

ROCK RIVER WATER RECLAMATION DISTRICT
NOTICE
INVITATION TO BID

UNLEADED GASOLINE AND DIESEL FUELS SUPPLY

The Rock River Water Reclamation District will receive sealed, signed bids for **Unleaded Gasoline and Diesel Fuels Supply** at the District's offices, 3501 Kishwaukee Street, until 2:00 P.M. on February 5, 2019.

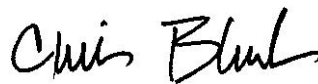
The scope of this bid involves furnishing and delivering the District's **Unleaded Gasoline and Diesel Fuels Supply**.

No bid shall be withdrawn after the opening of bids without consent of the Rock River Water Reclamation District for a period of 60 days after the scheduled time of receiving bids.

Copies of the Invitation to Bid for review purposes only are available through the Rock River Water Reclamation District web site, www.rwrwd.dst.il.us. Bid documents for submittal are available by contacting Melinda Roach at the Rock River Water Reclamation District, 3501 Kishwaukee Street, Rockford, Illinois, 61109 (815) 387-7425.

Request for information related to this bid should be directed to Terry Stoll, Supporting Services Supervisor of the Rock River Water Reclamation District, 3501 Kishwaukee Street, P.O. Box 7480, Rockford, IL 61126-7480; telephone 815-387-7588.

The District will confirm any award decision in writing, to the successful bidder.



Chris Black
Business Manager
Rock River Water Reclamation District

GENERAL SPECIFICATIONS AND INSTRUCTIONS

INVITATION TO BID

UNLEADED GASOLINE AND DIESEL FUELS SUPPLY

2.1 Bid Preparation

Where applicable, the bidder shall submit his bid on the forms the District provides in this document. **The bidder shall complete all applicable blanks.** He may submit additional information, as he believes necessary on his stationery, under signature of the authorized representative who completes this document's forms.

If this Invitation to Bid contains inconsistencies between sections, Section III - Detailed Specifications shall supersede Section II - General Specifications, which shall supersede Section I - Notice. **No warranty is made or implied as to information contained in these specifications.**

An authorized officer or individual must sign the bid. Authorized signature must be the individual owner of a proprietorship, a general partner of a partnership, or the corporation officer who is authorized to sign for a firm and whose title is affixed

All prices and notations shall be in ink or typewritten. The bidder may cross out mistakes and type corrections adjacent to the point of error. The person who signs the bid shall initial such corrections, in ink. **If the District finds a bidder's entry to be illegible, at its sole discretion, it may reject the bid.**

2.2 Submission of Bids

The District **will not** receive bids in electronic format or by facsimile. The bidder shall return his bid in a sealed envelope, clearly marked as "**Bid No. 19-205: Unleaded Gasoline and Diesel Fuels Supply**". **The District can not ensure that the sealed bid will not be prematurely opened if the bidder does not clearly identify his bid envelope.**

Mailing labels should be addressed to:
Rock River Water Reclamation District
P.O. Box 7480
Rockford, IL 61126-7480

Bids sent via package delivery service should be addressed to:
Rock River Water Reclamation District
3501 Kishwaukee Street
Rockford, IL 61109

If the bidder chooses to hand-deliver his bid, he shall deposit it with the Main Entrance Receptionist, 3501 Kishwaukee Street, Rockford, IL 61109, between the hours of 8:00 A.M. and 4:30 P.M.

2.3 Taxes

The District is exempt, by law, from paying bidder Federal Excise Tax and Illinois Retailers' Occupational Tax. Therefore, the bidder shall exclude those taxes from his bid. The District's tax exemption number is E9992-3696-07. The bidder shall include all applicable taxes in his bid price.

2.4 Withdrawal of Bids

At any time prior to the scheduled bid opening, the bidder may withdraw his bid. In order to do so, he shall submit a written request to the Business Manager.

2.5 Laws and Regulations

The bidder who is awarded the contract shall comply with all laws of the United States of America, the State of Illinois, and all lawful regulations of the Rock River Water Reclamation District and the respective cities and villages in which the professional service, material or equipment supplied is to be performed respecting labor and compensation and all other statutes, ordinances, rules and regulations applicable and having the force of the law.

2.6 Terms

A. Payments to the Successful Bidder. If the District receives an acceptable invoice for conforming service, material or equipment prior to the fifth day of the month, the District shall issue payment before the fifth day of the succeeding month. If received on or after the fifth day of the month, payment will be issued the following month.

B. Default. In case of default, the District will procure the service, material, or equipment described in this Invitation to Bid from other sources. The District shall hold the defaulting successful bidder responsible for any excess cost incurred. The defaulting successful bidder shall make such payment no more than 60 calendar days after the District notifies him, in writing, of such an occurrence.

C. Brand Substitutions. Bids will be considered for items complying substantially with specifications, provided deviations to the specifications are stated and items are described in detail. When offering alternate products, it is the responsibility of the bidder to outline alternatives and provide performance and technical data for evaluation. The Rock River Water Reclamation District will be the sole judge of whether such alternates are equivalent to the items specified. The District reserves the right to waive immaterial variations in the specifications.

D. Delivery Hours. Unless otherwise specified, all items must be delivered to: the Rock River Water Reclamation District, 3333 Kishwaukee Street, Rockford, Illinois, 61109, Monday through Friday, between the hours of 7:30 A.M. and 3:00 P.M., excluding holidays.

