



REQUESTS FOR BIDS

PETROLEUM FUEL

FOR

THE VILLAGE OF OSWEGO

OSWEGO FIRE PROTECTION DISTRICT

OSWEGO TOWNSHIP

**LEGAL NOTICE**

**INVITATION TO BID**

**TO PROVIDE PETROLEUM FUEL**

Sealed bids for Petroleum Fuel for the Village of Oswego, Oswego Fire Protection District and Oswego Township to be completed by Tuesday, January 19, 2016 must be mailed or hand-delivered to the address listed below by Tuesday, January 19, 2016 at 10:00 a.m. Bids will be publically opened and read aloud at the above stated time and place. Proposals not physically received by the Village by 10:00 a.m. on Tuesday, January 19, 2016 will be returned, unopened to the firm. All proposals should be addressed to:

Village of Oswego  
Re: (vendor name)  
Petroleum Fuel for the Village of Oswego,  
Oswego Fire Protection District and Oswego Township  
Attention: Tina Touchette  
Village Clerk  
100 Parkers Mill  
Oswego IL 60543

Proposal packets are available online at <http://www.oswegoil.com>. The link can be found under the Business & Development tab-Bids & RFP's. Additionally packets can be picked up at the Finance Department, Oswego Village Hall, 100 Parkers Mill, Oswego, Illinois, 60543.

Each bidder is to submit their bid as indicated on the bid sheet provided.

Emailed or faxed bids will not be accepted.

The Village reserves the right to reject any or all bids and to waive any informality in bidding.

Award of Contract: The Village of Oswego Board of Trustees will make the final award of the proposal or contract after it has been reviewed and approved by the Oswego Fire Protection District and the Oswego Township.

Contract: The specifications herein set forth shall constitute the Contract.

# **PETROLEUM FUEL BID**

## **SPECIFICATIONS**

### **1) Definitions**

The Term “Village” whenever used in the contract documents shall be construed to mean the Village of Oswego. The term “Agencies” shall mean the Village of Oswego, Oswego Fire Protection District and Oswego Township, collectively or individually. The terms “Contractor”, “Bidder” and “Vendor” shall mean the entity awarded the Contract contemplated by this bid.

### **2) Scope of Work**

This contract is for the sale and delivery of gasoline and diesel fuel to the Agencies at the addresses indicated in the contract documents.

### **3) Conditions**

The Bidder is responsible for being familiar with all conditions, instructions, and documents governing this project and bid. Failure to make such investigation and preparations shall not excuse the Contractor from performance of the duties and obligations imposed under the terms of this contract. The Bidder acknowledges that local ordinance permits the Village to give preference to local businesses.

### **4) Termination for Force Majeure**

The Village may, by written order, terminate the contract or any portion thereof after determining that for reasons beyond either Village or Contractor control, the Contractor is prevented from proceeding with or completing the work as originally contracted for, and that termination would, therefore, be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, Executive Orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, and restraining orders or injunctions obtained by third-party action where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When this contract, or any portion hereof, is terminated or cancelled by the Village, and the Contractor released before all items of work included in this contract have been completed, payment will be made for the actual number of units delivered at contract unit prices, and no claims for loss of anticipated profits or other damages will be made and are hereby waived.

### **5) Basis of Pavement**

This work will be paid for at the contract unit price per unit for Gasoline, Diesel and additives.

The Agencies will be responsible for F.E.T. tax, IL Environmental Impact Fee, Underground Storage Tax and State Motor Fuel Tax – DX.

## **6) Billing/invoicing**

Billing shall be done on gross gallons.

Taxes are not included in the bid price.

Weekly pricing is Monday to Monday for rack pricing using Chicago, Illinois as the OPIS city.

The contracted award price shall be the contractors mark-up above the weekly low posted rack price in the Chicago area.

All billing and invoicing shall be addressed to each Agency upon delivery:

- a) Village of Oswego, 100 Parkers Mill, Oswego IL 60543
- b) Oswego Fire Protection District, 3511 Woolley Road, Oswego IL 60543
- c) Oswego Township, P O Box 792, Oswego IL 60543

Payment will be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/). The vendor shall submit invoices to the applicable agency upon delivery of the goods. The Agencies will make payment within 30 days of receipt of invoices. Payments will be made via check or credit card. Each Agency will be solely responsible for payment of its invoices.

## **7) Contract Award**

The Village anticipates awarding the contract at the February 2, 2016 Village Board meeting.

