

**RESOLUTION 2021-108**

**PASSED: DECEMBER 13, 2021**

**AUTHORIZING A FUEL SUPPLY/BRANDING AGREEMENT WITH ASCENT AVIATION GROUP, INC. FOR AVIATION FUELS AND SERVICES TO THE DEKALB TAYLOR MUNICIPAL AIRPORT FROM JANUARY 1, 2022, TO DECEMBER 31, 2024.**

**WHEREAS**, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

**WHEREAS**, City staff issued a request for proposals for aviation fuels for the period of January 1, 2022 to December 31, 2024 (the "Aviation Fuel RFP"); and

**WHEREAS**, City staff recommends approving the responsible bid of the current contractor, Ascent Aviation Group, Inc. (the "Contractor"), as set forth in Exhibit A attached hereto and incorporated herein (the "Aviation Fuel RFP Bid Response"); and

**WHEREAS**, the City's corporate authorities find that it is in the City's best interests for the promotion of the public health, morals and welfare to approve the Aviation Fuel RFP Bid Response in accordance with the provisions of this Resolution; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DEKALB, ILLINOIS:**

**SECTION 1:** The recitals to this Resolution are true, correct, material, adopted, and incorporated herein by reference as if fully set forth as Section 1 to this Resolution.

**SECTION 2:** The City's corporate authorities approve the Contractor's Aviation Fuel RFP Bid Response, waive all applicable competitive bidding requirements, and further authorize, direct, and ratify the City Manager to enter into a 3-year contract with Contractor for the purchase of aviation fuels for a period of January 1, 2022 to December 31, 2024, in a form acceptable to the City Manager, and to take all acts necessary to effectuate this resolution and the City's acceptance of Contractor's Aviation Fuels RFP Bid Response.

**SECTION 3:** This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, that this resolution shall supersede state law in that regard within its jurisdiction.

**SECTION 4:** This resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 13<sup>th</sup> day of December and approved by me as Mayor on the same day. Passed by 96-02 roll call vote as follows:

Morris: Absent

Larson: Aye

Smith: Aye  
Perkins: Aye  
McAdams: Absent

Verbic: Aye  
Faivre: Aye  
Barnes: Aye



Cohen Barnes  
**COHEN BARNES, Mayor**

ATTEST:

Ruth A. Scott

Ruth A. Scott, Executive Assistant

**EXHIBIT A**  
**(The Aviation Fuels RFP Bid Response)**



Ascent Aviation Group, Inc.  
a subsidiary of World Fuel Services, Inc.

October 25, 2021

City of DeKalb  
Finance Department  
Attn: Accounts Payable/Purchasing Agent  
164 East Lincoln Highway  
DeKalb, IL 60115

RE: City of DeKalb -- Request for Bid for Aviation Fuels for DeKalb Taylor Municipal Airport  
Opening Date and Time: October 29, 2021 -- 2:00 PM CST

Dear Purchasing Agent:

Ascent Aviation Group, Inc. and World Fuel Services have had the pleasure of working with DeKalb Airport and serving them as fuel supplier for the past several years. We are pleased to be submitting a sealed competitive bid for the supply of aviation fuels and related services. Our bid is subject to the negotiation between us and the city of deviations to the terms and conditions and sample agreement that was included in the bid, if we are the successful bidder.

Ascent Aviation Group, Inc., located at One Mill Street, Parish, New York, is the legal entity submitting this bid. Ascent is a wholly owned subsidiary of World Fuel Services, Inc. Ascent Aviation Group, Inc. was incorporated in the state of New York in 1989 and became part of the World Fuel Services Network (WFSN) in 2011 as the premier bulk distributor of Branded and Unbranded Aviation Fuel for domestic FBO operations. We support quality aviation service operations and focus on business growth for the FBO's in our network.

Headquartered in Miami, Florida, World Fuel Services Corporation is a publicly traded corporation (NYSE: INT) and a global leader in fuel logistics, specializing in the marketing, sale and distribution of aviation, marine, and land fuel products and related services. We offer Airports, FBOs, Commercial Airlines, and Flight Departments & Aircraft Operators a single-supplier convenience: competitive pricing, trade credit availability, price risk management, logistical support, fuel quality control and fuel procurement outsourcing.

World Fuel Services is committed to the 1,400 + airports that we serve nationwide. Our management and personnel are professionals and experts in their related specialties in the aviation industry. We have the right mix of entrepreneurial spirit and corporate Fortune 500 potency that combines flexibility and agility with the strength of a publicly traded corporation to assist each customer. In addition to the US market, World Fuel Services markets fuel and related services to commercial, business and government aircraft at more than 2,900 airports and 3,500 locations around the world.

Paul Murchie will be the account representative dedicated to your account and can be reached at (614) 370-9097 or by email at [pmurchie@wfsCorp.com](mailto:pmurchie@wfsCorp.com). Paul is conveniently located in the Columbus area.

On behalf of World Fuel Services and the entire Business Aviation team, I would like to thank you for the opportunity to submit this proposal to hopefully remain as the fuel supplier for DeKalb Taylor Municipal Airport.

Sincerely,

A handwritten signature in dark ink, appearing to read "Steve Drzymalla", written over a horizontal line.

Steve Drzymalla  
SVP, Business Aviation, Bulk Sales  
and authorized officer for Ascent Aviation Group, Inc.



164 East Lincoln Highway  
DeKalb, Illinois 60115  
815.748.2000 • cityofdekalb.com

### **Bid/Proposal Cover Sheet**

**Name of Project:** City of DeKalb – Requests Bids for the Procurement of Aviation Fuel at its DeKalb Taylor Municipal Airport

**General Description of Project:**

The City of DeKalb's DeKalb Taylor Municipal Airport is seeking bid proposals for Avgas 100 LL and Jet A aviation fuel. Bids should include bids for three- and five-year contracts.

**Website Link:** <http://www.cityofdekalb.com/bids>

**Type of Bid:** ☒ Bid for Goods  
☐ Bid for Services  
☐ Request for Qualifications  
☐ Request for Proposals  
☐

**City Representative:**

**Name:** Renee Riani, Public Works - Airport Manager  
**E-Mail:** renee.riani@cityofdekalb.com  
**Phone:** 815.748.8102

**Bid Release Date:** Tuesday, October 12, 2021  
**Last Day for Questions:** Friday, October 15, 2021  
**Pre-Bid Meeting:** N/A **Attendance Mandatory:** ☐ Yes ☒ No  
**Question Response Date:** Friday, October 22, 2021  
**Bid Due Date:** Friday, October 29, 2021 **Deadline:** 2:00 P.M.

**All Bids must be received at the City of DeKalb, Finance Department, Attn. Accounts Payable/Purchasing Agent, not later than 2:00 p.m. on the Bid Due Date outlined above.**

**Required Security:** See Section 2.13 of the Proposal.

**Required Insurance:** See applicable terms of Exhibit E, Independent Contractor Agreement, and Section 2.09 of the Contract Documents (and subsections).

**All persons desiring to submit a bid under these Contract Documents must contact the City of DeKalb and provide an email address at which notices can be sent and received by the proposed Bidder or Contractor. This address will be used for official communications from the City, including pre-bid communications.**

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**City of DeKalb**

**Legal Notice**

**Invitation for Bid**

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The City of DeKalb, IL will accept sealed bids for Avgas 100 LL and Jet A aviation fuel at the DeKalb Taylor Municipal Airport.

Specifications and all Contract Documents are available on-line on the City of DeKalb's web page at [www.cityofdekalb.com](http://www.cityofdekalb.com) under Quick Links/Bids & RFPs. They may also be obtained from the City of DeKalb Finance Department, Attn: Accounts Payable/Purchasing Agent, 164 E. Lincoln Hwy, DeKalb, IL 60115. Bids will be received by the City Manager's Office, at the above address until Friday, October 29, 2021, at 2:00 p.m. All bids will be publicly opened immediately thereafter.



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### **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE** required by the Illinois Fair Employment Practices Commission as a material term of all public contracts.

During the performance of this contract, the Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3. That, in 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, national origin, or ancestry.

4. That it will 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 contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

7. That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10 (b) of the Commission's Rules and Regulations for Public Contracts so that such provision will be binding upon every such subcontractor; and that it will also include the provisions of paragraphs 1, 5, 6, and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any



subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

The City of DeKalb does not discriminate on the basis of handicapped status in admission or access to, or treatment or employment in, its programs and activities.

## **Section 1: STANDARD CONDITIONS**

### **1.00 General Bid Notes:**

The City Council of the City of DeKalb reserves the right to accept or reject any and all bids, to waive any technicalities, discrepancies, or information in the bids, or to waive competitive bidding and negotiate directly with one or more contractors. The City also reserves the right to divide the contract into multiple agreements and to have multiple parties complete separate components of the required work. The City of DeKalb does not discriminate in admission, access to, treatment, or employment in its programs and activities.

General questions regarding the Legal Notice or the Bid Specifications shall be directed to the City's Representative at the contact information provided on the Bid Cover Sheet. All detailed questions concerning the actual bid specification are to be forwarded in writing.

Following bid opening, review, and the City's receipt of an award recommendation, pending contract awards will be posted on the City of DeKalb's web site.

Individuals with disabilities who plan to attend this meeting and who require certain accommodations to allow them to observe and/or participate in this meeting are requested to contact the City Manager's Office at 815-748-2090 at least one (1) week prior to this public meeting if possible.

All costs incurred in the preparation, submission and/or presentation of any proposal including any Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the City.

**ALL RESPONDING BIDDERS ARE REQUIRED TO SUBMIT ALL PAGES OF THIS BID PACKAGE, INCLUDING ALL ATTACHMENTS (AND ANY CONTRACTOR-GENERATED SUPPLEMENTS THERETO), IN ORDER TO SUBMIT A VALID BID.**

**All persons desiring to submit a bid under these Contract Documents must contact the City of DeKalb and provide an email address at which notices can be sent and received by the proposed Bidder or Contractor. This address will be used for official communications from the City, including pre-bid communications.**

### **1.01 Contract Documents:**

Any drawings, plans, standard conditions, special conditions, supplemental additional conditions, specifications, bid notice, bid sheet, and addendum, if any, as specified herein shall form the "Contract Documents." For the purpose of this bid, the word "City" shall refer to the City of DeKalb, and the word "Bidder" or "Contractor" shall refer to any person, company, or entity submitting a bid. Any work shown or described in one of the documents shall be construed as if described in all the documents. For purposes



of any provision in here requiring the defense, indemnity or insuring of the City, such reference shall include the City, its employees, officers, elected and appointed officials, attorneys, contractors and subcontractors. The "City Representative" shall be the person so indicated on the Bid/Proposal Cover Sheet.

#### **1.02 Interpretation of Contract Documents:**

Each request for interpretation of the Contract Documents shall be made in writing addressed to the City Representative and shall be received at least five (5) business days prior to the pre-bid meeting. Interpretations and supplemental instructions will be the form of written addenda to the Contract Documents. In the event that there is no pre-bid meeting, requests for information must be received by the City Representative at least ten days prior to bid opening. The City reserves the right to determine what constitutes a material variation from the terms of these Contract Documents, and to waive variations deemed immaterial, in its sole discretion.

#### **1.03 Electronic Bid Documents:**

Bidders that download PDF documents from the City of DeKalb's internet web page must immediately notify the City Representative via e-mail as outlined on the Cover Sheet and attend the pre-bid meeting (if marked as mandatory) if they intend to submit a response to the bid documents. This step is necessary to establish a communication link between the City and the Bidder so that any addenda or other relevant information may be transmitted properly. The Bidder, not the City, is responsible for obtaining any addenda to the original specification when the Bidder chooses the option of downloading bid or proposal files. Addenda and other relevant information will be posted on the City of DeKalb web page. Bidders must provide an email address which can be used by the City to send bid addenda or other official communications. All Bidders must sign off and acknowledge receipt of all bid addenda. The form of Bid Addenda is attached hereto as Exhibit J.

#### **1.04 Submittal of Bid:**

Bids must be submitted to City Manager's Office at 164 E. Lincoln Hwy, DeKalb, IL 60115 no later than 2:00 P.M. Bids arriving after the specified time will not be accepted, even in cases of delay by train. Bids will not be accepted at any other location or by any other City personnel. Any bids erroneously accepted at any other location or by other City personnel shall be returned unopened. Mailed bids which are delivered after the specified hour will not be accepted regardless of postmarked time on the envelope. Bidders should carefully consider all bid delivery options (US Postal Service, UPS, Federal Express, Emery Express, private delivery service, etc.) and select a method that will successfully deliver their bid by the required time and date. Bids shall be submitted in sealed envelopes carrying the following information: Bidder's name, address, subject matter and document number of bid as indicated in the specification, and designated date and time of the bid opening. All bids must be clearly marked at the top of each side of the envelope: "Official Bid: Do Not Open." Bids will only be accepted by delivery or US mail; bids will not be accepted by facsimile, e-mail, internet, telephone or telegraphic means. All times are based upon the official time in the City of DeKalb, Central Standard Time or Central Standard Daylight Time (whichever applies at the time of bid).

#### **1.04.01 Pre-bid Meeting:**

~~A pre-bid meeting will be held at the DeKalb City Hall, 200 S. Fourth Street, DeKalb, IL, at the date and time indicated on the Bid Cover Sheet for the purpose of familiarizing Bidders with the project and answering questions. Bidders shall be completely familiar with the entire bid specification and all Contract Documents prior to attending this meeting and shall come prepared to ask questions.~~



~~Attendance at the pre-bid meeting is not mandatory unless indicated as Attendance Required on the Bid Cover Sheet. Strong consideration will be given to the Contractor's clear understanding and familiarity with the City's needs in determining an award of Contract.~~

#### **1.05 Withdrawal of Bid:**

Bidders may withdraw or cancel their bid, in written form, at any time prior to the advertised bid opening time. Bidders must submit a written request to withdraw their bid, which must be received by the City, at the stated location for bid submission, *prior to bid opening*.

#### **1.06 Bidder's Qualifications:**

No award will be made to any Bidder who cannot satisfy to the City that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e. responsible). The City's decision or judgment on these matters shall be final, conclusive, and binding. The City may make such investigations as it deems necessary. The Bidder shall furnish to the City, under oath if so required, all information and data the City may request for the purpose of investigation.

#### **1.07 Preparation of Bid:**

The Bidder's submittal shall include the completed *Bid Sheet* and *Detailed Bid Sheet* found in the Contract Documents. The City will strictly hold the Bidder to the terms of the bid. The bid must be executed by a person having the legal right and authority to bind the Bidder.

#### **1.08 Compliance with Laws:**

The Bidder shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and local governments, which may in any manner affect the preparation of bids or the performance of the contract. In addition, the Bid shall be subject to all applicable City of DeKalb purchasing policies and ordinances, including but not limited to the Local Preference Ordinance (City Code Section 54.14). A copy of the local preference ordinance is available at the City's website: <https://www.cityofdekalb.com/177/Municipal-Code>

#### **1.09 Alternate to Bids:**

Any reference in these specifications to manufacturer's name, trade name, or catalog number (unless otherwise specified) is intended as a standard only. The City's written decision of approval or disapproval of a proposed substitution shall be final.

Alternate bids will be considered only if received at the time stated for receipt of the bids. Submit alternate bids in a sealed envelope and identify the envelope as required for all bids, except that the phrase Alternate Bid shall be used. Bidders are cautioned that, if an alternate bid(s) involves an increase in the *Bid Sum*, the *Bid Deposit*, if required, shall be ample or be increased to cover the alternate *Bid Sum* or the entire bid may be rejected. Alternate bids should only be submitted if the proposal is believed in good faith to be equal in quality to the requirements specified by the City. The City reserves the right to rule upon a specification deviation or alternate bid in the manner as best befits the City, and to accept an alternate bid deemed adequate without rebidding or waiver of bid.

#### **1.10 Form of Contract:**

The form of contract between the City and the successful Bidder will be in the form attached hereto as Exhibit D.





### **1.11 Freedom of Information Act (FOIA):**

The City is required by Public Act 96-542 to comply with freedom of information requests (FOIA) within five (5) business days of a record request. All contractors used by the City may be in possession of records covered by this act and therefore will be required to provide the City with those records upon request and within the time frame of the Act.

### **1.12 Bid Review:**

The City reserves the right to reject any or all bids, to waive any irregularities or disregard any informality in the bids and bidding, and/or to waive competitive bidding and negotiate with one or more bidders or non-bidders directly when, in its opinion, the best interest of the City will be served by such action. Furthermore, the City reserves the right to award each item to a different Bidder, or all items to a single Bidder unless otherwise noted on the *Bid Sheet*. The City may determine as follows: 1) an equal or alternative is a satisfactory substitute; 2) an early delivery date is entitled to more consideration than price; 3) an early delivery date is to be disregarded because of the reputation of the Bidder for not meeting delivery dates; 4) a Bidder is not a responsible Bidder; and 5) what exceptions or deviations from written specifications will be accepted.

No bid will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or had failed to perform faithfully any previous contract with the City.

Bidders are required, if requested to do so, to effect a demonstration of the item/service being bid if the City feels it has insufficient knowledge of the item/service operations or performance capability. Such demonstration shall be at a site which is most convenient and agreeable to the affected City personnel. If the bid specifications require the submission of samples, such samples shall be submitted to the City at no cost, at or prior to the deadline for submitting bids. All samples become the property of the City upon submission.

### **1.13 Bid Results:**

Following the bid opening and review period, pending contract awards will be posted on the City's Internet website under the [www.cityofdekalb.com](http://www.cityofdekalb.com) web page. Bid tabulations posted on-line represent "as read" submittals at time of the bid opening. They do not represent contract award.

#### **1.13.01 Bid Protest:**

Firms wishing to protest bids or awards should notify the City Representative in writing within three (3) days after the bid opening. This notification should include the bid number, the name of the firm protesting, and a detailed description as to why the firm is protesting the bid. The City Representative shall respond to said protest within seven (7) calendar days. A successful protest may result in the reversal of a previously awarded bid. If the firm wishes to appeal the determination of the City Representative, it may provide a written notice to the City Manager within two (2) business days of the date of release of the City Representative's decision; the City Manager shall thereafter review and decide the protest, and the decision of the City Manager shall be final.

### **1.14 Delivery:**

Where the bid involves the sale or delivery of materials or goods, all materials shipped to the City must be shipped F.O.B. delivered, to the designated location specified in the description of Work, DeKalb, Illinois. If special delivery terms are required (e.g. forklift, ramp, etc.), the Bidder is responsible for providing the same unless otherwise noted. The City accepts no responsibility for the condition of any merchandise



purchased prior to acceptance by City personnel. The City reserves the right to refuse acceptance of delivered merchandise that differs from the specifications in the invitation to bid or as otherwise permitted by Illinois law.

#### **1.15 Inspections:**

The City shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful Bidder.

#### **1.16 Pricing:**

For bids involving the sale of materials or supplies, unit prices shall be shown for each unit on which there is a bid, and shall be inclusive of all charges necessary to comply with the terms and conditions of this bid (i.e. FOB DeKalb at the specified location). All prices shall be stated in U.S. dollars. ~~Unit prices shall not include any local, state or federal taxes. In the case of a mistake in the extension of price, unit prices shall govern.~~ All prices must be typewritten or written in ink; no erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the bid.

### **Section 2: GENERAL SUPPLEMENTAL ADDITIONAL CONDITIONS**

#### **2.01 Scope of Work:**

The Bidder shall supply all required supervision, skilled labor, transportation, new materials, apparatus, and tools necessary for the entire and proper completion of the Work. The Work is as described on the attached Exhibit F, and may consist of the provision of services, professional services, materials, supplies, equipment, or some combination thereof ("the Work"). The Bidder shall supply, maintain, and remove all equipment for the performance of the work and be responsible for the safe, proper, and lawful construction, maintenance, and use of the same. This work shall be completed to the satisfaction of the City. The Bidder shall provide adequate protection of the job site to protect the general public from any injury as a result of the job. The Bidder shall provide all safeguards and suitable barricades to protect public and adjacent property. The City is not responsible for site safety. The Bidder is solely and exclusively responsible for construction means, methods, technologies, and site safety. The Bidder is responsible for identifying whether the bid proposal involves the provision of labor, materials, professional services, or a combination thereof, and for complying with the appropriate components of these Contract Documents. Where the Work requires the provision of supplies or goods, all such goods shall be *new, unused materials*, unless the Work expressly indicates that recycled or used materials may be utilized.

#### **2.02 Licensing and Permits:**

The successful Bidder and their subcontractor(s) must be licensed with the City and shall obtain all required permits prior to the start of any component of the Work. The City will waive applicable City permit fees for the specific contract.

#### **2.03 Period of Unemployment:**

For any project involving labor or services which is governed by 30 ILCS 570 Employment of Illinois Workers on Public Works Act, such Act must be adhered to in entirety by the awarded Contractor. This act requires the use of Illinois workers on Public Works projects during periods of excess unemployment, which means any month immediately following 2 consecutive calendar months during which the level of



unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures.

#### **2.04 Prevailing Wage:**

For any work subject to the requirements of the Prevailing Wage Act, 820 ILCS 130/0.01, *et. seq.*, the successful Bidder is required to fully comply with the Act and to provide certified payroll records in compliance with the Act to the City at or before the time of requesting any payment for this project. The failure to comply with Prevailing Wage where required shall subject a bidder to the forfeit of any proceeds otherwise earned; the City will not process payment requests that are not in compliance with the Prevailing Wage Act. Additionally, separate from any other indemnification or insurance obligation in this Agreement, the successful Bidder shall indemnify, defend (with the City having exclusive choice of legal counsel) and hold harmless the City from any and all claims, demands, liabilities or other expenses in any way relating to the compliance or non-compliance with the Prevailing Wage Act.