E. F.O.B. Point and Shipping Charges. All prices shall be quoted F.O.B. destination, Rock River Water Reclamation District, Rockford, Illinois. All shipping, handling and freight charges must be included in the bid amount.

F. Use of District Name Prohibited. In the absence of the District's written permission, the successful bidder shall not use the District's name in any form or medium of public advertising.

2.7 Investigation

It shall be the responsibility of the bidder to make any and all investigations necessary to become thoroughly informed of what is required and specified in 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 necessary examinations and investigations will be accepted on a basis for varying the requirements of the District or the compensation of the bidder.

2.8 Addenda

If the District issues written addenda, such addenda shall become part of the contract documents. The District will distribute the addenda:

- A.** Not less than 3 working days prior to the bid opening date;
- B.** Via email, mail or facsimile transmission;
- C.** To each recipient of the specifications, at either the:
 - 1. Email address bidder provided;
 - 2. Address to which the District mailed the original bid document;
 - 3. Corrected address the prospective bidder subsequently furnished; or
 - 4. Facsimile number the prospective bidder sent the District.

In the absence of the prospective bidder's written notice of his email address or facsimile number, the District will provide addenda via mail.

A bidder that does not receive the District's addenda, and who has previously submitted a bid, shall not be relieved from any obligation in the bid he submitted.

2.9 Contract Form Completion

No more than 10 business days following the contract award, the successful bidder shall submit a completed Contract Form to the District's Business Manager. The Contract Form is part of this Invitation to Bid. By their mutual agreement, the successful bidder and District may supplement this contract form or replace it with an alternative document. If the successful bidder fails to complete the agreed upon Contract Form within the specified time, he shall be in material default.

2.10 Contract Termination

A. Bidder's Unacceptable Performance. If the successful bidder fails to perform services in conformity with this Invitation to Bid, the District shall notify him in writing. If the successful bidder fails to correct the performance deficiency to the District's satisfaction within five working days after he receives the District's notice, he shall be in default. If the same performance deficiency recurs despite the District's notification and the successful bidder's temporary correction, the successful bidder shall likewise be in default. The District may, at its sole discretion, terminate the **Unleaded Gasoline and Diesel Fuels Supply** contract with the defaulting successful bidder, and remedy the matter under provisions set forth in Section 2.6B of this Invitation to Bid.

B. District's Action Following Contract Termination. If the contract is terminated, the District may, at its sole option:

1. request new **Unleaded Gasoline and Diesel Fuels Supply** bids or
2. designate the next-low bidder to provide **Unleaded Gasoline and Diesel Fuels Supply**, provided that said next-low bidder agrees to his original bid terms.

The District may repeat this option until it obtains an acceptable **Unleaded Gasoline and Diesel Fuels Supply** contract.

2.11 Deliveries

The successful bidder shall ship all merchandise as follows: F.O.B. Rock River Water Reclamation District, 3333 Kishwaukee Street, Rockford, Illinois, 61109, freight paid by seller, or F.O.B. Rock River Water Reclamation District, 208 Snow Avenue, Rockford, Illinois, 61111, or F.O.B. other Winnebago County locations the District designates. All deliveries shall conform to the requirements stated in this Invitation to Bid. The successful bidder shall deliver all merchandise without spillage. He shall immediately clean up any accidental spillage, using USEPA and Illinois EPA approved methods, notify the Illinois Emergency Management Agency (217-782-7860), and shall compensate the District for any and all spillage-related losses, injuries, or expenses. The successful bidder shall make such compensation within 60 days of the District's written notice explaining the loss.

In the unlikely event that the District is picketed by its employees or by a third party, or if any labor-management dispute between the District and its employees or third parties becomes known to the successful bidder, then in such event and during the course of any such picketing or labor-management dispute, the successful bidder shall continue to carry out the terms and conditions of this contract as if such pickets were not present or such labor-management dispute did not exist.

Time of delivery is part of the District's consideration of each bid.

2.12 "No Bid" Response Form

In the event you elect not to bid, please fill out and return the attached "No Bid" form.

2.13 Indemnification Clause

Successful respondent/contractor shall protect, indemnify, hold and save harmless and defend the District, its officers, officials, employees, volunteers, and agents against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees, officers, independent contractors, or subcontractors of the successful respondent/contractor or District, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the successful respondent/contractor or subcontractor, whether such loss, damage, injury, or liability is contributed to by the negligence of the District or by premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that the successful respondent/contractor shall have no liability for damages or the costs incident thereto caused by the sole negligence of the District.

The indemnification shall not be limited by a limitation on amount or type of damages payable by or for the successful respondent/contractor or its subcontractor under any employee benefits act including, but not limited, to the Workers' Compensation Act.

No inspection by the District, its employees, or agents shall be deemed a waiver by the District of full compliance with the requirements of the Contract. This indemnification shall not be limited by the required minimum insurance coverage in the Contract.

2.14 Force Majeure

The obligations of either the District or the successful bidder shall be suspended during the time as such party is prevented from complying therewith in whole or in part because of any cause, except financial, beyond the reasonable control of such party. In the event of either the District or the successful bidder being rendered unable wholly or in part by force majeure to carry out its obligations under the **Unleaded Gasoline and Diesel Fuels Supply** contract, other than to make payments due, it is agreed that on such party giving notice and full particulars of such force majeure in writing to the other party as soon as possible after the occurrence of the cause relied on, then the obligations of the parties insofar as they are affected by such force majeure shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch.

