

**COMMUNITY UNIT SCHOOL DISTRICT 308
4175 ROUTE 71
OSWEGO, ILLINOIS 60543**

INSTRUCTIONS TO BIDDERS

PROJECT # 2022-4001 Fuel Bid

Date: September 16, 2022

Sealed proposals are invited for a 3 Year Diesel Fuel/Unleaded Gasoline Contract pursuant to specification.

Proposals:

Proposals must show total bid price for all items specified, showing unit price and unit prices extended; (as set forth on proposal form attached hereto).

Proposals will be received and publicly read aloud by the Community Unit School District 308, Kendall County, Illinois at the place, date, and time hereinafter designated.

PLACE: Community Unit School District 308
Transportation Center
55 Stonehill Road
Oswego, IL 60543

DATE: October 5, 2022

TIME: 10:00 AM (Local Time)

Any proposal received after 10:00 AM on Wednesday, October 5, 2022 will not be accepted.

Said proposal will be submitted to Michael DeArmond, Director of Transportation, Community School District 308, Transportation Center, 55 Stonehill Road, Oswego, Illinois 60543, (630-636-2999). All Proposals will be date stamped when received.

Proposals must be made in accordance with the instructions contained herein. They shall be submitted in duplicate (plus an electronic version) on forms furnished by the School District in an envelope plainly marked with the contractor's name and address and the notations:

3 Year Diesel Fuel/Unleaded Gasoline Contract

October 5, 2022

INSTRUCTIONS TO BIDDERS

GENERAL CONDITIONS

1. The Acceptance of a Proposal by Community Unit School District 308 does not constitute a contract. The Board of Education must formally approve execution of a contract before the document has any legal effect. The following conditions and requirements, as appropriated will become part of the contract:
 - A. Bidding Documents:
Bidding Documents may be obtained from Community Unit School District 308, Administrative Center, 4175 Route 71, Oswego, Illinois 60543, or the district website: www.sd308.org.
The Bidding Documents consist of the following:
 1. Instructions to Bidders
 2. General Conditions
 3. Supplementary General Conditions
 4. Special Conditions
 5. Proposal Form
 6. Contract
 7. Specifications/Drawings
 8. Addenda (if any)
 - B. Requirements for Signing Bids:
All bids must be signed by persons legally qualified to sign such documents (see appendix: Bidders Signature form). If they are signed by any person other than the president of a corporation, or by an agent, or by an Attorney-in-Fact, the authority of the person who signs the proposal is required. Bids which are signed for a partnership shall be signed by one of the partners, or by an Attorney-in-Fact.
 - C. Certain Bidding Conditions and Requirements:
 1. Definitions
Bidding Documents include the advertisement of Invitation to Bid, the bid form and the proposed contract documents including addenda issued prior to receipt of bids.
Addenda are written or graphic instruments issued prior to the execution of the contract which modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the contract documents when the contract is executed. The receipt of addenda represents that any additions of modifications to, or deletions from, the work called for in these addenda are included in the base bid sum.
 2. Forms
All bids must be typewritten. State numbers in both writing and figures. Sign bid form in ink longhand by person or persons legally qualified to sign such documents for the bidder. The substitution and alternate price sections, if shown, are part of the bid form. Do not recapitulate work to be done on the bid form. Oral, telegraphic, telephonic, or facsimile proposals will not be considered.

3. Bidding Procedures

A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids in the advertisement of invitation to bid, or prior to any extension thereof to the bidders. Unless otherwise provided in any supplement to the instructions to bidders, no bidder shall modify, withdraw or cancel his bid or any part thereof for ninety (90) days after the time designated for the receipt of bids in the advertisement of invitation to bid.

Changes or corrections may be made in the contract documents after they have been issued or before bids are received. In such case, a written addendum describing the change or correction will be issued by the School District to all bidders of record. Such addendum or addenda shall take precedence over that portion of the documents concerned, and shall become part of the contract documents. Except in unusual cases, addenda will be issued to reach the bidders at least four (4) days prior to the date established for receipt of bids.

