

INVITATION TO BID

Northern Moraine Wastewater Reclamation District



Diesel Fuel, Delivered

**BID OPENING:
Tuesday, March 7th, 2023
1:15 PM**

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

NORTHERN MORaine WASTEWATER RECLAMATION DISTRICT

CONTRACT FOR

DIESEL FUEL, DELIVERED

BID PACKAGE

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6. Notice of Award (Sample)

NORTHERN MORAINA WASTEWATER RECLAMATION DISTRICT

CONTRACT FOR

DIESEL FUEL, DELIVERED

INVITATION FOR BIDDER'S PROPOSALS

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

1. Invitation to Bid

Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as follows:

General Information

The NMWRD is seeking bids for a twelve (12) month contract, with an option for two (2) twelve (12) month contract extensions, for the purchase and delivery of diesel fuel for on-road and off-road (generators) use.

The bid specifications provided herein shall describe the minimum specifications needed in order to permit prospective qualified vendors the opportunity to bid on a twelve (12) month contract that shall cover the period from May 1, 2023 through April 30, 2024. Two (2), one year contract renewal bid options for the 2024-25 and 2025-26 season are included in the bid documents. The District may choose to exercise the renewal option(s) and will notify the successful bidder of the renewal(s) of the contract no later than March 1, 2024 and March 1, 2025 if the contract is to be extended.

Delivery

Delivery shall be Freight on Board (F.O.B.) to the location stated herein in a transport truck containing loads of approximately two hundred (200) 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

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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(s) 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 2023-2024 contract period is 700 gallons of on road diesel fuel and 50 gallons of off road diesel. These are estimates only and should not be construed as either minimum or maximum quantities.

District Property

All 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.

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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(s)

#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, 2023 and contract prices are listed below:

Olson Services Co. 36 W. Grand Avenue, Suite B Fox Lake, IL 60020	<u>OPIS Price</u>	<u>Cost Adder</u>
Based on Feb 16, 2021 OPIS Cost		
#2D S-15 ULSD On-Road Diesel Fuel	\$1.8430	+ \$0.95
#2D S-15 ULSD Off-Road Diesel Fuel	\$1.8420	+ \$0.95
Cost Adder for B2 Blend		+ \$0.05
Cost Adder for Winter B2 Bio-Diesel Blend		+ \$0.05

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General Requirements

Prices quoted must be valid for minimum of (90) days from the date of the bid opening. Bids will be received by Mohammed Haque, District Manager, at the above address until 1:15PM on March 7, 2023. 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, Delivered"

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@NMWRD.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.

2. **Defined Terms**

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package, as hereinafter defined, and shall have such defined meanings wherever used.

3. **The Bid Package**

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Invitation for Bidder's Proposals;
- (2) General Instructions to Bidders;
- (3) Addenda, if issued;
- (4) Bidder's Proposal;

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- (5) Bidder's Sworn Acknowledgement;
- (6) Bidder's Sworn Work History Statement;
- (7) Other Information Submitted by Bidder, if requested;
- (8) Notice of Award (Sample); and
- (9) Contract (Sample Attached as Separate Document), including all of its Attachments and Appendices, if any.

4. **Inspection and Examination**

The Bid Package may be examined at the office of Owner as listed above. In making copies of the Bid Package available to prospective Bidders, Owner does so only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work, and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal.

5. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until **1:15 pm**, local time, **March 7, 2023**, at Owner's office listed above, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

6. **Bid Security, Bonds and Insurance**

A. **Bid Security**. Each Bidder's Proposal shall be accompanied by a security deposit of ten percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide.

B. **Performance and Payment Bonds**. The successful Bidder may be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the

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Contract, each in the penal sum of the full amount of the Contract Price, on forms provided by, or otherwise acceptable to, Owner.

C. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance as required by the Contract upon award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

DATED this **6th** day of **February 2023**.