2.15 Insurance

A. The successful respondent/contractor shall, for the duration of the contract, maintain the following:

General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

Auto Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including coverages for owned, hired or non-owned vehicles, as applicable.

Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by statute and Employers' Liability limits of \$500,000 per accident and \$500,000 per disease.

Umbrella: \$2,000,000 per occurrence/aggregate.

The policies shall contain, or be endorsed to afford Contractual Liability coverages for the following provisions in the General Liability and Automobile Liability coverages:

1. The District, its officers, officials, employees, and volunteers shall be covered as additional insureds as respects liability arising out of activities performed by or on insured's general supervision of the successful respondent/contractor, products and completed operations of the successful respondent/contractor, premises owned, occupied or used by the successful respondent/contractor, or automobiles owned, leased, hired, or borrowed by the successful respondent/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees,

volunteers, or agents.

2. The successful respondent's/contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the District, its officers, officials, employees, volunteers, or agents shall be in excess of the successful respondent's/contractor'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 officers, officials, employees, volunteers, or agents.

The successful respondent's/contractor'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.

B. Proof of Insurance – Certificate of Insurance. No more than 10 calendar days subsequent to the District's issuance of an award letter and no later than 30 days before commencement to work, the successful respondent/contractor shall provide documentation including a Certificate of Insurance to prove that it has obtained all required insurance and bonds. The District shall be the sole judge as to the acceptability of any such proof.

C. Correction of Successful Bidder's Insurance Deficiencies. If the District determines that the successful bidder's insurance or documentation does not conform to these specifications, the District shall inform said bidder of the non-conformity. If said bidder fails to provide conforming insurance or documentation within five calendar days of the District's notice, he shall be in default.

D. Best's Ratings.

1. **Alphabetical Rating.** For purposes of this Request for Bids, "insurer" shall mean any surety, insurance carrier, or other organization which proposes to provide an insurance policy or bond for the successful respondent/contractor. No insurer or surety rated lower than "A-," **Excellent**, in the current Best's Key Rating Guide shall be acceptable to the District.

2. **Financial Size Rating.** Provided an insurer's alphabetical rating is satisfactory, the District will examine said insurer's financial size rating.

a) If Best classifies the insurer XII or larger, said insurer shall be acceptable to the District.

b) If Best classifies the insurer as smaller than XII, but larger than VI, said **insurer shall be submitted to the District's Business Manager and/or the District's insurance consultant for review.**

Financial Size ratings less than VII are not acceptable and will disqualify the respondent/contractor.

E. Suitability of Insurance. The District shall be the sole judge of whether an insurer's rating is satisfactory. The District's decision shall be final and the District's bidding procedures contain no appeal provision.

2.16 Responsive/Responsible Bidder

A. Evaluation of Responsiveness. The responsiveness of bidders will be judged on the basis of the completeness of the bid submitted. To be responsive, a Bid must be submitted on the forms provided as part of the Bid Documents and comply with all the requirements of the Invitation to Bid.

B. Evaluation of Responsibility. To be judged as responsible, the bidder shall:

1. Have adequate financial resources for performance, the necessary experience, organization, technical qualifications, and facilities, or a firm commitment to obtain such by subcontracts;
2. Be able to comply with the required completion schedule for the project;
3. Have a satisfactory record of integrity, judgment, and performance, including, in particular, any prior performance on contracts from the District;
4. Have an adequate financial management system and audit procedures, that provide efficient and effective accountability and control of all property, funds, and assets;
5. Conform to the civil rights, equal employment opportunity and labor law requirements of the Bid Documents.

FOR REVIEW PURPOSES ONLY

DETAILED SPECIFICATIONS

INVITATION TO BID

UNLEADED GASOLINE AND DIESEL FUELS SUPPLY**3.1 Purpose**

This Section contains a detailed description so that qualified bidders may submit formal **Unleaded Gasoline and Diesel Fuels Supply** bids.

3.2 Minimum Requirements

A. Contract Duration. The District requests bids to provide the District's **Unleaded Gasoline and Diesel Fuels Supply** for a:

- **Base Bid:** 12-month period, beginning at 12:00 A.M. on May 1, 2019 and continuing through 11:59 P.M. on April 30, 2020 (Base Bid);
- **Alternate A:** 24-month period, beginning at 12:00 A.M. on May 1, 2019 and continuing through 11:59 P.M. on April 30, 2021 (Alternative A);
- **Alternate B:** 36-month period, beginning at 12:00 A.M. on May 1, 2019 and continuing through 11:59 P.M. on April 30, 2022 (Alternative B).

The bidder **must** submit a bid for the base bid. He **may** submit bids for Alternative A and/or Alternative B. The District, at its sole discretion, may award Alternative A or B, if it is determined that the alternative offers optimum prices or other advantages. The District encourages bidders to bid on all three alternatives. Whenever referenced in this document, "contract year" means a 12-month period beginning on May 1 and extending through the subsequent April 30, within the 12-, 24-, or 36-month contract term to which the District and successful bidder might agree.