4. Examination of Bidding Documents

Each bidder shall carefully examine all contract documents and all addenda thereto, and shall thoroughly familiarize himself with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should he be in doubt as to their meaning, he shall at once, and in any event not later than ten (10) days prior to bid due date, notify the School District, who will send written addenda to all bidders. The School District will not be responsible for any oral instructions. All inquiries shall be directed to Michael De Armond, Director of Transportation, 55 Stonehill Road, Oswego, Illinois 60543. Telephone (630) 636-2999. After bids are received, no allowances will be made for oversight by bidder.

Each bidder by making his bid represents that he has read and understands the bidding documents.

5. Qualification of Bidders

If required, a bidder shall submit to the School District a properly executed contractor's qualification statement, AIA Document A305, the General Conditions of the Contract; American Institute of Architects, Document No. A-101, 1987 Edition, a part of this specifications as if herein specifically set forth and shall be referred to in detail by each contractor, and each of their subcontractors. Copies are available in the Architectural/Engineering Company's office.

6. Rejection of Bids

The bidder acknowledges the right of the School District to reject any or all bids and to waive informality or irregularity in any bid received and to award each item to different bidders or all items to a single bidder. In addition, the bidder recognizes the right of the School District to reject a bid if the bidder failed to furnish any required bid security or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

7. Compliance with Laws

The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, County, and other local government agencies, which may in any manner affect the performance of the contract including, but not limited to, laws pertaining to safety, wage rates, discrimination, intimidation of employees and preference to citizens of the United States and the State of Illinois. Provisions of said Acts are hereby incorporated by reference and become a part of these specifications.

8. Non-Discrimination

The Contract Provider, in performing under this contract, shall not discriminate against any worker, employee, applicant, or any member of the public because of race, creed, sexual orientation, color, age, sex or national origin, or otherwise commit an unfair employment practice including full compliance with the requirements of federal and state civil rights laws, including but not limited to: the Illinois Civil Rights Act of 2003, P.A. 93-0425; Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.; the Americans with Disabilities Act, 42 U.S.C. 12101 et seq., and the Rehabilitation Act of 1973, as amended, 29 USC 701 et seq., as well as rules and regulations promulgated there under.

The Contract Provider further agrees that this article will be incorporated by the Contractor in all contracts entered into with suppliers of material or service, contracts and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this agreement.

9. Proposal Costs

Costs incurred in preparation of the bid directly or indirectly, oral presentations, supplements or clarification or any reasonable appearance or request which may be required by the District in connection with this invitation shall be the sole responsibility of the contractor and shall not be reimbursed in any manner by the District.

Any contractor who challenges the District's decision, in any type of litigation, shall, unless contractor prevails in such litigation, be responsible for the District's attorney fees, costs and expenses, in defending such litigation.

Ownership of material submitted will become the property of the District. Any selection or rejection does not affect the right. All materials submitted will be retained by the District and not returned to the contractor.

10. Indemnity

To the fullest extent permitted by law the contractor shall indemnify, keep and save harmless the CUSD 308 Board (herein referred to as the Board), their agents, officials and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses, arising from or related to any act, negligence or omission of the contractor or its employees in performing under this contract, and the contractor shall, at his own expense, appear, defend and pay all charges of attorney fees and other expenses arising there from or incurred against the Board in any such action, except to the extent caused solely by negligence of the Board or its employee.

11. Subletting or Assignment of Contract or Contract Funds

No contract shall be assigned or any part of the same subcontracted without the written consent of the Board, but in no case shall such consent relieve the contractor from his obligations, or change the terms of the contract.

The contractor shall not transfer or assign any contract fund or claim due or to become due without the written approval of the Board having first been obtained. The transfer of assignment of any contract funds either in whole or in part, or any interest therein, which shall be due or to become due the contractor, shall cause the annulment of said transfer or assignment.

