



August 30, 2018

County of Kane, IL  
Attn: Tim Keovongsak, Buyer III  
Purchasing Department, Building A, Room #210  
719 S Batavia Avenue  
Geneva, IL 60134

Dear Mr. Keovongsak:

Mansfield Oil Company of Gainesville, Inc. appreciates the opportunity to participate in your current ITB 40-018 Gasoline to furnish and deliver fuel for Kane County, Illinois.

The prices quoted are plus or minus the OPIS Gross End of Day Low for the Chicago Market.

Pricing is based on every two week payment terms as indicated in the bid documents. Normal delivery after receipt of order is within 24 hours.

Should you have any questions, feel free to call Will Taylor at 1-800-255-6699, Ext. 3209 or email [ctaylor@mansfieldoil.com](mailto:ctaylor@mansfieldoil.com).

Again, thank you for the opportunity to respond to your invitation to bid.

Best Regards,

A handwritten signature in black ink, appearing to read 'Josh Epperson', written over a light blue horizontal line.

Josh Epperson  
Director of Government Services



## INFORMATION ABOUT MANSFIELD OIL COMPANY

Mansfield Oil is a national fuel supply, distribution and logistics company focused on improving efficiencies in the downstream petroleum supply chain. We help our customers optimize and control fuel-related costs with local service, nationwide. We offer secure and reliable fuel supply from over 900 supply points in 50 states and Canada. Our service offering includes most varieties of fuel (diesel/gas/biofuel/ethanol/CNG), credit card/fleet card transaction processing, DEF supply and logistics, fuel and DEF systems design, environmental compliance, ERP integration, tax exempt transaction processing, and fuel systems (tank) monitoring. Mansfield's corporate headquarters is located in Gainesville, GA, **for 60 years**, with seven (7) regional service centers located in Loma Linda, CA, Chicago, IL, Denver, CO, St. Paul/Minneapolis, MN, Houston, TX and Calgary, AB and 4 alternative fuel centers in Bloomington, MN, Sioux Center, IA, Charlottesville, VA and Ontario, CA .

We develop our own information technology systems and utilize third party integration tools to facilitate the unimpeded flow of information between our suppliers, carriers, ourselves and our customers. Mansfield's unique and industry leading electronic interface continues to make our customers daily operations more manageable and measurable, key components of successful operations.

Mansfield Oil maintains market strength through optimization of volume, financial strength, and successful relationships with our customers. Currently Mansfield Oil is 41st ranked in the Top 50 Forbes List of Privately Held Companies, was a multiple finalist in the 2010, 2011 and 2012 Platts Global Energy Awards, and is rated 5A2 with Dun and Bradstreet indicating significant financial strength and credit worthiness. Mansfield has achieved double digit growth for the past three decades with revenues of over \$4.1 billion in 2016.

Some of Mansfield's current government customers include:

- **Federal** - AAFES, NAVY, DESC/DLA, AMTRAK
- **States/DOT** - Georgia, New York, North Carolina, Pennsylvania, West Virginia
- **County** - Hillsborough, FL, Henrico County Coop, VA (3 counties), Dallas, TX, Salt Lake, UT
- **City** - Philadelphia, PA, Jacksonville, FL, Chesapeake, VA, Cleveland, OH
- **Transit Agencies** - KCATA (Kansas City, MO), CTA (Chicago, IL), Denver RTD, WMATA (Washington, D.C.)

Some of Mansfield's commercial customers include:

- National, regional and local truck load and less than truck load carriers
- Distribution centers for various retailers and wholesalers
- Most major package delivery companies
- Aggregate companies

**County of Kane**  
**PURCHASING DEPARTMENT**  
**KANE COUNTY GOVERNMENT CENTER**

Theresa Dobersztyn, C.P.M., CPPB  
Director of Purchasing



719 S. Batavia Avenue, Bldg. A  
Geneva, Illinois 60134  
Telephone: (630) 232-5929  
Fax: (630) 208-5107

**INVITATION TO BID**

**BID NUMBER:** **40-018 Gasoline**

**DATE:** **August 17, 2018**

The County of Kane is accepting competitive sealed bids from qualified and authorized Vendors for the purchase and bulk delivery of No-Lead Gasoline and Diesel Fuel. Delivery locations to include the Kane County Sheriff's Office, Kane County Division of Transportation (KDOT), Kane County Forest Preserve District, and the City of Aurora, and ANY GOVERNMENTAL UNIT (taxing body) within Kane County who should chose to be a part of this program wherever their locations.

**GENERAL REQUIREMENTS:** Submit one (1) original bid response, four (4) paper copies and one (1) electronic copy on CD/Flash Drive in PDF format.

- Signed Offer to Contract Form
- Contractor Disclosure Statement  
(Section 31 of Terms and Conditions – see attached sample)
- Certificate of Insurance (See attached sample)
- References

**SUBMISSION LOCATION:** County of Kane  
Purchasing Department, Bldg., A., Rm#210, 212, or 214.  
719 S. Batavia Avenue  
Geneva, Illinois 60134

**SUBMISSION TIME & DATE:** ***3 p.m., CST on Wednesday, September 5, 2018***  
Bids received after the submittal time will be rejected and returned unopened to the sender.