The District will select the base bid or one of the above alternatives and the successful bidder shall provide the District's **Unleaded Gasoline and Diesel Fuels Supply** for that period of time. By their mutual written contract, the District and the successful bidder may extend the **Unleaded Gasoline and Diesel Fuels Supply** contract beyond the termination date of the contract for up to three additional years

B. Sampling and Testing.

- 1. General Sampling Procedures.** At any time during the contract period, the District, at its sole discretion, may analyze any **Unleaded Gasoline and Diesel Fuel**. Up to ten (10) working days following the delivery of any fuel, the District may designate an independent laboratory to conduct the analysis. If the analysis indicates that any fuel fails to conform to these specifications, the successful bidder shall remove such fuel at his expense, no more than two (2) working days after the District issues him a written notice that the fuel is not acceptable. At its sole discretion, the District may withhold payment for non-conforming fuel.

2. **Unacceptable Fuel.** If the successful bidder makes a second delivery to replace non-conforming fuel, and the second delivery is non-conforming, the successful bidder shall be in material default and the District may cure the default as set forth in this Invitation to Bid.
3. **Procedure Details.** In the event that the District chooses to extract a test sample, the District shall do so in the following manner:
 - a. All samples shall be extracted directly from the Vendor's tank.
 - b. All samples shall be placed in District owned vessels. Test Vessels shall be new or well cleaned 1 gallon "gasoline" cans.
 - c. A District representative and the successful bidder's driver shall both sign an appropriate document indicating the nature of the sample.
4. **Damage and Costs Caused by Non-Conforming Fuel.** If the District suffers any loss because successful bidder's fuel fails to conform to these specifications, the District shall inform the successful bidder in writing. The successful bidder shall reimburse the District for any and all such losses no more than 60 days after the District issues the written notice of loss.

C. Quantity. The quantity during a 12-month contract year, if any, of **Unleaded Gasoline and Diesel Fuels** shall depend completely on District needs, and **the District makes absolutely no warranty as to the quantity, if any, of Unleaded Gasoline and Diesel Fuels it will purchase from the successful bidder.** Based on previous usage patterns, the bidder might expect to furnish the District the following fuel amounts:

Unleaded Gasoline	45,000 Gallons
Dyed Diesel Fuel for Off-Road Use	15,000 Gallons
Diesel Fuel for Highway Use	60,000 Gallons

Any purchases the District makes under this contract shall be in **Transport Load** lots. Transport Loads may be composed of appropriately separated combinations of both of the fuels specified in this bid, or full loads of one fuel. In no event shall Transport Loads be less than 5,000 gallons or more than 8,500 gallons.

D. Quality. All fuel that the successful bidder provides shall conform to all applicable industry standards, specifications, and regulations for the specific grade and type of fuel, dyed in conformity with all applicable laws and regulations.

1. Unleaded gasoline shall be of octane no lower than 87. Unleaded gasoline should contain a maximum of 10% ethanol.
2. Ultra Low sulfur for **off highway** use shall be dyed in conformity with all regulations necessary for the District to purchase the fuel. The District will execute an excise tax exemption certificate.
3. Ultra S15 low sulfur biodiesel fuel for **use in motor vehicles** shall be clear in conformity with all regulations necessary for the District to purchase the fuel. District will execute an excise tax exemption certificate.

E. Bid Price

1. Bid price shall be based on OPIS Gross Rockford Low (Oil Pricing Information System) wholesale price for Monday, January 14, 2019, entered on the attached Bid Form. The bidder shall enter the transportation and delivery costs plus profit. The date means the date establishing the actual price base, not the publication date of OPIS.
2. No changes in the bid prices will be accepted by the District during the term of this contract except to accommodate fluctuations in OPIS Gross Rockford Low prices.
3. Amount of price increase shall never exceed the exact amount of upward rise in the OPIS Gross Rockford Low price. The successful bidder shall immediately notify the District of downward changes in the prices and shall pass on to the District such price decrease, which shall be not less than the actual amount of decrease in the price.
4. In the event of price fluctuations as described above, invoicing shall be at price in effect at the time of delivery, not at the time of billing. A COPY OF OPIS GROSS ROCKFORD LOW MUST ACCOMPANY INVOICE SO NEW PRICES CAN BE VERIFIED. FAILURE TO SUBMIT COULD DELAY PAYMENT.
5. Successful bidder agrees that his transportation and delivery costs plus profit, as bid, shall remain firm throughout the period of this contract, regardless of any posted price or OPIS Gross Rockford Low fluctuations.
6. At its sole discretion, the District will select between the Base Bid and Alternatives A and B, and will award the **Unleaded Gasoline and Diesel Fuels Supply Contract** to the low bidder for the alternative selected.

F. Taxes. Based on the Omnibus Budget Reconciliation Act (P.L. 103-66), enacted in August of 1993, it is the District's understanding that state or local governments are exempt from **federal excise taxes** on fuel. Current rates for the taxes from which state and local governments are exempt are:

1. Diesel fuel tax @ \$0.244/gal
2. Gasoline fuel tax @ \$0.184/gal.

The rules regarding gasoline taxation and diesel fuel taxation are not the same. The 1993 Omnibus Budget Reconciliation Act included provisions to:

1. Change the collection point on diesel fuel excise tax so that the tax will be collected in the same manner as the excise tax on gasoline,
2. Allow diesel fuel dyed in accordance with IRS regulations to be sold at a tax-excluded price if the fuel is for a nontaxable use such as the exclusive use of a state or local government.

Effective October 1, 1994, state and local governments may purchase properly dyed diesel fuel at a tax-excluded price, using dye for ultra low sulfur fuels for **off highway** use and for ultra S15 low sulfur diesel fuel for **use in motor vehicles**.