## **8) Rejection of Bids**

- a) The Village reserves the right to cancel invitations for bids or requests for proposals without penalty when it is in the best interest of the Village. Notice of cancellation shall be sent to all individuals or entities solicited.
- b) The Village reserves the right to reject any or all bids, to waive any minor informality or irregularity in any bid, to negotiate changes and/or modifications with the lowest responsible bidder and to make award to the response deemed to be the most advantageous to the Village. Bidders shall be required to comply with all applicable federal, state and local laws, including those relating to employment of labor without discrimination on the basis of age, race, color handicap, sex, national origin or religious creed.
- c) Any bid not conforming to the specifications or requirements set forth in the bid request may be rejected.
- d) Bids may also be rejected if they are made by a bidder that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

## 9) Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend, save and hold the Agencies, their trustees, officers, employees, agents, attorneys and lenders (collectively the "Indemnitees") harmless from and against all loss and expense (including, but not limited to, reasonable attorney's fees and other costs and expenses) by reason of any liability or allegation of liability, against the Indemnitees, or any of them, for damages because of property damage or bodily injury, occupational sickness or disease, including death, resulting therefrom, caused or alleged to be caused by the Contractor or its employees or agents, while engaged in the performance of duties under this Contract, however such injuries may be caused, whether attributable to a breach of statutory duty or administrative regulation or otherwise, or damage or injury, directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the work or the failure to protect the delivery site, or the travel to or from the site. Without limiting the generality of the foregoing, the defense and indemnity set forth in this section includes, subject only to the limitations contained in this section, all liabilities, damages, losses, claims, demands and actions on account of bodily injury, death or property loss to an Indemnatee or to any other person or entities, whether based upon, or claimed to be based upon, statutory, contractual, tort or other liability of any Indemnatee. In addition, such defense and indemnity shall include all liabilities, damages, losses, claims, demands and actions for defamation, false arrest, malicious prosecution or any other infringement or similar rights.

The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnatee for its own negligence, to the extent not permitted by law or to eliminate or reduce any other indemnification, right or remedy which the Agencies are otherwise entitled to assert.

## 10) Insurance Requirements

The Contractor will be required to meet the Village of Oswego insurance requirements. Unless otherwise specified the Contractor shall, before commencing satisfactory to the Village of Oswego an additionally named insured in the following minimum amounts with specific coverage which includes underground, explosion, and collapse.

Property Damage	\$1,000,000 (each accident)
Bodily Injury	\$500,000 (each person)
	\$1,000,000 (each accident)
Workmen's Compensation Insurance:	All Liability imposed
	Workmen's Compensation stature
Employer's Liability Insurance	\$100,000
Contractual Liability Insurance	\$500,000
Completed Operations Insurance	\$500,000
Owned, Hired, and Non-Ownership	
Vehicle Bodily Injury and Property	
Damaged to the following Limits	

### **11) Ineligible Contractors or Vendors**

The Contractor shall certify their review of the village debarment list found at [www.oswegoil.org](http://www.oswegoil.org) and to further comply with all provisions of Title 1-16-16 of the Village Code. Each proposal, bid or quotation must also include a listing of all intended subcontractors.

Bids received from any listed contractor in response to an invitation for bids shall be entered on the abstract of bids and rejected. Proposals, quotations, or offers received from any listed contractor shall not be evaluated for award or included in the competitive range, nor shall discussions be conducted with a listed offer or during a period of ineligibility. If the period of ineligibility expires or is terminated prior to award, the village may, but is not required to, consider such proposals, quotations, or offers.

### **12) Compliance with Laws and Regulations**

In connection with the performance of the work, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligation or duty upon the Contractor.

### **13) Contract Term**

The contract is February 3, 2016 through December 31, 2016. All fuel shall be delivered to the respective Agencies by December 31, 2016. Renewal Option: The contract shall be for an eleven month period, but may be extended on a yearly basis, January 1 – December 31 at the option of the Agencies in their sole and absolute discretion, for up to two additional years, on the terms in the bid document submitted in response to the request for proposal.

### **14) Delivery**

- a) Fuel is to be delivered to:
  - i) Village of Oswego
    - (1) Public Works, 100 Theodore Dr., Oswego IL
    - (2) Occasionally to offsite standby generators at:
      - 245 Lennox Drive
      - 378 Ogden Falls Blvd.
      - 3700 Grove Road
      - 700 Yoakum Blvd.
      - 700 Cole Avenue
      - 6701 Tuscany Trail
      - 5031 Carpenter Avenue
  - ii) Oswego Fire Protection District, 3511 Woolley Road, Oswego IL
  - iii) Oswego Township, 1150 Route 25, Oswego IL
- b) The average load sizes are 500 gallons for diesel and 1,000 gallons for gasoline.
- c) The deliveries are tank wagon.
- d) The vendor shall supply a pump to transfer fuel into the tanks.
- e) A meter truck is required.
- f) Delivery hours are between 7:00 a.m. and 2:30 p.m. Monday through Friday.
- g) The vendor shall check the tank on a weekly basis and fill the tank before it gets below 50% full.

- h) The AGENCY will notify the vendor of additional fills in emergency situations. These emergency orders must be filled within 6 hours.
- i) All loads shall be split by product.

### 15) Tanks

- a) All tanks are above ground.
- b) Tank sizes and ownership are:
  - i) Village of Oswego
    - (1) Diesel - 1,000 gallons
    - (2) Gasoline - 1,500 gallons
    - (3) Tanks owned by the Village
  - ii) Oswego Fire Protection District
    - (1) Diesel - 1,000 gallons
    - (2) Gasoline - 500 gallons
    - (3) Tanks currently supplied by vendor
  - iii) Oswego Township
    - (1) Diesel - 1,000 gallons
    - (2) Gasoline - 1,000 gallons
    - (3) Tanks owned by Township

Premium #2 ULS diesel fuel is for pricing.