**CONTACT PERSON:** Tim Keovongsak, CPPB  
Buyer III  
Telephone: (630) 232-5929

ALL QUESTIONS PERTAINING TO THIS BID AND/OR THE SCOPE OF SERVICES SHOULD BE DIRECTED TO THE PURCHASING OFFICE AS LISTED ON THE COVER SHEET, NO LATER THAN AUGUST 30, 2018, FAX AND E-MAIL ACCEPTED. FAX questions to (630) 208-5107 or E-mail [PURCHASING@CO.KANE.IL.US](mailto:PURCHASING@CO.KANE.IL.US)

**KANE COUNTY  
OFFER TO CONTRACT FORM  
For  
40-018 GASOLINE**

**Bid Due Date & Time: 3 p.m., CST on Wednesday, September 5, 2018**

To: County of Kane (Purchasing Department)  
Kane County Government Center, Building (A) Room 210, 212, or 214  
719 S. Batavia Ave.  
Geneva, IL 60134

The following offer is hereby made to the County of Kane, Illinois, hereafter called the Owner.

Submitted By: Mansfield Oil Company of Gainesville, Inc.

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.
  - A. *The Vendor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.*
    1. *the Vendor has examined the Contractor Disclosure (Section 31) of the Instruction to Bidders, and has included or provided a certified document listing all cumulative campaign contributions made within the past twelve months, to any current or county-wide elected officer, and ownership interest in entity greater than five percent.*
  - B. For purposes of this offer, the terms Offerer, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
  - A. All bid documents have been examined: Instructions to Bidder, Statement of Work, and the following addenda:  
No. 1, No. 2, No. \_\_\_\_\_, No. \_\_\_\_\_, (Contractor to acknowledge addenda here).
  - B. The site(s) and locality have been examined where the Service is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations, as Contractor deems necessary.
  - C. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner.
  - D. Quantity listed is for evaluation purpose and not a guarantee purchase amount. Purchase will based on an as-needed basis and per specified locations.

**MANSFIELD OIL CO.**  
**1025 AIRPORT PKWY**  
**GAINESVILLE, GA. 30501**

Sealed Bid 40-018 Gasoline  
Offer to Contract Form Page 2

**III. BASE BID**

For cost comparison and bid evaluation purpose, all pricing shall be based on the OPIS WHOLESALE for daily LOW RACK refinery price listing dated **Friday, August 31, 2018**. A copy of the refinery price list used for this bid shall be included in your bid submittal. The current OPIS published price list report shall be attached to invoice per each billing cycle throughout this one (1) year Contract, commencing December 1, 2018, through November 30, 2019 or upon execution by the Kane County Board. Purchase and bulk delivery of gasoline and diesel fuel is on an as-needed basis.

**A. FUEL TANKS:**

1. **Regular Gasoline**, underground tank, delivered f.o.b. to the Sheriff's Office, Division of Transportation and City of Aurora, is:

OPIS Low Rack Cost	\$ 2.0218	Est. Quantity (Gallon)	<b>GRAND TOTAL COST</b>
+ Markup	\$ 0.0283		
<b>Total Cost per Gallon</b>	<b>\$ 2.0501</b>	<b>X 410,000</b>	<b>\$ 840,541.00</b>

2. **Regular Gasoline**, *aboveground tank*, wagon delivered f.o.b. to the Kane County Forest Preserve District, is:

OPIS Low Rack Cost	\$ 2.0218	Est. Quantity (Gallon)	<b>GRAND TOTAL COST</b>
+ Markup	\$ 0.2646		
<b>Total Cost per Gallon</b>	<b>\$ 2.2864</b>	<b>X 57,886</b>	<b>\$ 132,350.55</b>

3. **Bio Diesel Fuel #2 (B5)**, underground tank, delivered f.o.b. to the Division of Transportation and City of Aurora, is:

OPIS Low Rack Cost	\$ 2.2392	Est. Quantity (Gallon)	<b>GRAND TOTAL COST</b>
+ Markup	\$ 0.0058		
<b>Total Cost per Gallon</b>	<b>\$ 2.2450</b>	<b>X 88,000</b>	<b>\$ 197,560.00</b>

4. **Bio Diesel Fuel #2 (B5)**, *aboveground tank*, wagon delivered f.o.b. to the Kane County Forest Preserve District is:

OPIS Low Rack Cost	\$ 2.2392	Est. Quantity (Gallon) – May to September	<b>GRAND TOTAL COST</b>
+ Markup	\$ 0.2486		
<b>Total Cost per Gallon</b>	<b>\$ 2.4878</b>	<b>X 11,114</b>	<b>\$ 27,649.41</b>

**MANSFIELD OIL CO.**  
**1025 AIRPORT PKWY**  
**GAINESVILLE, GA. 30501**

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5. **Bio Diesel Fuel #2 (B5) Fuel Pre-Blend Winter (50% #1 and 50% #2)**, underground tank, delivered f.o.b. to the Division of Transportation is:

OPIS Low Rack Cost	\$ 2.3188	Est. Quantity (Gallon)	<b>GRAND TOTAL COST</b>
+ Markup	\$ - 0.0070		
Total Cost per Gallon	\$ 2.3118	<b>X 50,000</b>	<b>\$ 115,590.00</b>

6. **Pre-Blend Winter Diesel (80% #2 and 20% #1)**, underground tank, delivered f.o.b. to the City of Aurora is:

OPIS Low Rack Cost	\$ 2.2710	Est. Quantity (Gallon)	<b>Grand Total Cost</b>
+ Markup	\$ 0.0094		
Total Cost per Gallon	\$ 2.2804	<b>X 37,000</b>	<b>\$ 84,374.80</b>

*(December thru February)*

**B. GENERATORS:**

Tank wagon delivery to generators at multiple locations as stated in bid specification is a priority in an emergency situation or upon request by the County or other Intergovernmental Agencies.