It is the District's understanding that state and local governments do **not** need an **exemption certificate** to purchase **dyed** diesel fuel. However, the **vendor** of dyed fuel must provide a notice reading: "**DIESEL FUEL, NONTAXABLE USE ONLY, PENALTY FOR TAXABLE USE**" to all **receivers and buyers** of such fuel. The vendor must likewise affix the notice to all of the following documents pursuant to the sale or removal of such fuel:

1. Shipping papers
2. Bills of lading
3. Invoices
4. All papers connected with the purchase.

The vendor must likewise post the notice on any retail pump where dyed diesel fuel is sold. **Any fuel the District purchases under this contract must be dyed in conformity with any and all applicable laws and regulations.**

This summary of Federal Excise tax regulations and procedures is not exhaustive nor is it necessarily correct in every detail. The successful bidder shall be fully responsible to ensure compliance with any and all applicable regulations, laws, and procedures, and shall likewise provide the District with any and all necessary forms.

G. Delivery

1. The successful bidder shall deliver **Unleaded Gasoline** by depositing in the designated tanks at the Rock River Water Reclamation District's Maintenance Building, 3333 Kishwaukee Street, Rockford, Illinois, 61109.
2. As directed by the District, the successful bidder shall deliver **Diesel Fuel** to the following locations, in quantities specified by the District:
 - a. Snow Avenue Pumping Station, 208 Snow Ave., Rockford, Illinois, 61111;
 - b. The designated tanks at the Rock River Water Reclamation District's Maintenance Building, 3333 Kishwaukee St., Rockford, IL 61109;
 - c. Ohio Generator Facility located at District's plant, 3333 Kishwaukee St., Rockford, IL;
 - d. Other locations as directed by the District.

District recommends the use of B5 Biodiesel when available. If available, the District will accept up to B5 Biodiesel.

3. As directed by the District, the successful bidder shall deliver **S15 (Ultra low sulfur diesel – ULSD)** to the following locations, in quantities specified by the District:
 - a. 3333 Kishwaukee Street, Rockford, IL 61109
 - b. Other locations as directed by the District

4. The successful bidder shall coordinate all deliveries by contacting Terry Stoll, District Supporting Services Supervisor, at least 24 hours before the proposed delivery.
5. The successful bidder shall make all deliveries F.O.B. to the destinations indicated above, no more than five (5) calendar days after an authorized District representative requests such delivery.
6. For any given week, the successful bidder shall make authorized deliveries between 7:30 A.M. and 3:00 P.M., Monday through Friday, except on a District holiday. The District holiday schedule is subject to change. The scheduled holidays for the current fiscal year (5/1/2019 through 4/30/2020) are as follows:

Memorial Day	Veterans Day	Christmas Day
Independence Day	Thanksgiving Day	New Year's Day
Labor Day	Friday after Thanksgiving	Presidents' Day
Columbus Day	Christmas Eve Day	Good Friday

7. All delivery procedures and transportation systems shall meet all applicable ICC and DOT requirements.

H. MSDS Sheets. The successful bidder shall furnish the District with at least one Material Safety Data Sheet for Unleaded Gasoline and Diesel Fuels. Containers shall be properly marked in **accordance with the Toxic Substance Disclosure to Employees Act (PA83-240)**.

3.3 Questions

Interested parties may direct questions concerning this Invitation to Bid to Terry Stoll at 815-387-7588. The District will not interpret specifications for individual bidders. If the District determines that the specifications need clarified or revised, it will issue an addendum to all prospective bidders.

IV

BID FORM

INVITATION TO BID

UNLEADED GASOLINE AND DIESEL FUELS SUPPLY

TO: BOARD OF TRUSTEES
ROCK RIVER WATER
RECLAMATION DISTRICT
P. O. Box 7480
ROCKFORD, ILLINOIS 61126-7480

FROM: _____
(Individual, Partnership or Corporation)

(Address of Individual/Partnership/Corporation)

Trustees:

I (We) the undersigned hereby propose to furnish **Unleaded Gasoline and Diesel Fuels Supply** in compliance with the attached Introduction, General Specifications and Instructions, Detailed Specifications, Bid Form, Fair Employment Practices Affidavit of Compliance Form, Forms of Affidavit, and Contract Form.

The Undersigned also affirms and declares:

A. That he (they) has (have) examined and is (are) familiar with all the related contract documents and found that they are accurate and complete and are approved by the undersigned.

B. That he (they) has (have) carefully examined the scope of the required service, materials or equipment supplied, and that, from his (their) own investigation, has (have) satisfied himself (themselves) as to the nature and location of the delivery point, the character, quality and quantity of material, and the kind and extent of equipment and other facilities needed for the performance of the service and provision of the material, the general and local conditions and all difficulties to be encountered, and all other items which may, in any way, affect the service, materials or equipment supplied or their performance.

C. That this bid is made without any understanding, contract or connection with any other person, partnership, or corporation making a bid for the same purposes, and is in all respects fair and without collusion or fraud; and that he (they) is (are) not barred from bidding as a result of a bid-rigging or bid-rotating conviction.