12. Default

The Board may, subject to the provisions specified herein, by written notice of default to the contractor, terminate the whole or any part of this contract in any one of the following circumstances:

If the contractor fails to make delivery or to perform the services within the time specified herein or any extension thereof or:

If the contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performances of the contract in accordance with its terms, and in either of these two circumstances, does not correct such failure within a period of ten (10) calendar days (or such period as the Board may authorize in writing) after receipt of notice from the Board specifying such failure.

In the event the Board terminates this contract in whole or in part as provided above, the Board may procure, upon such terms and in such manner as the Board may deem appropriate, supplies or service similar to those terminated, and the contractor shall be liable to the Board for any excess costs for such similar supplies for services: provided, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of the clause.

13. Compensation

In consideration for services rendered under this contract, the School District shall pay to the contractor sums due and calculated in accordance with the rates as set forth. The contractor shall invoice the School District by the third (3) working day of the month for services provided through the last day of the preceding month, together with such other information as may be required by the School District to enable the School District to comply with all requirements for reimbursement.

The contractor shall also submit reports or provide additional information as requested by the School District.

After verification of the invoice, the School District shall pay the verified amount due to the contractor on or before the 30th day of the following month in which the invoice has been processed.

Payment of any disputed item(s) may be withheld until mutual agreement is reached between the contractor and the School District relative to the item(s) or provisions upon which the difference arises or until the matter is judicially resolved in accordance with the contract.

Cash discounts will not be taken into consideration in determining the lowest bid.

14. Tax Exemptions/Permits

Community Unit School District 308 is exempt from Federal, State, and Municipal Taxes. The Contractor shall secure all permits (if any), fees and licenses necessary for the execution of the work. Our Illinois State Tax Exempt number is E 9995-8708-06.

15. Insurance

Contractors shall maintain all necessary and proper insurance for the duration of the work to be performed, including Comprehensive General Liability Insurance and Property Damage Insurance and Workers Compensation Insurance, as well as Automobile Liability Insurance.

INSURANCE REQUIREMENTS

- A. Workers Compensation Coverage A - Statutory
Coverage B - \$500,000.00

- B. Comprehensive General Liability
 - Public Liability Each Person - \$500,000.00
Each Accident - \$1,000,000.00*

 - Property Damage Each Person - \$500,000.00
Each Accident - \$1,000,000.00*

or "combined single limit" of \$1,000,000.00

Certificate shall be on the "Comprehensive" form and include:

- Products/Completed Operation
- Blanket Contractual Insurance
- Broad Form Property Damages
- Independent Contractors

The aforesaid public liability and property damage insurance shall also include indemnity insurance against any and all claims that may arise during the course of the contract under the provisions 60, 60, Chapter 79, Illinois Revised Statutes, 1959 (Scaffolding Act).

- C. Comprehensive Automobile
 - Public Liability Each Person - \$500,000.00
Each Accident - \$1,000,000.00*

 - Property Damage Each Person - \$500,000.00
Each Accident - \$1,000,000.00*

or "combined single limit" of \$1,000,000.00
Including.....Non-Ownership & Hired Car

- D. Umbrella Liability \$1,000,000.00 excess of Underlying limits

A certificate of insurance shall be provided and acceptable to the District evidencing this coverage ten (10) days prior to the commencement of the contract and as requested by the School District.

The School District, in its sole discretion, reserves that right to increase or decrease the required amount by giving notice to the bidders at least four (4) days prior to the bid opening.

