

LEGAL NOTICE - MUST RUN IN  
DAILY SOUTHTOWN  
Wednesday, August 31, 2016

LEGAL NOTICE

VILLAGE OF ORLAND PARK, ILLINOIS  
INVITATION TO BID # 16-029

**Gasoline and Diesel Fuel**

The Village of Orland Park is soliciting bids for the purchase of Gasoline and Diesel Fuel. The Village will receive sealed bids until 11:00 A.M. local time on Thursday September 15, 2016, at the Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462, at which time all bids received will be publicly opened and read aloud at Village Hall, 14700 S. Ravinia Avenue, Orland Park, Illinois, 60462, before the Village Manager or his designee.

The specifications are on file, available for inspection at the Office of the Village Clerk and online on the Village's website [www.orlandpark.org](http://www.orlandpark.org).

No bid shall be withdrawn after the opening of the bids without the consent of the Village for a period of sixty (60) days after the scheduled time of bid opening.

The President and Board of Trustees reserve the right to reject any and all bids or parts thereof and to waive any informalities, technicalities and irregularities in proposing and to disregard all non-conforming, conditional or counter bids.

Bidders must comply with all provisions of State of Illinois and federal laws concerning public works projects including but not limited to the State of Illinois Human Rights Act and the regulations of the Illinois Human Rights Commission.

By order of the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois.

PRESIDENT AND BOARD OF TRUSTEES  
VILLAGE OF ORLAND PARK, ILLINOIS

BY: JOHN C. MEHALEK  
VILLAGE CLERK



# ORLAND PARK

INVITATION TO BID  
#16-029

GASOLINE AND DIESEL FUEL

ISSUED

August 31, 2016

BID OPENING

September 15, 2016  
11:00 A.M.

SUBMIT SEALED BIDS TO:

Village of Orland Park  
Attn: Clerk's Office  
14700 S. Ravinia Ave.  
Orland Park, IL 60462

## TABLE OF CONTENTS

### I. INSTRUCTIONS TO BIDDERS

• Summary .....	2
• Bid Specifications.....	2
• Bid Submission Requirements .....	6
• General Terms and Conditions .....	9
• Evaluation of Bids/Bidders .....	13
• Submittal Checklist.....	14

### II. REQUIRED BID SUBMISSION DOCUMENTS

• Bidder Summary Sheet .....	16
• Affidavit of Compliance.....	17
• Insurance Requirements.....	21
• References .....	22
• Bidder Detail Sheet .....	23

### III. EXHIBITS

• <b>Exhibit A</b> – Local Vendor Purchasing Policy .....	25
• <b>Exhibit B</b> – Sample Agreement.....	26

## SECTION I – INSTRUCTIONS TO BIDDERS

VILLAGE OF ORLAND PARK, ILLINOIS  
BID #16-029  
Gasoline and Diesel Fuel

**SUMMARY**

The Village of Orland Park ("Village") is soliciting bids for the purchase of Gasoline and Diesel Fuel ("Project"). See the Bid Specifications prepared by the Village of Orland Park Public Works Department for details on the Project ("Specifications").

**Contact & Questions**

Tom Morgan  
Public Works Department, Village of Orland Park  
E-mail: [publicworks@orlandpark.org](mailto:publicworks@orlandpark.org)  
Fax: (708) 403-8798

Any **questions** regarding this bid must be submitted **not later than noon on Thursday, September 8, 2016**. . Questions must be submitted in writing to the person listed above. No oral comments will be made to any Bidder as to the meaning of the bid documents.

**BID SPECIFICATIONS**

**SCOPE OF WORK:**

The VENDOR shall provide all supervision, labor, equipment, and materials to complete the project. The VENDOR shall furnish to the Village of Orland Park, Public Works, 15655 Ravinia Avenue, Orland Park, IL, 60462, by transport or tank truck delivery, such quantities of gasoline and diesel fuel as may be required during the period commencing January 1, 2017 to December 31, 2017, or upon award of the bid by the Village's Board. This contract can be extended annually, if mutually agreeable with both parties, for up to five (5) additional years.

**SPECIAL CONDITIONS:**

**1. PHYSICAL AND CHEMICAL REQUIREMENTS**

All gasoline and diesel fuel quality standards are to be measured by Road Octane Rating (Research octane plus motor octane, divided by 2) and shall meet or exceed the following requirements:

**VILLAGE OF ORLAND PARK, ILLINOIS**  
**BID #16-029**  
**Gasoline and Diesel Fuel**

**Mid Grade Unleaded Gasoline With 10% Ethanol Meeting Top Tier Standards**

Octane Rating	87-89.5
Color	Clear to colored liquid
Odor	Strong Hydrocarbon
Boiling Point/range	100-399F
Vapor Pressure	4.2-8.7 psia @ room temperature
Vapor Density (Air = 1)	3-4
Solubility	Very slightly soluble in cold water
Specific Gravity (H2O)	0.70-0.77
Flammable Limits	Lower 4% - Upper 7.6%
Evaporation Rate	7.5 (n-butyl acetate. = 1)
Viscosity	<0.01 cm <sup>2</sup> /s @ room temperature

**Clear, Ultra Low Sulfur, Diesel Fuel Specifications**

Undyed Ultra Low Sulfur Diesel with a multi-functional additive. The additive should contain a detergent, lubricity enhancer, dispersant, and defoamer. Additionally, during winter months, the additive should contain an anti-gel and de-icer. The type and brand of additive should be specified on Bid Detail Sheet.