##### **2.04.01 Certified Payroll Records:**

Certified payroll records shall consist of a complete copy of the following records: a list of all laborers, mechanics and other workers employed to perform work hereunder. The records shall include the following information for each worker: name, address, telephone number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day, along with such other information which may be required by law. The certified payroll shall be accompanied by a statement signed and sworn to by the Contractor which avers that: 1) the certified payroll record is true and accurate; 2) the hourly rate paid to each worker is not less than the general rate of prevailing wage as required by the Act; and, 3) the Contractor is aware that filing a certified payroll known to be false is a Class B Misdemeanor.

#### **2.05 Toxic Substance:**

Prior to delivery of any material which is caustic, corrosive, flammable, or dangerous to handle, the supplier will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid. (Materials Safety Data Sheet). The successful Bidder is responsible for complying with all applicable legal regulations or recommended handling procedures.

#### **2.06 Guarantees, Warranties, Manuals:**

All guarantees and warranties required shall be furnished by the Bidder and shall be delivered to the City before final payment on the contract is issued. All products provided shall be provided with any available manuals, brochures or other instructions. The Contractor shall be responsible for providing the City with training in accordance with the requirements of the description of the Work. Any required training shall be provided at no additional cost. For any Work involving the sale of goods or materials, the Contractor shall be required to provide product manuals. Manuals shall be as detailed as possible outlining all necessary operating and servicing instructions for any equipment delivered, including components. In addition, for any Work involving the sale of vehicles, equipment, mechanical devices, tools or computerized devices, technical shop manuals containing illustrated parts lists and a complete set of technician repair manuals for the entire unit including wiring diagrams and hydraulic schematics supplied with the equipment shall be provided. These materials can be provided in paper manuals or in electronic format (on DVD in PDF format). Any electronic documents required or submitted (e.g. as-builts, GPS information, or other data) shall be submitted in a format acceptable to the City Representative in his or her sole discretion.

All products supplied under this Contract shall carry the manufacturers' standard warranty. The Contractor shall guarantee the Work to be free from defects of any nature for a period of one year from and after the



final acceptance and payment for the Work by the City, and the Bidder shall maintain said Work and shall make all needed repairs and/or replacements during this one year period which in the judgment of the City Representative may be necessary to ensure the delivery of the Work to the City in first-class condition and in full conformity with the plans and specifications therefore, at the expiration of the guaranty period. The City shall identify the date of completion of the project, which shall serve as the start-date for the warranty. The following provisions only apply if checked:

- ☐ The Contractor is required to post a maintenance bond equal to ten percent of the project cost, for the term of the one-year warranty.
- ☐ The Contractor shall be subject to ten percent (10%) retention upon successful conclusion of the project, for the term of the one-year warranty.

#### **2.07 Termination of Contract:**

The City reserves the right to terminate in whole or any part of this contract, upon written notice to the Bidder, in the event of any default by the Bidder. Default is defined as failure of the Bidder to perform any of the provisions of this contract in strict accordance with its terms or failure to make sufficient progress so as to endanger performance of this contract in accordance with the City's expectations for completion or any expressed timeline for the same. In the event of default and termination, the City may procure, upon such terms and in such a manner as the City may deem appropriate, supplies, or services similar to those terminated.

The Bidder shall be liable for any excess costs or replacement costs for such similar supplies or service unless evidence is submitted to the City that, in the sole opinion of the City, clearly proves that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Bidder.

#### **2.08 Indemnification and Hold Harmless Agreement (Contractual or Other Liability):**

The Bidder agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, attorneys and agents (collectively, the "City Indemnitees") against any and all claims, loss damage, injury, liability, and court costs and attorney's fees incident thereto, including any claims made by employees of the Bidder or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Bidder, the Bidder's employees, contractors or subcontractors, the City or City Indemnitees or otherwise, with the single exception of any claim, damage, loss, or expense arising solely out of the intentional misconduct of the City or City Indemnitees. The Bidder is solely responsible for determining the accuracy and validity of any information provided to the Bidder by the City or its representatives. This indemnification shall apply to the fullest extent of the law, and in the event that any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect.

This indemnification shall include any claims arising out of the erection, construction, placement or operation of any scaffold, hoist, crane, stay, ladders, support or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon Section 414 or Section 343 of the Restatement (Second) of Torts. This indemnification shall not be limited in any way by limitations on the amount or type of damages, compensation, or benefits payable by or for the Contractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155 (1991) in Illinois.



## **2.09 Insurance:**

The insurance requirements outlined in these Contract Documents are applicable to any Work involving the performance of any services; these insurance provisions do not apply to any Work that consists solely of the sale of materials to the City without any corresponding labor or service. The Bidder will provide certificates of insurance evidencing the types and limits of insurance contemplated by the Agreement attached hereto as Exhibit E. The certificates of insurance will specifically address each of the requirements noted below. Each insurance company shall be in a form and from an issuer acceptable to the City. The General Liability coverage shall name the City of DeKalb as additional primary insured, without right of subrogation. All insurance noted below is primary and in no event will be considered contributory to any insurance purchased by the City. All insurance noted below will not be canceled, reduced, or materially changed without providing the City thirty (30) days advance notice, via certified mail. A certificate of insurance shall be provided to the City prior to the time at which any invoice or request for payment is submitted to the City.

**EACH CERTIFICATE OF LIABILITY INSURANCE SHALL REFERENCE THE SPECIFIC BID NUMBER AND PROJECT DESCRIPTION IN THE ADDITIONAL INSURED FIELD, AND MUST BE PROVIDED DIRECTLY TO THE CITY REPRESENTATIVE.**

Any and all deductibles or other forms of retention are the responsibility of the Contractor. All deductibles or other forms of retention are subject to the approval of the City. Contractor will disclose to the City in writing the amounts of any deductible or self-insured retentions on the insurance required under this contract. All deductibles or self-insured retention shall be the sole responsibility of the Contractor. At the option of the City and at no additional cost to the City, the Contractor shall either: a) the Contractor shall eliminate or reduce the deductibles/retention amounts as it relates to the City or City Indemnitees; or, b) procure a bond or letter of credit guaranteeing the payment of such amounts.

Contractor waives any right of subrogation it may have or later acquire against the City. Additionally, with regard to the Contractor's obligations to defend, indemnify, insure and hold harmless the City, to the extent of any claim, offset or special defense afforded to the Contractor by virtue of the Illinois Worker's Compensation Act or any other applicable law or statute, the Contractor acknowledges that its obligation to defend, indemnify, insure and hold harmless the City shall not be limited or abrogated by said claim, offset or defense. Any provision of these specifications requiring the Contractor to defend the City shall be read to include the City having choice of legal counsel, at Contractor's expense, for purposes of fulfilling the defense obligation. Any language in these Contract Documents regarding the Contractor's obligation to indemnify the City or to insure the City shall be read jointly, such that a waiver of subrogation or waiver of defense appearing in the Indemnification provisions shall also apply to the Insurance provisions. All such insurance or indemnification provisions shall also be read to require indemnification and insurance to be provided for the benefit of the City and City Indemnitees (as indemnified parties and as additional insureds).

Prior to receipt of a purchase order and start of work, the City Finance Department must receive and approve Certificates of Insurance, W9 form and endorsements for all Contractors' employees who will be using their personal vehicle for transportation for work-related purposes during the work day. It will be the responsibility of the Contractor to provide renewal certificates for the same, and any new employees added to the City contract, throughout the course of the contract. These forms can be sent to City of DeKalb Finance Department, Attn. Accounts Payable/Purchasing Agent, 164 E. Lincoln Hwy, DeKalb, IL 60115.

### **2.09.01 Insurance Rating:**



All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A. M. Best rating of B++ or better. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the City may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the City, or terminate this Agreement pursuant to its terms.

#### **2.09.02 Special Requirement:**

If the Bidder is an architectural firm or engineering firm, or if the Work under the Contract Documents includes design, consultation or any other professional services, said Bidder shall file a certificate of insurance for professional liability, errors and omissions coverage subject to final acceptance by the City of said coverage. Professional liability insurance is not required to name the City as additional primary insured. Such insurance shall be provided on an occurrence basis, or if provided on a claims-made basis shall have a retrospective date prior to the start of Work.

#### **2.09.03 Provision of Insurance:**

The Bidder shall not commence Work under this contract until the Bidder has obtained all insurance required under this section and such insurance has been approved by the City, nor shall Bidder allow any subcontractor to commence work on their subcontract until the same insurance has been obtained by the subcontractor. The Bidder and their subcontractor(s) shall maintain all insurance required under these Contract Documents for not less than two (2) years after completion of this contract. The City shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The City shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

Additionally, and supplemental to the indemnification outlined above, the successful Bidder shall indemnify, defend and hold harmless the City from any and all claims arising out of the payment or real or alleged failure to pay any subcontractor or materialman.

#### **2.10 Subcontractors:**

Use of any subcontractors for performance of any component of this Agreement requires the City's express, written pre-approval prior to undertaking any services, as contemplated in the terms of these specifications. Additionally, without regard to such pre-approval, any contractor, subcontractor or materialman providing services or materials relating to these specifications shall expressly be required to comply with all of the terms of these specifications. The prime contractor or successful Bidder holding the agreement resulting from these specifications shall be responsible for so confirming, and shall indemnify, defend and hold the City harmless from any failure to comply with these specifications by any subcontractor. Moreover, the failure to perform or default of any subcontractor shall be held and applied against the prime contractor under which the subcontractor is working, as if the prime contractor itself had failed to perform or had defaulted.

#### **2.11 Change Orders:**

After the contract award, changes in or additions to the work and/or a change in the amount of money to be paid to the Bidder must be the result of an approved change order first ordered by the City Representative.

For any contract which is subject to the Public Works Contract Change Order Act, 50 ILCS 525/1, *et. seq.*, the City requires the successful contractor verify any change order request received from a subcontractor



will not exceed 49% of the original subcontract amount. Any needed change order that will increase the subcontract by 50% or more will require opening up that portion of the work to competitive bidding.

The contract price is and must include a "not to exceed" price. Any time the Contractor believes additional work is necessary or requested and the not to exceed price would increase, any change or addition shall require the pre-approval of the City. Unless a change order is approved, in writing, by the City Representative and/or City Manager and/or City Council, the contract price shall not be exceeded.

#### **2.11.01 Legal Authority to Bind:**

The City shall not be bound by the unauthorized action of any of its agents or representatives. Any bidder and the Contractor is responsible for determining whether any person purporting to act on behalf of or to bind the City has the actual authority to do so, prior to relying upon any such statement or claimed authorization.

#### **2.12 Failure to Execute:**

Failure to execute the contract shall, at the option of the City, constitute a breach of the agreement made by acceptance of the bid, and the City shall be entitled to forfeiture of the certified check, bank draft, or Bid Bond accompanying the bid that is required, not as a penalty, but as liquidated damages. In the event of failure of a Bidder to whom an award of contract has been made, to execute the contract and furnish a Performance Bond within five (5) days after notification of award, such award may be nullified and an award may be made to the next lowest responsive and responsible Bidder approved by the City. Any bidder who seeks any modification of the Contract Documents or of the Agreement is required to notify the City of the same by submitting an alternate bid. Any bidder who submits a bid without identifying any changes in the Contract Documents or the Agreement may be bound to the Contract Documents and the Agreement, without revision, at the City's discretion.

#### **2.13 Bid Security:**

~~Unless this section is completely crossed out, each bid shall be accompanied by a bid security in the amount of 10% of the total amount bid. Bid security shall be in the form of a certified check or cashier's check, drawn on a responsible bank doing business in the United States and made payable to the City of DeKalb, or an original Bid Bond (may NOT be a copy or facsimile) by a surety company which is satisfactory to the City and is qualified to do business in Illinois. Bids not accompanied by a bid security will be rejected. The bid security of the unsuccessful Bidders (if in the form of a certified check or cashier's check) will be returned after the contract is awarded, signed and the performance security has been provided, or earlier, if the City does not deem it necessary to retain the Bid Security. The bid security of the accepted Bidder (if in the form of a certified check or cashier's check) will be returned either upon execution of a contract and submittal of a performance bond, if required by the specifications or, where no performance bond is required, when, in the City's estimation, the contract has been satisfactorily completed and a final inspection has been satisfactorily completed. The final inspection shall occur within thirty (30) days of the date of completion/delivery. When the bid security is submitted in the form of a bid bond, the bond will become null and void following the award of contract and the City's receipt of the Performance Bond and Labor and Material Payment Bond, if required by the specifications. Should the Bidder fail to fulfill the contract as set forth, the bid security shall become payable to the City as liquidated damages. All Bid Security shall be held by the City's Finance Department. If deemed necessary by the City, the City may at any time deposit a certified or cashier's check submitted as bid security, and in the event of a refund of such security, the City shall issue a refund check drawn on its accounts.~~

#### **2.14 Performance Security:**



~~Unless this section is completely crossed out, the successful Bidder shall furnish as performance security a Performance Bond and a Labor and Material Payment Bond acceptable to the City prior to the start of any work. Each of the bonds shall be in the sum of 100% of the contract amount. The performance bond shall: 1) serve as security for faithful performance of the work; and 2) guarantee the work against defective workmanship and material for a period of not less than one (1) year following acceptance of the work. The Labor and Material Bond shall serve as security that all wages are paid and materials provided for the work are paid by the successful Bidder. For contract awards that are less than \$100,000.00, a Letter of Credit, in a form suitable to the City, may be submitted as performance security, instead of a Performance Bond and a Labor and Material Payment Bond. Any bond shall include a provision that will guarantee faithful performance in accordance with the Prevailing Wage Act, §20 ILCS 130/1, et seq., and in accordance with all of the terms of the Contract Documents (which shall be specifically referenced).~~

#### **2.14.01 Letter of Credit – required content:**

Any letter of credit (herein after LOC) submitted as performance security, as provided for in the Performance Security section of these Construction Supplemental Additional Conditions, must be established with the following required content.

The LOC must be irrevocable, made in favor of the City of DeKalb (Beneficiary), and for the account of the Bidder (Applicant). The aggregate amount of the LOC must be at least 100% of the awarded contract amount. The bank issuing the LOC must be acceptable to the City of DeKalb; written preapproval is required. The expiration date of the LOC must extend at least one (1) year beyond the anticipated completion date of the project, and will be extended at the expense of the Bidder if need be. The LOC must provide for partial drawings. Drawing(s) are to be made when the City of DeKalb presents a letter to the issuing bank, signed by the City Manager or the acting City Manager, referencing the LOC number and stating the amount of funds to be drawn against the LOC and also containing the following declaration: "I hereby certify that the applicant has not performed as required by the contract established between the applicant and the City of DeKalb". Payment(s) against the LOC will be made by the issuing bank upon presentation of this letter. The issuing bank must have a branch or office whereupon presentation and demand may be made by the City within thirty (30) miles of City Hall.

#### **2.15 Waiver of Lien:**

Where applicable, a Waiver of Lien and Contractor's Affidavit must be submitted by the Bidder, verifying that all contractors, subcontractors, materialmen, and material invoices have been paid prior to the City approving payment. Waivers must be in a format acceptable to the City.

### **Section 3: INVITATION FOR BID**

#### **3.01 Intent:**

The intent of these specifications is to solicit sealed bids from reputable contractors who are capable of providing the specified products and services. The use of the words "Contractor" and "Contract" in this document refer to the firm whose services would be engaged upon successful acceptance of a bid and the agreement that would be executed between the City of DeKalb (hereafter City) and the successful firm.

#### **3.02 Scope:**

The Scope of this bid shall include completion of the Work as described in the attached Exhibit F.

The bid shall include all aspects associated with the Contractor furnishing products, services, materials, supervision, labor, tools, and equipment necessary to complete the Work as defined herein in a workmanlike





and acceptable manner, meeting or exceeding the quality standards as indicated in the specifications. Services performed or products provided shall be performed/provided with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. In the event that the Contractor fails to meet the foregoing standard, Contractor shall perform at its own cost, and without reimbursement from the City, the professional services necessary to correct errors and omissions caused by the Contractor's failure to comply with the above standard and reported to Contractor within one (1) year from the completion of the Contractor's services for this project and shall indemnify the City from any damages caused as a result thereof.

In the execution of the Work herein provided for there may be interference with and/or damage to trees, shrubbery, crops, fences, railroad tracks, overhead structures, underground structures, water mains, drains, service connections, wires, pipes, conduits or other structures or items located along, adjacent to and/or crossing the locations of the Work, and that it may be necessary to relocate or reconstruct certain of such structures, improvements and installations and/or to make repairs to the same by reasons of doing the Work herein provided for, and it is particularly and specifically agreed that the Contractor shall do the Work necessary for such relocation, reconstruction and repair and shall bear and pay all of the cost and expense of such relocation, reconstruction and/or repair of and all damage done to all such items or adjacent properties existing at the date of execution of the contract or at the time of the Work which may be interfered with, damaged, and/or relocated, reconstructed, replaced or repaired in the performance of the Work, including the restoration and resurfacing of public streets and alleys, rights of way, easements and private property damaged or disturbed by the work, the same to be restored to as good condition as existed at the time of commencement of the Work. In the case of any City or publicly owned property damaged by the Contractor, the Contractor shall restore or replace the same subject to any conditions that the City may impose; the Contractor should inquire regarding restoration standards prior to bidding on the project unless it is willing to accept any directives from the City in this regard. The Contractor shall indemnify and hold harmless the City and City Indemnitees from any claims of third parties arising out of damage caused by the Contractor in the performance of the Work.

The successful Contractor shall execute a contract in the form attached hereto as Exhibit D within five days of the date of notification that it is the successful Contractor. Failure to execute the Agreement shall constitute grounds for the City to retain the bid security of the Contractor as liquidated damages, and to annul the award of the bid to the Contractor (and to either rebid the Work to contract with another bidder).

### **3.03 Qualifications:**

The Contractor shall be fully licensed to work in the City, and in the State of Illinois. The Contractor shall submit sufficient evidence of the Contractor's and the Contractor's subcontractors, if any, qualifications and abilities to complete the Contract, including references from similar relationships that are ongoing or recently completed. Subcontractors must also be licensed with the City.

Although price is a major consideration, product quality, references, service, delivery time and past experience, if applicable, will also be considered. No bid will be considered unless the Contractor shall furnish evidence satisfactory to the City that it has the necessary facilities, abilities, experience, equipment and financial and physical resources available to fulfill the conditions of the contract and execute the Work should the contract be awarded to it. Bid documents which are not responsive to the requirements herein may not be considered by the City for an award of the contract. The contract will be awarded to the lowest responsible bidder. In determining the responsibility of the bidder, the City may take into account other factors in addition to financial responsibility, such as past records of its or other entities transactions with the Contractor, experience, ability to work cooperatively with the City and its staff, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, experience, efficiency, facilities and resources.



The contract will be awarded in the City's best interests based on these and other legally-allowable considerations. The City and its representatives and agents may make any investigations deemed necessary to determine the ability of the bidder to perform the Work. The Contractor shall furnish any information and data requested by the City for this purpose.

**3.03.01 Professional Services Selection Act:**

The City of DeKalb complies with the Professional Services Selection Act, 50 ILCS 510/5 with regard to the selection of parties to perform covered professional services. Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection does not apply to services covered by said act.

**3.04 Contract Management:**

This Contract will be under the administration of the City Representative. Detailed daily supervision of the Contract shall be provided by the City Representative or by his or her authorized delegate(s). Any alterations or modifications of the work performed under the Contract shall be made only by written agreement between the Contractor and the City Manager or City Council, and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless preceded by written agreement.

**3.05 Protection of Public and Private Property:**

The Contractor shall exercise all necessary caution to protect pedestrian traffic from injury and to protect all public and private property from damage caused by the Contractor's operations. Any practice obviously hazardous in the opinion of the City Representative or site representatives shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice. The City has the right to immediately stop any operation deemed unsafe. The Contractor shall comply with all OSHA and other federal, state, and municipal safety standards and policies. The Contractor shall provide copies of OSHA logs upon request.

**3.06 Concurrent Operations:**

The proposed Contract is a nonexclusive agreement with the City. The City reserves the right to use other Contractors or its own employees to perform work similar to that being performed under the terms of the Contract. Performance of work by others shall be construed as being consistent with the terms of the Contract and shall not be cause for the Contractor to cease performance of work as directed.

**3.07 Licenses and Permits:**

The Contractor shall, at their expense, procure all necessary licenses and permits needed to conduct the work required under the terms of this Contract. The City shall waive the cost of all required City licenses, fees, and permits, with the exception of those licenses and fees associated with securing a business license to conduct business within the City.

**3.08 Severability:**

If any portion of this Contract is found to be unenforceable by a competent court of law having jurisdiction, the remaining portions of the Contract shall remain in full force and effect.

**3.09 Accidents:**

In the event of accidents of any kind, the Contractor shall immediately notify the City Supervisor and Police Department to secure a police report for insurance purposes, and shall provide a full accounting of all details



of the accident. The Contractor shall furnish the City's Legal Department with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties. The Contractor shall cooperate fully with any investigation of an accident which occurs on City property or within City buildings.

### **3.10 Sexual Harassment:**

The City will not tolerate any act of sexual harassment by Contractors and their employees. Violation of this policy will be considered grounds for terminating either the Contract or the Contractor's employee from work on this Contract.