1. **Non-Road Dyed Diesel Fuel #2 (B5)**, delivered f.o.b. to multiple locations for Kane County generators, is:

OPIS Low Rack Cost	\$ 2.2442	Est. Quantity (Gallon)	<b>GRAND TOTAL COST</b>
+ Markup	\$ 0.2486		
Total Cost per Gallon	\$ 2.4928	<b>X 1,075.00</b>	<b>\$ 2,679.76</b>

2. **Non-Road Dyed Diesel Fuel #2 (B5) Fuel Pre-Blend Winter (50% #1 and 50% #2)**, delivered f.o.b. to multiple locations for Kane County generators, is:

OPIS Low Rack Cost	\$ 2.3213	Est. Quantity (Gallon)	<b>GRAND TOTAL COST</b>
+ Markup	\$ 0.3480		
Total Cost per Gallon	\$ 2.6693	<b>X 1,075.00</b>	<b>\$ 2,869.44</b>

**MANSFIELD OIL CO.**  
**1025 AIRPORT PKWY**  
**GAINESVILLE, GA. 30501**

Sealed Bid 40-018 Gasoline  
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3. **Non-Road Dyed Diesel Fuel #2 (B5)** delivered f.o.b. to multiple City of Aurora generator locations, is:

OPIS Low Rack Cost	\$ 2.2442	Est. Quantity (Gallon)	<b>GRAND TOTAL COST</b>
+ Markup	\$ 0.2486		
Total Cost per Gallon	\$ 2.4928	<b>X 40,000.00</b>	<b>\$ 99,712.00</b>

4. **Gasoline** delivered f.o.b. to multiple City of Aurora generator locations and airport, is:

OPIS Low Rack Cost	\$ 2.0218	Est. Quantity (Gallon)	<b>Grand Total Cost</b>
+ Markup	\$ 0.2646		
Total Cost per Gallon	\$ 2.2864	<b>X 17,000.00</b>	<b>\$ 38,868.80</b>

IV. **OPTION #1 - INTERGOVERNMENTAL UNITS**

- A. **Regular Gasoline**, delivered f.o.b. to any Government Unit within Kane County, is:

200 - 5000 Gallons (Wagon Delivery)		7,000-10,000 Gallons (Tanker Delivery)	
OPIS Low Rack Cost	\$ <u>2.0218</u>	OPIS Low Rack Cost	\$ <u>2.0218</u>
+ Markup	\$ <u>0.2846</u>	+ Markup	\$ <u>0.0683</u>
Total per gallon	\$ <u>2.3064</u>	Total per gallon	\$ <u>2.0901</u>

- B. **Bio Diesel Fuel #2 (B5)**, delivered f.o.b. to any Government Unit within Kane County, is:

200 - 5,000 Gallons (Wagon Delivery)		7,000-10,000 Gallons (Tanker Delivery)	
OPIS Low Rack Cost	\$ <u>2.2392</u>	OPIS Low Rack Cost	\$ <u>2.2392</u>
+ Markup	\$ <u>0.2686</u>	+ Markup	\$ <u>0.0430</u>
Total per gallon	\$ <u>2.5078</u>	Total per gallon	\$ <u>2.2822</u>

- C. **Bio Diesel (B5) Fuel Pre-Blend Winter (50% #1 and 50% #2)**, delivered f.o.b. to any Government Unit within Kane County, is:

200 - 5,000 Gallons (Wagon Delivery)		7,000-10,000 Gallons (Tanker Delivery)	
OPIS Low Rack Cost	\$ <u>2.3188</u>	OPIS Low Rack Cost	\$ <u>2.3188</u>
+/- Markup	\$ <u>0.3680</u>	+/- Markup	\$ <u>0.0285</u>
Total per gallon	\$ <u>2.6868</u>	Total per gallon	\$ <u>2.3473</u>

**MANSFIELD OIL CO.**  
**1025 AIRPORT PKWY**  
**GAINESVILLE, GA. 30501**

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**V. List applicable taxes Kane County or other entities would add:**

	Tax	Gas	Diesel	
1.	Illinois Environmental Fee	\$ 0.0080/gal	\$ 0.0080/gal	
2.	Underground Storage Tax	\$ 0.0030/gal	\$ 0.0030/gal	
3.	Illinois Motor Fuel Tax	\$ 0.1900/gal	Clear: \$ 0.215/gal	Dyed: \$ 0.00/gal
4.	Leaking Underground Storage Tax	\$ 0.001/gal	\$ 0.001/gal	
5.	Federal Environmental Recovery Fee	\$ 0.0019/gal	\$ 0.0020/gal	

**ADDITIONAL COMMENTS:**

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**VI. Intergovernmental Pricing:**

This OPTIONAL PARTICIPATION PROGRAM would be for the use of ANY TAXING BODY in Kane County who should chose to be a part of this program wherever their location. All pricing and catalog discount will be extended to other Government entities that wish to participate.

Will you offer the same pricing to other Kane County municipalities?

YES \*\*\* NO (Circle One) \*\*\*Upon mutual agreement

**NOTE:** The County of Kane will not be involved in the purchasing of gasoline and diesel fuels specified within this bid document by any other intergovernmental unit (taxing body) that participates. The execution of a purchase contract, invoicing and payments would be entirely between the other intergovernmental units and the accepted Vendor. If the County of Kane accepts this bid, the procedure to handle joint purchases would be developed by the County of Kane and the awarded Vendor and then distributed to the other intergovernmental units by the Kane County Purchasing Department.

Signature  Typed Signature Josh Epperson

Company Mansfield Oil Company of Gainesville, Inc.