NORTHERN MORAINÉ WASTEWATER RECLAMATION DISTRICT

By: 

***District Manager, NMWRD
Mohammed Haque***

NORTHERN MORAINÉ WASTEWATER RECLAMATION DISTRICT

CONTRACT FOR

DIESEL FUEL, DELIVERED

GENERAL INSTRUCTIONS TO BIDDERS

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NORTHERN MORAIN WASTEWATER RECLAMATION DISTRICT

CONTRACT FOR

DIESEL FUEL, DELIVERED

GENERAL INSTRUCTIONS TO BIDDERS

1. Interpretation of Documents Included in Bid Package

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

B. Implied Terms. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. Information Provided by Owner. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by Owner, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.

D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against Owner on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

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If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, such prospective Bidder shall submit to Owner a written request for an interpretation thereof.

2. **Calculation of Unit Price Proposals**

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Owner's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work and shall determine its Price Proposal for each Unit Price Item in light of its own estimate.

3. **Prevailing Wages**

In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract. It is the Bidder's obligation to pay (and require every subcontractor to pay) prevailing wages for each craft or type of work needed to execute the Contract/Proposal in accordance with the Act. The prevailing rates of hourly wages are revised from time to time by the Illinois Department of Labor and are available on the Department's official website at: <https://www2.illinois.gov/idol/laws-rules/conmed/pages/rates.aspx>. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract/Proposal.

4. **Taxes and Benefits**

Owner is exempt from state and local sales, use, and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

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5. **Permits and Licenses**

Except as otherwise expressly provided in Attachment A to the Contract, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

6. **Preparation of Bidder's Proposal**

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in the Bid Package. Entries on the Bidder's Proposal form shall be typed or legibly written in ink. Price Proposals are to be written by words and by figures as provided on the Bidder's Proposal form. In case of any conflict, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to Owner.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefor in the Bidder's Proposal form a listing of all such Addenda.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found these General Instructions to Bidders are satisfied. Any Bidder's Proposal that fails to comply with these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

7. **Contact With District**

Any attempt to directly contact and influence any District Board of Trustees or staff

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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.

8. 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.

9. 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.

10. Documents

Any documents submitted as part of this invitation may be subject to production pursuant to the Freedom of Information Act.

11. Signature Requirements

A. Bidder's Proposals. The following requirements shall be observed in the signing of each Bidder's Proposal:

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(1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.

(2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.

(3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.

(4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signator of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. Other Documents. The signature requirements set forth in Subsection 11A shall apply to all other documents in the Bid Package required to be executed by Bidder.

12. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or Bid Bond as specified in the Invitation for Bidder's Proposals ("Bid Security"), which Bid Security shall stand as a guaranty that (1) Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned within five days after execution of the Contract by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.

C. Liquidated Damages. If a Bidder fails to timely submit all additional information requested by Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed

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to agree that Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of the Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

13. **Submission of Bidder's Proposal**

One copy of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. All Bidder's Proposals received after the time for the opening of bids specified in the Invitation for Bidder's Proposals will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name.

14. **Withdrawal of Bidder's Proposal**

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder, and is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of 60 days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said 60-day period, provided that a request in writing, executed by Bidder, and is filed with Owner after said 60 day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.

15. **Qualification of Bidders**

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

B. **Additional Information.** Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to

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financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.

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

16. Disqualification of Bidders

A. More Than One Bidder's Proposal. Except as otherwise provided herein, no more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested.

B. Collusion. If reasonable grounds exist for believing that collusion exists among any Bidders, all Bidder's Proposals of the participants in such collusion will not be considered.

C. Default. If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

17. Award of Contract

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

B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any

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other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing rejects such Bidder's Proposal.

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within 60 days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 60 day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in these General Instructions to Bidders in order to avoid the need for readvertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

18. Notice of Award; Effective Date of Award

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in the Bid Package has been delivered to the successful Bidder ("Effective Date of Award"). Owner will prepare five copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.

19. Closing of Contract

A. Closing Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and all related documents shall be executed, submitted and exchanged by Owner and Bidder ("Closing") on, the tenth day following the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("Closing Date").