### **3.11 Blood borne Pathogens Exposure Control Plan:**

The Occupational Safety and Health Administration (OSHA) in 29 CFR Part 1910.1030 require the City and its contractors to develop a written exposure control plan for blood borne pathogens for their employees. Prior to execution of this agreement, the successful Contractor shall supply the City with a copy of their Blood Borne Pathogens Exposure Control Plan, which shall be subject to the review of and approval by the City as a condition of the contract. The successful Contractor shall also identify any other applicable regulations relating to the performance of its obligations and shall comply with such obligations (and submit a written plan to the City if required under the applicable regulations). This plan shall include engineering controls, work practices, personal protective equipment, employee training, and recordkeeping procedures for all employees who could be exposed to blood borne pathogens. Each Contractor shall be responsible for identifying covered employees, developing an exposure control plan, training employees, identifying and providing Personal Protective Equipment, and developing recordkeeping measures. Education and training records must be kept by the Contractor, to include: name of employee, date(s) of training, and employee job title. The plan(s) shall be available to the City upon request. Contractor's employees shall assume that all human blood and body fluids containing human blood are infected with blood borne pathogens and shall follow the guidelines established by the Contractor.

### **3.12 Term of Contract:**

The initial term of this Contract shall run from either a 36-month or 60-month period beginning January 1, 2022, subject, however, to the right of the City to cancel and terminate the same at any time by giving a thirty (30) day notice in writing to the Contractor. In the event of such cancellation, the Contractor shall be entitled to receive payment for services and work performed, and materials, supplies and equipment furnished under the terms of the Contract prior to the effective date of such cancellation, but will not be entitled to receive any damages on account of such or any further payment whatsoever.

The following provisions apply only if checked:

- ☐ One time contract, no term after delivery.
- ☐ Upon normal expiration of the Contract, the Contractor shall continue, at the sole option of the City, to provide services on a month by month basis, under the same terms and conditions, for a period not to exceed four (4) months.
- ☐ Upon mutual agreement, this contract may be extended for one year upon a ninety (90) day written notice from the City of its intention to exercise this option. A one (1) time economic adjustment for labor, material, supplies, and equipment costs shall be allowed for each one (1) year extension to the Contract after the initial one (1) year Contract period. This economic adjustment may not exceed the published Chicago Area Consumer Price Index (CPI) for the previous twelve (12) month period.
- ☐ Other: \_\_\_\_\_



The initial Contract places no obligation on the City to appropriate funds, and continuation of this Agreement beyond the initial term of the Contract and Contract extensions are dependent upon sufficient funds being appropriated each fiscal year by the City for this work.

**3.13 References:**

Bidders shall provide a list of not less than five (5) current customers with their bid submittal, said information to include name and address of the firm, and contact names with their daytime phone number, that can speak to the quality of services provided by the Contractor, and the addresses of facilities maintained by the prospective firm. In the event Contractor proposes to utilize Subcontractors, five (5) references shall be provided for each Subcontractor as well.

**3.14 Special and Unforeseen Work:**

Due to the generalized nature of the work under this Contract, instances may occur where the City desires to have additional materials or services provided outside the original intent of this Contract. Payment for these services shall be made based on a bid price per man-hour for the performance of the additional work as bid on the *Bid Sheet*. Requests for additional work shall be authorized in writing only through the Director or designee.

Contractor shall make no claim against the City and no claim shall be allowed for any damages which may arise out of any delay caused by the City or City Indemnitees. Contractor's sole remedy for a City-caused delay shall be a day-for-day extension of time to complete the Contract.

**3.15 Exceptions:**

Any exceptions to the specifications are to be noted on the *Detail Exceptions Sheet* and included with the bid at the time of submittal.

**3.16 Communications:**

The Contractor shall set up a communication process that will enable City representatives to contact appropriate representatives from the Contractor twenty-four (24) hour a day, seven (7) days a week. The Contractor shall provide each Supervisor with a cellular phone, at the Contractor's expense, for communicating with the City officials. The Contractor and the City shall jointly establish a written message system whereby notice may be given by the City to the Contractor indicating problems, complaints, and other Contract discrepancies. The system shall include a method by which the Contractor shall formally respond to these requests and notices.

**3.17 Security and Access:**

The Contractor may be working in several areas which are under secured access and other areas which will be generally open to the public during reasonable hours for meetings and other uses. All secured areas shall be maintained in a secured condition and these areas shall be locked immediately upon completing the required work. All areas shall be secured when the Contractor has completed their daily operations.

Access cards or keys will be furnished to the Contractor for designated staff to use while in performance of the awarded contract. The access cards or keys will be issued from and shall be returned to a designated City employee at the completion of the contract. The Contractor's representative shall sign for each access card or key set received and a log shall be maintained by the City. The City Representative may establish additional restrictions relative to any access cards or key sets.





### **3.18 Hours of Work:**

The Contractor shall schedule normal work hours for crews that consider the hours of operations for its services. The Contractor shall provide to the City Representative, for his or her approval, a schedule of proposed regular working hours for all buildings prior to the startup of the Contract. Any changes in these regularly scheduled hours shall require prior written notice to and approval by the City Representative. All proposed hours of work shall comply with the then-current City of DeKalb noise ordinances as may be in effect, for work performed in the City of DeKalb.

### **3.19 Handling of Waste:**

The Contractor shall ensure that their personnel properly dispose of waste and recyclables. This shall include recyclable goods and bio-hazards, in accordance with the plans and procedures approved by the City. Under no circumstances shall the contractor dispose of recyclable materials in the trash.

### **3.20 Work Crew Supervision:**

The Contractor shall provide qualified Supervisors to supervise each crew engaged in work under the Contract. The Supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the City Representative. Failure of a Supervisor to act on said directives shall be sufficient cause for the City to give notice that the Contractor is in default of the Contract unless such directives would create potential personal injury or safety hazards or such directives are contrary to the intent of these specifications.

The Supervisors shall be responsible for the instruction and training of personnel in the proper work methods and procedures. The Supervisors will schedule and coordinate all services and functions as required by the Contract and as specified in the task schedules.

Each Supervisor is required to check and verify Contract compliance before work crews leave each day. The Supervisor shall inform the City Representative of any item(s) which require additional follow-up to fully meet the Contract requirements. Written reports shall be submitted to the City Representative on such basis as the City Representative shall require, but not more frequently than daily.

The Supervisors shall be physically fit, fluent in both written and spoken conversational English, self-motivated, and capable of working without direct supervision.

### **3.21 Contractor's Personnel:**

The Contractor shall be expected to supply a sufficient number of personnel to be able to complete all workmanship standards as set forth in these specifications. All of the Contractor's personnel shall be fluent in both written English, where essential to the performance of responsibilities, and spoken conversational English, self-motivated, capable of working without direct supervision, and have received appropriate training in order to deal with sexual harassment and bio-hazard handling situations.

- ☐ The following bracketed paragraph applies only if this section is checked.

All Contractor employees shall display City approved photo identification badges while working on City premises. No employees shall be allowed access to any area without displaying the required identification badge. Employees shall wear uniforms, which shall consist of a shirt/blouse and pants, consistent in color and appearance, featuring a company identification patch at all times while working on City premises. The City shall be informed of any changes in the uniform articles that the Contractor plans to introduce; uniforms shall be subject to pre-approval by the City.



### **3.21.01 Background Investigation:**

Where the Contractor is engaging in work of a sensitive nature or working in an environment with exposure to confidential information, or under such other circumstance as the City shall deem appropriate, the City may require the Contractor to comply with the terms of this section 3.21.01. In such case, prior to commencing work, the Contractor shall submit to the Chief of Police, or designee, the names, home addresses, date of birth, social security numbers, immigration documents (if applicable), and drivers license numbers of all employees to be engaged in work specified herein, or having access to the buildings in an inspecting or supervisory capacity, and the Contractor shall cause to be completed fingerprint charts and personal history statements of all employees. *No employees shall commence work at any time during the Contract period until the above listed information has been submitted to and written clearance received from the Chief of Police.* The Contractor shall provide written authorization from prospective employees for the City to perform the security clearances required in this Contract. Employees of the Contractor shall be subject to the same standards of pre-employment examinations as regular full-time employees of the City and shall be held to the same standards of conduct. The Contractor will provide and maintain a current list of employees working on the City account to include locations and times at locations. Copies for the listing shall be issued to the Chief of Police, Director, and Foreman.

The City shall have and shall exercise full and complete control over granting, denying, withholding, or terminating clearance for Contractor's employees. Employees whom the City deems careless, discourteous, or otherwise objectionable or who cannot meet standards required for security or other reasons shall be prohibited from performing work.

## **Section 4: MATERIALS AND EQUIPMENT**

### **4.01 City to Furnish:**

In support of this Contract, the City will supply the Contractor with any items listed on the description of Work. No other items shall be supplied by the City, without the City's express, written consent.

### **4.02 Contractor to Furnish:**

The Contractor shall provide, at his/her expense and at no additional cost to the City, all other equipment and supplies required to support the work activities as specified, with the exception of those items being provided by the City as itemized herein.

The Contractor shall make available to the City samples of the supplies they propose to use to enable the City to assess product quality and safety. If for any reason the City objects to the use of a given product, the Contractor shall discontinue use and find a substitute that is acceptable to the City. Quality assessment shall be at the sole judgment of the City, whose decision shall be final.

All products supplied and used under this Contract shall be new and within product expiration dates. Expired products will not be used. They must meet all applicable federal, state, and local standards for product safety. *Products and containers shall be properly labeled* to meet all applicable standards and regulations regarding safety, toxicity, and other standards. Material Safety Data Sheets (MSDS) shall be supplied as required for all affected products at all sites, and the Contractor is responsible to keep all MSDS books current.



#### **4.03 Standards and Workmanship:**

It is the intent of these specifications for the Contractor to provide a high level of service. The following statements indicate the general standards and workmanship to be furnished under this Contract. More detailed standards and specifications are provided later in these specifications.

##### **4.03.01 Restrictive or Ambiguous Specifications:**

It is the responsibility of the bidding firm to review the invitation to bid specifications and to notify the City Representative if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or invitation to bid procedures must be received by the City not later than at the pre-bid meeting. In the event a contract term is not defined within the contract document, the term will be given its ordinary dictionary meaning.

### **Section 5: PERFORMANCE AND PAYMENT**

#### **5.01 Disputes:**

The Contractor will be expected to faithfully perform all work as set forth in these specifications. If the Contractor fails to faithfully perform in accordance with the specifications or if a dispute arises as to the quality and/or quantity of work completed, the City Representative reserves the right to withhold authorization for payment of completed work until such time that performance has been improved or the dispute resolved. In those instances, when a dispute cannot be resolved between the Contractor and the City Representative, the dispute shall be resolved by the City Manager whose decision shall be final.

#### **5.02 Payment:**

Payment for all work completed and accepted will be made on a monthly basis (where possible, based upon the schedule for submittal of items to regularly scheduled City Council meetings) per the Contract prices including other agreements authorized in writing as per *Special and Unforeseen Work*. The Contractor shall submit an itemized monthly invoice, by facility, to the City for all work completed during the month, on or before the first Monday of the following month.

The Contractor shall also submit with the monthly invoice their current price list, and a copy of the Contractor's invoice for the applicable supplies provided to the City, all of which is for informational purposes only. The City will make payment within thirty (30) days of receipt of invoice and acceptance by the City.

##### **5.02.01 Taxes:**

No charge will be allowed for taxes which the City is exempt from paying. The City of DeKalb is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The City is also exempt from Federal Excise and Transportation Tax.

#### **5.03. Penalties:**

Any deficiency communicated in writing to the Contractor, and not corrected within the time limits allotted by the City Representative, shall become subject to a financial penalty for nonperformance or substandard performance (including inappropriate materials and equipment). Penalties, if any, shall be withheld from the monthly payment by the City. Penalties, if applied, do not limit the right of the City to seek other redress for nonperformance or substandard performance. Penalties shall be assessed per occurrence. The purpose of penalties is to ensure quality of service to the City. For the purpose of penalties, the monthly fee shall be the yearly price divided by twelve (12). Assessment of any penalty shall in no way absolve the



Contractor from the responsibility to complete or correct the unsatisfactory or uncompleted work. The City reserves the right to set aside additional retention if deemed necessary by the City to protect against any deficient performance or to otherwise protect the City's interests.



## **Exhibit A: Detailed Cost Sheet**

**Note:** The total extended cost must be transferred (Gallon. Failure of the Bidder to complete the Detail to the Bid Sheet may be cause for rejection of the bid.

The City will give special consideration to any proposal for the City, guaranteeing that the fuel price for the City be the price offered to any other airport for the same or similar service made, the proposal should indicate how the contractor's costs are based upon transportation costs (if there would be such).

Company Name: Ascent Aviation Group, Inc.

Contact Person: Paul Murchie, Territory Manager

Phone: 614-370-9097

### **Jet A:**

The intent of the City is to have bidders submit an index price for the price of Jet A fuel on the date identified below, and also the "as delivered" price for the fuel, delivered to the City's fuel tanks at the DeKalb Taylor Municipal Airport, inclusive of all charges. The differential between those two prices, specified in US dollars or fractions thereof, will be used to calculate the lowest responsible bidder (with potential preference for most-favored nations provisions, as outlined above). Prices should be quoted for Friday, March 20, 2015 date. City will use that date in time to determine lowest price.

Identify index and price per gallon referencing for JetA fuel on Thursday, Oct. 28, 2021:

Platts Gulf Coast Jet 54 Pipeline PWA = \$ 2.32054 JET A

The OPIS report for the above date must be submitted with the bid package. Submit any pertinent price index reports vendor feels necessary to help explain pricing.

Delivery Price per Gallon		Differential	
3-yr	5-yr	3-yr	5-yr
\$ 2.559974	\$ 2.559974	\$ 0.239434	\$ 0.239434

Does your firm use metered trucks: Yes X No   

### **AvGas 100 LL:**

Pricing for 100LL AVGAS shall be based on a rack price (market price) determined by the closest primary terminal wholesaler (identify below). At any time that the City purchases 100LL Avgas from Vendor, vendor shall check with all commercially reasonable fuel suppliers in the region, and shall procure fuel at the lowest available market rate at that time.

Include rack price for October 28, 2021. Provide pricing on markup per gallon and fixed freight cost per gallon below. Include all applicable local, state and federal taxes (including, but not limited to, the Leaking Underground Storage Tank fee and the Oil Spill Liability fee) in the bid price per gallon.



The lowest fixed markup and fixed freight cost per gallon specified in US dollars or fractions thereof, will be used to calculate the lowest responsible bidder (with potential preference for most-favored nations provisions, as outlined above).

The lowest fixed markup and fixed freight cost per gallon specified in US dollars or fractions thereof, will be used to calculate the lowest responsible bidder (with potential preference for most-favored nations provisions, as outlined above).

Closest Primary Terminal: Argo, IL

Rack Price on October 28, 2021 \$ 3.808542

Price per Gallon		Delivery Charges		Differential	
3-yr	5-yr	3-yr	5-yr	3-yr	5-yr
\$ 3.726000	\$ 3.728000	\$ 0.082542	\$ 0.082542	\$ N/A	\$ N/A

Back-up Terminal: Louisville, KY

Rack Price on October 28, 2021 \$ 3.94558

Price per Gallon		Delivery Charges		Differential	
3-yr	5-yr	3-yr	5-yr	3-yr	5-yr
\$ 3.746012	\$ 3.746012	\$ 0.199568	\$ 0.199568	\$ N/A	\$ N/A





### **Exhibit B: Bid Sheet**

**Note: the Bidder must complete all portions of the Bid Sheet.**

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

The undersigned Bidder certifies that they are not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating, (720ILCS 5/33E-1, et seq.) and is not delinquent in any taxes to the Illinois Department of Revenue. (65ILCS 5/11-42.1-1)

It is understood that the City reserves the right to reject any and all bids and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than sixty (60) days.

I (We) propose to complete the following project as more fully described in the specifications for the following:

**Bidding Company Name:** Ascent Aviation Group, Inc.

#### **Summary of Price per Gallon for October 28, 2021**

**Price per Gallon for 3-Year JetA fuel:** \$2.559974

**Price per Gallon for 5-Year JetA fuel:** \$2.559974

**Primary Terminal Price per Gallon for 3-Year 100LL AvGas fuel:** \$3.808542

**Primary Terminal Price per Gallon for 5-Year 100LL AvGas fuel:** \$3.808542

**Back-up Terminal Price per Gallon for 3-Year 100LL AvGas fuel:** \$3.945580

**Back-up Terminal Price per Gallon for 5-Year 100LL AvGas fuel:** \$3.945580

**☒ Our firm has not altered any of the written text within this document. Only those areas requiring input by the respondent have been changed or completed.**

If it is the Contractor's intention to utilize a subcontractor(s) to fulfill the requirements of this contract, the City must be advised of the subcontractor's company name, address, telephone and fax numbers, and a contact person's name at the time of bid submittal.			
Will you be utilizing a subcontractor?	<input checked="" type="checkbox"/>	YES	NO
If yes, have you included all required information with your bid submittal?		YES	NO
Are your subcontractors registered to do business with the City?		YES	Freight will be billed by Ascent not carrier NO

- OR -



**INDEMNIFICATION:** The Bidder hereby agrees to protect, defend, indemnify, and save harmless the City against loss, damage, or expense from any suit, claim, demand, judgment, cause of action, or shortage initiated by any person whatsoever, arising or alleged to have arisen out of work described herein, except that in no instance shall the Bidder be held responsible for any liability, claim, demand, or cause of action attributable solely to the intentional misconduct of the City. The Bidder agrees to indemnify, defend, insure and hold harmless the City in compliance with the most stringent language in this bid package.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that the Company submitting this bid complies with the Bidder Certifications included in the Form of Agreement attached as Exhibit D.

**TOTAL PRICE:** The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the City for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expenses, all profits and all other work, services and conditions, necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

Ascent Aviation Group, Inc.

Bidder's Firm Name

One Mill Street

Street Address

Parish

NY

13131

City

State

Zip Code

713-471-2824

Phone Number

Date

Oct 25, 2021

Signature Name and Title

Steve Drzymalla

Print Name and Title

sdrzymalla@wfscorp.com

E-mail Address

N/A

Fax Number

SVP, Bulk Fuel





## **Exhibit D: Form of Agreement**

### **Independent Contractor Agreement for Services**

THIS AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the "City" and "Ascent Aviation" hereinafter referred to as the "Contractor", with the City and Contractor agreeing as follows Group Inc.

#### **A. Services:**

Contractor agrees to furnish to the City the following services:

See attached Exhibit F

Contractor represents that it possesses the skills and knowledge necessary to provide all such services and understands that the City is relying upon such representation. Contractor further acknowledges that Exhibit A is an integral part of this Agreement and may not be modified except in accordance with a modification to the terms of this Agreement.

#### **B. Term:**

Services will be provided as needed and directed by the City beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party. Upon termination the Contractor shall be compensated for all work performed for the City prior to termination and shall provide to the City all work completed through the date of termination. The City's issuance of a notice of termination shall function as a stop work order, beyond which the Contractor shall not incur any additional costs without the City's express, written permission.

#### **C. Compensation:**

Contractor shall receive as compensation for all work and services to be performed herein, an amount based on the fee schedule attached hereto as Exhibit A and B. All payments will be made according to the Illinois State Prompt Payment Act.

Any payment made to the Contractor shall be strictly on the basis of quantum meruit. The Contractor shall submit to the City a detailed breakdown and invoice of all charges, including detail of past payments and amounts still remaining due, accurate to the date of the invoice, with each request for payment. Any additions to or deductions from the approved total amount of the contract, and any out of scope work shall require prior, written approval from the City. Any work performed without the City's express, written consent shall be solely at the expense of the Contractor.

Prior to tendering any payment to Contractor, Contractor shall provide the City with a completed W-9 form.

#### **D. Changes in Rates of Compensation (and Prevailing Wages):**

If the Contractor seeks to impose any change in the fee schedule (whether in terms of hourly fee or lump sum fees), then the Contractor shall provide not less than ninety days written notice of its intent to change its fee schedule, and any such change in fee schedule shall require the approval of the City. To the extent applicable, the contractor shall further comply the requirements of the Prevailing Wage Act in that all



**EXCEPTIONS:** Any exception to any term of this document or to the Agreement must be clearly noted on the *Detail Exceptions Sheet(s)*. Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential Bidder from bidding by virtue of the specifications, but to describe the material(s) and service(s) actually required. The City reserves the right to accept or reject any or all exceptions.

**Bidder's exceptions are:**

[illegible]

laborers, mechanics and other workers performing work under this Agreement which is subject to the Prevailing Wage Act shall be paid not less than the general prevailing rate of hourly wage as provided for in 820 ILCS 130/1 et seq.

**E. Ownership of Records and Documents / Confidential Information:**

Contractor agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws, including but not limited to the Prevailing Wage Act. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. Contractor further agrees to keep as confidential any information belonging or relating to the City which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to the business, operations or accounts of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the City). Contractor shall review its records promptly and produce to the City within two business days of contact from the City the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions.

**F. Governing Law:**

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue and jurisdiction for any legal action arising out of or related to this Agreement shall be exclusively fixed in the DeKalb County Circuit Court, DeKalb County, Illinois.

**G. Independent Contractor:**

The Contractor acknowledges that neither it nor its personnel shall be acting as an employee or official representative of the City for purposes of being offered any protection or coverage under City insurance policies for tort immunity or other legal purposes. The Contractor and City acknowledge that the provisions of this Agreement shall be construed, pursuant to *Carney v. Union Pacific Railroad Company*, 2016 IL 118984, to provide the City with the right to stop or resume work, to make inspections, to receive reports and to provide recommendations or suggestions pursuant to Section 414 of the Second Restatement of Torts, consistent with the employment of an independent contractor, and that no provision of this Agreement shall be construed as the City retaining control of or having liability for the actions of the Contractor. The City shall have no liability for Contractor's selection of personnel, employees or subcontractors, nor for the presence of dangerous conditions on any real property where Contractor is employed.

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the City for any purpose. The parties agree that the Contractor is exclusively responsible for the determination of what work is required to complete the tasks outlined in Exhibit F, and for the means and methods of completing such work. The City's compensation to Contractor shall be limited to that described in Exhibits A and B, and the City shall



not reimburse any expenses, provide any benefits, withhold any employment taxes or otherwise have a financial relationship with Contractor other than payment of the stated compensation. The Contractor shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or contractors.