Address 1025 Airport Parkway SW, Gainesville, GA 30501-6813

Phone# 800-255-6699 Fax # 678-450-2242

Federal I.D./Social Security# 58-1091383 Date 8/30/2018

**JOINT PURCHASING AGREEMENT**

Illinois revised statues, 1989, CH. 85, PAR. 1601 ET SEQ. (The joint purchases by governmental units act), authorizes certain local government units and non-for-profit workshops for the severely handicapped (as defined in Illinois Revised Statues, 1989, CH. 127, PAR. 132.7-01, meeting the requirements of CH. 85, PAR. 1602.2) to purchase personal property and supplies jointly. (30 ILCS 525/0.01) (from CH. 85, PAR. 1600) The Governmental Joint Purchasing Act. (Source: P.A. 86-1324.) (30 ILCS 525/1) (from CH. 85, PAR. 1601) Sec. 1. For the purposes of this Act, "government unit" means State of Illinois, any public authority which has the power to tax, or any other public entity created by statute. (Source: P.A. 86-769).

(30 ILCS 525/2) (from CH.85, PAR. 1602( Sec. 2. (a) Any governmental unit may purchase personal property, supplies and services jointly with one or more other governmental units. All such joint purchases shall be competitive bids a provided in Section 4 of this Act. (Source: P.A. 87-960). Any authorized local unit of government or qualified workshop that may participate in this contract shall be responsible for issuing purchase orders direct to vendor, processing invoice vouchers and making payments due the vendor. Cash on delivery terms without the consent of the local governmental unit is prohibited. By submitting a bid, the awarded vendor agrees to extend all terms and conditions, specified and the quoted prices or discounts for the item(s) listed in this contract to all authorized local governmental units and qualified workshops.





OPIS End of Day | Gross

CHICAGO, IL

Prices for: 8/29/2018

Product	Average	Low	High
CHICAGO, IL			
GAS			
87RFG W/10%ETH	2.0761	2.0218	2.2145
AV GAS	3.3698	3.3698	3.3698
MID RFG W/10%ET	2.2756	2.1981	2.4094
NLD W/85% ETH	1.3479	1.3184	1.3773
PRM93 RFG 10%ET	2.6597	2.5249	2.7825
DIESEL			
PRM ULSD CLR	2.2988	2.2921	2.3054
ULS KERO CLR	2.6090	2.3983	2.8364
ULS KERO DYED	2.4033	2.4033	2.4033
ULSD CLEAR	2.2747	2.2406	2.2913
ULSD DYED	2.2743	2.2456	2.2944
ULSD PRM DYED	2.3028	2.2961	2.3094
ULSD WINTER	2.2953	2.2784	2.3121
ULSD WINTR DYED	2.3171	2.3171	2.3171
ULSD#1 CLR	2.7374	2.3983	2.9321
ULSD#1 DYED	2.7450	2.4033	2.9371



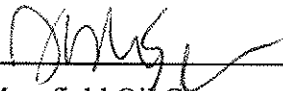
OPIS End of Day BIO | Gross

CHICAGO, IL

Prices for: 8/29/2018

Product	Average	Low	High
CHICAGO, IL			
DIESEL			
PRM ULSD 20%BIO	2.2921	2.2921	2.2921
PRM ULSD 5%BIO	2.2921	2.2921	2.2921
PRM ULSD B20%DY	2.2961	2.2961	2.2961
ULSD 10% BIO DY	2.3026	2.2885	2.3167
ULSD 11% BIO	2.2821	2.2332	2.3320
ULSD 11% BIO DY	2.2869	2.2382	2.3370
ULSD 15% BIO	2.2854	2.2489	2.3177
ULSD 15% BIO DY	2.2904	2.2539	2.3227
ULSD 2% BIO	2.2645	2.2406	2.2904
ULSD 2% BIO DYE	2.2695	2.2456	2.2955
ULSD 20% BIO	2.2786	2.2438	2.3253
ULSD 20% BIO DY	2.2833	2.2488	2.3303
ULSD 5% BIO	2.2843	2.2392	2.3320
ULSD 5% BIO DYE	2.2879	2.2442	2.3370
ULSD B11% WN DY	2.3171	2.3171	2.3171
ULSD BIO 99.9%	2.4500	2.4500	2.4500
WN ULSD B11 CL	2.3300	2.3121	2.3478

By signing this Bid, the Offeror hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Bid will be based upon the funding available to Kane County, which may award all or part of this project. The terms of the Bid and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the Bid and the response, the terms of the Bid and the response shall govern. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. This is a one (1) year contract with option to extend for two (2) additional one-year renewal period, if mutually agreed upon by both parties. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE SHALL SIGN THIS SECTION.**

Signature  Typed Signature Josh Epperson  
Company Mansfield Oil Company of Gainesville, Inc.  
Address/City/State 1025 Airport Parkway SW, Gainesville, GA 30501-6813  
Phone # 800-255-6699 Fax # 678-450-2242  
Federal I.D./Social Security # 58-1091383 Date 8/30/2018

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### ACCEPTANCE

The Offer is hereby accepted for **GASOLINE & DIESEL FUEL**

The Vendor is bound to provide the services and materials listed by the attached contract and based upon the Invitation to Bid, including all terms, conditions, specifications, amendments, and the vendor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number **40-018**. The Vendor has been cautioned not to commence any billable work or to provide any supplies or services until said vendor receives a purchase order and or notice to proceed.

\_\_\_\_\_  
Christopher J. Lauzen  
Chairman, County Board  
Kane County, Illinois

\_\_\_\_\_  
Date

**REFERENCES**

**GASOLINE  
For  
KANE COUNTY BOARD, Geneva, Illinois**

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List below businesses or other organizations for which you have provided comparable services within the last three years:

Offeror's Name: Mansfield Oil Company of Gainesville, Inc.