B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign, date as of the Closing Date, and submit to Owner all five copies of the Contract, the Contractor's Certification, and all other required documentation related to the Contract on or before the Closing Date; and (2) submit five executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance.

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 12 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

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In no event will Owner execute the Contract until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract, retain three copies of the completed Contract, and tender two copies to the successful Bidder at the Closing. The successful Bidder shall tender one copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

20. Failure to Close

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 12 above.

B. Subsequent Awards. Upon annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

NORTHERN MORAIN WASTEWATER RECLAMATION DISTRICT

CONTRACT FOR

DIESEL FUEL, DELIVERED

BIDDER'S PROPOSAL

Full Name of Bidder _____ (“Bidder”)

Principal Office Address _____

Local Office Address _____

Contact Person _____ Telephone _____

TO: Northern Moraine Wastewater Reclamation District (“Owner”)
Attn: Mohammed Haque, District Manager
113 Timber Trail
P. O. Box 240
Island Lake, IL 60042

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____, which are securely stapled to the end of this Bidder's Proposal [if none, write “NONE”] (“Bid Package”).

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package (“Work Site”) and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the purchase and delivery of diesel fuel for on-road and off-road (generators) use.; (2) to procure and furnish all permits, licenses and other governmental approvals and

PROPOSAL

authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. **Contract Price Proposal**

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

PROPOSAL

Company Name: _____
Point-of-Contact Name: _____
Point-of-Contact Telephone: _____
Point-of-Contact E-mail: _____

SCHEDULE OF PRICES

Bid Price: (May 1, 2023 through April 30, 2024)

Diesel Fuel Delivered, based on **February 6, 2023 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	\$ _____	\$ _____
Does your firm use metered trucks:	Yes _____	No _____

Optional Second Year: (May 1, 2024 through April 30, 2025)

Diesel Fuel Delivered, based on **February 6, 2023 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	\$ _____	\$ _____

PROPOSAL

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

Optional Third Year: (May 1, 2025 through April 30, 2026)

Diesel Fuel Delivered, based on **February 6, 2023 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:

3. Contract Time Proposal

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "Commencement Date" set forth in Attachment A to the Contract and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in Attachment A to the Contract.

4. Firm Proposal

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to the General Instructions to Bidders.

5. Bidder Representations

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. Surety and Insurance

Bidder herewith tenders surety and insurance commitment letters as specified in the Invitation for Bidder's Proposals.

7. Bid Security

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond as specified in the Invitation for Bidder's Proposals for the sum of _____ dollars (\$_____), which is equal to ten percent of Bidder's Price Proposal ("Bid Security").

8. Owner's Remedies

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

9. Owner's Rights

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in the General Instructions to Bidders.

10. Bidder's Obligations

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this ____ day of _____, 20____.

Attest/Witness: _____
Bidder

By: _____ By: _____

Title: _____ Title: _____

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 11,
FOR SIGNATURE REQUIREMENTS**

NORTHERN MORAIN WASTEWATER RECLAMATION DISTRICT

CONTRACT FOR

DIESEL FUEL, DELIVERED

BIDDER'S SWORN ACKNOWLEDGEMENT

_____ (“Deponent”), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. **Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	_____	_____
Vice President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____

2. **Partnership**

Bidder is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

ACKNOWLEDGEMENT

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. **Individual**

Bidder is an individual whose full name is _____, whose residence address is _____ and whose business address is _____. If operating under a trade or assumed name, said trade or assumed name is as follows: _____.

4. **Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME (and ENTITY TYPE)</u>	<u>ADDRESS</u>
_____()	_____
_____()	_____
_____()	_____

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

ACKNOWLEDGEMENT

DATED this ____ day of _____, 20____.

Attest/Witness: _____
Bidder

By: _____ By: _____

Title: _____ Title: _____

Subscribed and Sworn to
before me this ____ day
of _____, 200_.