In the event that the City determines, in its sole discretion, that it is economically advantageous for the City to provide certain supplies or tools for use by Contractor in lieu of paying Contractor to provide the same, the City and Contractor agree that Contractor shall then utilize the City's equipment or supplies according to its own determination of their best and appropriate use. Contractor shall be responsible for its' own personnel, training, instruction and related matters. Contractor shall be responsible for determining its sequence of performance for required work. Contractor's work shall be evaluated by the City based upon the end result of such work. Contractor shall be responsible for any expenses incurred by Contractor in the performance of its work, and shall not be authorized, expressly or impliedly, to obligate the City on any debt, contract or other agreement whatsoever. In the event that Contractor is compensated on an hourly basis under the terms of this Agreement, the City and Contractor agree that Contractor's compensation is usual and customary, based on the terms that Contractor offers its services to the market in general.

#### H. Certifications:

Executing this Agreement constitutes acknowledgment, acceptance, and certification of the accuracy of the following certifications, and any other certifications required under any applicable law relating to the performance of this Agreement. The Contractor is responsible for identifying all such applicable regulations and certifications, and for compliance with the same.

*Sexual Harassment:* The Contractor certifies that it is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

*Tax Delinquency:* The Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1, and is not delinquent in the payment of any tax, charge or obligation to the City of DeKalb.

*Employment Status:* The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

*Anti-Bribery:* The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

*Loan Default:* If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

*Felony Certification:* The Contractor certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

*Barred from Contracting:* The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating) or a similar law of another state or of the federal government.

*Prevailing Wage:* The Contractor certifies that it shall comply with all applicable provisions of the Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act. A copy of the most recent available list of prevailing wages is attached hereto or has been provided to the Contractor. The Contractor is responsible for regularly updating said list as new prevailing wage rates are made available by the City or by the Illinois Department of Labor. The Illinois Department of Labor posts regular updates to prevailing wage rates on its official website, which is currently [www.illinois.gov/idol](http://www.illinois.gov/idol). This notice is given pursuant to 820 ILCS





130/4 and the balance of the Illinois Prevailing Wage Act, which is incorporated herein by reference as if fully restated. In the event that this is a public works project as defined under the Prevailing Wage Act, Proposer agrees to comply with the Substance Abuse Prevention on Public Works Projects Acts, 820 ILCS 265/1 *et. seq.*, and further agrees that all of its subcontractors shall comply with such Act. As required by the Act, Contractor agrees that it will file with the City, prior to commencing work, its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

***Drug Free Workplace:*** The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Contractor further certifies that it maintains a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635. The Contractor shall also comply with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that all of Contractor's drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.

***Responsible Contractor Requirements:*** The Contractor certifies that it complies with the Illinois Procurement Code and the provisions of Section 30-22 thereof relating to apprenticeship and training, if applicable. The Contractor further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either is in compliance or will begin participation in an approved apprenticeship and training program prior to commencing any Work. The Illinois Department of Labor, at any time before or after award, may require production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the Contractor and all of its Subcontractors. Applicable apprenticeship and training programs are those that have been approved or registered with the United States Department of Labor. The Contractor shall provide to the City, upon request, copies of all Certificates of Registration, and copies of all work or craft job category included in the Work, along with such other records as the City may require. Any records or logs required to be provided by law shall be provided by the Contractor, without requiring a request from the City.

***Non-Discrimination, Certification, and Equal Employment Opportunity:*** The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract. The Contractor acknowledges that neither it nor the City shall discriminate on the basis of any protected classification.

***Record Retention and Audits:*** If 30 ILCS 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.



**United States Resident Certification:** (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she/it is a:     United States Citizen or Corporation     Resident Alien     Non-Resident Alien. The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

**Tax Payer Certification:** Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is 16-1353957 and is doing business as a (check one):     Individual     Real Estate Agent     Sole Proprietorship     Government Entity     Partnership     Tax Exempt Organization (IRC 501(a) only) X Corporation     Not for Profit Corporation     Trust or Estate     Medical and Health Care Services Provider Corp.

**Authorized in Illinois:** The Contractor certifies that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Contractor certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, et. seq. Where applicable, the Contractor certifies that it is not barred from bidding by virtue of having been adjudicated to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act within the five years preceding this bid, pursuant to 415 ILCS 5/1, et. seq. The Contractor further certifies that it is in compliance with all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, et. seq.

**Export Administration, Supplies, Labor:** The Contractor certifies that neither it nor any substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979 or the regulations of the US Department of Commerce promulgated under the Act, including but not limited to the requirements of 30 ILCS 582/5. The Contractor further certifies that no foreign made equipment, materials or supplies furnished under the proposal or agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor, nor made in whole or in part by the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30 ILCS 584/1. The Contractor certifies that steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the City Manager grants an exception to said requirement, pursuant to 30 ILCS 565/1, et. seq.

**General Compliance and Certification:** The Contractor certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the bidding process, agreement, or any services or materials provided in connection therewith. The Contractor acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall indemnify and hold harmless the City of DeKalb from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction. The City reserves the right to reject any bid, cancel any contract or pursue any other legal remedy deemed necessary should it become aware of any violation of any laws, ordinances, rules or regulations on the part of the Contractor or any subcontractor.

#### I. Indemnification:

The Contractor shall be responsible for any and all damages to property or persons arising out of an error, omission, and/or negligent act in the prosecution of the work or failure to prosecute the work and shall indemnify and hold harmless the City, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. The Contractor shall assume all restitution and repair costs arising out of an error, omission and/or negligence.

The Contractor agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, attorneys and agents (collectively, the "City Indemnitees") against any and all claims, loss damage, injury, liability, and court costs and attorney's fees incident thereto, including any



claims made by employees of the Contractor or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Contractor, the Contractor's employees, contractors or subcontractors, the City or City Indemnitees or otherwise, with the single exception of any claim, damage, loss, or expense arising solely out of the intentional misconduct of the City or City Indemnitees. The Contractor is solely responsible for determining the accuracy and validity of any information provided to the Contractor by the City or its representatives. This indemnification shall apply to the fullest extent of the law, and in the event that any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect.

This indemnification shall include any claims arising out of the erection, construction, placement or operation of any scaffold, hoist, crane, stay, ladders, support or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon Section 414 or Section 343 of the Restatement (Second) of Torts. This indemnification shall not be limited in any way by limitations on the amount or type of damages, compensation, or benefits payable by or for the Contractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155 (1991) in Illinois.

**J. Insurance, Licensure and Intellectual Property:**

The Contractor shall comply with all insurance requirements described on the attached Exhibit E. The Contractor agrees and warrants that it has procured all licenses, permits or other official permissions required by any applicable law to perform the services contemplated herein, that it will procure all additional licenses, permits or other official permissions hereafter required by law during the term of this Agreement, and that it will keep all such licenses in effect during the term of this Agreement. The Contractor shall provide a copy of any such licenses or permits upon request. All such insurance and licensure shall be provided at the Contractor's sole expense. Contractor also warrants that it has complete ownership or authorization/entitlement to any intellectual property, software, images or other such items used in the performance of its work under this Agreement, and that it shall transfer to the City, unrestricted, the ability to modify, amend, publicize or otherwise utilize any intellectual property provided to the City under this Agreement unless the City expressly preapproves in writing a limitation to these provisions.

The Contractor shall not commence work under this Contract until they have obtained all insurance required and such insurance has been submitted to and approved by the City, nor shall the Contractor permit any Subcontractor to commence work on any subcontract until the same insurance has been obtained by the Subcontractor. The Company and all Subcontractors shall maintain their insurance in place for not less than two (2) years following completion of all work required under this Contract.

All drawings, specifications, reports and any other project documents prepared by the Contractor in connection with any or all of the services to be furnished thereunder shall be delivered to the City for the expressed use of the City. The Contractor shall have the right to retain original documents, but shall cause to be delivered to the City such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans and specifications shall be the sole property of the City unless otherwise specified in the negotiated agreement. The Contractor agrees that basic survey notes and sketches, charts, computations and other data prepared or obtained by the Contractor pursuant to this Agreement shall be made available, upon request, to the City without cost and without restriction or limitation as to their use. All field notes, test records, and reports shall be available to the City upon request.





**K. Additional Terms or Modification:**

The terms of this agreement shall be further modified as provided on the attached Exhibit A, Exhibit B and Exhibit C. Except for those terms included on Exhibit A, Exhibit B and Exhibit C, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. The City reserves the right by written amendment to make changes in requirements, amount of work, or time schedule adjustments. The Contractor shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. The City may, at any time by written order, require the Contractor to stop all or part of the services required by this Agreement. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. If the Contractor identifies any costs associated with the suspension of services, such costs must be expressly approved by the City in writing, or they shall be the sole expense of the Contractor.

**L. Notices:**

All notices required to be given under the terms of this License shall be given mail, addressed to the parties as follows:

**For the City:**

City Manager  
City of DeKalb  
164 E. Lincoln Hwy  
DeKalb, IL 60115

**For the Contractor:**

World Fuel Services, Inc.  
9800 NW 41st Street, Suite 400  
Miami, FL 33178  
Attn: Legal Counsel

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

**M. Subcontractors and Third Parties:**

Contractor shall not assign or subcontract for the performance of any obligation under this Agreement, except with the express, written preapproval of the City, which consent may be withheld in the City's sole and absolute discretion. Should Contractor assign any obligation arising under this Agreement with the consent of the City, the Contractor shall remain to be primarily liable to the City for the performance of the obligation in question, and further shall be liable for ensuring that the subcontractor(s) comply with all obligations arising under this Agreement as if the subcontractor(s) was/were the Contractor itself. Further, should Contractor request to assign the performance of any obligation arising hereunder to a subcontractor, Contractor expressly provides its consent to the City contracting directly with such proposed subcontractor (or another subcontractor acceptable to the City) for the performance of such work, and to the amendment of this Agreement to reduce the scope and cost accordingly.

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall it inure to the benefit of any third party.

**N. Progress Reports:**

Contractor shall report to the City Manager or his/her designee, and shall submit written progress reports identifying, in detail, the extent of work completed, the percentage of project completion, and project status,





accompanying any invoice submitted to the City. Contractor shall also provide additional written or verbal progress reports to the City upon request, at any time, without additional charge. The Contractor shall attend conferences and visit the site of the work as may be outlined in the Request for Proposal and at any reasonable time when requested to do so by the City, at no additional charge.

O. Document Correction / Supplements:


Contractor agrees and acknowledges that the terms of the Contract Documents shall be binding upon this Work, notwithstanding the failure of this Agreement or the actions of the City to the contrary. No act by the City (other than a written amendment to these Contract Documents), including but not limited to payment of Contractor's invoices, shall waive the City's ability to later insist on strict compliance with the terms of these Contract Documents. Contractor agrees and acknowledges that it shall execute corrected documents upon request by the City if any error or discrepancy is identified by the City, and shall provide certificates of insurance or other security required hereunder at any time, upon request of the City, notwithstanding the City's failure to previously demand the same.

Agreed to this 13<sup>th</sup> day of December, 2021.

City of DeKalb

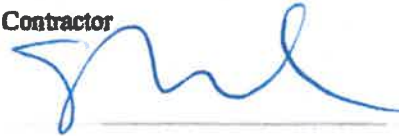


City Manager

~~City Clerk~~ Executive Assistant

Contractor



Steve Drzymala  
SVP, Bulk Fuel



## **Exhibit E: Insurance Requirements:**

### **1. All Contractors and All Contracts.**

Contractor shall provide any and all insurance required under any applicable law, regulation, statute or ordinance, including but not limited to workers' compensation insurance, unemployment insurance, automobile liability insurance and other legally required insurance. Contractor shall produce a certificate evidencing current coverage, upon request from the City. Contractor shall indemnify and hold harmless the City from any and all liability, damage, cost or expense which the City may incur or be liable to pay as a result of any and all accidental injuries or damages suffered by the Consultant or its employees (in addition to any other required indemnification or insurance from Consultant).

### **2. Certificates and General Conditions:**

Unless otherwise indicated herein, any certificate of insurance shall further indicate that the City is additional *primary* insured on such policy of insurance, shall indicate that such policies shall not have any right of subrogation against the City or the City's insurers, and shall indicate that said policy shall not be cancelled or revoked except after the provision of not less than thirty (30) days notice to the City. Contractor shall maintain said policy in full force and effect for the duration of this Agreement, and shall periodically provide updated certificates of insurance to evidence continuing coverage in compliance herewith. For purposes of this Agreement and insurance provided hereunder, the "City" shall include the City of DeKalb, its employees, appointed and elected officers, its committees, its attorneys, and all corporate bodies that exist as a subsidiary to the City.

### **3. Comprehensive General Liability Coverage Requirements.**

Unless this Section 3 of Exhibit E is clearly marked out as being inapplicable, Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains comprehensive general liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per person / Two Million Dollars (\$2,000,000.00) per occurrence. This insurance shall include independent contractors' protective liability, products and completed operations broad form property damage coverage. The completed operations and products liability coverage shall be maintained for at least two years after final payment. The coverage shall also include contractual liability insurance coverage for the Contractor's obligations to indemnify and hold harmless the City and the City Indemnitees.

### **4. Automobile Insurance Coverage:**

Unless this Section 4 of Exhibit E is clearly marked out as being inapplicable, Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains comprehensive automobile liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per person / Two Million Dollars (\$2,000,000.00) per occurrence. This policy shall include coverage for all owned, hired and non-owned automobiles used in furtherance of this Agreement.

### **5. Professional Liability Insurance Coverage / Errors & Omissions Insurance Coverage:**

Unless one or more subsections of this Section 5 of Exhibit E is clearly marked out as being inapplicable:

A. Professional Liability / Malpractice: Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the



Contractor has obtained and maintains professional liability or malpractice insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per person / per occurrence. Said policy need not identify the City as additional primary insured.

B. **Errors & Omissions Insurance Coverage:** Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains errors & omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per person / per occurrence. Said policy need not identify the City as additional primary insured.

**6. Indemnification.**

The policy limits, availability or inavailability of insurance coverage or the applicability of claims, defenses or limitations based upon applicable law (including but not limited to the Illinois Worker's Compensation Act or similar laws or statutes) shall in no way limit the Contractor's obligation to indemnify and hold harmless the City from any claims for damage, liabilities or other costs arising out of or relating to the Contractor's work or this Agreement.

**7. Additional Insurance Requirements.**

Contractor shall also be required to provide the following insurance:

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**EACH CERTIFICATE OF LIABILITY INSURANCE SHALL REFERENCE THE SPECIFIC BID NUMBER AND PROJECT DESCRIPTION IN THE ADDITIONAL INSURED FIELD, AND MUST BE PROVIDED DIRECTLY TO THE CITY REPRESENTATIVE.**



## **Exhibit F: Description of "the Work"**

This project consists of the provision of the following Work:

### **Purchase of Avgas 100LL and Jet A Aircraft Fuel**

**OVERVIEW AND PURPOSE** – The bid specifications provided herein describe the minimum specifications needed in order to permit prospective vendors the opportunity to bid on a three- and five-year contract. Contract commences on 01/01/2022 and ends on December 31 of the year determined by which terms City executes. Contract is for the delivery of 100LL AvGas and JetA aviation fuels to the in-ground storage facilities at the DeKalb Taylor Municipal Airport, 3232 Pleasant, DeKalb, Illinois 60115.

**FUEL SPECIFICATIONS** - The Supplier will ensure that the aviation fuel delivered meets or exceeds the following minimum specifications:

- A. Jet Fuel: Aviation Kerosene type Jet A fuel received shall conform to ASTM D-1655 specifications, latest revision.
- B. Avgas: Fuel received shall conform to ASTM D-910 specifications, latest revision and shall be of the Aviation Gasoline type, 100 Octane, Low Lead (AvGas 100LL) or future replacement.

Supplier will provide a certificate of analysis on all aviation fuel shipments. Supplier will also provide traceability on all shipments back to refinery.

**DELIVERY** – Delivery should be Freight on Board (F.O.B.) to the location stated herein. All deliveries shall be made within thirty-six (36) hours after notice to deliver, sooner in emergencies.

### **CITY PROPERTY**

All underground tanks, pipes, and pipe fittings, as well as the pumps with indicating meters, are the property of the City of DeKalb. The City of DeKalb has two (2) underground storage fuel tanks: One 12,000-gallon 100LL tank, and one 12,000-gallon Jet A tank.

3232 Pleasant Street – Airport Fixed based Operator (FBO)

One (1) – 12,000-gallon 100LL tank

One (1) – 12,000-gallon Jet A tank

**DESCRIPTIVE LITERATURE** – Bidders shall submit specifications sheets and Material Safety Data Sheets describing the product to be furnished under this contract. Any bid which is not accompanied by descriptive literature may be rejected.

**PRICE-** All quotes submitted shall be based on a plus (+) \$ or minus (-) \$ the lowest posting price per gallon for Jet A fuel published by the vendor's selected price-reporting agency (e.g. OPIS, Platts, or Argus) for the regional aviation fuel market. Avgas 100LL pricing shall be calculated on current market price and all other applicable fees.

Price increases and decreases will be accepted only on the day of delivery and will be no more than the change in Oil Price Information Service low base price on the day of delivery. Oil Price Information Service used for the day of delivery should be based on the market date and not the publication date.



**The City reserves the right to correct any invoice which does not reflect current Oil Price Information Service prices as defined above.**

**Unless otherwise noted, all services, materials, labor, knowledge, skill, expertise, or other resources required to lawfully complete the Project in accordance with all applicable regulations and these Contract Documents shall be provided exclusively by Contractor.**





**Exhibit G: Project Checklist**

	Yes	No
Attended Pre-Bid Meeting		
Timely Submitted Bid		
Bid Sealed and Properly Labeled		
All Pages Submitted		
Bid Bond Required?		
Bid Bond Submitted		
Date of Bid Opening:		
Date of Bid Award:		
Selected Bidder:		
Date of Bidder Notification:		
Selected Bidder Acknowledged Bid Award (Date: )		
Subcontractors identified and authorized		
Contract Signature:		
Bidder Provided Signed Contract within 5 days		
Pre-Performance Items:		
Performance Security Required?		
Performance Security Provided (prior to start of work)		
Certificates of Insurance Provided (prior to start of work)		
Pre-Performance/Pre-Delivery Meeting Conducted		
Pre-Payment Items:		
Lien Waivers Received		
Prevailing Wage Records Received		
City Punchlist Approval Received		
Warranty, Retention or Maintenance Bond Required?		
Warranty, Retention or Maintenance Bond Received		
Warranty, Retention or Maintenance Bond Period Close Reminder Docketed? <sup>1</sup>		

Warranty/Retention/Maintenance Bond Instructions:

<sup>1</sup> It is recommended to docket a reminder for this deadline at least 60 days prior to the deadline.



## **Exhibit H: Subcontractor Listing**

Any subcontractors that are proposed to be utilized in the performance of this Agreement, either as subcontractors or materialmen, shall be expressly identified below. Attach additional pages if necessary.

**#1:**

**Subcontractor or Materialman Name:** Klemm Tank Lines

**Address:** PO Box 11708, Green Bay, WI 54307

**Telephone Number:** 800-236-1155

**Email Address:** ktiml@klemmtanklines.com

**Primary Contact Person:**

**Primary Contact Cellular Telephone:**

**Attach a List of Five References for Subcontractor (See Section 3.13):**

**Detailed description of services to be offered by this Subcontractor or Materialman:**

**\*\*All freight charges will be billed by Ascent Aviation Group, not the freight carrier.**

**#2:**

**Subcontractor or Materialman Name:** Pinnacle Express, Inc.

**Address:** 35 W. Morgan Road, Ann Arbor, MI 48108

**Telephone Number:** 734-623-8558

**Email Address:** tiffany@pinnacleexpress.net

**Primary Contact Person:**

**Primary Contact Cellular Telephone:**

**Attach a List of Five References for Subcontractor (See Section 3.13):**

**Detailed description of services to be offered by this Subcontractor or Materialman:**

**\*\*All freight charges will be billed by Ascent Aviation Group, not the freight carrier.**



### **Exhibit I: City Punchlist and Acceptance Notice**

Prior to final payment for project, this document shall be completed to identify: 1) any punchlist or corrective items identified that must be completed prior to final payment; and, 2) completion of all such items and approval, by the City Representative, of this project for final payment.

**Punchlist items for correction:**

[illegible]

**Date of Punchlist Item Completion and Project Completion:**

(Note: the following day shall serve as the first day of the warranty period for this project).

**City Representative Certification:**

I, \_\_\_\_\_ (City Representative) have reviewed this project and determined that the Work, as defined therein, has been completed in accordance with the requirements of the Contract Documents, that as of the date of this Certification, all identified punchlist items have been satisfied and corrected to my satisfaction, and that this project is otherwise ready for final payout.

**Signature**

Date \_\_\_\_\_

**Contractor Certification:**

I, \_\_\_\_\_ (Contractor's Representative) have reviewed this project and determined that the Work, as defined therein, has been completed in accordance with the requirements of the Contract Documents, that as of the date of this Certification, all identified punchlist items have been satisfied and corrected to the City's satisfaction, and that this project is otherwise ready for final payout.