1. Organization: Chicago Transit Authority  
Address: 567 West Lake Street  
City, State, Zip Code: Chicago, IL 60661  
Telephone Number: 312-664-7200  
Contact Person: Richard Kurek  
Date of Project: 10/2013 - Present
  
2. Organization: Rockford Board of Education, IL  
Address: 501 7th Street, 6th Floor  
City, State, Zip Code: Rockford, IL 61104  
Telephone Number: 815-966-3096  
Contact Person: Vernon Hilton  
Date of Project: 07/2013 - 07/2016
  
3. Organization: Pace Suburban Bus, IL  
Address: 550 W Algonquin Road  
City, State, Zip Code: Arlington Heights, IL 60005  
Telephone Number: 847-228-2311  
Contact Person: Gary Sapp  
Date of Project: 01/2013-04/2017
  
4. Organization: Village of Schaumburg, IL  
Address: 101 Schaumburg Court  
City, State, Zip Code: Schaumburg, IL 60193  
Telephone Number: 847-895-4500  
Contact Person: Jan Williams  
Date of Project: 05/01/2012-04/30/2017

**INSTRUCTIONS TO BIDDERS  
COUNTY OF KANE  
COMPETITIVE SELECTION PROCEDURE - BID  
TERMS AND CONDITIONS**

1. **AUTHORITY.** This Invitation for Bid is issued pursuant to applicable provisions of the Kane County Purchasing Ordinance.
2. **BID OPENING.** Sealed bids will be received at the Kane County Purchasing Department until the date and time specified at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or typewritten with all erasures, strikeovers and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.
4. **BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the County of Kane Purchasing Department. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.
5. **ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.
6. **RESERVED RIGHTS.** The County of Kane reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or accept an alternate bid. The County reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the County, the County has one hundred twenty (120) days to accept. The County may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.

The County of Kane reserves the right to compare pricing submitted to any and all known national joint purchasing cooperatives in order to obtain the lowest pricing available in the current market place for this contract award. The list of joint purchasing cooperatives is not all inclusive and may include other joint purchasing cooperatives Kane County is not currently aware of at the present time. Kane County reserves the right to award a contract to the lowest responsive, responsible vendor for said product or service after reviewing all joint purchasing cooperative pricing available for Kane County to participate in their program.

GSA Schedule 13 (General Services Administration)  
State of Illinois Central Management Services (CMS)  
U. S. Communities  
National IPA  
National Joint Power Alliance (NJPA)

7. **INCURRED COSTS.** The County will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.
8. **AWARD.** It is the intent of the County to award a contract to the lowest responsive responsible bidder meeting specifications. The County reserves the right to determine the lowest responsive responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.
9. **PAYMENT.** The County of Kane requests all payments being made to vendors be done as direct deposits through an Automated Clearing House (ACH). All vendors being awarded a contract shall complete an authorization agreement form prior to award. The ACH form and information on this program can be located on the County's Web site under Vendor Information on the Finance Department page.
10. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
11. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
12. **TAXES.** Kane County is not subject to Federal Excise Tax. Per certification provided by the State of Illinois Department of Revenue, Kane County is exempt from state and local taxes.
13. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number referenced.
14. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.
15. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County of any ambiguity, inconsistency or error, which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.
16. **VARIANCES.** State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions.

17. **INDEMNIFICATION.** The Seller shall defend, indemnify and hold harmless the County and the Sheriff and their respective officers, elected officials, agents, servants and employees, from and against all injuries, losses, claims, suits, costs and expenses, including without limitation attorney's fees and litigation expenses, which may accrue against the County or Sheriff as a consequence of granting the Contract.

Contractor and/or Servicer's and/or Seller (as case may be), agrees to save, hold harmless, defend and indemnify the County of Kane and its Officers, elected officials, Agents, servants and Employees, from any and all liability or loss incurred by the County of Kane resulting from Contractor's and/or Servicer's and/or Seller's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Contractor's and/or Servicer's and /or Seller's performance of this contract and Contractor's and/or Seller's violation of any of the terms and conditions of this Agreement, and from the Contractor's and/or Servicer's and/or Seller's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Contractor's and/or Servicer's and/or Seller's performance thereunder. Counsel provided for representation of the County or their respective officers, employees and agents will be chosen by the Kane County State's Attorney's Office, subject to the approval of the Contractor and/or Servicer's and/or Seller. The County may elect to defend against or to join as co-counsel in any claim or lawsuit in which the County or any agent, employee or officer is involved without waiving the defense, indemnification and hold harmless provision set forth herein.

18. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred.
19. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the County's destination. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.
20. **WARRANTY.** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The County may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.

Contractor and/or Seller (as case may be) expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the County, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Contractor and/or Seller (as case may be) agrees that these warranties shall run to Kane County, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

21. **REGULATORY COMPLIANCE.** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
22. **EQUAL EMPLOYMENT OPPORTUNITY.** The equal employment opportunity clause required by the Illinois Human Rights Act is hereby incorporated by reference in all contract made by the County of and in all bid specifications therefore furnished by the County to all Vendors, contractors and subcontractors.

The County of Kane, State of Illinois, represents that it and the employing agencies responsible to it, conform to the following:

We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, pregnancy, or any other legally protected status. We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment. We will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, military status, sexual orientation, pregnancy or unfavorable discharge from military service. (Ordinance No. Res. No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; Res. No. 05-303, 9-23-05). State law references—Illinois Human Rights Act, 775ILCS 5/1-101 et seq.