My Commission Expires: _____

Notary Public

[SEAL]

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 11,
FOR SIGNATURE REQUIREMENTS**

NORTHERN MORAIN WASTEWATER RECLAMATION DISTRICT

CONTRACT FOR

DIESEL FUEL, DELIVERED

BIDDER'S SWORN WORK HISTORY STATEMENT

_____ (“Deponent”), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder’s Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. **Nature of Business**

State the nature of Bidder's business: _____

2. **Composition of Work**

During the past three years, Bidder's work has consisted of:

___% Federal	___% As Contractor	___% Bidder's Forces
___% Other Public	___% As Subcontractor	___% Subcontractors
___% Private		___% Materials

3. **Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: _____ years

WORK HISTORY STATEMENT

4. **Predecessor Organizations**

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
_____	_____	_____
_____	_____	_____

5. **Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
_____	_____	_____	_____
_____	_____	_____	_____

6. **Related Experience**

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	_____	_____	_____
Owner Address	_____	_____	_____
	_____	_____	_____
Reference	_____	_____	_____
Telephone Number	_____	_____	_____
Type of Work	_____	_____	_____
	_____	_____	_____

WORK HISTORY STATEMENT

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor	_____	_____	_____
(If Bidder was)	_____	_____	_____
(Subcontractor)	_____	_____	_____
Amount of Contract	_____	_____	_____
Date Completed	_____	_____	_____

DATED this ____ day of _____, 20__.

Attest/Witness: _____
Bidder

By: _____ By: _____

Title: _____ Title: _____

Subscribed and Sworn to
before me this ____ day
of _____, 20__ .

My Commission Expires: _____

Notary Public

[SEAL]

**SEE GENERAL INSTRUCTIONS TO BIDDERS
FOR SIGNATURE REQUIREMENTS**

NORTHERN MORAIN WASTEWATER RECLAMATION DISTRICT

CONTRACT FOR

DIESEL FUEL, DELIVERED

NOTICE OF AWARD

CERTIFIED MAIL/RETURN RECEIPT REQUESTED OR PERSONAL DELIVERY

TO: [SUCCESSFUL BIDDER]

[ADDRESS OF SUCCESSFUL

BIDDER]

("Contractor")

FROM: Northern Moraine Wastewater
Reclamation District
113 Timber Trail
P. O. Box 240
Island Lake, IL 60042

("Owner")

On the [] day of [MONTH], [20], Owner found to be most favorable to the interests of Owner the Bidder's Proposal submitted by Contractor and dated on the [] day of [MONTH], [20], in which Contractor proposes to contract with Owner, in the form of the Contract included in the Bid Package to perform the following Work: (1) to provide, perform and complete at the Work Site and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the purchase and delivery of diesel fuel for on-road and off-road (generators) use; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of the Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract.

OWNER ACCORDINGLY AWARDS CONTRACTOR, EFFECTIVE AS OF THE DATE OF DELIVERY OF THIS NOTICE OF AWARD, THE CONTRACT FOR SAID WORK FOR THE LUMP SUM AND/OR UNIT PRICES, AS THE CASE MAY BE, SET FORTH IN THE BIDDER'S PROPOSAL.

A Closing will be held at [: .m.] on the [] day of [MONTH], [20], at the above listed office of Owner at which time the Contract will be executed by Owner provided that

NOTICE OF AWARD

all Conditions Precedent to Closing have been satisfied. Contractor must have complied with all Conditions Precedent to Closing set forth in Section 19 of the General Instructions to Bidders included in the Bid Package, on or before the Closing Date.

The failure or refusal to comply with the Conditions Precedent to Closing on or before the Closing Date or to Close on the Closing Date shall result, at Owner's option, in the imposition of liquidated damages and the annulment of this award, or in Owner's exercise of any or all equitable remedies Owner may have, all as more specifically set forth in the General Instructions to Bidders.

DATED this [] day of [MONTH], [20_].

NORTHERN MORaine WASTEWATER RECLAMATION DISTRICT

By: /s/ ISSUING OFFICER/
District Manager, NMWRD