**Signature**

Date \_\_\_\_\_

**Exhibit J: Form of Bid Addendum**



164 East Lincoln Highway  
DeKalb, Illinois 60115  
815.748.2000 • cityofdekalb.com

**Bid Addendum:**

**Name of Project:** \_\_\_\_\_

**General Description of Project:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Website Link:** \_\_\_\_\_

**Date of Addendum:** \_\_\_\_\_

**Description:**



## **Attachment A**

### **QUESTIONNAIRE**

The undersigned ("Proposer") hereby proposes to the City of DeKalb Municipal Airport, ("Airport") that Proposer be selected by the Airport to serve as fuel supplier ("Fuel Supplier") to supply the Airport with its requirements for aviation fuels for resale at the Airport as described in the City's Request for Proposals dated October 12, 2021. If selected by the Airport as the Fuel Supplier, Proposer will supply the Airport's requirements for aviation fuels and lubricants and provide other services as described in this proposal and the fuel supplier agreement ("Agreement") to be made between Proposer and the Airport as more particularly described below:

1. The Product delivered to the Airport shall comply with the following specifications:  
*Describe the current product specifications required by the FAA and aircraft manufacturers for Jet A, Avgas, and aviation lubricants or such other specification that may be established by applicable governmental regulation or industry standard in the future. Can you ensure each load of product has a certificate of specification and each load meets or exceeds applicable specifications and quality control requirements?*

2. Prices for Product will be established as follows:  
*Describe methodology for pricing aviation fuels and lubricants.*

*The City will give special consideration to any proposal that includes Most-Favored Nations protections for the City, guaranteeing that the fuel price for the City at any given time will be equal to or better than the price offered to any other airport for the same or similar fuels by the contractor. If such a proposal is made, the proposal should indicate how the contractor would differentiate between different airports based upon transportation costs (if there would be such differentiation).*

*Include a quote of the price that your proposed pricing methodology would produce for: the date of the Proposal; six months earlier; and twelve months earlier.*

3. We commit to deliver at the stated date, time, and price the Airport's requirements of Product subject to the following limitation:  
*Describe the limitation, if any, on the amount of product fuel supplier shall be obligated to supply to the airport at the stated price. Describe plan to provide continuous product delivery on time and on schedule.*

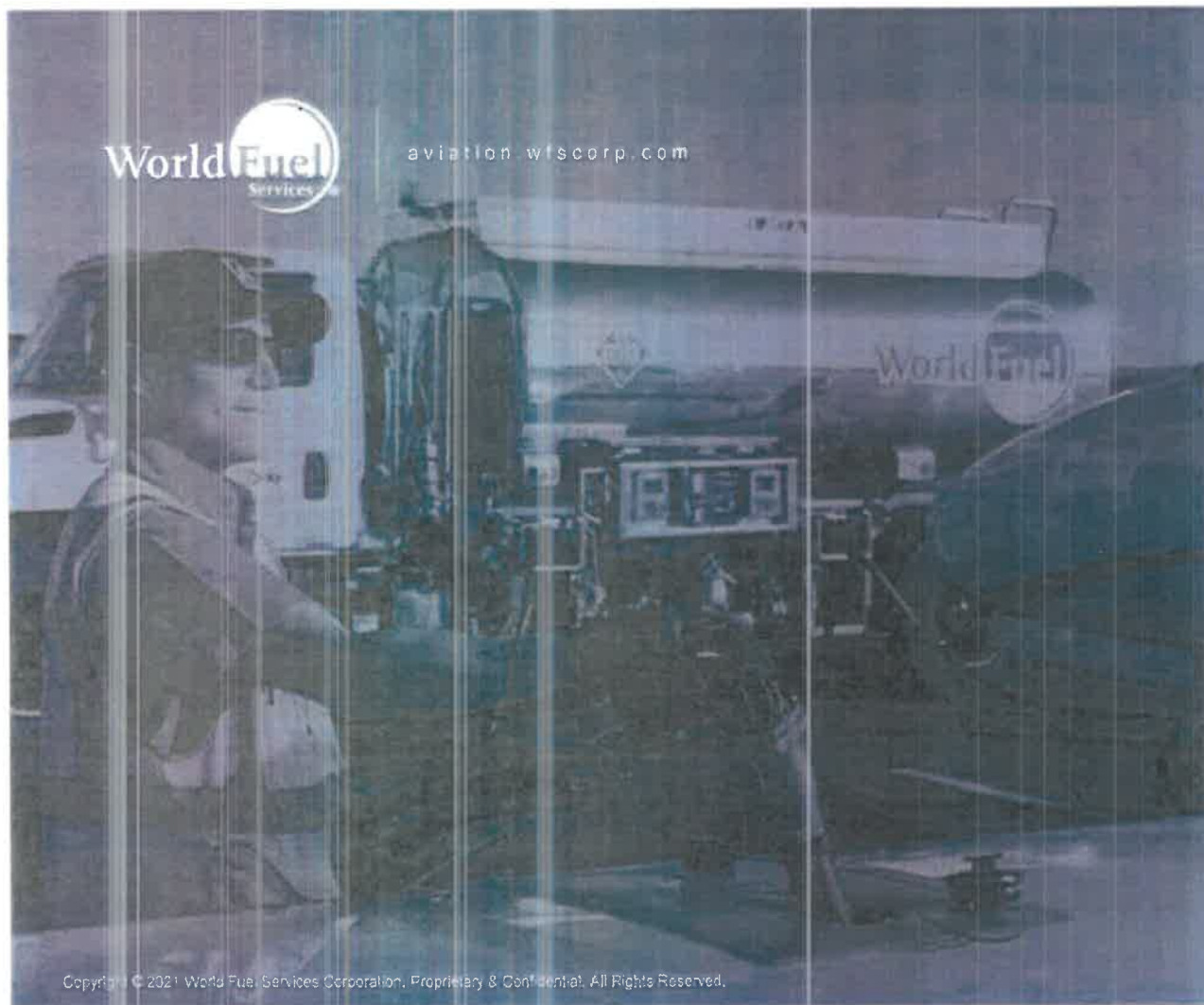
4. We have and will keep in place during the term of the Agreement the following Product Quality Control Program:  
*Describe in detail, your quality control and assurance program. Include complete description of any documented breakdowns in quality of your product and itemize any instances of aircraft damage or personal injury that have been established as proximately caused by the failure of your product to meet specifications.*





5. **Credit Card Program**  
*Describe your credit card program. Include as much detail as necessary for the Airport to fully understand the operations of same and how it compares with other credit card programs operated by other aviation fuel suppliers. History of credit card sales and fee schedule provided.*
6. **Refuelers:**  
*Describe any investments the supplier is willing to make on refuelers. Trucks are expected to be re-decaled.*
7. **Advertising and Promotions:**  
*Describe a method or plan for Airport advertising in relation to national and international programs. Explain aviation directory support available from supplier. Set forth sales aids items provided through suppliers and cost. Explain co-op program, if applicable, and funds available to the Airport.*
8. **Industry Involvement and Commitment:**  
*Describe trade show participation by supplier and how the Airport will benefit from activity. Describe all memberships in industry organizations like NBAA and NATA, including active participation on committees if any. Set forth a list demonstrating involvement with FBOs nationwide and examples of customers similar to the Airport.*
9. **Training:**  
*Describe the training program you propose to conduct at the Airport including the curriculum, the number of employees to be trained, the periodic re-training and the cost, if any. The training should include the following areas at the minimum: ground servicing, safety, refueling piston aircraft, refueling turbo prop aircraft, and fire safety. Quality control and basic fuel farm operation should be provided on a regular basis to accommodate new employees.*
10. **Crisis Management Plan:**  
*Describe as enumerated attachment supplier's program or plan to support Airport in the event supplier's product is called into question or implicated in an aircraft incident or accident.*
11. **Investment by Supplier:**
  - a. **Fuel island and farm investment:**  
*Describe the investment, if any, in the fuel island and fuel farm you are willing to make and under what conditions.*
  - b. **Airport facilities investment:**  
*Describe other investments, if any, you are willing to make in facilities at the Airport and under what conditions.*
12. **Qualifications and References:**  
*Describe your company or organization; your qualifications to be selected as Fuel Supplier; and include at least five reference airports/contacts at which you are the exclusive provider of aviation fuel. Please include contact information for the references.*





**World Fuel and  
P66, your partners  
in business.**



**Response to Attachment A  
on Bid**

## Overview of offer with 3 or 5 year agreement.

The fuel pricing remains constant, our incentives increase with a 5 year deal.

World Fuel Value	Value 3 year term	Value 5 year term	Efficiency	World Fuel Summary of Benefits
Business development funds	\$7,200	\$12,000	FBO improvements	\$7,200-12,000 in funds to be used at the airports discretion to fund desired improvements \$2,400 per contract year, payable in single lump sum.
Osh Kosh Extravaganza	\$1,500	\$2,500	Pilot Happiness	\$500 per year for Osh Kosh event
Support and training	\$3,000	\$5,000	Op Ex reduction (estimate)	Free P66 part 139 training and access to WFS university. Discounts on NATA Safety First training. Full support from WFS QC team with farm and refuelers.
New P66 sign	\$5,000	\$5,000	Customer Value - Estimate	Replacement of the current P66 sign at our expense.
Technology	\$1,800	\$3,000	Increased accuracy & WFS Branded Discount	AvPos point c
Co-Op Funding for marketing	\$1,875	\$3,125	Your FBO promotion	Estimate of fu years)
Access to Discounts	\$1,800	\$3,000	Op Ex reduction (estimate)	Flight tracking
Dispatch Predictability	FREE	FREE	Confidence & Ease	On-time delive
Marketing Support	FREE	FREE	Industry exposure	Resources to p
Excess Products Liability Insurance Program	FREE	FREE	Mitigate Loss Exposure	\$50,000,000 E. coverage of at
Dedicated sales & solutions team	FREE	FREE	Market growth	The largest, mc
Financial & Operational Value	\$22,175	\$33,625		Dependability

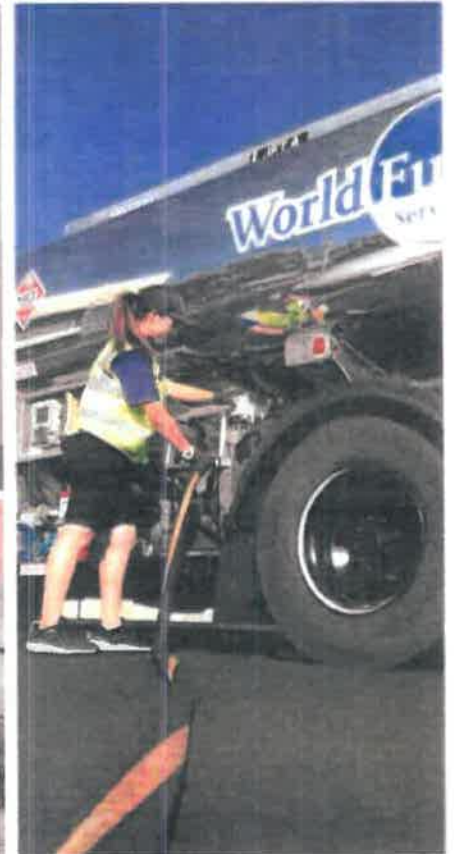
## More than fuel, we develop tailored FBO Solutions...

CONTACT US TODAY

At World Fuel Services, we deliver competitively priced fuel, a complete line of deicing products, and aviation solutions to support more than 900 FBOs and airport locations in North America.

Our dedicated team and suite of industry-leading products provides you more value than any other supplier.

Whether we're helping customers meet operational performance goals or investing in programs to help drive growth, we deliver solutions that go beyond fuel.



## ...that drive your competitive edge

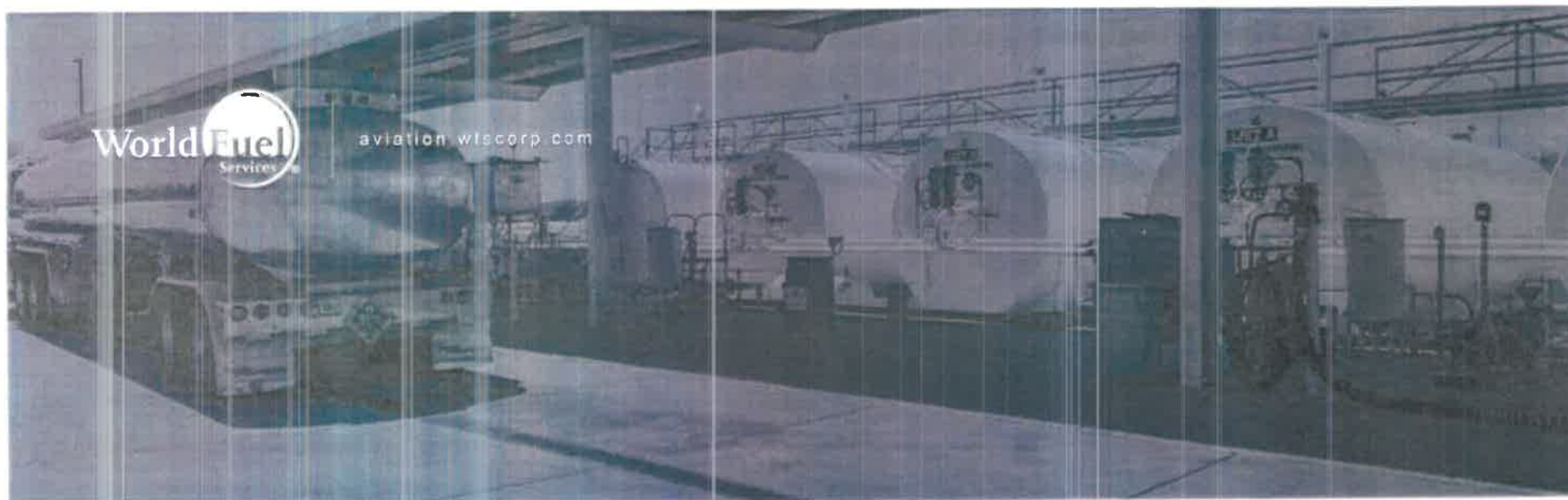
Our unique strengths give you **the competitive edge to drive your business**. You can harness our aviation expertise and reliable fuel supply to enhance your core operations. Our ongoing investments in state-of-the-art technology, payment processing solutions, and loyalty programs not only provide operational efficiency, but when combined with World Fuel's network strength, you become pilot preferred.

World Fuel tailors FBO solutions that create enduring value for your business and contribute to **your FBO's success**.

● Core Offerings ● Competitive Edge







**Reliable Supply**



## Reliable Supply

Our supply experts manage logistics so you can focus on your business

We make the process of delivering **top-quality fuel and service** to your customers safe and simple.

**Managing more supply locations** than any other business and general aviation supplier, World Fuel's trusted global logistics professionals work around the clock to coordinate fuel shipments that airports and FBOs can rely on.



**30**

Refiners



**250**

Terminals



**100**

Freight Carriers



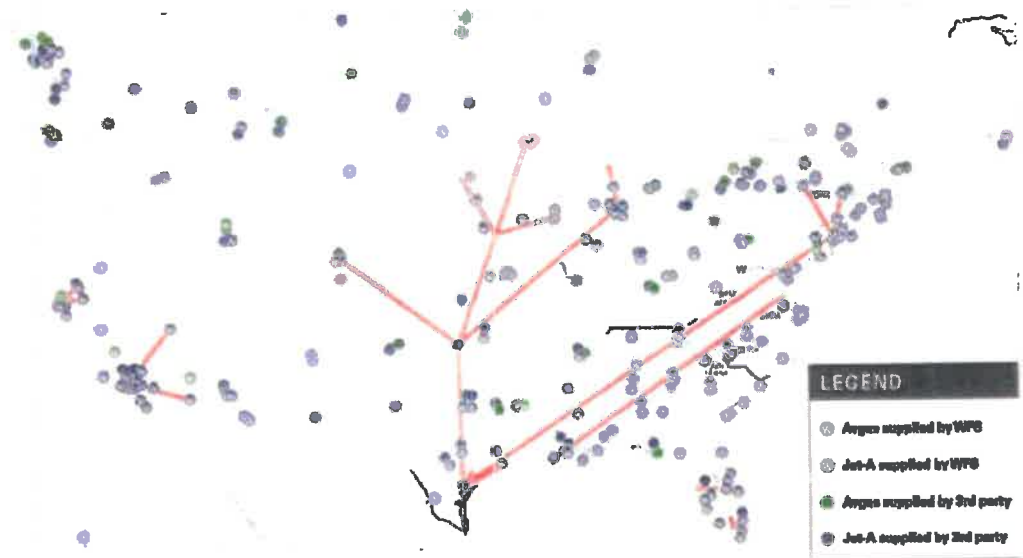
**99%**

On time delivery

## Primary Supply Position

With dedicated inventories

- Largest global aviation supply chain in North America
  - Primary supply position with dedicated inventories of Jet A, avgas, and de-ice
  - 99% on time delivery
  - A complete line of deicing products
  - 24/7 dispatch and customer support network to address supply disruptions, weather emergencies, and high-volume events
- *Jet – Primary Supply point is DesPlaines*
  - *Avgas – Primary Supply point is Argo*



## Phillips 66® Aviation

The Most Trusted Wings in Aviation™

- Relied on for more than 80 years as a source for the highest quality jet and aviation gasoline fuels
- Among the largest refiners in the United States and a major supplier to general, commercial, and military aviation
- As a valuable partner, we provide you a combined supply and brand program that is unparalleled
- Phillips 66® Aviation offers WingPoints pilot rewards program



## Reliable Supply for DeKalb Municipal Airport

Aviation supply ensures options and consistency

Primary Jet Terminal is DesPlaines  
Primary Avgas Terminal is Argo

Prices are based on full loads for both Jet A and avgas. Prices exclude tax. Freight charges will be adjusted based on gallons delivered. All fuel prices are based on a primary supply point. Should local conditions warrant the use of an alternate supply point, the customer is responsible for additional freight and/or supply cost.

Pricing for Jet A follows Gulf Coast Pipeline Jet 54 Mid for the previous week's five-day average. Jet A price changes occur weekly and are transmitted each Tuesday by email.

Pricing for avgas typically follows Platt's Premium Unleaded 93. Avgas price changes occur Wednesdays and Saturdays and are transmitted by email.

Jet A meets ASTM-D1655 Standards and avgas meets ASTM-D910 Standards

Product	Pricing Index	Rack Price Benchmark (Quoted as of Oct 26, 2020)	Diff.	Base Freight	Freight Surcharge + Tolls	Total Price per Gallon Excluding Tax	Primary Rack
Jet A	Platts Gulf Coast Jet 54	\$2.320540	\$0.160370	\$0.067813	\$0.011251	\$2.559974	DesPlaines IL
Avgas	Rack	\$3.726000	N/A	\$0.065306	\$0.017236	\$3.808542	Argo IL



## Deicing Supply and Services

World Fuel partners with The Dow Chemical Company, one of the world's largest producers of Propylene Glycol, to provide the most complete line of deicing products in the industry.

- **SAE 1424 Type 1** - approved deicing fluid that removes ice and snow contamination from flight surfaces
- **SAE 1428 Type 4** - approved anti-icing fluid that prevents the accumulation of snow and ice on flight surfaces
- **AMS 1435** - approved runway fluid that prevents the accumulation of ice on runway and taxiway surfaces

Storage tank and Deicer truck unit purchase and finance options:

- **Delivery Options:** Tote, Drum, and Bulk Glycol
- **Storage Options:** Steel, Poly Tanks (from 2,000-50,000 gallons), and ISO Tanks
- Inventory management and quality inspection services



Courtesy of Lane Aviation - Columbus, OH - KCMH



## Aviation Expertise



## Brand Strength to Build Your Business

Beyond reliable and quality aviation fuel supply, we provide industry-leading programs and expert technical services to build your brand strength with the World Fuel Network as your counterpart.

WORLD FUEL  
NETWORK



AVIATION EXPERTISE



## Trucks and Technology

Provision of vehicles and technical solutions

We bring **expertise** and **industry best practices** to provide technical solutions.

- Largest North American Fleet – 1,000+ unit fleet of refueler trucks and fueling equipment
- Sizable loaner fleet supported by equipment specialists and OEM partners to accommodate emergency repairs and special events
- Electronic metering with full software/technology integration to drive operational efficiency
- Refueler program that provides FBOs with flexible options to **efficiently fuel and support** aircraft





## Quality Assurance

Phillips 66® Aviation

**The best of both worlds - World Fuel Services' Quality Assurance (QA) Expertise and the Phillips 66® technical offerings**



- **Internationally Recognized Quality Assurance Team participates on global industry standard committees such as ASTM, JIG and A4A**
- **World Fuel Supply Partners, Storage and Terminals are assessed to ensure alignment with EI-1595 and/or EI-1530 pre-airfield distribution standards**
- **Contract grade-dedicated road transport companies and drivers must complete the World Fuel Services' quality and safety training program**
- **Fuel testing equipment and other supplies available through WFS Equipment Group**



Phillips 66® branded locations are inspected bi-annually, which includes fixed and mobile equipment inspections of fuel testing procedures, proper use of fuel testing equipment, fuel farm operation and maintenance, refueler operation and maintenance, and record keeping at no charge.





## Online Training

Exclusive to Phillips 66® branded dealers

### Online Resource Center

- One-stop resource for Phillips 66® aviation fuel handling guides & manuals, health, safety & environmental information, technical specifications and training enrollment
- Phillips 66® aviation quality control training videos provide step-by-step fuel quality assurance testing procedures
- Complimentary access to suite of industry guidance from Energy Institute and Gammon Technical Products

[www.trustedfuel.com](http://www.trustedfuel.com)

## Cooperative Marketing

### Marketing your FBO

- **Co-op funds are accumulated at a rate of \$0.005 per gallon** for all retail jet and avgas gallons on an annual basis
- Accrual based on the previous year's volumes
- **Claims are processed upon receipt and we can advance the anticipated first year's co-op** to assist in covering transitional costs such as uniform changes, business card changes, etc.
- Branding guidelines and an approved branding logo will be provided and must be used for all advertising, uniforms, marketing, and printed materials.