Grade of Diesel Fuel	#2
Gravity API, Min (ASTM D-287)	30
Flash Point deg. F, Min (ASTM D-56, D-93)	130
Cold Flow Characteristics:	
Cloud Point, F. Max (ASTM D-2500)	
Oct. 1- Feb 28	10
Mar 1- Sept 30	20
Pour Point, F. Max. (ASTMD-97)	
Oct 1- Feb 28	15 degrees lower than Cloud Point
Mar 1- Sept 30	+10 degrees max
Viscosity:	
cST@ 40 deg C, (104F) (ASTM D-445)	
Min	1.9
Max.	3.4
Sulfur, total, ppm max. (ASTM D-5453, D2622)	15
Ash, wt. % max. (ASTM D-482)	0.01
Copper Corrosion, No. 1, Max. (ASTM D-130)	3
Distillation, F (ASTM D-86)	
Temp. @ 90% recovered	540-640
Temp @ End point, F max.	690
Color (undyed), Max. (ASTM D-1500)	2.5
Cetane Index, min. (ASTM D-976)	40
Cetane Number, Min. (ASTM D-613)	42
Conductivity @ 68 deg. F, cu, Min. (ASTM D-2624)	50

**VILLAGE OF ORLAND PARK, ILLINOIS**  
**BID #16-029**  
**Gasoline and Diesel Fuel**

Stability, meet one of the following:	
Thermal, %Reflect. 90 minutes, Min. (ASTM D-6468)	75
Oxidation, mg/100mL, Max. (ASTM D-2274)	2.5
Lubricity, HFRR @ 140 deg. F, micron, Max (ASTM D-6079)	520
Water & Sediment, vol. %, Max. (ASTM D-2709)	0.05

Refineries must keep sulfur level below 15PPM in order to allow for testing variance so that terminals will not exceed 15PPM.

The gasoline and diesel fuel must be free of any suspended material and any trace of water. Diesel fuel delivered during the months of October, November, December, January, February and March shall contain additives in sufficient quantities to prevent gas line freeze and avoid any weather related problems. Blend in cold weather to be 70% # 2 Diesel and 30%#1 Diesel.

All fuel specifications noted above are subject to local, state and/or federal requirements. VENDOR shall notify the VILLAGE in writing should any change in the fuel's chemical properties result from such legislative action. VENDOR shall supply the VILLAGE with fuels which meet or exceed all local, state and federal guidelines at the time of delivery.

VENDOR shall supply data using the latest ASTM methods on their distillation, potential gum, oxygen stability, corrosion, and percent of sulfur. Bids shall be accompanied by specifications of product quoted indicating the brand and trade name under which it is sold. Product must be the same as is sold by VENDOR through its retail outlets. Upon request, Safety Data Sheets shall be emailed to the Public Works Department of the fuel(s) purchased.

Ethanol levels of up to 10% are acceptable for this bid.

VENDOR shall be able to supply alternative fuels such as 5% bio #2 Diesel and Ultra Low Sulfur red dyed off diesel fuel with a stationary generator blend.

**2. PRICING**

The price charged to the VILLAGE for motor fuel will not exceed the price being asked by the VENDOR from other customers who take similar deliveries and quantities. It will not exceed the price as determined by an index as outlined below.

**Indexing of pricing:** It is the intent of the VILLAGE to establish a price with the supplier as of August 15, 2016, and then have the price vary depending upon an index for the Chicago area as published in the OPIS. The VENDOR will furnish the VILLAGE with a copy of the index on a monthly basis. For example, on the day of delivery, if the price in the index was

**VILLAGE OF ORLAND PARK, ILLINOIS**  
**BID #16-029**  
**Gasoline and Diesel Fuel**

10 cents above the price in the index on August 15, 2016, then the price being charged to the VILLAGE must not exceed the bidder's price submitted with this proposal plus 10 cents. Likewise, if the index price was 5 cents below the August 15, 2016 price, then the price to the VILLAGE must not exceed the bidder's price submitted with this proposal minus 5 cents.

Any transport price included in the bid proposal may be increased at the time of any extension of the contract. The increase cannot exceed the percentage increase in the Chicago Area Consumer Price Index as published by the Labor Department for the preceding year, and in no case can increase more than 5% in any one year.

**3. DELIVERY**

The successful bidder shall coordinate all fuel shipments with the Village of Orland Park. The VENDOR shall provide the VILLAGE with requested fuel deliveries within the requested timeframe. Successful bidder must be able to refuel our offsite equipment in any delivery size requested and be licensed with the Illinois State Fire Marshall as a mobile refueling contractor.

