be required to furnish a certificate of insurance, copy of additional insured endorsement or other proof of insurance coverages.

### **Acceptability of Insurers**

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

### **Verification of Coverage**

The contractor or consultant shall furnish the District with certificates of insurance naming the District, its officials, agents, employees and volunteers as additional insureds (Exhibit A), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the District and are to be received and approved by the District before any work commences. The attached Additional Insured Endorsement (Exhibit B) shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit B), such as ISO Additional Insured Endorsements CG 2010 or CG 2026. The District reserves the right to request fully certified copies of the insurance policies and endorsements.

### **Subcontractors and Subconsultants**

The contractor or consultant shall include all subcontractors or subconsultants as insureds under its policy or shall furnish separate certificates and endorsements for each subcontractor or subconsultant. All coverages for subcontractors or subconsultants shall be subject to all of the requirements stated herein.

### **Assumption of Liability**

The contractor or consultant assumes liability for all injury to or death of any person or persons including employees of the contractor or consultant, any sub-contractor or subconsultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the contractor's or consultant's contract or agreement with the District.

### **Compliance with all Laws**

The contractor or consultant shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws (if applicable), the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations. Also including the following:

Equal Employment Opportunity - During the performance of the contract and/or supplying of materials, equipment and supplies, the contractor or consultant must be in full compliance with

all provisions of the Acts of the General Assembly of the State of Illinois relating to employment, including equal employment opportunity requirements.

Prevailing Wages – If applicable, all laborers, workers, and mechanics shall be paid no less than the current prevailing wages for the construction trades, as established by the Illinois Department of Labor and included in these provisions.

Substance Abuse Prevention – In accordance with Section 15 of the Substance Abuse Prevention on Public Works Projects Act 820 ILCS 265, before an employer commences work on a public works project, the employer shall have in place a written program which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees.

The contractor or consultant, if required by the District shall provide evidence of specific regulatory compliance.

### **Safety/Loss Prevention Program**

The District may request that the contractor or consultant provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to approval to work with the District. Evidence of completed employee safety training shall be provided if requested by the District.

### **BID BOND**

Each bid must be accompanied by a bid bond, certified check, or cashier's check in the amount of \$1,000, payable to the Northern Moraine Wastewater Reclamation District. The bid bond, certified check, or cashier's check must comply with the provisions found in the Illinois Revised Statutes. Checks will be returned to the unsuccessful bidders upon the award of a contract to the successful bidder. The bid bond, certified check, or cashier's check submitted by the successful bidder will be returned upon the execution and acceptance of the contract by the District.



**EXHIBIT A**

(EXAMPLE)

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>							<b>DATE (MM/DD/YYYY)</b> Completed	
PRODUCER  Fully Completed				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
INSURED  Fully Completed				<b>INSURERS AFFORDING COVERAGE</b>			<b>NAIC #</b>	
				INSURER A: Name of Insurance Company			Completed	
				INSURER B: Name of Insurance Company			Completed	
				INSURER C: Name of Insurance Company			Completed	
				INSURER D: Name of Insurance Company			Completed	
INSURER E: Name of Insurance Company			Completed					
<b>COVERAGES</b>								
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	X	<b>GENERAL LIABILITY CG001</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNERS & CONT PROT (IF REQUIRED) <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIER PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE		\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea. Occur.)		\$ 50,000
						MED EXP (Any one person)		\$ 5,000
						PERSONAL & ADV INJURY		\$ 1,000,000
						GENERAL AGGREGATE		\$ 2,000,000
						PRODUCTS-COMP/OP AGG		\$ 1,000,000
A		<b>AUTOMOBILE LIABILITY CA001</b> <input checked="" type="checkbox"/> ANY AUTO CA001 <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____	Policy Number	Policy Start Date	Policy End Date	COMBINED SINGLE LIMIT (Ea. Accident)		\$ 1,000,000
						BODILY INJURY (PER PERSON)		\$
						BODILY INJURY (PER ACCIDENT)		\$
						PROPERTY DAMAGE (PER ACCIDENT)		\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT		\$
						OTHER THAN EA ACC		\$
						AUTO ONLY: AGG		\$
B	X	<b>EXCESS UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE		\$ per request
						AGGREGATE		\$ per request
C		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	Policy Number	Policy Start Date	Policy End Date	<input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTHER TORY LIMITS		
						E.L. EACH ACCIDENT		\$ 500,000
						E.L. DISEASE-EA EMPLOYEE		\$ 500,000
						E.L. DIESEASE-POLICY LIMIT		\$ 500,000
		<b>OTHER</b> Professional Liability (If requested)		Policy Number	Policy Start Date	Policy End Date		
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS</b>								
List project number, location and description. No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to the additional insured is primary.								
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>				
Additional Insured: Member, its officials, employees, agents and volunteers.				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.				
				SIGNATURE OF AUTHORIZED AGENT				

## EXHIBIT B

### ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:  
Name of Insured:  
Policy Number:  
Policy Period:  
Endors. Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability  
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy / coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your ongoing operations".