### Options

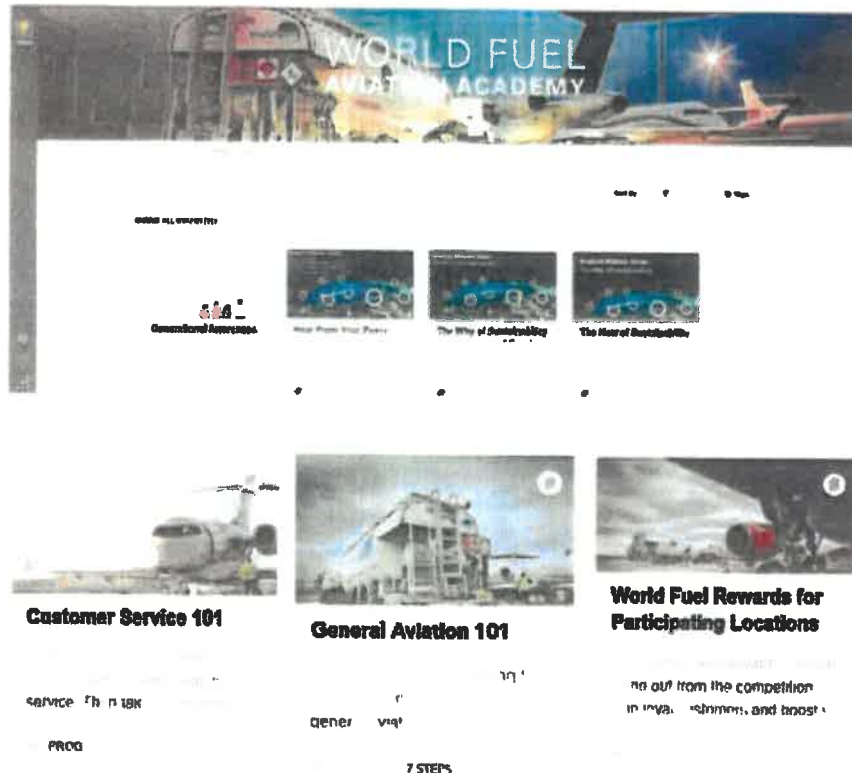
- Advertising with World Fuel or other related logos
- Credit Card processing equipment and software
- NATA Safety 1st Training Expenses and State Aviation Dues
- Fuel testing equipment
- Line service training
- Premium items for FBO promotions with approved logos on materials
- Printed materials with approved logos
- Trade shows and industry exhibition (plus travel) with approved logo use
- Uniforms and website with approved logo use
- Personnel training conference (plus travel) to improve service delivery
- Aviation-related website fees with approved logo use
- Promotional mailings, communications tools and up-selling programs with approved logo use
- Airport/FBO specific events with approved logo use
- Industry specific dues and subscriptions
- World Fuel Rewards purchases
- Flight tracking subscriptions
- Advertising & communication agency marketing and sales support fees with approved logo use
- FBO facility improvements (prior approval required)

## NATA Training Supports Safety On The Ramp

### Access to Discounted NATA Safety Courses

- **Self-paced, easy to administer online training** -- Profession Line Service Training (PLST) Initial/Recurrent, Line Service Supervision & Training Management, Self-Fueling and Ramp Safety, De/Anti-Icing, Customer Service, Safety & Security (CSSS)
- **Subscription Model** - NATA Membership Fee Required - World Fuel Discounted to \$99 per employee per year
  - Transfers to new hires for any exiting employees
  - Shifts safety compliance of course completion to true employee learning & development
- Reimbursement of NATA paid invoice will be funded from your Co-op fund at 100% of the invoice total, when funds are available





## World Fuel Aviation Academy

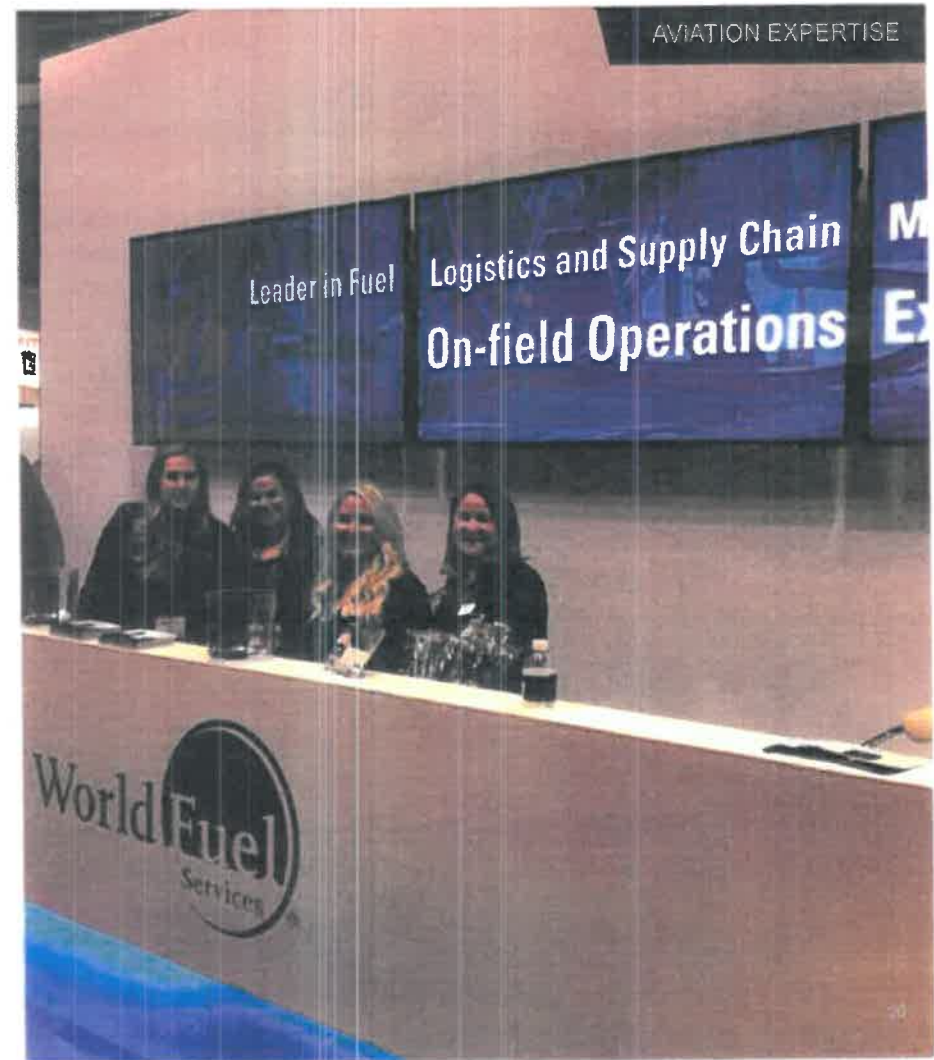
Proprietary Training to Build Your Team's Expertise

- Industry and **World Fuel specialized training courses** available to all network locations
- Courses developed and added regularly to **evolve aviation knowledge**
- World Fuel Aviation Academy provides **free access 24/7** for your team to support products & services and industry training
- **Upload your training modules to Aviation Academy** and benefit from centrally managed training, all through one portal
- Enroll and monitor your team's training

## Customer Support

### Aviation Customer Experience Support (ACES)

- Key point of contact assigned to your team
- Schedules support training
- Assists in program enrollment (Flight Tracking, World Fuel Aviation Academy)
- Credit card processing & invoicing questions
- Manages co-op submissions and reimbursement
- Contact [ACES@wfscorp.com](mailto:ACES@wfscorp.com)







## Operational Efficiency



OPERATIONAL EFFICIENCY

## Industry-leading Software helps drive efficiency

FBO SOFTWARE BUILT FOR EVERY NEED

### fboSoftware

Built on the largest aviation processing network, **avPOS**, our payment processing and FBO software is easy and **used by more than 3,000 locations**.

#### avPOS

The world's largest business and general aviation payment processing platform

An affordable, web-based desktop and mobile point-of-sale payment solution. The avPOS card processing platform is 100% web-based and complies with global, secure payment application practices.

### fbo360

fbo360 is a cloud-based software application that offers FBOs an intuitive billing and task management system. Key features include the ability to maintain customer information, preferences, reservations, invoicing and industry-leading point of sale capabilities through avPOS.

### totalAviation software

Built on a modern technology platform that allows for flexibility, Total Aviation Software features several management modules for fuel management, card processing via avPOS, concierge services, and CRM. Customize the software, reduce costs, and process transactions straight from the ramp.

### totalFBO

Ease the administrative burden of almost any department with totalFBO, a software program written specifically for managing aviation operations and finances. The modular system lets you access instant interdepartmental data in one program.

## The World Fuel Connected Truck

Our **technologically advanced fuel truck** combines paperless fueling, advanced DEF sensor technology, and integrates directly into our FBO software.

By digitally capturing all the key information on the truck's fuel meter, the **Connected Truck** not only eliminates errors, it also syncs wirelessly with a cloud-based hub which then transmits to your World Fuel FBO software.



HUB

- Go 100% paperless from fuel to invoice - simple, fast, accurate
- Equipped with DEF detection technology
- Maximize truck performance and usage with live monitoring

fboSoftware

## Industry Vendor Discounts

Access to real-time and historical flight tracking data through FlightAware Toolbox, TRAQPak, and Passur at deeply discounted rates.

### FlightAware FBO Toolbox

\$450 / month



Contact Info:  
Stephen Maciolek  
713-877-1062

[stephen.maciolek@flightaware.com](mailto:stephen.maciolek@flightaware.com)

### TRAQPak FBO

\$405 / month



Contact Info:  
Anthony Brancaccio  
513-852-1065

[anthony.brancaccio@arqus.aero](mailto:anthony.brancaccio@arqus.aero)

### PASSUR FBO

\$500 / month



Contact Info:  
Peter Masella  
917-400-8622 or  
[pmasella@passur.com](mailto:pmasella@passur.com)

## Insurance Program

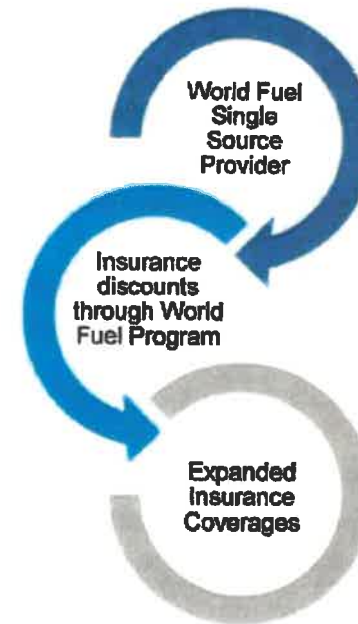
World Fuel has partnered with Higginbotham, the 24th largest independent insurance broker in the U.S.. Their crew of aviation insurance experts have helped hundreds of aviation companies worldwide secure the financial stability they need to soar to new heights of success.

### Expertise

- 47 combined years of aviation insurance experience
- Licensed pilots
- Safety training
- Loss control programs
- Contract review
- Risk management information systems
- Claims advocacy

### Experience

- Fixed Base Operators (FBOs)
- Maintenance, Repair, Overhaul Facilities (MROs)
- Aircraft Hull and Liability
- Aircraft products manufacturers and distributors
- Commercial and municipal airports
- Drone operations



**HIGGINBOTHAM**



As a member of the Business Aviation Coalition for Sustainable Aviation Fuel (SAF Coalition), World Fuel continues to support the business aviation industry's goal to reduce carbon emissions 50% by 2050.

Since 2015, World Fuel Services has delivered nearly 22 million gallons of SAF to business and commercial aviation customers. Carbon Offset Fuel (COF) is another step toward increasing the aviation industry's access to low-carbon fuel and creating greater efficiencies in the distribution of SAF.

In 2019, World Fuel Services became a signatory to the United Nations (UN) Global Compact.



## **Achieve Your Sustainability Goals**

**World Fuel Services makes it easy to decarbonize your operation and start on your journey to reducing emissions with FBO Sustainability Solutions:**

- **Decarbonize your operation with carbon offsets calculated on your Scope 1 & 2 carbon sources**
- **Carbon offsets bundled with bulk fuel purchases**
- **Provide your customers carbon offset fuel sales offered at the counter**
- **Sustainability consulting to reduce your operation's environmental impact**



## World Fuel Network Strength



## Leverage World Fuel's Strength

Global strength. Local presence.

Our vast network provides you the **competitive edge** to drive your business. We leverage market strength with our investments in technology, payment solutions, and rewards programs, which directly benefit your business's bottom line.

### NORTH AMERICA

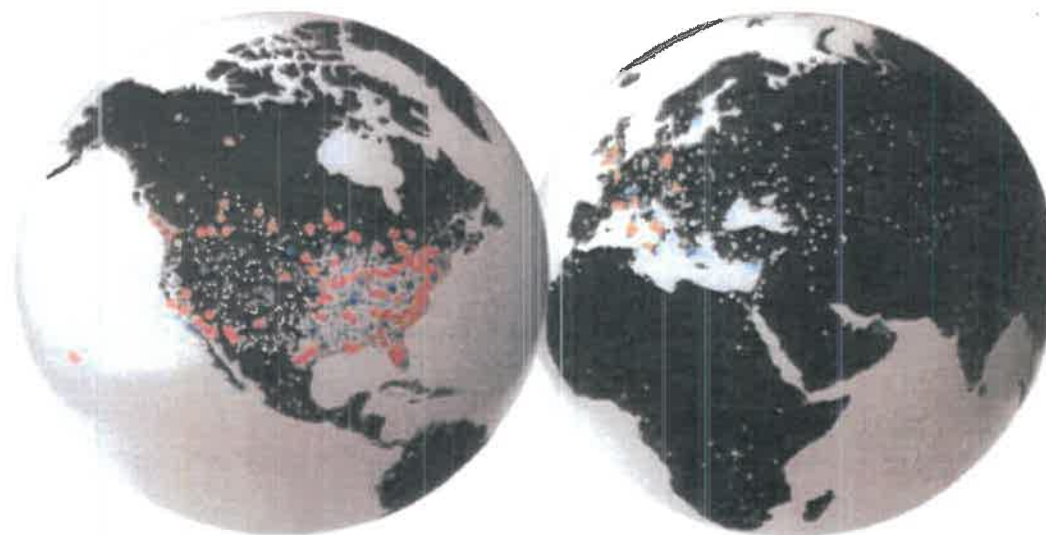
15,000+	Rewards members
9,000+	Flight departments supported
8,200+	AVCARD by World Fuel merchants
3,000+	Contract fuel locations
600+	World Fuel Services FBO locations
85+	Air Elite by World Fuel locations

● Physical Supplied

● Air Elite Network

World Fuel Services partner locations

WORLD FUEL  
NETWORK



## Phillips 66® Branding

- Signage provided - pole and/or building signs available in different sizes
- Installation costs will be the responsibility of World Fuel Services
- Responsibility of permits and power to the sign is the responsibility of the FBO
- Decals and marketing materials for fuel trucks, fuel system, counters, and building at no cost



## Phillips 66® Pilot Programs



### EAA Young Eagles Program

- Pilots must be EAA members flying Young Eagles
- Pay for Avgas with Phillips 66 Aviation Personal Card
- Submit form with copy of fuel receipt
- Rebate provided through Phillips 66 Aviation Personal Card
- Pilots Earn \$1.00 per Gallon Rebate
- No cost to FBO



### Compassion Flights Rebate

- Offered to pilots flying for select Compassion Flight Organizations
- Purchase avgas at a P66 Branded FBO with a P66 Personal Card
- Submit rebate form with copy of fuel receipt
- Rebate form managed by the Compassion Flight Organizations and provided through P66 Personal Card
- No cost to FBO





## Pilot Preferred



## PILOT PREFERRED CARDS

Tap into the cards pilot's use most

### TOP AVIATION FUEL CARD

2017 – 2020 Pro Pilot PRAISE Survey

**84,500+**

cardholders

**AVCARD by World Fuel** allows you to transact for your products and services



**World Fuel Contract** allows you to attract customers to help you build your business



## Enhance Your Profitability & Attract More Business

World Fuel is the only network with comprehensive retail and contract programs designed to provide FBOs with tailored payment solutions and new business opportunities.

### LOW TRANSACTION COST

World Fuel Contract Fuel - **0%**

AVCARD by World Fuel – **Low processing rate**

### INTEGRATED TRANSACTION PROCESSING

Use the most popular FBO point-of-sale software systems to easily integrate transaction processing and increase operational efficiency.

### GET PAID FASTER

- We expedite your cash flow with timely delivery of third-party payments
- World Fuel assumes all receivable risk of 3rd party resellers

**WORLD FUEL  
REWARDS**  
ON WORLD FUEL, RETAIL AND CONTRACT FUEL

World Fuel awards customers with World Fuel Rewards on every AVCARD by World Fuel transaction and World Fuel Contract gallon purchased at your FBO

PILOT PREFERRED CARDS

## Pilot Preferred Cards

Leaders in technology and payments



Phillips 66 AVCARD & Retail Cards



Retail Card Type	Processing Rates*
<b>P66- AVCARD Branded Fuel Card</b>	<b>0%</b>
<b>AVCARD</b>	<b>2.85%</b>
<b>VISA/MasterCard (Qualified)</b>	<b>2.35%</b>
<b>VISA/MasterCard (Non-Qualified)**</b>	<b>3.35%</b>
<b>American Express</b>	<b>3.45%</b>
<b>Discover</b>	<b>3.50%</b>
<b>AIR Card (Non-Contract)</b>	<b>4.25%</b>

\*Within 72 Hours - Processing rates are subject to change

\*\*Non-Qualified transactions include instances when credit card numbers are manually entered, when using credit card number that is kept on file or for self-serve transactions.



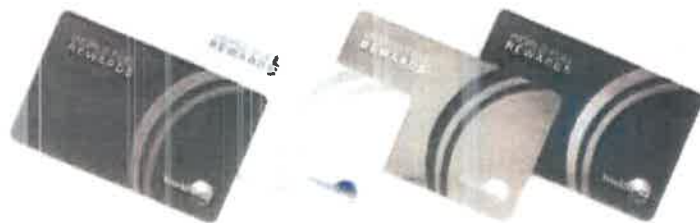
Contract Fuel



Contract Fuel Card Type	Processing Rate*
<b>World Fuel Contract Fuel</b>	<b>No Fees</b>
<b>Other Resellers thru WFS</b>	<b>No Fees</b>

\*World Fuel assumes all receivable risk of 3rd party resellers

## PILOT PREFERRED CARDS







**WORLD FUEL  
CONTRACT**  
1 USG



**WORLD FUEL  
TRIP SUPPORT**  
\$1 1 point



**AVCARD**  
by World Fuel  
\$10 1 point

STATUS		POINT TIERS	MULTIPLIER
DIAMOND ELITE		750,000 & above	1.5X
DIAMOND		75,000 - 749,999	1.25X
SILVER		10,000 - 74,999	1.1X
BLUE		0 - 9,999	1X

## World Fuel Rewards

### Drive Loyalty with Flight Departments

- Membership is free
- Over 15,000 global members participating
- Only reward program to offer invoice credit option
- Incentivizes use of lower cost transaction methods
- Gives operators the opportunity to earn points on transactions, including purchases of maintenance, flight training, and fuel and related services
- World Fuel issues points on all World Fuel payments, including World Fuel Contract, World Fuel Trip Support and AVCARD® by World Fuel
- Redemption rate is 1,000 points = \$10 approximate value for members

Learn more at [worldfuelrewards.com](http://worldfuelrewards.com) or email [worldrewards@wfsCorp.com](mailto:worldrewards@wfsCorp.com)

## World Fuel Rewards Bank of Points

### WORLD FUEL NETWORK

FBOs purchase a minimum of points annually to unlock their bank of points compliments of World Fuel (5,000 points = \$100)

A bank of points will be granted to your location at a rate of:

- 1 point per 5 USG Contract Fuel sold
- 1 point per \$50 USD AVCARD transactions
- 1 point per 100 USG Bulk fuel purchased

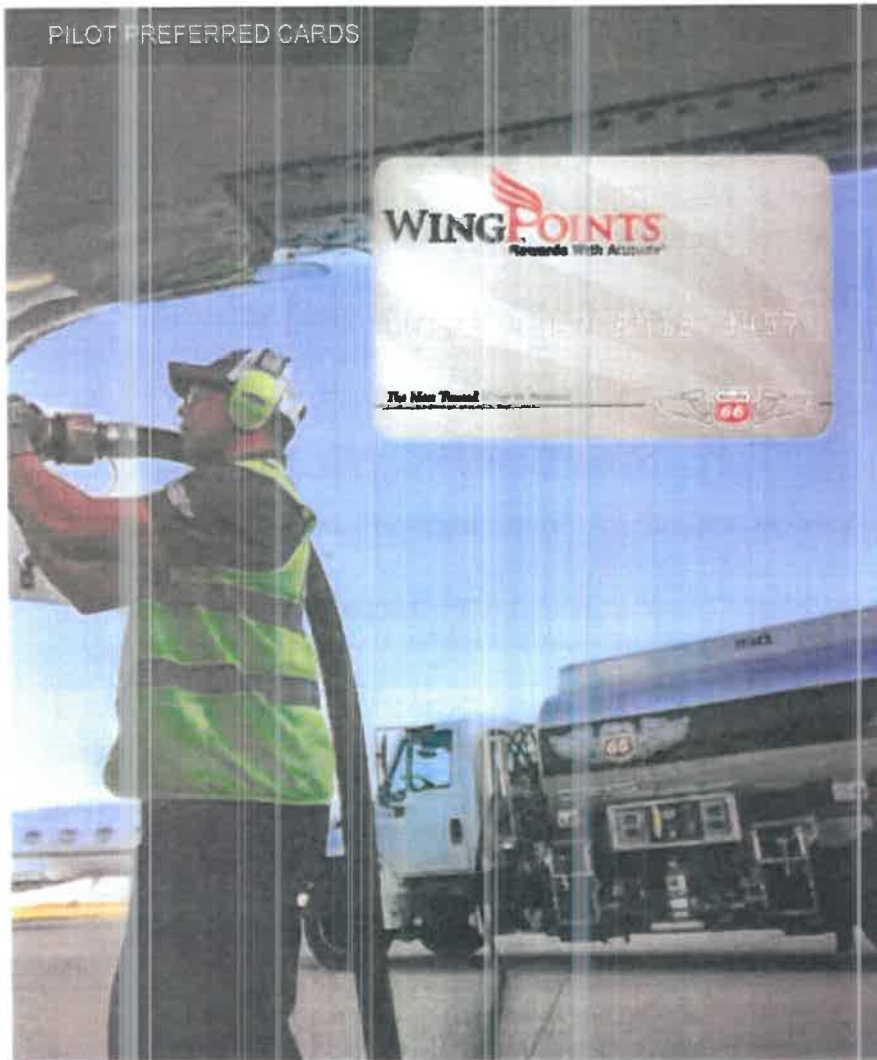
Awarded directly from your location to build loyalty and incentivize larger purchases, preferred method of payment, and support your upselling strategy