23. **PREVAILING WAGE RATES (If Applicable)**

**WHEREAS**, it is the policy of the State of Illinois as declared in "An ACT regulating wages of laborers, mechanics and other workman employed in any public works by the State, County, City or any political subdivision or by any work under construction for public works" approved June 26, 1941, that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in a locality in which work is performed, shall be paid to all laborers, workmen and mechanics employed by and on behalf of any and all public body engaged in public works, exclusive of maintenance work. Responsive Bidders must include with their bid a separate sheet showing trades to be employed and wage rates to be paid.

The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website <http://www.state.il.us/agency/idol/>. Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.

**CERTIFIED PAYROLL REQUIREMENTS: (Public Act 94-0515)**

Effective August 10, 2005 Contractors and Sub-Contractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.



The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any Contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

24. **ROYALTIES AND PATENTS.** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent or trademark rights and shall hold the County harmless from loss on account thereof.
25. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois.
26. **ELIGIBILITY.** By signing this bid, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

**DEBARMENT AND SUSPENSION.** No contract may be awarded to parties listed on the federal governments Excluded Parties List System in the System for Award Management (SAM), on the State of Illinois' list of sanctioned persons maintained by the Agency's Office of Inspector General, or on the County'

Debarment is the process of determining that a contractor is ineligible to receive contract awards based upon a preponderance of evidence, usually a conviction. Debarment is usually three (3) years in length. The name of the debarred contractor may be published as ineligible on the System for Award Management (SAM), which is a website administered by the U.S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

Suspension is the process of determining that a contractor is ineligible to receive contract awards based upon adequate evidence, usually an indictment. Suspension is a temporary measure having a 12 month limit. It is usually used pending completion of an investigation or legal proceedings. The name of the suspended contractor will be published as ineligible on the System for Award Management (SAM), which is a website administered by the U.S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

27. **CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY**

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:

- a) The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.
- b) Commercial General Liability insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

- i) Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.
- c) Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and/or trailer and other equipment required to be licensed, with limits of not less than the following:
- |                                     |             |
|-------------------------------------|-------------|
| Each Person for Bodily Injury       | \$1,000,000 |
| Each Occurrence for Bodily Injury   | \$1,000,000 |
| Each Occurrence for Property Damage | \$1,000,000 |
| Or - Combined Single Limit          | \$1,000,000 |
- d) Statutory Worker's Compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including Occupational Disease Act provisions, for employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide this insurance. In case employees are engaged in work under this contract and are not protected under the Workers Compensation and Occupational Disease Act, the Contractor shall provide, and shall cause Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.
- e) Umbrella Liability:  
Aggregate Limits \$5,000,000

***Vendor to furnish a copy of the Endorsement showing Kane County, Forest Preserve District of Kane County, and City of Aurora as an additional named insured on the General Liability, Auto, and Excess policies.***

The Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.

**28. BID DEPOSIT (Not applicable to Bid 40-018)**

All bids must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than ten (10%) percent of the amount of the Bid, or according to the schedule as provided.

Accompanying this Bid is a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond, complying with the requirements of the specifications, made payable to the **KANE COUNTY TREASURER.**

In the event that one check, draft or bond is intended to cover two or more bids, the amount must be equal to the sum of the bid guarantees of the individual sections covered.

**29. EXECUTION OF A PERFORMANCE BOND AND LABOR AND MATERIALS BOND**

When noted in the specifications, the County reserves the right to require the successful bidder to supply a Performance Bond and a Labor and Materials Bond within ten (10) calendar days of acceptance of the Vendor's bid by the County. The bonds, unless otherwise specified by the Director of Purchasing, shall be 100% of the total contract price. ***(Not applicable to Bid 40-018)***

**30. FAILURE TO FURNISH BOND (Not applicable to Bid 40-018)**

In the event that the Vendor fails to furnish the abovementioned bonds within ten (10) calendar days after acceptance of the bid by the County, then the bid deposit of the bidder shall be retained by the County as liquidated damages, it being now agreed that said sum is a fair estimate of the amount of damages that said County will sustain due to the Bidder's failure to furnish said bonds.

31. **CONTRACTOR DISCLOSURE**

- A. Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit. Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval.

For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.

- B. All contractors and vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:

(a) Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement.

(b) Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid. This information disclosure must be updated when any changes to the information occurs.

(c) Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised. Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph (a) above.

(d) A statement under oath that the applicant has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.

- C. All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.

- D. Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.
- E. Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, County Board approval or other County action in behalf of the applicant failing to comply voidable at the option of the County Board or other County agency involved upon the recommendation of the County Board Chairman or the majority of the County Board.

**32. COMMUNICATION DURING THE PROCUREMENT PROCESS**

In an effort to create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the solicitation process. Therefore, from the issue date of any solicitation until the due date of the solicitation, all request for clarification or additional information regarding the solicitation, or contact with County personnel concerning this solicitation or the evaluation process must only be through the Purchasing Department staff. Inquiries will be collected by the Purchasing Department staff who will then submit the inquires to the Department Head responsible for the procurement. Responses by the Department Head to the inquires will be submitted to the Purchasing Department staff who will then distribute the responses to all vendors responding to the solicitation. In this way it will be assured that all vendors participating in the process will be receiving the same information. No contact regarding this solicitation with other County employees, agents of the County or elected officials is permitted unless expressly authorized by the Purchasing Director. A violation of this provision is cause for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

**33. ILLINOIS NON-APPROPRIATION CLAUSE:**

A forfeit clause is provided pursuant to the Illinois Non-Appropriation Clause of funds for government entities that if funds or budgets are not approved, service may be cancelled. No early cancellation penalties will be assessed, but the customer must be given 30-day notice of intent to cancel.