16. Prevailing Wage Law

The Prevailing Wage Law (820 IL CD 130/) requires that the prevailing rate of wages shall be paid to all laborers, workers, and mechanics employed under a contract for public works as defined in 820 ILCS 130/2. Pursuant to 820ILCS 130/4(b) and (b-1), it shall also be mandatory upon the contractor to whom the contract is awarded to insert into each subcontract and into the project specification for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the contract. It shall also be mandatory upon each subcontractor to cause to be inserted into each lower tiered subcontract and into the project specifications for each lower tiered subcontract a stipulation to the effect that not less than

the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the contract, and when a contractor has awarded work to a subcontractor without a contract or contract specification, the contractor shall provide a subcontractor with a written statement indicating that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work on the project. Pursuant to 820 ILCS 1130/4(f), it shall be mandatory upon the contractor or construction manager to whom a contract for public works is awarded to post, at a location on the project site of the public works that is easily accessible to the workers engaged on the project, the prevailing wage rates for each craft or type of worker or mechanic needed to execute the contract or project or work to be performed. In lieu of posting on the project site of the public works, a contractor which has a business location where laborers, workers, and mechanics regularly visit may: (1) post in a conspicuous location at that business the current prevailing wage for each county in which the contractor is performing work; or (2) provide such laborer, worker, or mechanic engaged on the public works project a written notice indicating the prevailing wage rates for the public works project.

17. Specification

Generally, where specifications indicate a particular brand or manufacturer's catalog number, it shall be understood to mean that specifications or equal, or item that will perform comparable function and be equal thereto the needs of the School District, unless "No Substitutes" is specified. When offering alternates, they must be identified by brand name catalog number. In addition, the manufacturer's literature shall be included with the bid. All product will be in compliance with Public Act 096-0281 (required use of Biodiesel by certain vehicles).

18. Substitutions

It is the intention of this specification that the Base Bid Proposal figure be based upon the "standard" or "standards" specific herein. "Standard" means the name, material or grade of any product, etc. named in the specification, whether or not the term "or equal" is used.

Substitutions may be made only under the following two guidelines:

- A. Substitutions will be approved for inclusion in the Base Bid Proposal amount if the request is submitted at least five (5) work days before bid opening, information so submitted shows conclusively that the item is in fact equal, and the engineering approves of the item. All substitutions must be approved by the District and/or architectural/engineering company, in writing, before the bid due date to be valid.
- B. Voluntary substitutions may be submitted on the proposal form in the space provided. This voluntary substitution is at the option of the bidder, and may or may not be considered by the owner after bidding. Such voluntary substitution proposals in no way affects the requirements that the Base Bid proposal amount be based upon the "Standards" specified, or the substitutions approved, in writing, by the District and/or architectural/engineering company prior to the bid due date.

19. F.O.B.

All prices must be quoted F.O.B. Oswego, Illinois. Shipments shall become the property of the District after delivery and acceptance.

20. Cost of Delivery

Bid price shall include delivery as indicated herein.

21. Reordering

Reorders for the same items (s) shall be furnished at the base contract price or shall be furnished pursuant to a schedule of prices attached herein by the contractor. Reorders shall be within the sole discretion of the School District.

22. Performance Bond and Labor and Material Payment Bond

With regard to contracts subject to the Prevailing Wage Law, pursuant to 820 ILCS 130/2 (c) all contractor's and subcontractor's bonds shall include such provisions as will guarantee the faithful performance of such prevailing wage clause as provided by contract or other written instrument.

23. Terms of Contract

Upon Board of Education approval, said contract shall commence on **November 14, 2022** and terminate on **November 13, 2025**.

PROPOSAL FOR A
3 YEAR DIESEL FUEL/UNLEADED GASOLINE CONTRACT

Date:

To: Community Unit School District 308

From:

To Whom it May Concern:

The undersigned proposes to furnish all labor, material, services, equipment and delivery necessary to perform procurement and delivery of #2 Ultra Low Sulfur with 2% Bio Mix Diesel Fuel and Unleaded Gasoline as stipulated in Bidding Documents, including Plans, Specifications and Drawings, Proposal forms and General and Supplementary Conditions for the sum set forth in this proposal.

I have received the following addenda issued during the bidding period, (No. and Date) _____ and have included them in my proposal. I have examined the documents and submitted the following proposal:

1. To hold my bid form for ninety (90) days.
2. To hold alternate proposals open for ninety (90) days and to accept provisions of the Instruction to Bidders regarding disposition of bid security.
3. To enter in to and execute a contract, if awarded, on the basis of this proposal.
4. To accomplish the work in accord with the contract documents.
5. To complete the Work in strict accord with the Delivery Schedule described in Instructions to Bidders. Proposals must show total bid price for all items specified herein.