Points posted to your World Fuel Rewards account will expire after 12 months





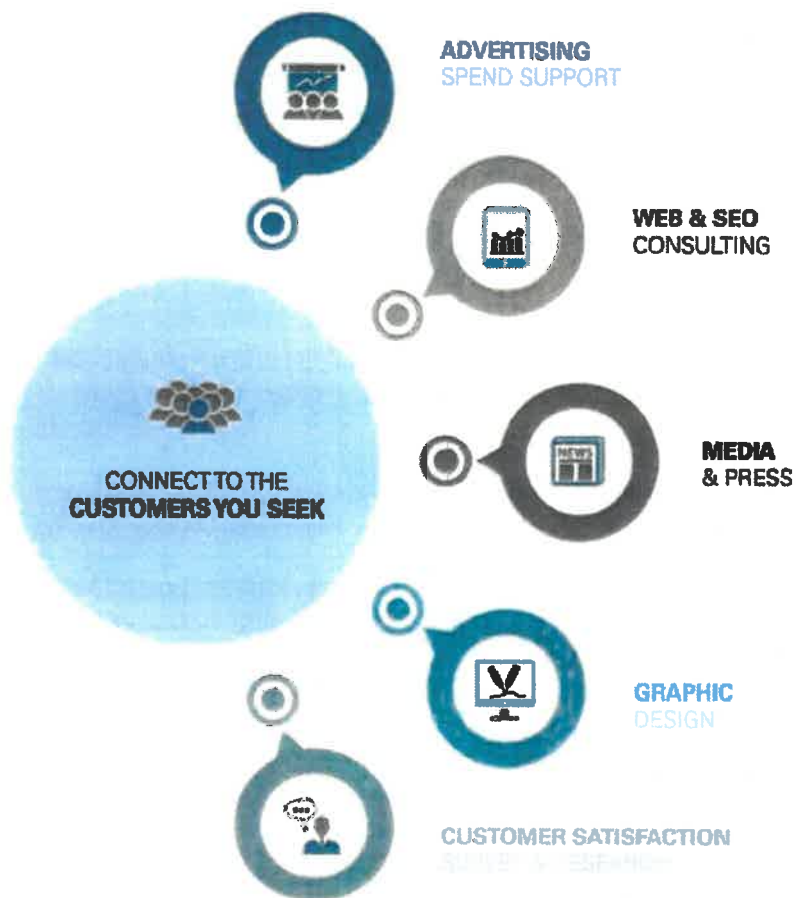
PILOT PREFERRED CARDS



## Phillips 66® Aviation

### WingPoints® Loyalty Program

- Cutting edge aviation rewards program
- Created in response to customer demand
- An answer to competitive programs
  - Obtain card at FBO to receive points awarded on first sale
  - Online registration & redemption
  - Bonus awards when used with P66 cards
- Instant rewards drives volume
  - Popular gift cards including Visa
  - Charity options
  - Ability to link accounts
- Pilot receives 10 points/gallon
- FBO cost is \$0.02 per gallon



## Marketing as a Service

Our **Marketing as a Service** program is designed to support your marketing growth and achieve business objectives.

- Support your marketing goals through the discovery and execution of graphics, advertising, web analysis, metrics, and access to the customers you seek
- Gain access to platforms and data, events, tradeshow, and professional representation of your FBO in the aviation industry
- Marketing efforts are focused on growing your brand
- Industry event presence with a focus on your business
- World Fuel Rewards promotions designed and emailed to strategic customer contacts

**These are the benefits that we get from World that really make a difference.**

Stastia Earl, Lane Aviation

## Leading Trade Show Program

### Marketing as a Service

World Fuel Services is an industry-leader in tradeshow support. We exhibit at several industry tradeshows each year and provide great options for FBOs to join us. Signage and installation allowance will be provided based on need and annual volume.

### Popular Kiosk Program

Exhibit alongside World Fuel in our premium exhibit space

### Traffic and Leads

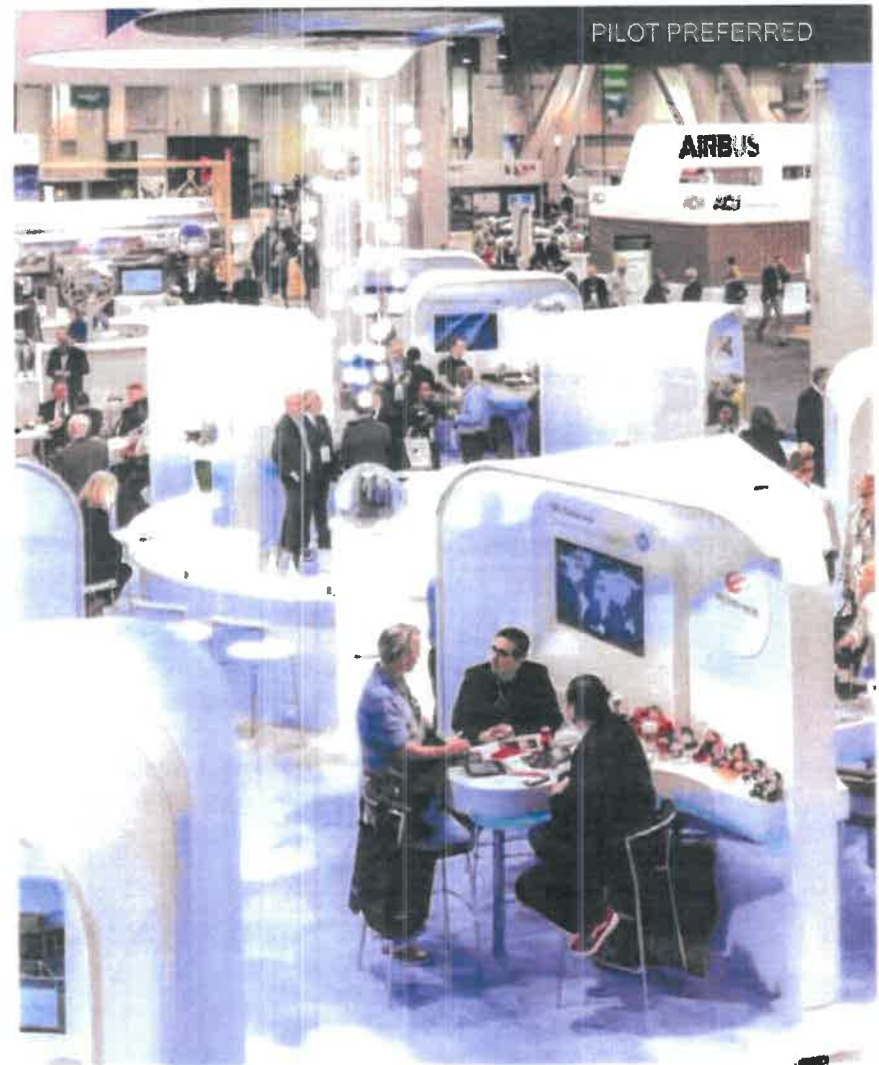
Benefit from buzz, excitement, and traffic with giveaway drawings and other highly-effective tactics to provide our co-exhibitors the best exposure

### Gain Global Reach

Opportunities at NBAA/BACE, Schedulers & Dispatchers, AeroExpo, CBAA, EBACE, LABACE, ABACE, and MEBA

"It's important to have a strong supplier that can offer us the branded programs we need to stay competitive in the ever-changing FBO scene. World Fuel Services has answered this call for us."

Lee Avery, Owner – Manager  
Sky Bright - KLCI



PILOT PREFERRED



## **FBO and Airport Solutions Sales Team**

Dedicated to your success

Our **FBO and Airport Solutions Sales Team (FASST)** will consult with you on a regular basis to:

- **Strategize to attract traffic and maximize profitability**
- **Maximize your volume and drive repeat visits** with World Fuel Contract, AVCARD® by World Fuel, and World Fuel Rewards
- **Target new business**, understand the market, and market promotions/special events



## Data and Metrics to Help You Grow

Data to support management visibility and growth strategy

Working with FASST, you can expect:

- **Access to World Fuel's database**, which aggregates five of the top industry flight tracking providers into a single dataset
  - Enriched with our own intelligent algorithms to ensure accurate aircraft movements and fuel burn estimates
  - Fortified with World Fuel's actual sales data from the global market leader in GA fuel sales via our Contract Fuel program & AVCARD® by World Fuel
  - Capturing >90% of all business & general aviation activity in major regions with limited exceptions and 85% of all global traffic
  - Provides the highest & most dependable market visibility in the industry for our branded FBO partners
- Collaboration with bulk and flight department sales teams
- Evaluation of current business and future growth opportunities
- Leveraging relationships and connections to make a successful partnership



## A Personalized Approach

Backed by the World Fuel Team

While we are the largest aviation network in the industry, your dedicated account executive will work hand-in-hand with your team, and ours, to develop a **plan to attract target business and make your growth goals a reality.**



## References

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### City of Dekalb

Renee Riani –AP Manager

[Riani.Renee@cityofdekalb.org](mailto:Riani.Renee@cityofdekalb.org)

815-748-8102

### Lane Aviation KCMH

Steve Evans – President

[evans@laneaviation.com](mailto:evans@laneaviation.com)

614-370-6826

### Monaco Air Duluth KDLH

Mike Magni – President

[magnim@monacoairduluth.com](mailto:magnim@monacoairduluth.com)

218-349-10323

### Fort Wayne Aero KFWA

Justin Treft – GM

[treft@fwaaeromichigan.com](mailto:treft@fwaaeromichigan.com)

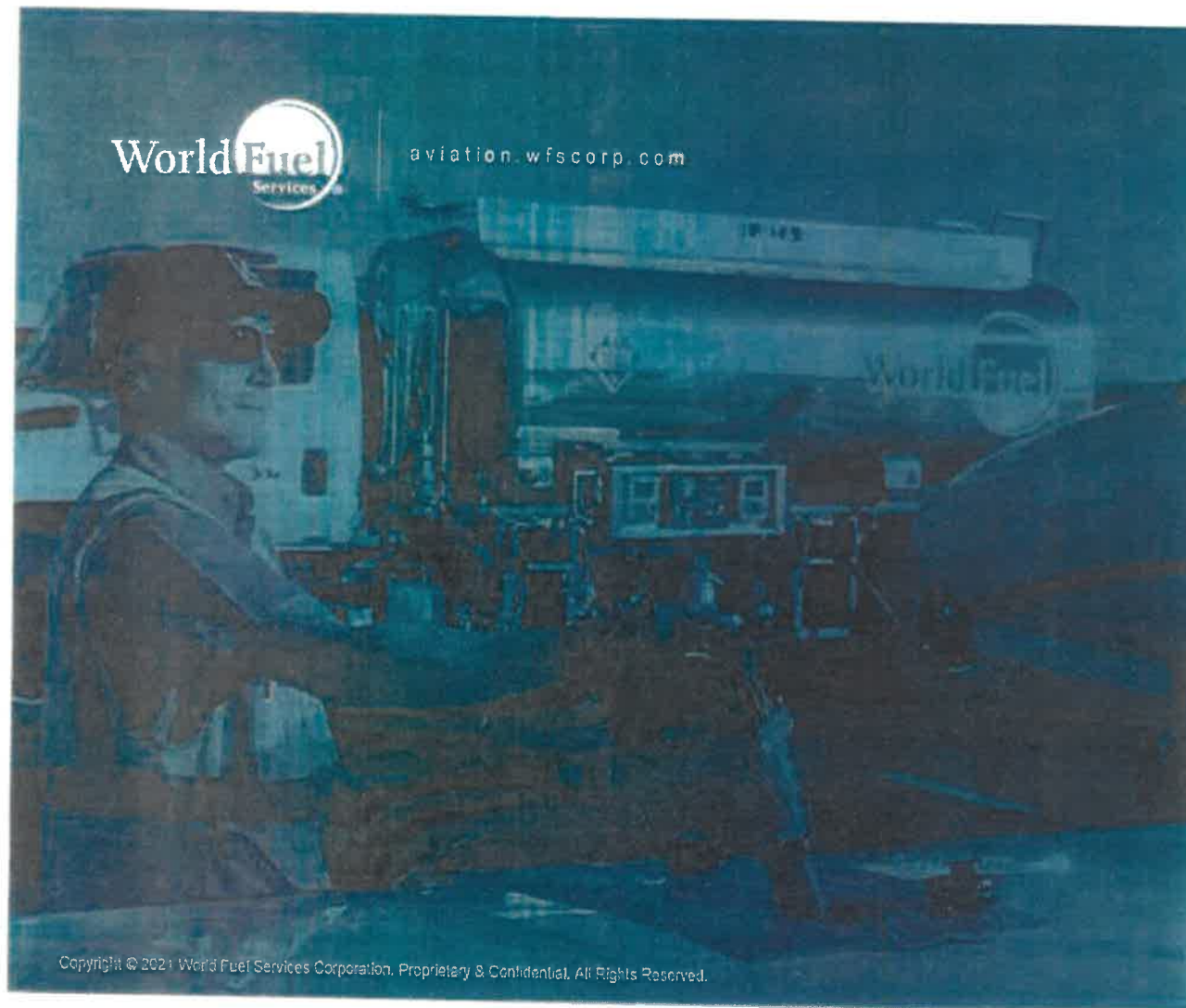
260-446-3480

### J.A. Air Center KARR

Randy Fank – GM

[randy@jaaircenter.com](mailto:randy@jaaircenter.com)

800-549-2100



**Thank You!**

**City of DeKalb**  
airport

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**BRANDING AGREEMENT**  
**(PHILLIPS 66® BRAND)**

This BRANDING AGREEMENT (this "Branding Agreement") is made and entered into this 1<sup>st</sup> day of January, 2022, by and between CITY OF DEKALB, an Illinois corporation ("Customer") located at 164 E. Lincoln Highway, DeKalb, IL 60115 and WORLD FUEL SERVICES, INC., a Texas corporation on its behalf and on behalf of its Affiliates (as defined in the FSA) (collectively "Seller") located at 9800 N.W. 41st Street, Miami, FL 33178.

During the term of this Branding Agreement, City of DeKalb ("Customer") is authorized to and shall offer Company Products for sale under the Company Marks subject to the following terms and conditions:

1. Customer is hereby authorized to sell aviation fuels and other petroleum products supplied by Company pursuant to the Fuel Supply Agreement between Customer and Seller dated January 1, 2022 ("FSA") at the locations listed in the FSA (each a "Location"), under certain brands and signs, and under certain trade names, trademarks, trade dresses, brand names, labels, insignias, symbols and imprints owned by Company or used by Company in its business (collectively "Company Marks") as are specifically authorized by Company from time to time. Such aviation fuels and other petroleum products sold by Seller to Customer, and held for sale by Customer, under Company Marks pursuant to this Branding Agreement and the FSA are hereafter referred to as the "Company Products." Each of the following petroleum products shall be continuously stocked and offered for sale at Customer's Location in such quantities as are necessary to meet the demand therefore: Company's Aviation Gasoline 100LL and Company's Jet A Turbine Fuel.
2. Any and all signs, decals, posters, placards, plates, devices, graphic materials or other form of advertising matter consisting in whole or in part of the name of Company or any Company Marks (collectively, "Branded Materials") will be obtained by Customer, at Seller's expense, only from Company. Any and all rights in Company Marks and Branded Materials are, and shall remain, the property of Company. Any use of Company Marks or Branded Materials other than as specifically set forth herein shall be strictly prohibited. No signs, emblems, graphic materials or other form of advertising for competing products or brands may be displayed at any Location where Company Products are offered without the express written consent of Seller.
3. Customer agrees that it will not use or display any Branded Materials (a) in a manner which causes or is calculated to cause confusion as to the type, characteristics, quality or manufacture of any fuel or other product which Customer offers for sale; or (b) for the purpose of selling or promoting the sale of aviation fuel other than fuels supplied by Seller; or (c) for the purpose of selling or offering for sale any product which has been diluted or adulterated whether intentionally or not. Customer will at all times maintain its facilities and conduct its operations in compliance with those standards and procedures established from time to time by Company and applicable to aviation fixed based operators displaying any of the Company Marks or Branded Materials. Such standards and procedures may include (without limitation) image quality standards for the brand displayed, quality control and refueling procedures for products bearing such brand, and standards for services offered and facilities utilized by Customer in conjunction with such products. Seller or Philips 66 Company may, as each deems appropriate, including through the use of third-party contractors, conduct periodic tests or inspections to confirm Customer's compliance with its obligations hereunder.
4. Seller desires to maintain the quality of Company Products sold hereunder. Accordingly, Customer will not in any manner mix, commingle, adulterate, blend, dilute or otherwise change the composition of any of Company Products purchased from Seller hereunder and resold by Customer under Company Marks unless mutually agreed by both parties pursuant to the co-mingling section of the FSA. If Customer offers for sale products purchased on an unbranded basis, Customer shall refrain from all use of Company Marks on or in connection with the sale of such products. Customer further agrees to protect the identity of Company's products and Company Marks by all reasonable means that would prevent customer confusion or misinformation, including, but not limited to, compliance with any guidelines issued by Seller and/or Company to prevent such confusion.
5. Customer shall accept and honor for payment all Company Accepted Credit Cards and Debit Cards as outlined in the then current Company Credit Card Guide and subject to the terms thereof. "Company Accepted Credit Cards" are defined in the Company Credit Card Guide, which is incorporated herein by this reference, and which may be revised from time to time or discontinued at Company's sole discretion, and which may be supplemented with Company's marketing website communications, and other forms of notification to Customer (all referred to collectively as the "Credit Card Guide"). All transactions shall be processed: (a) on point-of-sale devices and web-enabled processing solutions or platforms, including, without limitation, Electronic Point of Sale ("EPOS") devices that are designated and approved by Company; and (b) by a card processor designated and approved by Company. Customer shall accept other payment methods designated by Company from time to time in the Company Credit Card Guide.

6. Customer may be eligible to enroll in the Phillips 66-Branded Airport Dealers Excess Liability Insurance Program (the "Excess Liability Program"). In order to apply for enrollment, Customer must complete the following documents relating to the P66 Excess Liability Program and submit them to Company: (1) Invitation to Enroll; and (2) Letter of Understanding. Customer shall be required to meet such eligibility requirements as established by Company from time to time. Upon request, Seller will provide Customer with the necessary documentation to apply for enrollment; provided, however, that Customer's eligibility and enrollment in the Program shall be in the sole discretion of Company.
7. Upon termination of this Branding Agreement, or in any event upon demand by Company, Customer shall immediately discontinue the posting, mounting, display or other use of Company Marks or Branded Materials. In addition, Customer, at its own expense, shall uninstall and return to Company all salvageable signage and shall promptly return to Seller (or destroy) any and all Branding Material or other items that display Company Marks and shall obliterate the appearance of Company Marks from any of Customer's real or personal property.
8. Company reserves the right at any time to change its product line and specifications, trade dress, trade names, and trademarks or to change or withdraw any services offered in connection with any products such as, but not limited to, credit card acceptance. In the event of such change, Company shall be relieved of all obligation to sell such discontinued products or to offer such discontinued products, trade dress, trade name, trademark or services to Seller and Customer; and, if Company shall market any other brand or product in lieu of the discontinued items, this Branding Agreement shall embrace such new brands or products. Neither Company nor Seller shall be liable to Customer by reason of any such changes.
9. This Branding Agreement shall have the same term as the FSA and shall terminate only when the FSA terminates, unless earlier terminated by Seller upon notice to Customer: (a) if Customer fails to comply with the requirements of this Branding Agreement; or (b) if a new Branding Agreement is substituted for this Branding Agreement pursuant to the terms of the FSA. The parties agree to execute and deliver a replacement branding agreement in substantially the same form (unless a new supplier requires a different form) if Seller determines to substitute aviation fuel of a different brand so long as such aviation fuel meets the requirements and standards set forth in Section 4 of the FSA.
10. Customer may not assign or transfer any right to use Company Marks or Branded Materials without Company's prior approval.
11. The term "Company" as used in this Branding Agreement refers to Phillips 66 Company as owner of the brands, marks, and other intellectual property which is the subject matter of this Branding Agreement. The term "Seller" as used in this Branding Agreement refers to World Fuel Services, Inc. or one of its Affiliates (as defined in the FSA) in its capacity as "Seller" under the FSA.
12. This Branding Agreement is hereby incorporated by reference in and made part of the FSA for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement which is made effective as of the date first above written.