For purposes of this endorsement, "arising out of your ongoing operations" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

**SUBCONTRACTORS** - In order that the District may be assured that only qualified and competent subcontractors will be employed on the project, each proposer shall submit with their proposal a list of subcontractors who will perform the work, if any. The bidder shall have determined to their own satisfaction that subcontractor has been successfully engaged in this particular type of business for a reasonable length of time, has successfully completed work comparable to that which is required by this specification, and is both technically and financially qualified to perform the pertinent phase of work for which they are listed.

Contractor or bidder shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**ACCEPTANCE** - After the acceptance and award of the bid, and upon receipt of a written purchase order executed by the proper officials of the District, this instruction to bidders, including the specifications, will constitute part of the legal contract between the Northern Moraine Wastewater Reclamation District and the successful Contractor.

**DEFAULT** - The District may terminate a contract by written notice of default to the contractor/vendor if:

- a. The contractor/vendor fails to make delivery of the materials or perform the services within the time specified in the bid, or
- b. Fails to make progress so as to endanger the performance of the contract, or
- c. Fails to provide or maintain in full force and effect, the liability and indemnification coverages or performance bond as is required.

If the District terminates the contract, the District may procure supplies or services similar to those so terminated, and the contractor/vendor shall be liable to the District for any excess costs for similar supplies and services, unless the contractor/vendor provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

**SPECIAL CONDITIONS** - Wherever special conditions are written into the Specifications or Special Provisions sections which are in conflict with conditions stated in these instructions for submitting a bid, the conditions stated in the Specifications or Special Provisions sections shall take precedence.

**DELIVERY** - Where applicable, all materials shipped to the District must be shipped F.O.B. delivered, designated location, Island Lake, Illinois. If the delivery is made by truck, arrangements must be made in advance by the Bidder, with concurrence by the District, for receipt of the materials. The materials must be delivered where and when directed.

**INSPECTIONS** - The District shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the District. Any items rejected shall be removed from the premises of the District and/or replaced at the entire expense of the successful bidder.

**BID RIGGING/ROTATING** - Illinois State law Article 33 E-6 and 33 E-9 states it is unlawful to participate in bid rigging and/or rotating. State law further states that it is unlawful to award a contract to any individual or entity that is delinquent in the payment of any tax administered by the Department

of Revenue unless the individual or entity is contesting the amount and/or liability through proper procedures.

Therefore, the undersigned hereby certifies that the bidder is not barred from submitting a bid on the contract as a result of State law 33 E-6 and 33 E-9, prohibiting bid rigging and/or rotation, and that the bidder is not delinquent in the payment of any tax, unless it is contested in accordance with the procedures established by the appropriate revenue act.

Bidder \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Authorized Person \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

# **SPECIFICATIONS/SPECIAL PROVISIONS**

## **Diesel Fuel On-Road and Off-Road Delivered**

***Bid Opening Time:*** 1:00 pm  
***Date:*** February 26, 2018  
***Location:*** Northern Moraine Wastewater Reclamation District  
District Office  
113 Timber Trail  
Island Lake, IL 60042

### **GENERAL PROVISIONS**

The Northern Moraine Wastewater Reclamation District is requesting sealed bids for a one year (with possible renewals) contract for the purchase and delivery of diesel fuel for on-road and off-road (generators) use.

The apparent silence of this specification to any detail or the omission from it of any detailed description concerning any point shall be regarded as meaning only the best commercial practices are to prevail and only materials of first quality, correct type, size and design are to be used. All workmanship is to be of the highest, most professional quality, and all interpretations of this specification shall be made upon this statement.

### **SCOPE OF SERVICES**

The bid specifications provided herein shall describe the minimum specifications needed in order to permit prospective qualified vendors the opportunity to bid on a one year contract from May 1, 2018 to April 30, 2019, for the purchase and delivery of diesel fuel to the fuel storage facilities at the Northern Moraine Wastewater Treatment Plant, 420 Timber Trail, Island Lake, IL. Optional bids are requested for two, one-year contract extensions covering the periods of May 1, 2019 to April 30, 2020 and May 1, 2020 to April 30, 2021.