Product Price is for #2 Ultra Low Sulfur with 2% Bio Mix Diesel Fuel.

I (We) will complete the Work in the project for **3 years** for the **per gallon bid price** of:

Price will adjust (up or down) on the day of delivery based on daily low range of the Opis Distillate Gross Price Publication as stipulated on paragraph 9, Page 12 of this bid document.

Price adjustment Per Gallon: _____ Product Price for #2 Ultra Low Sulfur Diesel: _____

Product Price for #1 Diesel: _____

Product Price is for Unleaded Gasoline.

I (We) will complete the Work in the project for **3 years** for the **per gallon bid price** of:

Price will adjust (up or down) on the day of delivery based on daily low range of the Opis Distillate Gross Price Publication as stipulated on paragraph 9, Page 12 of this bid document.

Price adjustment Per Gallon: _____ Product Price for Unleaded Gasoline: _____

Diesel Fuel Specification

1. Fuel Specifications

*Any major brand of midgrade #2 Ultra Low Sulfur with 2% Bio Mix Diesel Fuel. Fuel must meet or exceed 40 cetane (normally #2 Diesel).

*Fall and winter blends – **during the months of November thru March** – can be a mix of winter blends of #1 and diesel anti-gel additive and must be capable of sustaining engine fuel flow down to -30 degrees Fahrenheit and must be added to the #2 Ultra Low Sulfur with 2% Bio Mix accordingly.

Fuel requirements for bid package:

Ultra Low Sulfur Diesel (ULSD) fuel is required for diesel engines used with advanced after treatment systems. The fuel should meet all the specifications of ATSM D975 standard (current year revision, including the EPA specification for sulfur content (0.0015% mass of 15 parts per million maximum). These specifications are included in the standard under the designation No. 2-D S15 fuel and No. 1-D S15 fuel. Grade No. 1-D fuel is a lighter fuel with higher volatility than Grade No. 2-D; it may be blended with grade No. 2-D in winter time to provide engine operability under low ambient temperature.

Acceptable Diesel Fuel Blends

- Ultra low sulfur Kerosene (No. 1-D S15 diesel fuel) blended with No. 2-D S15 fuel to improve cold weather performance. Blend rate would depend on regional low temperatures.
- Lower biodiesel blends up to B5 (a blend of 5% neat biodiesel with 95% diesel fuel).

Such blends have characteristics indistinguishable from diesel fuel. If the two components meet the requirements of their standards: ASTM D6751 current revision, for neat biodiesel and ASTM D975 current revision, for ultra-low sulfur diesel fuel.

As of October 1, 2008 blends of up to 5% biodiesel are included in the Diesel Fuel Standard ATSM D975-08a. (D975-08a designates the 2008 revision of the standard).

Use if Higher Biodiesel Fuel Blends (B6 to B20) (This is if we want to elevate to B11)

Standard ASTM D7467-08 covers the specifications for blends between 6% and 20% (B6 to B20). These blends may be used in vehicles that operate in populated areas or in fleets which are required to use alternative fuels to reduce urban pollution.

Supplier

- Supplier must be a BQ9000 certified fuel supplier, must provide proof that the supplier meets the ASTM D7467-08 Standard.

Acceptable Unleaded Gasoline Blends

- Gasoline to contain 10% ethanol regular 87 Octane OPIS average.
- Unbranded gasoline.
- Use of alcohol additives to raise the octane rating is not acceptable.
- Identify and define additives for winter blends.

2. Quality Control

All quality control will be the responsibility of Community Unit School District 308. The School District reserves the right to sample deliveries which will produce samples for testing purposes which are fully representative of the product delivered.