### 16) Quantity Requirements

**The Agencies estimate the following quantities may be needed during the life of this contract:**

- a) Estimated Quantities
  - i) Village of Oswego
    - (1) 16,000 gallons of Ultra Low Sulfur Diesel Fuel
    - (2) 14,000 gallons of 87 octane gasoline
  - ii) Oswego Fire Protection District
    - (1) 23,000 gallons of Ultra Low Sulfur Diesel Fuel
    - (2) 5,000 gallons of 87 octane gasoline
  - iii) Oswego Township
    - (1) 8,000 gallons of Ultra Low Sulfur Diesel Fuel
    - (2) 6,000 gallons of 87 octane gasoline
- b) Decreases to Estimated Quantities: The quantities heretofore identified are estimated only. The Agencies reserve the right to decrease the amount of fuels purchased under this contract with no penalties, fees, or additional charges.

## 17) Material

### a) 87 Octane Unleaded Gas

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

### b) Ultra Low Sulfur Diesel Fuel

ULS Diesel Fuel must be a high quality ULS Bio-Diesel (B2) blend. Diesel Fuel will be seasonally and geographically blended for low temperature and performance, as to ensure a low cloud point and pour point.

Diesel Fuel must have:

- i) Specifications per ASTM D975 S15
- ii) A dispersant to guard against clogging filters
- iii) An extra lubricity added
- iv) Glycol Ether to shed water
- v) An antioxidant for storage life
- vi) A metal deactivator to suppress gum and varnish
- vii) A corrosion inhibitor
- viii) A low sulfur content, .05 wt. % maximum
- ix) Must be blended with a minimum 2% pure Bio-Diesel (Specifications per ASTM D6751- 08 Standards for S15 Grade)
- x) Winter blend shall be with ULSD #1 per ASTM specifications

## Bid Sheet

All Bidders shall state their contract price per gallon from February 3, 2016 through December 31, 2016.

**Renewal Option:** The contract shall be for an eleven month period, but may be extended on an annual basis at the option of the Agencies in their sole and absolute discretion, for up to two additional years, on the terms in the bid document submitted in response to the request for proposal.

All Bidders shall use low Posted Rack Fuel State of Illinois pricing, OPIS or equal service. Price set is from 10:00 a.m. Monday through 10:00 a.m. the following Monday.

Your price over weekly posted price:

Gasoline \_\_\_\_\_ \$ above Rack Price (2016)

**Option years:**

\_\_\_\_\_ \$ above Rack Price (2017)

\_\_\_\_\_ \$ above Rack Price (2018)

#2 Diesel \_\_\_\_\_ \$ above Rack Price (2016)

**Option years:**

\_\_\_\_\_ \$ above Rack Price (2017)

\_\_\_\_\_ \$ above Rack Price (2018)

#1 Diesel \_\_\_\_\_ \$ above Rack Price (2016)

**Option years:**

\_\_\_\_\_ \$ above Rack Price (2017)

\_\_\_\_\_ \$ above Rack Price (2018)

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

PRINTED NAME \_\_\_\_\_

SIGNED \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

DATE \_\_\_\_\_

IN WITNESS WHEREOF, in consideration of the mutual covenants recited herein the bid agreement of which is mutually acknowledged, the duly and properly authorized representatives of the Parties have agreed to and executed this Agreement on the dates listed below.

**VILLAGE OF OSWEGO**

**OSWEGO FIRE PROTECTION DISTRICT**

By: \_\_\_\_\_  
Village President

By: \_\_\_\_\_  
President, Board of Trustees

ATTEST:

ATTEST:

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Secretary, Board of Trustees

DATE: \_\_\_\_\_, 2016

DATE: \_\_\_\_\_, 2016

**OSWEGO TOWNSHIP**

By: \_\_\_\_\_  
President, Board of Trustees

ATTEST:

\_\_\_\_\_  
Secretary, Board of Trustees

DATE: \_\_\_\_\_, 2016

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

\_\_\_\_\_  
(Printed Name of Contractor)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dan Di Santo, Village of Oswego Administrator

\_\_\_\_\_  
Date

Attest \_\_\_\_\_

Title \_\_\_\_\_

### NON-COLLUSION CERTIFICATE

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation 720 ILCS 5/33E concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts.

\_\_\_\_\_  
(Printed Name of Contractor)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ELIGIBLE CONTRACTOR AND SUBCONTRACTOR CERTIFICATE**

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation of either State Law or Section 1-19-16 of The Village Code regarding ineligible contractors.

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(Printed Name of Contractor)

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Address

---

City

State

Zip Code

---

Signature of Authorized Representative

---

Title

Date

**CONTRACTOR BID AGREEMENT**

TO: Village of Oswego  
100 Parker's Mill  
Oswego, IL. 60543

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

Bidder certifies this bid to be for the project described in the Instruction to Bidders document and to be in accordance with plans, specifications and Contract documents, including the invitation for bids.

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

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_