**34. TERMINATION FOR CAUSE:**

This Contract may be terminated by the County at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Contract is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Contract shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

If this Contract is terminated due to the County's substantial failure to perform, the Contractor shall be paid for labor and expenses incurred to date, subject to setoff for any damages, losses or claims against the County resulting from or relating to Contractor's performance or failure to perform under this agreement.

In the event of termination by the County upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Contractor for services rendered through such phase shall constitute total payment for services. In the event of such termination by the County during any phase of the Basic Services, the Contractor will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase.

In the event of any such termination, the Contractor also will be reimbursed for the charges of independent professional associates and contractors employed by the Contractor to render Basic Services, and paid for all unpaid Additional Services and Reimbursable Expenses not in dispute. Reimbursable expenses mean the actual expenses incurred by the Contractor or the Contractor's independent professional associates or contractors, directly or indirectly in connection with the Project.

35. **LITIGATION:**

Vendors are required to disclose if they have been a party to any lawsuits or arbitration proceedings involving their services within the last five years. Provide status or outcome of any such proceedings disclosed.

36. **HOLIDAY SCHEDULE: 2018**

Kane County is closed for business on the following holidays: New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Spring Holiday (March 30), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day Following Thanksgiving Day and Christmas Day.

37. **COMPLAINT AND DISPUTE RESOLUTIONS:**

The Vendor shall faithfully perform all work as set forth in these specifications for Kane County. If the Vendor fails to faithfully execute their work in accordance with the contract and/or a dispute arises as to the quality and/or quantity of work completed, Kane County reserves the right to withhold authorization for payment of completed work until such time that performance has been improved upon, or the dispute resolved. In instances where a dispute cannot be resolved by the Vendor and the Judiciary Department Office Manager or other appointed designate, the dispute may be resolved by the Kane County Director of Purchasing.

38. **PROPRIETARY INFORMATION**

Under the Illinois Freedom of Information Act, all records in the possession of Kane County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exception is "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The County will assume that all information provided to us in a proposal or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an un-redacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

**STATEMENT OF WORK  
For  
GASOLINE**

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**OVERVIEW:**

The County of Kane is accepting competitive sealed bids from qualified and authorized Vendors for the purchase and bulk delivery of No-Lead Gasoline and Diesel Fuel. Delivery locations to include the Kane County Sheriff's Office, Kane County Division of Transportation (KDOT), Kane County Forest Preserve District, and the City of Aurora, and ANY GOVERNMENTAL UNIT (taxing body) within Kane County who should chose to be a part of this program wherever their locations.

**A. Bid Specifications**

1. Your bid shall be based on the LOW RACK calculated against the prices quoted for the Chicago Market in the "OPIS WHOLESALE RACKS" daily price listing dated for Friday, August 31, 2018 and shall be included with bid submittal package. For evaluation purpose, we will use the most popular time reported from all responses or per best interest of the County
2. The above-mentioned OPIS published price listing for the Chicago Market will be used throughout this one (1) year Contract, commencing from December 1, 2018, through November 30, 2019. All invoices shall include a copy of the current OPIS published price list reported at the time of purchase and shall be attached to invoices submitted for payment.
3. Gasoline is to be NO-LEAD Regular Gasoline with an Octane value of 87. Gasoline will also be required to meet Reformulated Gasoline specifications in accordance with EPA requirements as stated under the 1990 Clean Air Act Amendments. Fuel formulation for gasoline is not to exceed 10% ethanol.
4. Tanks shall be dipped before and after each delivery to verify delivery load. Authorized County personnel shall be present.
5. Delivery shall be made within 24 hours from request. Delivery times are 7a.m. to 2 p.m., Monday thru Friday, unless it is an emergency, Saturday or Sunday deliveries are a possibility in the winter.
6. Applicable taxes shall not be included in the bid prices.
7. Each delivery is to be billed separately to the Department or Governmental Units that ordered the shipment. Kane County will not be held responsible for any other governmental unit's liabilities created by the purchase of gasoline, diesel fuel, or other items.
8. The Vendor shall submit an invoice for each delivery, which will include a metered delivery receipt, current OPIS price list for the Chicago Market, and send all correspondence regarding billing to the Department or Governmental Units responsible for the shipment.
9. KANE COUNTY DOES NOT PAY FEDERAL TAXES OR RESALE TAXES.

10. Winter blend should be based on a combination of B5 20%, as #1 and 80% as #2, and the same would be for 50% / 50% blend. Winter Blend will be order from November thru February. Vendor shall indicate winter fuels blend combination if differs than suggested. Any variation or recommendation can be inserted in the additional comments section of the Offer to Contract page for consideration. The requirement for the City of Aurora winter blend diesel is a combination of 20% #1 and 80% #2.
11. It is the intention of Kane County to award the entire fuel purchase contract to the lowest responsive, responsible bidder providing the lowest pricing (markup percentage) per bid specifications and requirements. Kane County reserves the right to make multiple awards if it is in the best interest of the County to do so.
12. NO FEDERAL EXCISE TAX IS TO BE BILLED ON INVOICES. THIS IS THE RESPONSIBILITY OF THE VENDOR TO HANDLE.
  - i. APPLICABLE TAXES ARE TO BE ITEMIZED ON EACH INVOICE.
  - ii. Billing shall be either Net Gallon or Gross Gallon for charges. Cannot mix, billing shall stay consistent throughout the year.
  - iii. Delivery orders will be 7,000 to 10,000 gallons for gasoline and diesel to underground tanks. A bulk tanker delivery.
  - iv. Delivery orders will be 200 to 5,000 gallons for gasoline and diesel to aboveground tanks. A bulk wagon tanker delivery.
  - v. The Vendor agrees to provide fuel if requested by the County when emergency situations exist. The deliveries may be on Saturday, Sunday and holidays.
  - vi. The Generators usually get two deliveries per year. The first in the spring with B5 #2-dyed diesel and again in the late fall with a winter blend or on as per-needed basis.