Offsite equipment locations may require periodic deliveries of stationary generator blend diesel fuel. These locations and capacities are as follows:

- 15100 Ravinia Avenue, Orland Park, IL. (900 ga. capacity)
- 8800 Thistlewood Drive, Orland Park, IL. (1,180 ga. capacity)
- 1000 Creek Road, Palos Park, IL (275 ga. capacity)
- 9100 West 151 Street, Orland Park, IL (400 ga. capacity)
- 10933 Crystal Springs Lane, Orland Park, IL (80ga. capacity)
- 9010 Poplar Road, Orland Park, IL. (90 ga. capacity)
- 7405 Tiffany Drive, Orland Park, IL. (80 ga. Capacity)
- 13617 McCabe Drive, Orland Park IL. (100 ga. capacity)
- 9450 Seton Place, Orland Park, IL. (100 ga. capacity)
- 15200 Wolf Road, Orland Park, IL. (175 ga. capacity)
- 15655 Ravinia Avenue, Orland Park, IL. (200 & 275 ga. capacities)

The fuel price paid by the VILLAGE shall not be subject to the manner in which the fuel deliveries are requested.

At a minimum, the VILLAGE will want to maintain a 5,000 gallon (50 percent) supply of unleaded as well as a 5,000 gallon supply of diesel fuel at all times. Deliveries should be based upon filling the tanks from half full to capacity.



VILLAGE OF ORLAND PARK, ILLINOIS  
BID #16-029  
Gasoline and Diesel Fuel

Access to the fuel island as well as all operations on Village property shall be done in accordance to the policies and procedures of the Village of Orland Park. Fuel dispensing must be done in conformance to all local, state and federal regulations.

**BID SUBMISSION REQUIREMENTS**

**Addenda**

Before the bid opening, the Village will make available to the public answers to questions or any modifications or additions to this Project or ITB in the form of a written addendum. Bidders may find addenda and **sign up for Bid Posting e-mail alerts** on the Village's website at [www.orlandpark.org/bids.aspx](http://www.orlandpark.org/bids.aspx). Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the website or become familiar with conditions or facts of which the Bidder should have been aware and the Village will reject all claims related thereto. Information other than in the form of a written Addendum issued by the Village from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him from fulfilling any of the conditions and obligations set forth in this ITB. In the event of conflict with the original ITB documents, addenda shall govern to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

**Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.** A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive

**Bid Bond**

A bid bond is not required for this ITB.

**Copies**

Bidders must submit **three (3) complete, sealed, signed and attested hardcopies of the bid.** One (1) hardcopy shall be an **original unbound** version, marked "Original" and must contain original signatures. Two (2) hardcopies shall be **original bound** versions, marked "Original" and must contain original signatures. Bids shall include all requested information, forms, affidavits and addendum acknowledgements (if applicable) in each copy in order to be considered responsive.

VILLAGE OF ORLAND PARK, ILLINOIS  
BID #16-029  
Gasoline and Diesel Fuel

## Other

Each Bidder is responsible for reading this ITB and determining that the Bid Specifications describe the Project in sufficient detail. Bidders shall notify the Village of any inappropriate service, brand name, component, or equipment called for by the Village in this ITB and shall note in its bid the adjustments made to accommodate such deficiencies.

After bids have been opened, no Bidder shall assert that there was a misunderstanding concerning the nature of the Project or the quantities and specifications of the material/equipment/items to be delivered, and no such claim shall relieve a Bidder from its obligation to perform. All bids must be made only on the forms provided by the Village and must be made in accordance with this ITB, which is on file and may be obtained for examination in the Clerk's Office at the above address and are made part of this notice as though fully set forth herein.

## Questions

Bidders may, in writing, ask questions or request clarification about this ITB. The question deadline for this ITB is at **noon on Thursday, September 8, 2016**. Only written inquiries directed to the contact listed and received by the question deadline will be given consideration. No oral comments will be made to any Bidder as to the meaning of the Bid Specifications or other bid documents.

## Required Forms

Bidders shall provide all the information requested in *Section II* of this ITB.

1. **Bidder Summary Sheet** – *Section II* includes the Bidder Summary Sheet which must be completed, signed and submitted with the bid. Prices must include all permits, insurance, equipment, work and expense necessary to provide the Vehicle. The submitted bid price(s) shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt.
2. **Affidavit of Compliance** – *Section II* includes the Affidavit of Compliance which must be completed, signed, notarized and submitted with the bid.
3. **References** – *Section II* includes the References form that must be completed and submitted with the bid. Bidders shall provide three (3) references for which they have performed similar work. By providing this information, Bidders grant Village permission to contact said references and ask questions regarding prior work performance. Village may use the information gained from Bidder's references to further evaluate Bidder responsibility.

VILLAGE OF ORLAND PARK, ILLINOIS  
BID #16-029  
Gasoline and Diesel Fuel

4. **Insurance Requirements** – *Section II* includes the Insurance Requirements which must be completed, signed and submitted with the bid. Bidders may submit with the bid a current policy Certificate of Insurance showing the insurance coverages the bidder currently has in force.
  
5. **Bidder Detail Sheet** – *Section II* includes the Bidder Detail Sheet which must be completed and submitted with the bid. Prices must include all permits, insurance, equipment, work and expense necessary to provide the services requested. The submitted bid prices shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt.