All product that does not meet specification requirements will be rejected, and when so ordered by the Director of Transportation, the contractor shall at his expense, replace all inferior product delivered with product meeting the specification requirements.

3. Annual Usage

Our annual usage is approximately 233,000 gallons. Approximately 85,000 gallons of Unleaded Gasoline Blend to contain 10% ethanol regular 87 Octane OPIS average **and** approximately 148,000 gallons of #2 Ultra Low Sulfur with 2% Bio Mix Diesel Fuel.

Shipments must be received within twenty-four (24) hours of our telephone order. The capacity is (1) 12,000 gallon underground storage diesel fuel tank and

(1) 12,000 gallon underground unleaded gasoline tank located at the Transportation Center, 55 Stonehill Road, Oswego, Illinois. The annual usage figure is approximate based on current usage. This figure may change over the period of the contract.

4. Transportation Fuel Tanks

The fuel tanks are the property of the school district and will be maintained at district expense.

5. Contract Period

The contract period will be from November 14, 2022 through November 13, 2025 for a three (3) year contract.

6. Payment of Invoices

In consideration for services rendered under this contract, the School District shall pay to the contractor sums due and calculated in accordance with rates as set forth. The contractor shall invoice the School District by the third (3) working day of the month for services provided through the last day of the preceding month, together with such other information as may be required by the School District to enable the School District to comply with all requirements for reimbursement.

The contractor shall also submit reports or provide additional information as requested by the School District. After verification of the invoice, the School District shall pay the verified amount due to the contractor on or before the 30th day of the following month in which the invoice has been processed.

Payment of any disputed item (s) may be withheld until agreement is reached between the contractor and the School District relative to the item(s) or provision upon which the difference arises or until the matter is judicially resolved in accordance with the contract. **(A copy of the daily Opis Distillate Gross Price for the Chicago area on the date fuel is delivered for each product or percentage thereof must be included with the invoice).**

7. Transport Loads

Include in your bid the number of gallons that constitute a transport load.

8. Delivery and Usage

Delivery is to be made within 24 hours of our request. The time of delivery must be coordinated with the Director of Transportation or designee. The delivery driver must check in with vehicle maintenance

personnel prior to beginning the delivery of fuel. Tanks must be measured before and after filling. The measurements must be recorded on the delivery receipt.

9. Proof of Delivery

Proof of delivery must be provided in one of the following ways:

- A. A metered ticket to be supplied with each delivery and signed by a representative of the Transportation or Vehicle Maintenance Department.
- B. Drivers must supply a copy of the bill of lading for the terminal showing the number of gallons received as well as the numbers on the seal at the point of fill from the terminal. These seal numbers will be matched with the numbers on the seal at the time of delivery to our location.

10. Proposals

The price per gallon shall bid as follows:

- A. All vendors shall bid gross gallons.
- B. Pricing for #2 Ultra Low Sulfur with 2% Bio Mix Diesel Fuel, and #1 if required, will be based on the low range of the published price for the Chicago area, in the daily Opus Distillate Gross Price, on the date of delivery.
- C. **For bidding purposes, all bidders will use the low range of the published price for the Chicago area in the daily Opus Distillate Gross Price on August 15, 2022. Opus report must be attached to proposal.**
- D. The price adjustment factor which includes your profit, delivery and handling is to be added to the price published for the Chicago area, in the daily Opus Distillate Gross Price. **The Price adjustment factor will remain firm for the life of the contract.**
- E. If a blend of #1 and #2 Ultra Low Sulfur with 2% Bio Mix Diesel Fuel is ordered, the price will be based on the percentage quantity of each type of fuel that has been ordered.
- F. Any taxes for which we are liable will be added to the invoice.
- G. The School District is exempt from Federal Excise tax and Sales Tax.
- H. If you plan to use a common carrier, we must be notified in writing. Also, Community Unit School District 308 must be named as a certificate holder on the Common Carrier's insurance certificate and the coverage must meet District requirements.