D. All goods and services provided in response to this request will be produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

E. The firm which I (we) represent complies with all applicable requirements of the Americans with Disabilities Act (ADA), the Occupational Safety and Health Act (OSHA), rules and regulations of the US Department of Transportation (DOT), and the Federal Drug Free Work Place Act. If said firm is awarded a contract to provide the District's **Unleaded Gasoline and Diesel Fuels Supply**, it will:

1. complete all OSHA, ADA, and DOT required supervisory, employee and customer training,
2. document compliance as required,
3. ensure that persons in safety-sensitive positions associated with loading, transportation, and delivery of the merchandise or service detailed in these specifications are subject to all required drug and alcohol testing and are properly licensed,
4. prepare and make available all required information and documentation, and
5. hold harmless and indemnify the District and the District's representatives as defined in Section 2.13 from all:
 - a. Suits, claims, or actions;
 - b. Costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlements, and;
 - c. Damages of any kind (including but not limited to fines, actual, punitive, and compensatory damages)
relating in any way to or arising out of the ADA or the OSHA, to which said firm is exposed or which it incurs in the execution of the contract.

F. The firm which I (we) represent has adopted and promulgated written sexual harassment policies that include, at a minimum, the following information:

1. the illegality of sexual harassment;
2. the definition of sexual harassment under Illinois State law;
3. a description of sexual harassment, utilizing examples;
4. my (our) organization's internal complaint process including penalties;
5. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission;
6. directions on how to contact the Department and the Commission; and
7. protection against retaliation as provided by Section 6-101 of Illinois Human Rights Act.

Upon request, my (our) organization will provide the Illinois Department of Human Rights with the information described in F1 through F7 above.

In submitting this bid, I (we) understand that the District may reject part or all of any and all bids. I (we) agree that I (we) shall not withdraw this bid for a period of 60 calendar days following the scheduled bid opening. I (we) have carefully examined the nature of the service and materials. The cost of all the service, materials, and equipment necessary to complete this contract is given in this bid.

**BID PRICES FOR UNLEADED GASOLINE AND DIESEL FUELS SUPPLY
AS SPECIFIED IN THIS INVITATION TO BID**

Express all bids in ten-thousandths of a dollar. The District shall determine the low bidder based on all deviation bids, in conformity with the provisions of this Invitation to Bid. For reference purposes, the OPIS Gross Rockford Terminal range-low wholesale price figures effective on January 14, 2019 are indicated.

	Base Bid	Alternate A	Alternate B
	5/1/2019-4/30/2020	5/1/2019-4/30/2021	5/1/2019-4/30/2022
Unleaded Gasoline with 10% Ethanol Price per gallon per OPIS Gross Rockford Low, January 14, 2019	\$ <u>1.2625</u>	\$ <u>1.2625</u>	\$ <u>1.2625</u>
Unleaded Gasoline with 10% Ethanol 12-month bid basis Price per gallon above or below the OPIS Gross Rockford Low to cover transportation, delivery charges, plus profit	\$ _____	\$ _____	\$ _____
Dyed Ultra Low-Sulfur Diesel Fuel for Off-Road Use Price per gallon per OPIS Gross Rockford Low, January 14, 2019	\$ <u>1.5840</u>	\$ <u>1.5840</u>	\$ <u>1.5840</u>
Dyed Ultra Low-Sulfur Diesel Fuel for Off-Road Use Price per gallon above or below the OPIS Gross Rockford Low to cover transportation, delivery charges, plus profit	\$ _____	\$ _____	\$ _____
(S15 Ultra Low-Sulfur Diesel Fuel) for Highway Use Price per gallon per OPIS Gross Rockford Low, January 14, 2019	\$ <u>1.5790</u>	\$ <u>1.5790</u>	\$ <u>1.5790</u>
(S15 Ultra Low-Sulfur Diesel Fuel) for Highway Use Price per gallon above or below the OPIS Gross Rockford Low to cover transportation, delivery charges, plus profit	\$ _____	\$ _____	\$ _____

Date: _____

Bidder: _____
Name of Firm

By: _____
Authorized Rep's Signature

Street Address

Print Rep's Name

City, State, Zip

Print Rep's Title

Area Code and Phone Number

Facsimile Number

Note: The Rock River Water Reclamation District, a Governmental Unit, pays neither Federal Excise Tax nor Illinois Retailers' Occupational Tax. The bidder shall exclude those taxes from his bid.

**“NO BID” RESPONSE
TO
INVITATION TO BID**

If your firm is unable to submit a bid at this time, would you please provide the information requested in the space provided below and return to:

Rock River Water Reclamation District
P.O. Box 7480
Rockford, IL 61126-7480

Responses can be delivered in person to:

Rock River Water Reclamation District
3501 Kishwaukee Street
Rockford, IL 61109

Responses can also be faxed to:

Rock River Water Reclamation District
815-387-7538

We have received Invitation to Bid: **Unleaded Gasoline and Diesel Fuels Supply**, opening at 2:00 P.M. on February 5, 2019.