#### **Sealed Bids Required**

In order to be responsive, SEALED BIDS must be signed and received by the Village of Orland Park in the Office of the Village Clerk, 14700 South Ravinia Avenue, Orland Park, Illinois 60462, **not later than 11:00 a.m., local prevailing time on September 15, 2016**. Oral, telephonic, telegraphic facsimile or electronically transmitted bids will not be considered.

Bidders must submit bids in a sealed envelope labeled BID #16-029 Gasoline and Diesel Fuel in the lower left hand corner. All sealed bids must be submitted to the Village Clerk's Office. All sealed bids submitted properly will be opened publicly and read aloud immediately following the stated submission time for the Project.

#### **Withdrawal of Bids**

Once submitted, no bid may be withdrawn without the Village's consent, but it may be superseded by a subsequent timely bid. Any bid received after the time and date specified for opening, or any postponement thereof, will not be considered. Bids shall be irrevocable for at minimum sixty (60) calendar days after the Village opens them.

VILLAGE OF ORLAND PARK, ILLINOIS  
BID #16-029  
Gasoline and Diesel Fuel

**GENERAL TERMS AND CONDITIONS**

**Assignment** – The successful Bidder shall not assign the work of this Project without the prior written approval of the Village.

**Bid Price** - The submitted bid prices shall include all permits, insurance, bonds, goods/materials/equipment, plant facilities, work and expense necessary to perform the work in accordance with the Bid Specifications in this ITB. The submitted bid price shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt. The Bid Specifications describe the standards of construction and are not intended to describe a particular manufacturer's product.

**Changes in the Scope of Work** - Changes in the contractual scope of work shall be preceded by a duly executed Change Order itemizing any change in the Contract sum or terms and conditions and, if required by the Village, approved by the Village Board of Trustees prior to acceptance of the Change Order.

**Compliance with Laws** – The Bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and Village governments, which may in any manner affect the preparation of bids or the performance of the Contract. Bidder hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. Bidders and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Bidders are also required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Bidders are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore.

**Confidentiality** – As a unit of local government, the Village is subject to the Illinois Freedom of Information Act (FOIA) or 5 ILCS 140/1, et. seq. as amended. Therefore, after award of the Contract, responses, documents, and materials submitted by the Bidder in response to this ITB will be made available for public inspection in accordance FOIA, unless otherwise determined by the Village Manager. Based upon the public nature of these ITBs, where applicable, a Bidder must inform the Village, in writing, of the exact materials in the offer which it claims are exempt from disclosure pursuant to FOIA.

**Contract** – Actual work cannot begin until the Village issues a written Notice to Proceed to the successful Bidder. In order to receive said Notice, the successful Bidder shall submit to the Village for

VILLAGE OF ORLAND PARK, ILLINOIS  
BID #16-029  
Gasoline and Diesel Fuel

its approval all the necessary contracts, bonds, and insurance. Village approval of the contracts, bonds, and insurance shall be evidenced by its issuance of the signed contract by the Village and the Notice to Proceed. The Village reserves the right to terminate the relationship with the successful Bidder if these documents are not submitted to and approved by the Village within ten (10) days of notice of bid award. *Section III* includes Exhibit B - sample standard contract, subject to modifications, that the successful Bidder will be required to enter into with the Village within ten (10) business days of notice of bid award (hereinafter referred to as the "Contract"). This Contract will be satisfied upon completion, inspection, acceptance, and final payment for the work performed. Certain provisions of the Contract shall survive the expiration or termination of the Contract.

**Equals** - Any references in this ITB to manufacturer's name, trade name, or catalog number (unless otherwise specified) is intended to be descriptive but not restrictive and only to indicate articles or materials that will be satisfactory. Equipment and materials are specified, but bids on other makes will be considered, provided each Bidder clearly states on the face of their bid exactly what is proposed to be furnished. Unless so stated in the bid, it shall be understood that the Bidder intends to furnish the item specified and does not propose to furnish an "equal." The Village hereby reserves the right to approve as an equal, or to reject as not being an equal any article the bidder proposes to furnish which contains minor or major variations from specification requirements, but which may comply substantially therewith.

**Guarantees and Warranties** - All guarantees and warranties required shall be furnished by the bidder if awarded the Contract and shall be delivered to the Finance Department before final payment on the Contract is issued. By submitting a bid, Bidder expressly warrants that materials and equipment furnished under the contract will be of good quality and new unless otherwise expressly required or permitted by the contract documents, that the work will be free from defects for one (1) year from the issuance of the final payment by the Village and deficiencies shall be corrected by the successful Bidder under its warranty immediately upon notification from the Village.