### **DELIVERY**

Delivery shall be Freight on Board (F.O.B.) to the location stated herein in a transport truck containing loads of approximately five hundred (500) gallons of fuel per delivery. All deliveries shall be made as part of the successful vendor's monthly "milk run" visits to the District's facility, wherein each tank will be topped off. The District reserves the right to make special orders in emergencies, at which time orders shall be filled within 24 hours. Standard (non-emergency) deliveries shall be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday, unless otherwise directed. No deliveries are to be made on Saturdays, Sundays, or holidays unless otherwise directed. The fuel furnished under this contract will be delivered in multiple deliveries as determined by the needs of the District. Typical "Stick Readings" shall be performed before and after filling the above ground storage tanks and shall be written on delivery ticket.

### **DESCRIPTIVE LITERATURE**

Bidders shall submit specification sheets and Material Safety Data Sheets describing the product to be furnished under this contract. Any bid which is not accompanied by descriptive literature may be rejected.

### **PRICE**

All quotes submitted shall be based on a plus (+) \$ or minus (-) \$ the low posting rack price per gallon for diesel fuel as published in Oil Price Information Service Product Prices listing for the Chicago market.

The price for summer B2 bio blend diesel fuel shall be derived from the low rack posting price for #2D S-15 Ultra Low Sulfur Diesel and the price for B100 (Soy) Bio fuel. The winter blend diesel shall include any cost adder for additive to offer a cold filter plug point of -20°F.

Price increases and decreases will be accepted only on the day of delivery and will be no more than the change in Oil Price Information Service (OPIS) low base price on the day of delivery. Oil Price Information Service used for the day of delivery should be based on the market date and not the publication date. The quoted plus (+) \$ or minus (-) \$ price shall not be changed. The District is requesting the OPIS daily low pricing and shall be noted on the invoice, again based on the market date. Bidders are to utilize the OPIS pricing of Bio-Diesel, either summer or winter blend, or the markup over #2 ultra-low sulfur diesel for the Bio-B2 blend.

The District reserves the right to correct any invoice that does not reflect current Oil Price Information Service prices as defined above. The District reserves the right to cancel any or all purchase orders should the vendor's performance or price be deemed unacceptable

### **QUANTITIES**

Anticipated use for the 2018-2019 contract period is 2,750 gallons of on road diesel fuel and 500 gallons of off road diesel. These are estimates only and should not be construed as either minimum or maximum quantities

### **DISTRICT PROPERTY**

All above ground tanks, pipes, and pipefittings, as well as the fuel pumps with indicating meters, are the property of the District. The District has two above ground storage fuel tanks: One 2,000 gallon diesel tank for the Generators and one 1,000 gallon diesel tank for on-road vehicles.

### **TESTING**

During the life of this contract, the District may, at any time, analyze the product. If the analysis indicated non-compliance with the contract provisions, the District reserves the right to return the product for replacement and charge the contractor for any cost incurred by the District.

### **PHYSICAL AND CHEMICAL REQUIREMENT**

#### **#2-D S15 Grade B2 Bio-Diesel Fuel**

- ASTM designation D975 B2 Rated Blend ASTM D6751-08
- Maximum sulfur content 15 parts per million
- Cetane number minimum 45
- Must contain a lubricity additive that passes the SLBOCLE test.
- Cloud point to a maximum of 10° Summer and -20° Winter
- Must contain Biocide to maximum recommended levels
- Detergent additives that meet Cummins L10 Superior Rating
- Water Dispersant to 200 P.P.M.

All diesel fuel must be free of any suspended material and any trace of water. Vendors shall supply data using latest ASTM methods on their distillation, supply data using latest ASTM methods on their

distillation, potential gum, oxygen stability, corrosion, and percent of sulfur. Bids shall be accompanied by specifications of 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 the vendor through their wholesale outlet.

**Current Contract Information**

The current contract for diesel fuel delivered to the District will expire on April 30, 2018 and contract prices are listed below.

OLSON SERVICE CO ~ Fox Lake, IL✓	OPIS Price	Cost Adder
Based on Feb 13, 2017 OPIS Cost		
#2D S-15 ULSD On-Road Diesel Fuel	\$1.6160	+ \$0.2495
#2D S-15 ULSD Off-Road Diesel Fuel	\$1.6203	+ \$0.2495
Cost Adder for B2 Blend	\$0.02	+ \$0.02
Cost Adder for Winter B2 Bio-Diesel Blend	\$0.03	+ \$0.03

**Responsibilities**

Under this contract, the successful bidder shall be accountable for any and all damage to any buildings, walks, driveways, utilities, trees, landscaping, vehicles, and persons which occur while performing the service work called for under this contract.

- A. Public Property: The Contractor, at his own expense, shall restore all damage or injured items to a condition which meets the approval of the District Manager.
- B. Private Property: The Contractor, at his own expense, shall have all the damaged or items restored to its proper condition.
- C. Utility Company Property: In the event of damage to any utility lines, or other equipment belonging to any utility company, the utility company shall make the necessary repairs, and the Contractor shall reimburse utility company for the cost of the repairs.
- D. Utilities: The Contractor shall notify and coordinate the work with appropriate public service concerns when water lines, gas lines, electrical lines, telephone lines, or other structures may be affected while performing the work called for under this contract.