Reason for not submitting a bid: _____

BY: _____
Signature

Name & Title, Typed or Printed

Company Name

V
FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE
INVITATION TO BID
UNLEADED GASOLINE AND DIESEL FUELS SUPPLY

NOTE: THE BIDDER MUST EXECUTE THIS AFFIDAVIT AND SUBMIT IT WITH ITS SIGNED BID. THE ROCK RIVER WATER RECLAMATION DISTRICT CANNOT ACCEPT ANY BID WHICH DOES NOT CONTAIN THIS AFFIDAVIT

_____, being first duly sworn, deposes and says that:
(Name of person making affidavit)

They are: _____ of _____
(Officer's Title) (Company Name)

that said company is and "Equal Opportunity Employer" as defined by Section 2000(e) of Chapter 21, Title 42 of the United States Code annotated and Federal Executive Orders #11375 which are incorporated herein by reference;

and that said company will comply with any and all requirements of Title 44 Admin. Code 750. APPENDIX A – Equal Opportunity Clause, Rules and Regulations, Illinois Department of Human Rights, which read as follows:

"In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance to this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizen status, age, physical or mental handicap unrelated to ability, military status or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.
4. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
5. That he or she will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Departments Rules and Regulations.
6. That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contacts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 32 I11. Reg. 16484, effective September 23, 2008)"

IL Dept. of Human Rights Registration number: _____ Expiration: _____

Signature _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public _____

**VI
FORMS OF AFFIDAVIT
INVITATION TO BID
UNLEADED GASOLINE AND DIESEL FUELS SUPPLY**

City: _____ **County:** _____ **State:** _____

This Section for Sole Proprietorship:

I, _____ (name), being duly sworn, depose and say that the organization I represent is a sole proprietorship, and that I am the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.

Signature _____

This Section for Partnership:

I, _____ (name), being duly sworn, depose and say that I am a member of _____ (partnership name), the firm described in and which executed the foregoing bid; that I duly subscribed the name of the firm thereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Signature _____

This Section for Corporation:

We, _____ (representative who signed the Bid Form), and _____ (other corporate officer), being duly sworn, depose and say that we reside in the cities of _____ and _____, respectively, and that we are the _____ (representative's title) and the _____ (other corporate officer's title), respectively, of _____ (corporation name), the firm described in and which executed the foregoing instrument; that we are authorized to complete this form and to enter into this contract on behalf of said corporation; that we have signed our names thereto by like order; and that we have knowledge of the several matters therein stated and they are in all respects true.

(representative's signature)

(other corporate officer's signature)

This Section for a Limited Liability Corporation:

I, _____ (name), being duly sworn, depose and say that I am a _____ (representative's title) of _____ (company name), the company described in and which executed the foregoing proposal; that I am authorized to complete this form and to enter into this contract on behalf of said company and have knowledge of the several matters therein stated and they are in all respects true.

Signature _____

Notarization (required for all successful bidders):

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

Notary Public _____

County _____

My Commission Expires _____

VII
CONTRACT

ROCK RIVER WATER RECLAMATION DISTRICT
ROCKFORD, ILLINOIS

THIS CONTRACT, made and concluded this ____ day of _____, 20____, between the Rock River Water Reclamation District, Rockford, Illinois, also known as "District," and _____, his/their executors, administrators, successors or assigns, known as "Contractor":

In consideration of the payments and contracts mentioned in the Bid attached hereto, to be made and performed by the District, the Contractor agrees with the District at his/their own proper cost and expense to do all the work, furnish all equipment, materials and all labor necessary to complete the work in accordance with the specifications hereinafter described, and the District's requirements.

1. Scope

Both parties understand and agree that the Introduction, General Specifications and Instructions, Detailed Specifications, Bid Form, Fair Employment Practices Affidavit of Compliance Form, and Forms of Affidavit of the Invitation to Bid: **Unleaded Gasoline and Diesel Fuels Supply**, all Addenda thereto (if any), and any and all provisions required by law, are all essential documents of the contract, and are a part hereof, as if herein set out verbatim or as if attached, except for titles, subtitles, headings, table of contents and portions specifically excluded.

The Contractor shall provide the District's **Unleaded Gasoline and Diesel Fuels Supply** at the bid price, over a ____-month period, from 12:00 A.M. on May 1, 2019 through 11:59 P.M. on April 30, 20____. If the District and the successful bidder agree in writing, the contract may be renewed.

2. Contract Price

The District shall pay to the Contractor, and the Contractor shall accept, in full payment for the performance of this Contract, subject to any additions or deductions provided for hereby, in current funds, the total contract price of:

_____ (\$_____).

The Contractor's bid price for **Unleaded Gasoline and Diesel Fuels Supply** delivered F.O.B. to the addresses indicated in this document as required by the District, freight paid by seller, in conformity to all specifications, shall be the only basis for payment over each Contract year's duration. In the absence of changes to which the District and Contractor agree because of revisions to the scope of the **Unleaded Gasoline and Diesel Fuels Supply**, this contract allows for no price increases.

The amount of **Unleaded Gasoline and Diesel Fuels Supply**, if any, the Contractor actually supplies over each given 12-month Contract year is totally dependent on District needs.

The District shall make payments to the Contractor, in accordance with and subject to the provisions of Section 4 of this Contract.

3. Contract Execution

The Contractor shall:

- A. Perform all services in a responsible manner, supplying only service, materials, delivery or equipment that meets or exceeds the District's Specifications;
- B. Deliver **Unleaded Gasoline and Diesel Fuels Supply** in conformity with the specifications;
- C. Accommodate the District's sampling procedures and remove any non-conforming **Unleaded Gasoline and Diesel Fuels Supply** in conformity with the Specifications;
- D. Sustain all loss or damage arising out of the nature of the work to be done, or from any unforeseen obstruction or difficulty which he may encounter in the prosecution of the work, or from the action of the elements;
- E. Be responsible for all accidents he, his employees, or agents may incur in the contract's execution;
- F. Hold the District and its representatives harmless from liability of any nature or kind on account of use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this Contract. The Contractor shall likewise hold harmless and indemnify the District and its representatives from all:
 1. suits, claims, or actions,
 2. costs, either for defense or for settlements, and
 3. damagesto which the District or its representatives might be exposed by reason of an injury or alleged injury, to the person or property of another:
 - a. in the execution of the Contract, or
 - b. from actions the District or its representatives take on the Contractor's behalf, except in cases where such suits, claims, actions, or costs are found to be based on the District's negligence. For purposes of this paragraph, "its representatives" means "the Rock River Water Reclamation District's trustees, employees, agents, assigns, and their heirs."
- G. Comply with all applicable requirements of the Americans with Disabilities Act (ADA), the Occupational Safety and Health Act (OSHA), rules and regulations of the US