**Indemnification** - The successful Bidder shall indemnify, defend and hold harmless the Village, its trustees, officers, directors, agents, employees, representative and assigns, from lawsuits, actions, costs (including attorney's fees), claims or liability of any character, incurred due to the alleged negligence of the Bidder, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said Bidder, its officers, agents and/or employees arising out of , or in performance of any of the Contract provisions, including and claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act: or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Bidder shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

**VILLAGE OF ORLAND PARK, ILLINOIS**  
**BID #16-029**  
**Gasoline and Diesel Fuel**

The Bidder shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Bidder shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

**Inspections** – The Village reserves the right to make any Project inspections at any time.

**Insurance** – The successful Bidder shall purchase and maintain, at all times during the performance of the work under this Contract, insurance coverage and endorsements, including Worker's Compensation, Automobile Liability, Comprehensive General Liability and Excess Liability, in the amounts set forth in the Village's Insurance Requirements attached in Section II of this ITB. Bidders must sign and submit with the bid, the Insurance Requirements in Section II of this ITB, as recognition of the insurance coverages and amounts that will be required to be in place before the commencement of any work by the successful Bidder. By signing this form, Bidders certify that in the event the Bidder does not already have the required insurance coverages in place, the Bidder has checked with their insurance carrier and verified that the coverages and endorsements requested will be able to be obtained by the Bidder within ten (10) days after the date of the Notice of Award of the Contract.

Bidders have the sole responsibility of verifying that the coverages and endorsements will be available for purchase and that they have made any and all inquiries necessary to satisfy this requirement and fully inform themselves in regards to any additional policy premiums the successful Bidder may incur as a result of obtaining said required coverage's. Bidders also represent that they have taken the insurance requirements into account and at Bidders' sole discretion, has factored this into the bid prices submitted. The successful Bidder is solely and entirely responsible for the payment of policy premiums and in no event will the Village be obligated to incur any additional expense, nor will the Village increase the amount of the Contract above the amount bid, as a result of any expense the successful Bidder may incur to satisfy the obligations required herein.

**Payments** – Payment terms will be made pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) after receipt of the successful Bidder's dated invoice. For payment, submit invoices electronically to [AccountsPayable@orlandpark.org](mailto:AccountsPayable@orlandpark.org) and include the following information:

- Your Name and address
- The Village's Purchase Order number
- Dates of service
- Current invoice amount

VILLAGE OF ORLAND PARK, ILLINOIS  
BID #16-029  
Gasoline and Diesel Fuel

Invoices for payment must be approved by the Village. Upon the Village's request, invoices for progress payments must include supporting documentation such as packing slips, subcontractor's invoice and material invoices.

**Period of Performance** – The initial contract shall be for one year (January 1, 2017 – December 31, 2017) with the option to renew for up to five (5) additional one (1) year periods. The Contract will expire upon completion, inspection, acceptance and final payment for the work/goods/services performed. Certain provisions of the Contract shall survive expiration or termination of the Contract.

**Permits** – The successful Bidder shall obtain all required permits, licenses, fees, inspections and certifications required of or by the Project. To determine what permits and licenses are required, the successful Bidder shall contact the Village's Department of Development Services at [developmentservices@orlandpark.org](mailto:developmentservices@orlandpark.org).

Bidders may browse licenses and registrations on the Village's website at <http://www.orland-park.il.us/index.aspx?NID=444>.

**Tax Exemption** – In order to obtain a Tax Exemption Certification for sales tax exemption on purchases directly related to work being done for this Project, the successful Bidder must complete the Village's Sales Tax Exemption Number Authorization Form. The successful Bidder may email [purchasing@orlandpark.org](mailto:purchasing@orlandpark.org) for a copy of this form.

VILLAGE OF ORLAND PARK, ILLINOIS  
BID #16-029  
Gasoline and Diesel Fuel

EVALUATION OF BIDS/BIDDERS

The Contract shall be awarded to the lowest responsive, responsible Bidder. In determining the lowest responsive and responsible bid, consideration will be given to several factors, including but not limited to price, financial responsibility of the bidder, completion date, responsiveness to the specifications, and the experience of the Village and other purchasers with the Bidders.

**Prices must include all permits, insurance, equipment, plant facilities, work and expense necessary to perform the work in accordance with the Bid Specifications. The submitted bid price(s) shall not include any amount for sales or use taxes, or any other tax from which the Village is exempt.**

If this Project requests unit prices or individual pricing for multiple items, and the Grand Total Bid Price does not match the summation of the items listed, at the Village's sole discretion, the Grand Total Bid Price may govern over the unit prices or individual pricing for multiple items listed.

The Village reserves the right to accept any bid, any part or parts thereof, or to reject any and all bids. The Village reserves the right to waive minor informalities or irregularities in the bids received, to accept any bid deemed advantageous to the Village, or to reject any and all bids submitted. Conditional bids, or those which take exception to the ITB documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

The Village award will be made within sixty (60) calendar days after the date of the bid opening, or any mutually agreed extension thereof. Award of the Contract is subject to approval by the Village's Board of Trustees.

The Village may elect to enforce its Local Vendor Purchasing Policy as specified in *Section III, Exhibit A*. The Village may also conduct a pre-award facility survey. This survey may include, but is not limited to, determining if the Bidder has the experience, capability, necessary facilities and financial resources to complete the contract in a satisfactory manner within the required time. The Village may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work in conformity with the Contract documents, and the Bidder shall furnish to the Village all such information and data for this purpose as the Village may request.