BIDDER'S/CONTRACTOR'S CERTIFICATION

Pursuant to P.A. 85-1295 (720 ICLS 5/33 E-1 et. Seq.), the undersigned contractor hereby Certifies to Oswego Community Unit School District 308 that the contractor is not barred from bidding on the contract as a result of a violation of either Section 33 E-3 or 33 E-4 of that Act.

Date: _____

Bidder's/Contractor's Name

By: _____
Signature

Print Name and Title

The Bidder's/Contractor's Certificate must be signed and submitted with the bid document. Omission or failure to sign the Contractor's Certificate is a cause for rejection of the bid.

BIDDER'S/CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

Each Contractor submitting a bid with twenty-five or more employees must submit a Certificate of Compliance with the Illinois Drug-Free Workplace Act certifying that the Contractor shall provide a drug-free workplace for employees engaged in the performance of working under the contract. This certifies that the Contractor shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract and that the Contractor is not barred from bidding on public contracts due to a violation of the Illinois Drug Free Workplace Act (30 ILCS 1 et seq.) The contract shall be subject to suspension of payments or termination, or both, if it is determined that the Contractor has made false certification or has violated the certification by failing to carry out the requirements of the Illinois Drug Free Workplace Act. A copy of the Contractor's current drug and alcohol testing procedures must accompany the bid and must be in strict compliance with State and Federal regulation.

The undersigned contractor hereby certifies to the contracting agency that it will provide a drug-free work place by:

A. Publishing Statement:

1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
2. Specifying the actions that will be taken against employees for violations of such prohibition.
3. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) Abide by the terms of the statement: **and**
 - (b) Notifying the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

B. Establishing a drug free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace
2. The grantee's or contractor's policy of maintaining a drug free workplace
3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon employees for drug violations.

C. Making it a requirement to give a copy of the statement required by subsection (1) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

D. Notifying the contracting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (A) from an employee or otherwise receiving actual notice of such conviction.

- E. Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Ill, Rev. Stat. ch. 127 Para. 132.315.
- F. Assisting employees in selecting a course of action in the event drug counseling treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- G. Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.

Failure to abide by this certification shall subject the contractor to the penalties provided in 30 ILCS 580/1 et. Seq.

Bidder's/Contractor's Name

By: _____
Signature

Print Name and Title

Date: _____

Bidder's/Contractor's Drug-Free Workplace Certification must be signed and submitted with the bid document. Omission or failure to sign the Certificate is cause for rejection of a bid.

Project # 2022-4001, 3 Year Diesel Fuel/Unleaded Gasoline Bid.

SEXUAL HARASSMENT POLICY CERTIFICATION

Contractor does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775-ILCS 5/2-105) that (he, she, it) has a written sexual harassment policy that 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) an internal complaint process including penalties;
- (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Right Commission;
- (vi) directions on how to contact the Department of Human Rights and Human Rights Commission; and
- (vii) protection against retaliation.

A copy of the contractors current Sexual Harassment Policy must accompany the bid.

Bidder's/Contractor's Name

By: _____
Signature

Print Name and Title

Date: _____

COMMUNITY UNIT SCHOOL DISTRICT NO. 308
ANTI-COLLUSION AFFIDAVIT OF COMPLIANCE

_____, being first and duly sworn,
deposes and says: That he is _____ of

(Partner, Office, owner, etc.)

(Contractor)

The party making the foregoing proposal or bid, that such bid proposal is genuine and not collusive, or sham: that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any contractor or person, to put in a sham bid or refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price element or said bid, or that of any other contractor, or to secure any advantages against any other or any person interested in the proposed contract.

(Name of Contractor, if Contractor is an Individual)
(Name of Partner, if Partner is a Partnership)
(Name of Officer, if Contractor is Corporation)

The above statements must be subscribed and sworn to before a notary public.
Subscribed and sworn to

This _____ day of _____.