Department of Transportation (DOT), and the Federal Drug Free Work Place Act, and will:

1. complete all OSHA, ADA, and DOT required supervisory, employee and customer training,
2. document compliance as required,
3. ensure that persons in safety-sensitive positions associated with loading, transportation, and delivery of the merchandise or service detailed in these specifications are subject to all required drug and alcohol testing and are properly licensed,
4. prepare and make available all required information and documentation, and
5. hold harmless and indemnify the District and the District's representatives as defined in Section 2.13 from all:
 - a. Suits, claims, or actions;
 - b. Costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlements, and;
 - c. Damages of any kind (including but not limited to fines, actual, punitive, and compensatory damages) relating in any way to or arising out of the ADA or the OSHA, to which said firm is exposed or which it incurs in the execution of the contract.

- H.** Adopt and promulgate written sexual harassment policies that include, at a minimum, the following information:
1. the illegality of sexual harassment;
 2. the definition of sexual harassment under Illinois State law;
 3. a description of sexual harassment, utilizing examples;
 4. Contractor's internal complaint process including penalties;
 5. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission;
 6. directions on how to contact the Department and the Commission; and
 7. protection against retaliation as provided by Section 6-101 of Illinois Human Rights Act.

Upon request, Contractor will provide the Illinois Department of Human Rights with the information described in H1 through H7 above.

- I.** Maintain all specified insurance for the duration of the contract.
- J.** In the absence of the District's written permission, the Contractor shall not use the District's name in any form or medium of public advertising.
- K.** This Contract shall extend to and be binding upon the successors and assigns, and upon the heirs, administrators, executors, and legal representatives of the Contractor.

In consideration of and to induce the award of this Contract to him, the Contractor represents and warrants: that he is not in arrears to the District upon debt of the Contract and that he is not a defaulter, as surety, contractor or otherwise; that he is financially

solvent and sufficiently experienced and competent to perform the work; that the work can be performed as called for by the Contract; that the facts stated in his proposal and the information given by him is true and correct in all respects, and that he is fully informed regarding all the conditions affecting the work to be done and labor and materials to be furnished for the completion of this Contract and that his information was secured by personal investigation and research.

If the Contractor defaults, the District may procure **Unleaded Gasoline and Diesel Fuels Supply** described in this Invitation to Bid, from other sources. In such an event, the price the District pays shall constitute the prevailing market price at the time of such purchase and the defaulting Contractor shall pay the District the difference between his bid price and the prevailing market price. The defaulting Contractor shall make such payment no more than 60 calendar-days after the District notifies him, in writing, of such an occurrence.

4. Payments to Contractor

A. Delivery Documents. At the time the District places an order, the District's authorized representative will issue the successful bidder a purchase order number. In some instances, a blanket purchase order number will be issued for the duration of the contract. A delivery document must accompany each shipment. The delivery document must describe each item delivered and state the quantity of each item. The purchase order number shall appear on the delivery document, bill of lading, invoice and any correspondence related to the purchase order. Failure to include a delivery document with the shipment may cause delay in payment.

B. Invoicing Procedures, Payment to the Successful Bidder. The successful bidder shall affix the appropriate purchase order number to all invoices. In the absence of an acceptable invoice, the District may delay payment until its eventual receipt. If the District receives an acceptable invoice for conforming materials prior to the fifth day of the month, the District shall issue payment before the fifth day of the succeeding month. If received on or after the fifth day of the month, payment will be issued the following month.

5. Subcontracts

No part of the work herein provided for shall be sublet or subcontracted, including but not limited to the use of common carriers, without the express written consent of the District, and in no case shall consent relieve said Contractor from the obligation herein entered into, or change the terms of this Contract.

6. Contractor's Responsibility

This Contract shall extend to and be binding upon the successors and assigns, and upon the heirs, administrators, executors, and legal representatives of the Contractor.

7. Time

The Contractor agrees to all delivery schedules specified in the Invitation to Bid.

8. Seals

IN WITNESS WHEREOF, the parties have hereunto set their hands, and are duly authorized to enter into such Contracts on behalf of their respective organizations.

Name of Firm - Contractor
Name of Firm - Contractor

By _____
Authorized Signature

ATTEST:

By: _____

Its: _____

Rock River Water Reclamation District
Winnebago County, Illinois

By _____
Director

ATTEST: _____
Business Manager

STATE OF ILLINOIS)
)
COUNTY OF WINNEBAGO)

On this ____ day of _____, 20 before me, a notary public within and for said County, personally appeared Timothy S. Hanson and Chris Black, to me personally known, who, being each by me duly sworn did say that they are respectively, the Director and Business Manager of the Rock River Water Reclamation District, named in the foregoing instrument, and that said instrument was signed and sealed in behalf of the District, and said Director and Business Manager acknowledge said instrument to be the free act and deed of said District.

(SEAL)

Notary Public