VILLAGE OF ORLAND PARK, ILLINOIS  
BID #16-029  
Gasoline and Diesel Fuel

**SUBMITTAL CHECKLIST**

In order to be responsive, each Bidder must submit the following items:

1. **Three (3) sealed hardcopies of the bid:** Not later than the bid opening, Bidders must submit bids in a sealed envelope/box labeled BID #16-029 Gasoline and Diesel Fuel in the lower left hand corner and addressed to:

Village of Orland Park  
Attn: Clerk's Office  
14700 S. Ravinia Ave.  
Orland Park, IL 60462

2. **Signed and completed forms** from *Section II*:
  - a. Bidder Summary Sheet
  - b. Affidavit of Compliance (*notarization required*)
  - c. References (*3 total*)
  - d. Insurance Requirements
  - e. Bidder Detail Sheet
3. **Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.** A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non- responsive.

## SECTION II: REQUIRED BID SUBMISSION DOCUMENTS

# BIDDER SUMMARY SHEET

BID #16-029  
Gasoline and Diesel Fuel  
Project Name

Business Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail address: \_\_\_\_\_

## TOTAL COST

MID-GRADE (NO LEAD) 89 OCTANE \$ \_\_\_\_\_

ULTRALOW SULFUR B5 #2 DIESEL \$ \_\_\_\_\_

ULTRALOW SULFUR B5 DIESEL Winter Blend 70/30 \$ \_\_\_\_\_

## AUTHORIZATION & SIGNATURE

Name of Authorized Signee: \_\_\_\_\_

Signature of Authorized Signee: \_\_\_\_\_

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

## AFFIDAVIT OF COMPLIANCE

*Bidders shall complete this Affidavit of Compliance. Failure to comply with all submission requirements may result in a determination that the Bidder is not responsible.*

---

The undersigned \_\_\_\_\_,  
(Enter Name of Person Making Affidavit)

as \_\_\_\_\_,  
(Enter Title of Person Making Affidavit)

and on behalf of \_\_\_\_\_,  
(Enter Name of Business Organization)

certifies that Bidder is:

1) **A BUSINESS ORGANIZATION:** Yes [ ] No [ ]

Federal Employer I.D. #: \_\_\_\_\_  
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Bidder is (check one):

- Sole Proprietor
- Independent Contractor (Individual)
- Partnership
- LLC
- Corporation \_\_\_\_\_ (State of Incorporation) \_\_\_\_\_ (Date of Incorporation)

2) **AUTHORIZED TO DO BUSINESS IN ILLINOIS:** Yes [ ] No [ ]

The Bidder is authorized to do business in the State of Illinois.

3) **ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS:** Yes [ ] No [ ]

The Bidder is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

4) SEXUAL HARRASSMENT POLICY COMPLIANT: Yes [ ] No [ ]

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information:

(I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

5) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes [ ] No [ ]

During the performance of this Project, Bidder agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

The Bidder shall:

(I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights

Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, 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 Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public

Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

In the same manner as the other provisions of this Agreement, the Bidder 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 therewith. In addition, the Bidder will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Bidder and any person under which any portion of the Bidder's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Bidder or other organization and its customers.

In the event of the Bidder's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Bidder may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

6) **TAX COMPLIANT:** Yes [ ] No [ ]

Bidder is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

**AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Bidder set forth on the Bidder Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the bid is genuine and not collusive, and information provided in or with this Affidavit are true and accurate.

The undersigned, having become familiar with the Project specified in this bid, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

**ACKNOWLEDGED AND AGREED TO:**

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Name of Authorized Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Subscribed and Sworn To  
Before Me This \_\_\_\_ Day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public Signature

NOTARY SEAL

# INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

## WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident  
\$500,000 – Policy Limit  
\$500,000 – Each Employee  
Waiver of Subrogation in favor of the Village of Orland Park

## AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit  
Additional Insured Endorsement in favor of the Village of Orland Park

## GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence  
\$2,000,000 – General Aggregate Limit  
\$1,000,000 – Personal & Advertising Injury  
\$2,000,000 – Products/Completed Operations Aggregate  
Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

## EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence  
\$2,000,000 – Aggregate  
**EXCESS MUST COVER:** General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the successful Bidder, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the successful Bidder, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the successful Bidder's obligation to provide all of the above insurance.

Bidders agree that if they are the successful Bidder, within ten (10) days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

Authorized to execute agreements for:

\_\_\_\_\_  
Name of Company



## REFERENCES

Provide three (3) references for which your organization has performed similar work.

Bidder's Name: \_\_\_\_\_  
(Enter Name of Business Organization)

1. ORGANIZATION \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
YEAR OF PROJECT \_\_\_\_\_

2. ORGANIZATION \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
YEAR OF PROJECT \_\_\_\_\_

3. ORGANIZATION \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
YEAR OF PROJECT \_\_\_\_\_

# BIDDER DETAIL SHEET

BID #16-029

Gasoline and Diesel Fuel

Project Name

Fuel is requested for delivery to the Village of Orland Park fleet filling facility at 15655 Ravinia Avenue, Orland Park, Illinois, 60462.