By _____

(Notary Public)

HAZARDOUS COMMUNICATION/PROCEDURES STATEMENT

Per agreement the Contractor and the Community School District 308, in which Contractor has agreed to perform certain work on School District property for an agreed fee rate, Contractor acknowledges that he uses various substances which may be classified as hazardous substances under OSHA's Hazard Communication Standard.

It is the Contractor's sole responsibility to inform its employee of the described hazardous substances and to provide Material Safety Data Sheets in each building in a location known to all.

The School District specifically reserves the right to interrupt or terminate Contractor's work if Contractor should fail in whole or in part to comply with these terms and Contractor shall be prohibited from renewing such work in progress until all applicable safety and health procedures are implemented.

Bidder's/Contractor's Name

By: _____
Signature

Print Name and Title

Date: _____

**CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH SCHOOL DISTRICT POLICY
RE: CONTRACTOR EMPLOYEE CONVICTED OF CERTAIN OFFENSES**

Pursuant to Section 5/10-21.9 of the Illinois School Code and Policy of the Community Unit School District No. 308, the undersigned hereby certifies as follows:

1. The contractor shall not send to any school building or school property any employee or agent who is a child sex offender as defined in the Child Sex Offender and Murderer Community Notification Law and who may have any direct or indirect contact with any student.
2. The contractor shall not send to any school building or school property any employee or agent who has been convicted of any offense identified in Section 5/10 © .9 of the Illinois School Code and who may have any direct or indirect contact with any student.

At least quarterly, the contractor shall contact the local law enforcement authority where each employee or agent resides to determine if the employee is on the list of registered felons who have committed child sex offenses. The contractor shall also provide the District with the name and address of each employee who will perform work on school property and require that the employees submit to a criminal history background investigation.

Bidder's/Contractor's Name

By: _____
Signature

Print Name and Title

Date: _____

Project # 2022-4001, 3 Year Diesel Fuel/Unleaded Gasoline Bid.

COMMUNITY UNIT SCHOOL DISTRICT NO. 308
CONTRACTOR AND SUBCONTRACTOR
SUBSTANCE ABUSE PREVENTION POLICY

Pursuant to P.A. 95-0635 (the "Substance Abuse Prevention on Public Works Act"), employees of the Contractor and employees of any Subcontractor are prohibited from the use of drugs or alcohol, as defined in the Act, while performing work on any public works project.

Before the Contractor or Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P.A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P.A. 05-0635.

The Contractor and any Subcontractor shall file with the public body engaged in the construction of the public works: a copy of the substance abuse prevention program along with a cover letter certifying that their program meets the requirements of the Act or a letter certifying that the Contractor or Subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act. A certification form is attached and must be completed by the Contractor and each Subcontractor to this Contract.

Date: _____

Community Unit School District 308
4175 Route 71
Oswego, Illinois 60543

Re: Substance Abuse Prevention Program

Pursuant to Public Act 95-0635, the undersigned hereby certifies that it is in compliance with the terms and provisions of the Substance Abuse Prevention on Public Works Act. In particular, the undersigned hereby represents and warrants to the (Name of Public Body) as follows:

[Complete either A or B below]

- A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

Date: _____

Contractor/Subcontractor

Name of Authorized Representative (please print)

Title of Authorized Representative (please print)

Signature of Authorized Representative

Project # 2022-4001, 3 Year Diesel Fuel/Unleaded Gasoline Bid.

- B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

[Attach a copy of the program]

Date: _____

Contractor/Subcontractor

Name of Authorized Representative (please print)

Title of Authorized Representative (please print)

Signature of Authorized Representative

IF AN INDIVIDUAL

SIGNATURE OF BIDDER _____

Doing Business As: _____

Business Address: _____

City: _____ State: _____

IF A CO-PARTNERSHIP

Name of Firm: _____

Signature: _____

Business Address: _____

City: _____ State: _____

Name and Address of all members of Firm:

IF A CORPORATION

Corporate Name: _____

A Corporation in the State of: _____

Signature: _____

Business Address: _____

City: _____ State: _____

Names of Offices:

President: _____

Secretary: _____

Treasurer: _____