**General Requirements:**

Specifications and all Contract Documents may be obtained from the Northern Moraine Wastewater Reclamation District, 113 Timber Trail, Island Lake, IL 60042. Prices quoted must be valid for a minimum (90) days from the date of the bid opening.

Bids will be received by Mohammed Haque, District Manager, at the above address until 1:00 p.m. on February 26, 2018. All bids will be publicly opened immediately thereafter. Bids must be identified as such on the outside of the sealed envelope. Vendor's company name and address are to appear in the upper left corner. Bid information is to appear in the **lower left** corner and shall be marked:

***“Diesel Fuel  
Attn: Mohammed Haque, District Manager”***

The Northern Moraine Wastewater Reclamation District reserves the right to reject any and all bids or to waive any technicalities, discrepancies, or information in the bids.

**All detailed questions concerning the actual bid specifications are to be forwarded to Mohammed Haque, District Manager, in writing via fax to 847-526-3349 or e-mail to haque@nm wrd.org no less than five (5) business days prior to the scheduled bid opening date.**

The Northern Moraine Wastewater Reclamation District does not discriminate in admission, access to, treatment, or employment in its programs and activities.

**REFERENCES**

List below other organizations (users of similar size and structure to the District preferred) for which these or other similar services have been provided:

Agency Name: \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Dates of Service \_\_\_\_\_

Agency Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Dates of Service \_\_\_\_\_

Agency Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Dates of Service \_\_\_\_\_

Agency Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Dates of Service \_\_\_\_\_



NORTHERN MORAIN WASTEWATER RECLAMATION DISTRICT  
 113 Timber Trail  
 P.O. Box 240  
 Island Lake, IL 60042

**Bid Opening: February 26, 2018 at 1:00 pm**

**Bidder Information**

**Company Name:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **Fax:** \_\_\_\_\_  
**City, State, Zip:** \_\_\_\_\_ **Email:** \_\_\_\_\_  
**Contact Person:** \_\_\_\_\_

**BID PRICE FOR:** Diesel Fuel Delivered, based on **February 13, 2018** OPIS cost

	<u>Oil Price Information Service</u>	(+ or (-)
	Posting Price	Price
#2D S-15 ULSD On-Road Diesel Fuel	\$ _____	\$ _____
#2D S-15 ULSD Off-Road Diesel Fuel	\$ _____	\$ _____
Cost Adder for B2 Blend	\$ _____	\$ _____
Cost Adder for winter B2 Bio-Diesel Blend	\$ _____	\$ _____
Does your firm use metered trucks: Yes _____ No _____		

Optional Bid for year one renewal covering the period of May 1, 2019 to April 30, 2020:

**BID PRICE FOR:** Diesel Fuel Delivered, based on **February 13, 2018** OPIS cost

	<u>Oil Price Information Service</u>	(+ or (-)
	Posting Price	Price
#2D S-15 ULSD On-Road Diesel Fuel	\$ _____	\$ _____
#2D S-15 ULSD Off-Road Diesel Fuel	\$ _____	\$ _____

Cost Adder for B2 Blend                    \$\_\_\_\_\_                    \$\_\_\_\_\_

Cost Adder for winter  
B2 Bio-Diesel Blend                    \$\_\_\_\_\_                    \$\_\_\_\_\_

Optional Bid for year one renewal covering the period of May 1, 2020 to April 30, 2021:

**BID PRICE FOR:** Diesel Fuel Delivered, based on **February 13, 2018** OPIS cost

	<u>Oil Price Information Service</u> Posting Price	(+) or (-) Price
#2D S-15 ULSD On-Road Diesel Fuel	\$_____	\$_____
#2D S-15 ULSD Off-Road Diesel Fuel	\$_____	\$_____
Cost Adder for B2 Blend	\$_____	\$_____
Cost Adder for winter B2 Bio-Diesel Blend	\$_____	\$_____

List any and all deviations from minimum specifications:

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I certify that I am acting as an agent for the firm designated below and that the firm will sell to the Northern Moraine Wastewater Reclamation District the product(s) described herein for the amount specified above. Further, I certify that all exceptions or deviations from the attached detailed specifications are clearly stated in writing and the price quoted shall include all terms specified unless otherwise noted.

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Signature of Authorized Representative

PLEASE TYPE OR NEATLY PRINT THE FOLLOWING INFORMATION

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Name of Authorized Representative

Title

---

Company Name

---

Street Address

---

City

State

Zip Code

---

(Area Code) Phone Number