Estimated annual usage:	No lead	158,000 gals.
	B5 Bio-Diesel	56,000 gals.
	Stationary Generator Blend Diesel	1,400 gals.

The above quantities are estimates only and actual usage cannot be guaranteed.

Index Price shown below is from OPIS for August 15, 2016

Please use that figure for calculating your price.

Please include services such as: tank bottom sampling, water removal, lab analysis, etc., in the mark-up price.

DESCRIPTION	MID-GRADE (NO LEAD) 89 OCTANE	ULTRALOW SULFUR B5 #2 DIESEL	ULTRALOW SULFUR B5 DIESEL Winter Blend 70/30
Tank Size in Gallons	10,000	10,000	SAME AS DIESEL
INDEX PRICE FROM OPIS (8-15-16) Average For Mid-Grade (No Lead)	176.72	151.88	168.59*
<b>Mark-Up Per Gallon</b>			
Illinois Motor Fuel Tax	.1900	.2150	.2150
Illinois Underground Storage Tax	.0030	.0030	.0030
Environmental Impact Fee	.0080	.0080	.0080
Cook County Tax	.0600	.0600	.0600
Type And Brand Of Additive (Diesel)	XXXX	ADDITIVE:	ADDITIVE:
<b>TOTAL COST</b> (please also enter total cost on Bidder Summary Sheet page 16)			

\*70%#2(\$151.88) + 30%#1(\$207.61) = \$168.59 Winter Blend

### AUTHORIZATION & SIGNATURE

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

Signature of Authorized Signee: \_\_\_\_\_

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

## SECTION III: EXHIBITS

## EXHIBIT A LOCAL VENDOR PURCHASING POLICY

The Village believes it is important to provide local vendors with opportunities to provide goods and services to Orland Park. This belief is based upon the fact that the active uses of commercial properties in the Village benefits the community through stabilization of the property tax base, the creation of local sales tax and the provision of employment opportunities for citizens of the community and surrounding region.

In an effort to promote the aforementioned benefits, the Village wishes to provide local vendors with preferential treatment when competing for contracts with the Village. A local vendor is defined as a business that has an actual business location within the corporate boundaries of Orland Park and is licensed by the Village. The Village will not award a contract to a local vendor when the difference between the local vendors bid and the otherwise lowest responsive and responsible bid exceeds the applicable percentage indicated below. As such, when considering contracts, the Village reserves the right to forego the lowest responsive and responsible bid in favor of a local vendor under the following circumstances:

<u>Contract Value</u>	<u>Range (up to a maximum of)</u>
\$0 - \$250,000	2.00%
\$250,000 - 1,000,000	1.50%
\$1,000,000 - 2,000,000	1.00%
Greater than \$2,000,000	\$20,000

Under no circumstance will any contract be awarded to a local vendor when the local vendor's bid exceeds the lowest responsive and responsible bid by \$20,000 or more.

This Policy shall ONLY apply if formal notice of the aforementioned criteria is provided as part of the bid specifications. In addition, it should be noted that the Village shall not be obligated to forego the low bidder in favor of the local vendor under any circumstances. However, this Policy simply provides the Village with the option of doing so when applicable. Furthermore, this Policy shall not apply in any situation where any portion of the contract amount is being paid with funds other than Village monies. Specifically, this Policy shall not apply in any situation where the Village has received a grant or otherwise received a source of funds other than its own funds.

**EXHIBIT B  
SAMPLE AGREEMENT  
VILLAGE OF ORLAND PARK  
(Contract for Purchase of Goods)**

This Contract is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Village of Orland Park (hereinafter referred to as the "VILLAGE") and \_\_\_\_\_ (hereinafter referred to as the "VENDOR").

**WITNESSETH**

In consideration of the promises and covenants made herein by the VILLAGE and the VENDOR (hereinafter referred to collectively as the "PARTIES,") the PARTIES agree as follows:

**SECTION 1: THE CONTRACT DOCUMENTS:** This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

- The Contract
- The Terms and Conditions pertaining to the Contract
- The Invitation to Bid
- The Bid Proposal as it is responsive to the VILLAGE's bid requirements
- Affidavit of Compliance
- Certificates of Insurance

**SECTION 2: GOODS TO BE PURCHASED, COST AND DELIVERY:** The VILLAGE agrees to purchase from the VENDOR the following :

Description	Unit Price	Quantity	Total Cost
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(hereinafter referred to as the "GOODS") as further described in the VILLAGE'S bid requirements. The GOODS shall be delivered FOB to the Village of Orland Park, 14700 South Ravinia Avenue, Orland Park, Illinois 60462 or to any other address provided by the VILLAGE. The VILLAGE agrees to pay the VENDOR upon acceptance of the GOODS pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) the following:

TOTAL COST: \_\_\_\_\_ and No/100 (\$ \_\_\_\_\_) Dollars.  
(hereinafter referred to as the "CONTRACT SUM.") The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

**SECTION 3: ASSIGNMENT:** VENDOR shall not assign the duties and obligations of this Contract without the express written consent of the VILLAGE.