**WORLD FUEL SERVICES, INC.**

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

Steve Drzymalla  
SVP, Business Aviation

**CITY OF DEKALB**

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

Bill Nicholas City Manager  
Printed Name and Title





## **FUEL SUPPLY AGREEMENT**

**THIS FUEL SUPPLY AGREEMENT** (this "Agreement") is made and entered into this 1st day of January, 2022 (the "Effective Date") by and between **CITY OF DEKALB** ("Customer"), an Illinois municipal corporation located at 164 E. Lincoln Hwy., DeKalb, IL 60115 and **WORLD FUEL SERVICES, INC.**, a Texas corporation on its behalf and on behalf of its Affiliates (collectively "Seller") located at 9800 N.W. 41<sup>st</sup> Street, Miami, FL 33178.

### **WITNESSETH:**

**WHEREAS**, Seller markets and distributes aviation fuels, and Customer is in the business of operating an aviation facility which uses aviation fuels; and

**WHEREAS**, the parties have agreed that Seller will sell aviation fuels to Customer and Customer will purchase aviation fuels from Seller in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants and undertakings set forth herein, Customer and Seller hereby agree:

1. **Bid Documents.** Seller's response to Customer's Request for Bid for Aviation Fuels for DeKalb Taylor Municipal Airport Opening Date and Time October 29, 2021 ("Seller's Bid Response") are adopted and incorporated herein by reference as if fully set forth as Section 1 of this Agreement. To the extent that there may be a conflict between this Agreement and Seller's Bid Response, the terms and conditions of this Agreement shall control and govern.

2. **Scope.** During the Term (as defined below), Seller agrees to sell and Customer agrees to purchase all of Customer's requirements at Customer fixed-based operation site at DeKalb Taylor Municipal Airport (KDKB), 3232 Pleasant Street, DeKalb, IL 60115 (the "FBO") for branded and unbranded aviation gasoline, jet fuel, and any other products sold hereunder exclusively from Seller and that it will not purchase any such fuels or products for the FBO from any other corporation, company, entity, or person. Customer represents and warrants that all products and services purchased hereunder will be for the purpose of conducting its business and that no aviation gasoline purchased hereunder shall be used or sold for non-aviation use. In addition, Seller offers a comprehensive Contract Fuel Program and in the event Customer engages in contract fuel sales, Customer agrees to use Seller's Contract Fuel Program exclusively. Customer covenants that all contract fuel sales will be through Seller's Contract Fuel Program and that it will not use any other supplier's contract fuel program. Customer covenants that all contract fuel sales will be through Seller's Contract Fuel Program and that it will not use any other supplier's contract fuel program. Customer acknowledges that Seller has provided Customer with information relating to the Contract Fuel Program.

3. **Duration and Renewal.** This Agreement shall be for an initial term of three (3) years (the "Initial Term"), unless terminated earlier as may be allowed by this Agreement. This Agreement shall renew for two (2) subsequent one (1) year periods (each, a "Subsequent Term", and with the Initial Term, the "Term"), unless terminated earlier. If at the end of the Initial Term, Customer has not purchased at least 375,000 gallons of combined aviation fuel from Seller (the "Required Minimum Gallons"), this Agreement shall automatically renew for one or more subsequent annual terms until Customer has purchased at least the Required Minimum Gallons, unless terminated earlier. If upon the expiration of the Initial Term or any annual renewal term, Customer has purchased the Required Minimum Gallons, then this Agreement shall automatically renew for subsequent annual periods ("Subsequent Terms", and with the Initial Term, the "Term") unless cancelled by either party providing written notice to the other party of its election to terminate at least ninety (90) days prior to the end of the Initial Term or the applicable Subsequent Term.

4. **Pricing.**

(a) Unless otherwise agreed in writing by the parties, the price per gallon for Avgas 100LL petroleum sold hereunder shall be as established by Exhibit A to Seller's Bid Response (the "Detailed Cost Sheet"). Prices are exclusive of all Taxes (as defined in Section 10) additives, freight charges, surcharges and fees. Notwithstanding any written agreement to the contrary, if Seller's cost of supplying fuel or services to Customer increases then, upon written notice to Customer, Seller may adjust its prices at affected delivery locations. Price changes will take effect as of the date of notification.

(b) Except as may otherwise be provided by the Detailed Cost Sheet, the price which Customer shall pay Seller for Jet A aviation fuel petroleum products purchased hereunder shall be governed by the previous week (Monday through Friday) average price per U.S. gallon as published in Platt's Oil Gram Gulf Coast Jet 54 Pipeline "mean" plus the price differential of \$0.32037 per gallon and includes freight charges. Prices are exclusive of all Taxes (as defined in Section 10), surcharges and fees. Notwithstanding any written agreement to the contrary, if Seller's cost of supplying fuel or services to Customer increases then, upon written notice to Customer, Seller may adjust its price at affected locations. Price changes will take effect as of the date of notification.

5. Product and Product Standard. Seller warrants to Customer that the products sold hereunder are Jet Turbine Fuel and 100LL Aviation Gasoline and that such products will comply with the following requirements, as applicable: Jet Turbine Fuel produced by a refinery in the United States or Canada shall meet ASTM D 1655, latest revision, and Jet A-1 Turbine Fuel produced by a refinery in Canada shall meet the requirements of CAN/CGSB-3.23, latest revision. 100LL aviation gasoline produced by a refinery in the United States or Canada shall meet ASTM D 910, latest revision. Seller warrants to Customer that it has title to the products delivered hereunder, and Seller warrants to Customer that it has the right to sell such products and that they are free from liens and adverse claims of every kind. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTIES OF ANY KIND TO CUSTOMER REGARDING THE PRODUCT SOLD HEREUNDER, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. Credit and Payment Terms. Payment by Customer shall be made by means of check, and the terms shall be net thirty (30) days subject to credit approval by Seller. Past due amounts shall accrue interest at a rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less. All amounts more than fifteen (15) days past due shall incur an additional five percent (5%) administrative fee. Any waiver by Seller of interest charges or administrative fees on a particular invoice shall not be construed as a waiver by Seller of its right to impose such charges on other or subsequent deliveries. Seller reserves the right to apply Customer's payments to any outstanding invoices or obligations of Customer, as determined by Seller in its sole discretion, without regard to the aging of any account. Customer shall be liable for all fees and costs, including without limitation reasonable attorney's fees, incurred by Seller in connection with any collection activities undertaken by Seller for the non-payment of any amounts due hereunder by Customer. Seller reserves the right to modify or cancel the credit terms provided to Customer at any time, in its sole discretion upon notice to Customer. If Seller selects not to extend or cancels any credit terms provided to Customer, prior to each delivery of aviation fuel, Customer shall: (a) make a prepayment to Seller; (b) cause to be issued a letter of credit in favor of Seller in a form, in an amount and from a bank that is acceptable to Seller from time to time in its sole discretion, or (c) give other security to Seller in a manner, of a type, in a form and in an amount that is acceptable to Seller. Seller reserves the right, in addition to all other rights and remedies available to it under the law, in equity or otherwise, to suspend further performance of Services, and demand payment of all outstanding balances, if Customer fails to make any payment as herein provided, or if Seller at any time deems itself insecure with regard to the creditworthiness or financial condition of Customer.

7. Force Majeure. Neither party shall be liable for its failure to satisfy its obligations hereunder as a result of any cause beyond its control, including acts of God, acts of federal, state or local government, compliance with requests, regulations or orders of any governmental authority, fire, storm, flood, earthquake, explosion, accidents, acts of the public enemy, terrorism, war, riot, strike, lockout, or unavailability of or delays in delivery of any product which is the subject of this Agreement. If any such *force majeure* interruption occurs with respect to Seller's supply, Seller may substitute another fuel of the same brand, a different brand, or no brand so long as such aviation fuel meets the standards set forth in Section 4 above, and/or the quantities of aviation fuel required to be supplied under this Agreement may be ratably reduced for the period during which such *force majeure* interruption may exist.

8. Title and Risk of Loss. Seller's liability relating to the aviation fuel sold hereunder shall cease and title and risk of loss shall pass to Customer when said product passes the flange between Seller's delivery line and Customer's connection or vehicle.

9. Inspection and Measurement. Customer's inspection and measurement shall be based on meters or on certified tank truck capacities according to terminal practice. All quantities shall be adjusted to 60 degrees F temperature (unless otherwise specified by State Regulations) in accordance with the latest revised applicable parts of ASTM Designation D: 1250, IP Designation: 200 Petroleum Tables. The term "gallon" shall mean a U.S. gallon of 231 cubic inches. The term "tank truck" shall mean a transport truck with a tank storage capacity of not less than 3,000 gallons.

10. Deliveries. Deliveries shall be made at such times within the usual business hours of Seller as may be required by Customer, provided that reasonable advance notice is given by Customer. Seller shall prepare and furnish the receiving party with copies of bills of lading and other shipping papers. Seller shall not be required to make deliveries into vehicles supplied by Customer unless they are clean and empty immediately prior to delivery and shall not be required to load or deliver quantities less than the full capacity of the vehicle, except as otherwise authorized by Seller from time to time. If deliveries are to be made into Customer's storage facilities, Customer shall provide storage facilities sufficient to enable it to receive such deliveries and shall provide Seller with unimpeded and adequate ingress and egress twenty-four hours per day. Customer shall reimburse Seller on demand for any demurrage or other charges incurred by Seller by reason of Customer's failure to unload any delivery vehicle or release the same within the time allowed therefor without demurrage or other charge even though such failure may have arisen from causes beyond the control of Customer. All deliveries of aviation fuels shall be in full bulk transport quantities unless

otherwise agreed by Seller. Seller's ability to offer products in the quantities and at the prices provided for under this Agreement is dependent upon the ratability of Customer's demand. As such, Seller reserves the right to implement measures to control the proportionality, consistency and ratability of Customer's demand.

11. Taxes. All prices are quoted in U.S. Dollars (unless otherwise specified) and exclude all duties, taxes, assessments, fees, and other charges, whether foreign or domestic, including, but not limited to, excise tax, VAT, GST, mineral oil tax, sales tax, use tax or any other tax, license fees, inspection fees, landing fees, airport fees, fees for the privilege of buying, selling or loading aviation fuel, or other charges imposed by any governmental authority or agency or regulatory body, or third party upon, or measured by the gross receipts from or volume sold of any commodity, or on the production, manufacture, transportation, sale, use, delivery or other handling of such commodity, or any component thereof, or on any feature or service related thereto or of any invoice, existing at the time of any sale hereunder (collectively "Taxes"), which shall be added to the applicable price. When permitted, Customer shall assume and be directly responsible to the proper governmental units for any Taxes. When the laws, regulations or ordinances impose upon Seller the obligation to collect or pay such amounts, Customer shall pay to Seller all such amounts for which Seller may be liable. If Customer is entitled to purchase products free of any Tax, Customer shall furnish Seller proper exemption certificates. Customer acknowledges that it remains solely responsible for all Taxes and shall indemnify Seller against any liability for such Taxes even if Seller fails to include any such Taxes in its invoices. Customer's obligations under this Section 10 shall extend to any Taxes which are assessable against Customer as a result of any subsequent change in, or in interpretation of, any laws relating to such Taxes.

12. Conduct of Customer's Business. In the performance of this Agreement, Customer is engaged as an independent contractor. Customer shall conduct all operations hereunder in compliance with all applicable laws, ordinances and regulations of all governmental authorities, including but not limited to those issued by the U.S. Department of Transportation and those relating to the production, manufacture, transportation, sale, use, delivery or other handling of products purchased hereunder. Customer shall diligently promote the sale of the petroleum products purchased under this Agreement and shall conduct the operation of Customer's business in such a manner as to promote goodwill toward Seller and its products. Customer agrees to assist in the administration of any promotional programs Seller or its suppliers may establish for its customers.

13. Insurance.

(a) Customer shall maintain at Customer's own expense during the Term: (i) Workers' Compensation and Employers Liability Insurance as prescribed by applicable law; (ii) Aviation General Liability (bodily injury and property damage) Insurance of not less than \$1,000,000 combined single limit per occurrence, but in the aggregate with respect to Products and Completed Operations Liability and any one offense/aggregate with respect to Personal Injury, and including but not limited to, personal injury, premises-operations, products and completed operations, and contractual Liability; (iii) Business Automobile Liability (bodily injury and property damage) Insurance of not less than \$1,000,000.00 combined single limit per occurrence, on all owned, non-owned and hired vehicles which are used by Customer; and (iv) any other insurance or surety bonding that may be required under the laws, ordinances and regulations of any governmental authority. Notwithstanding the foregoing to the contrary, Seller may be self-insured as may be allowed under applicable law.

(b) The insurance specified in subsection (a) of this Section 12 shall require the insurer to provide Seller with thirty (30) days' prior written notice of any cancellation or material change in the insurance and shall name Seller as additional insured. The insurance required under clause (i) of subsection (a) above shall contain a waiver of subrogation against Seller and an assignment of statutory lien, if applicable.

(c) The insurance required under subsection (a) above shall provide that it is primary coverage to insurance carried by Seller. The insurance required above shall be issued by insurance companies which are reasonably acceptable to Seller. The insurance companies shall have no recourse against Seller, or any other additional insured, for payment of any premiums or assessments under any policy issued by a mutual insurance company. Customer shall be responsible for all deductibles in all of Customer's insurance policies. Customer shall furnish Seller with certificates for all insurance coverage.

(d) Seller has the right to modify, delete, add to or otherwise change the insurance requirements set forth in sections (a) through (c) inclusive provided that Seller provides Customer with thirty (30) days' notice of such change.

(e) Seller shall comply with the Insurance Requirements set forth as Exhibit E to Seller's Bid Documents.

14. Indemnification. Each party shall indemnify, defend and hold the other party and its directors, officers, employees and agents harmless from and against any and all expenses (including attorneys' fees) liabilities and claims of whatsoever kind and nature, including but not limited to, those for damage to property (including property of the parties) or for injury to or death of any person (including a party), directly or indirectly, arising or alleged to arise out of or in any way connected with the willful misconduct, negligent acts or omissions, violation of law, or breach of this Agreement by the indemnifying party. The foregoing indemnity shall not apply to the extent such expense, liability or claims result from the negligent acts or omissions or willful misconduct of the party seeking indemnification.

15. Quality Control. Customer shall maintain the quality of Seller's aviation products and shall comply with any quality control procedures prescribed by Seller's supplier. In no event shall Customer permit automotive engine fuels or kerosene to be sold as Seller aviation fuels or dispensed through equipment bearing Seller's or its suppliers' insignia. Customer shall

immediately report to Seller any accident or incident involving a fueled aircraft. Any claim made by Customer for deficiency in product quality or quantity shall be waived unless made in writing within forty-eight (48) hours after delivery.

16. Confidential Information. To the extent allowed by applicable law including, but not limited to, the Illinois Freedom of Information Act (5 ILCS 140/1, et seq.), Customer shall hold in confidence all manuals, guides, forms, instructions, software programs and other proprietary materials provided by Seller for Customer's use in promoting and selling Seller products, and all technical information, trade secrets and other confidential business information that is disclosed to Customer by Seller (collectively "Confidential Information"). Customer shall not use Confidential Information for any purpose other than developing business for Seller's products and services and to the extent allowed by applicable law, Customer shall not disclose Confidential Information to anyone other than Customer's employees or agents who have a need-to-know Confidential Information. Customer's obligations under this Section 15 shall survive termination of this Agreement. The recipient's obligations with respect to confidentiality and disclosure set forth herein shall not apply to Confidential Information that (i) is already in the recipient's, its subsidiaries' or affiliates' possession, provided that such information is not subject to another confidentiality agreement with disclosing party; (ii) is or becomes generally available to the public other than as a result of a wrongful disclosure by recipient or its representatives; (iii) becomes available to recipient, its subsidiaries or affiliates on a non-confidential basis from a source other than disclosing party, provided that such source is not bound by a confidentiality agreement with or other obligation of secrecy to Disclosing Party; (iv) is subsequently independently developed by employees or agents of recipient, its subsidiaries or affiliates without any use of disclosing party's Confidential Information; or (v) is required to be disclosed under applicable law including, but not limited to, the Illinois Freedom of Information Act.

17. Termination.

(a) Seller may, in addition and without prejudice to any of its other rights or remedies hereunder, terminate this Agreement upon giving Customer thirty (30) days' prior written notice (or such other period as is specified herein) if any one or more of the following occurs and Customer fails to cure such breach within the applicable notice period: (i) Customer breaches or defaults on any covenant, condition or other provision of this Agreement, the branding agreement, note, security agreement, lease, or any other agreement of the parties; (ii) Customer fails to pay to Seller in a timely manner when due all sums to which Seller is legally entitled (whether or not such sums are owed under this Agreement); (iii) willful adulteration, commingling, mislabeling or misbranding of aviation fuels or other violations by Customer of trademarks utilized by Seller occur or unlawful, fraudulent or deceptive acts or practices or criminal misconduct by Customer relevant to Customer's performance of this Agreement occur; or (iv) Customer becomes insolvent, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, is adjudicated bankrupt, permits a receiver to be appointed, or permits or suffers a material disposition of its assets. With respect to a breach of subsection 17(a)(ii), in addition to all other rights hereunder, Seller may immediately suspend performance hereunder or terminate this Agreement without giving Customer notice or opportunity to cure.

(b) If Seller continues to accept orders from Customer following the expiration of the Term, such sales shall be upon all of the terms and conditions hereof except that the relationship of the parties may be terminated at will.

(c) In the event this Agreement is terminated, all other agreements and instruments between the parties shall also terminate, and all amounts owing under any note or other document shall become due and payable. In addition, upon termination of this Agreement, any and all indemnity obligations, parties' rights upon breach, all collateral and security interests in favor of Seller, obligations arising upon termination (such as discontinuing the use of the trademarks and tradenames of Seller's supplier), confidentiality provisions, and any other terms of this Agreement which by their nature should survive termination shall all survive.

(d) No termination of this Agreement, even if on account of Seller's default, shall excuse Customer from paying any unpaid amounts owing for aviation fuel previously delivered hereunder, or from paying other outstanding amounts due Seller under this Agreement. The remedies provided in this Agreement are cumulative and not exclusive of any other remedies provided by law. HOWEVER, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES.

(e) Notwithstanding anything foregoing to the contrary, Customer may terminate this Agreement upon giving Customer thirty (30) days' prior written notice, in the sole exercise of Customer's discretion, with or without cause; provided, however, that if Customer terminates this Agreement upon giving said 30 days' prior written notice without having purchased the Required Minimum Gallons, then Customer shall reimburse Seller the full amount of the Allowances that were actually provided by Seller under Section 18 of this Agreement.

18. Allowances. For so long as Customer is not in breach of this Agreement:

(a) Oshkosh Annual Allowance. Seller shall provide \$500.00 annually during the Term to be used towards marketing costs for Oshkosh AirVenture.

(b) Self-Serve Upgrade Allowance. Seller shall provide \$13,000.00 during the Term to be used towards upgrades to the QT self-serve card unit.

19. Miscellaneous.

(a) Notices. All notices to be given hereunder by either party shall be in writing and sent by first class United States mail to the other, delivered to the address first listed above or at such other address or facsimile number as either party may designate to the other by written notice in the manner provided pursuant to this Section 19(a).

(b) Entire Agreement. This Agreement, the branding agreement, all security agreements, notes, leases, and all other related documents of the parties constitute the entire agreement between the parties. The parties agree to execute and deliver a replacement branding agreement in substantially the same form (unless a new supplier requires a different form) if Seller determines to substitute aviation fuel of a different brand so long as such aviation fuel meets the requirements and standards set forth in Section 4. No other promises, agreements or warranties additional to this Agreement, the branding agreement, or other documents listed above shall be deemed a part hereof, nor shall any alteration or amendment of this Agreement or the branding agreement be effective without the express written agreement of both parties.

(c) No Conflict. Each of Customer and Seller represents and warrants to the other that neither the execution and delivery of this Agreement by it, nor the consummation of the transactions contemplated hereby, will: (a) violate or conflict with, or result in a breach of any provision of, or constitute a default under any existing agreement or other instrument or obligation to which it is a party (b) violate applicable law; or (c) require any action, or consent or approval of, or review by, any other party, except as shall have been duly obtained and effective as of the date of this Agreement.

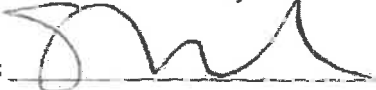
(d) Assignment; Waiver. This Agreement may not be assigned by either Party, either voluntarily, involuntarily, or by operation of law, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Fuel and/or services may be provided by an Affiliate of Seller. As used herein, an "Affiliate of Seller" is any corporation, partnership, joint venture or other entity in which World Fuel Services Corporation, a Florida corporation, owns, directly or indirectly, an equity interest of fifty percent (50%) or more. In any transaction hereunder, the Affiliate issuing the invoice to Customer shall be deemed the Seller of the fuel and/or services. The waiver by either party of the breach of any provision hereof shall not constitute a waiver of any subsequent or continuing breach of such provision or provisions.

(e) Governing Law, Disputes. This Agreement shall be construed in accordance with the laws of the State of Illinois without regard to conflict of laws provisions. Venue and jurisdiction for any action arising out of or related to this Agreement shall be in DeKalb County Circuit Court, DeKalb County, Illinois or the United States District Court, Northern District of Illinois. Customer and Seller hereby waive any and all right to trial by jury in any action or proceeding relating to this Agreement or any documents relating to this Agreement, or any transaction arising herefrom or connected hereto. Customer and Seller each represents to the other that this waiver is knowingly, willingly and voluntarily given.

(f) Attorneys' Fees. In the event of any lawsuit between Seller and Customer arising out of or relating to the transactions or relationship contemplated by this Agreement, the prevailing party shall be entitled to recover its reasonable costs including its reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties have executed this Agreement which is made effective as of the date first above written.

WORLD FUEL SERVICES, INC.

By: 

Steve Drzymalla  
SVP, Business Aviation

CITY OF DEKALB

By: 

Bill Nicklas City Manager  
Printed Name and Title