**SECTION 4: TERM OF THE CONTRACT:** The VENDOR shall deliver the GOODS within \_\_\_\_\_ (days/weeks/months) of the date of execution of this Contract. Time is of the essence of this Contract. Acceptance of the GOODS and termination of this Contract shall occur only after the VILLAGE has inspected the GOODS, any period of training provided by the VENDOR or manufacturer of the GOODS has expired and the GOODS have been acknowledged in writing by the VILLAGE to be accepted. In addition to any time period allotted for training purposes, the VILLAGE shall either issue said acknowledgement or a written notice explaining the deficiencies in the GOODS within ten (10) days of delivery. The VENDOR shall have ten (10) days after receipt of notice of deficiencies to cure said deficiencies or replace the GOODS at which time, if the VILLAGE does not accept the GOODS the VENDOR shall be considered to be in breach of the terms of the Contract.

**SECTION 5: INDEMNIFICATION AND INSURANCE:** The VENDOR shall defend, indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the VENDOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said VENDOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The VENDOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The VENDOR shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the VENDOR shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the VENDOR in compliance with the CONTRACT DOCUMENTS.

**SECTION 6: COMPLIANCE WITH LAWS:** VENDOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) as explained in the Terms and Conditions herein.

**SECTION 7: FREEDOM OF INFORMATION ACT COMPLIANCE:** The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

**SECTION 8: NOTICE:** Where notice is required by the CONTRACT DOCUMENTS, it requires that such notice be in writing. Notice shall be deemed received if it is 1) delivered in person, 2) sent by registered United States mail and a signed return receipt is received, 3) delivered by messenger or mail service and a signed receipt is received, 4) sent by facsimile and a printed acknowledgment of receipt is received, or 4) by e-mail if an acknowledgment of receipt is received. Notice shall be sent to the following:

To the VILLAGE:

Denise Domalewski  
Contract Administrator  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462  
Telephone: 708-403-6173  
Facsimile: 708-403-9212  
e-mail: [ddomalewski@orland-park.il.us](mailto:ddomalewski@orland-park.il.us)

To the VENDOR:

Telephone:  
Facsimile:  
e-mail:

or to such other persons or to such other addresses as may be provided by one party to the other party under the requirements of this Section.

**SECTION 9: TERMINATION:** This Contract may be terminated by the VILLAGE for cause or convenience upon written notice to VENDOR and in the case of GOODS manufactured or modified to the VILLAGE'S specifications, only upon payment of the costs incurred, as approved by the VILLAGE, up to the date of termination.

**SECTION 10: LAW AND VENUE:** The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

**SECTION 11: MODIFICATION:** This Contract may be modified only by a written amendment signed by both PARTIES.

**SECTION 12: COUNTERPARTS:** This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the PARTIES.

FOR: THE VILLAGE

FOR: THE VENDOR

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

**TERMS AND CONDITIONS OF THE CONTRACT FOR THE PURCHASE OF GOODS**

The VILLAGE may, if the VENDOR does not correct deficiencies in the GOODS with reasonable promptness after receiving a written notice from the VILLAGE, deduct the reasonable cost of the correction or cure from the amounts owed to the VENDOR or require the VENDOR to retrieve the GOODS at its sole expense and deduct the full amount of the returned GOODS from the CONTRACT SUM.

The VENDOR represents to its knowledge and belief that the GOODS are new, contain materials of good quality and that the GOODS conform to the CONTRACT DOCUMENTS. All manufacturers' guarantees and warranties shall be delivered to the VILLAGE prior to the issuance of final payment.

VENDOR shall comply with all local, state and federal statutes, ordinances, codes, rules, regulations and all case law pertaining to the provision of the GOODS to a public body, including but not limited to all of the applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-01 et seq.) VENDOR shall not engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act but shall maintain and require that any suppliers maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Vendors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Vendors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under the Contract.

VENDOR will not be relieved of any obligation to the VILLAGE in performance of the Contract due to failure to examine or receive documents, visit or become familiar with conditions under which the GOODS shall be used or from facts of which VENDOR should have been aware and VILLAGE shall consider all incidents of nonperformance of the Contract related thereto as incidents of default and a breach of the Contract.

The VILLAGE is a public body and is exempt from excise, sales and use taxes; therefore, VENDOR shall not



include any such taxes in its cost figures.

The VILLAGE shall have the right to inspect the GOODS and test the GOODS for suitability for use before acceptance. The VENDOR shall be responsible for the contracted quality and standards of all GOODS supplied under this contract up to the time of final acceptance by the VILLAGE. GOODS not complying with the requirements of the CONTRACT DOCUMENTS may be rejected by the VILLAGE and upon rejection shall be removed at no cost to the Village.

All guarantees and warranties required shall be furnished by the VENDOR and shall be delivered to the VILLAGE before final voucher on the contract is issued.

Execution of the Contract between VILLAGE and VENDOR is contingent upon receipt of any certifications required by the VILLAGE.

The VILLAGE may, at any time, terminate the Contract for the VILLAGE'S convenience and without cause upon written notice to the VENDOR.

SAMPLE