**B. Delivery Locations:**

1. Delivery F.O.B. destination, underground fuel tanks at the following locations:

Address	Qty. of Tanks	Tank Capacity: Gallons	Fuel Type
Kane County Sheriff's Office (Adult Corrections) 777 E. Fabyan Pkwy, Geneva, IL 60134	1	12,000	Gasoline
KDOT 41W011 Burlington Rd. St. Charles, IL 60175	1	10,000	Gasoline
	2	10,000	Diesel
City of Aurora 720 N. Broadway Aurora, IL 60607	2	20,000	Gasoline
	1	20,000	Diesel

2. Wagon delivery F.O.B. destination, aboveground fuel tanks at the following Kane County Forest Preserve District locations:

**A. Agency/Locations:**

Address	Qty. of Tanks	Tank Capacity: Gallons	Fuel Type
Grunwald Farms Forest Preserve 2s033 Lorang Road, Elburn, IL	1	2000	Unleaded
Fabyan Forest Preserve 1925 Batavia Avenue, Geneva, IL	1	1500	Unleaded
Muirhead Springs Forest Preserve 41W797 Rohrsen Road, Hampshire, IL	1	2000	Unleaded
John Duerr Forest Preserve 35W0003 Route 31, South Elgin, IL	1	1500	Unleaded
Campton Forest Preserve 4N379 Town Hall Road, St. Charles, IL	1	500	Unleaded
Mill Creek Greenway Forest Preserve 02N253 Brundige Rd, Elburn, IL FUTURE TANK	1	1500	Unleaded

**B. Agency/Locations:**

	Qty. of Tanks	Tank Size	B5 #2 <i>May-Sept</i>	B5 50% #1 & 50% #2 <i>Oct-April</i>
Grunwald Farms Forest Preserve 2s033 Lorang Road, Elburn, IL	1	500		
Muirhead Springs Forest Preserve 41W797 Rohrsen Road, Hampshire, IL	1	500		
Campton Forest Preserve 4N379 Town Hall Road, St. Charles, IL	1	1500		
Mill Creek Greenway Forest Preserve 02N253 Brundige Rd, Elburn, IL FUTURE TANK	1	500		

**C. Estimated Quantities:**

1. Regular Gasoline – tanker delivery: 0
2. Regular Gasoline – wagon delivery to above ground tank: 57,886 gallons; Approximate annual.
3. Ultra Low Sulfur #2 Biodiesel (B5) Fuel and Winter Blend B5 50% #1 & 50% #2, wagon delivery to above ground tank; 11,114 gallons; Approximate annual.



3. Wagon delivery F.O.B. destination, generators at the following Kane County Government locations:

<b>Kane County Government - Locations</b>			
<b>Address</b>	<b>Qty. of Generators</b>	<b>Tank Capacity: Gallons</b>	<b>Fuel Type</b>
Kane County Government Center 719 S. Batavia Ave. Geneva, IL 60134	2	700	Non-Road Dyed Diesel
Kane County Judicial Center 37W777, Route 38 St. Charles, IL 60175	1	1,000	Non-Road Dyed Diesel
Kane County Juvenile Center 37W655 Route 38 St. Charles, IL 60175	1	500	Non-Road Dyed Diesel
Kane County Adult Corrections 37W755 Route 38 St. Charles, IL 60175	1	400	Non-Road Dyed Diesel
Kane County Circuit Clerk 540 S. Randall Rd. St. Charles, IL 60175	2	535	Non-Road Dyed Diesel

4. Wagon delivery F.O.B. destination, generators at the following City of Aurora locations. There is one (1) tank per each location name/address:

<b>A. City of Aurora, IL</b>				
<b>Generator Name</b>	<b>Address - Generator Location</b>	<b>Fuel Type</b>	<b>Tank Size</b>	<b>Tank Type</b>
Gregory Street	118 Gregory St (3770 McCoy Drive)	Off Road Diesel	110	Above
Loucks Street	1010 S. Loucks St	Off Road Diesel	110	Above
Orchard Gateway	1901 Orchard Gateway Blvd., N Aurora, IL 60502	Off Road Diesel	110	Above
River Street	649 S. River St	Off Road Diesel	90	Above
Vine Street	115 Vine St	Off Road Diesel	110	Above
Church Road	2680 Church Rd	Off Road Diesel	90	Above
Barnes Road	225 Barnes Rd	Off Road Diesel	110	Above
<i>As-Needed service, typically filled in same day (approximately 3-4 hour drive time. Frequency of Delivery – Approximately 9-10 month.</i>				

<b>B. Central Service - City of Aurora, IL</b>				
<b>Generator Name</b>	<b>Address - Generator Location</b>	<b>Fuel Type</b>	<b>Tank Size</b>	<b>Tank Type</b>
Cent Service APD HC	1200 East Indian Trail	Off Road Diesel	3000	Above
Cent Service APD HC	1200 East Indian Trail	Off Road Diesel	3000	Above
<i>** This is a Mission Critical Location, As-Needed service, tank must not fall below ¼ full. Frequency of Delivery – 3x/year.</i>				

<b>C. Fire Station - City of Aurora, IL</b>				
<b>Generator Name</b>	<b>Address - Generator Location</b>	<b>Fuel Type</b>	<b>Tank Size</b>	<b>Tank Type</b>
Fire Station #1	75 North Broadway Street	Off Road Diesel	500	Above
Fire Station #3	600 West Indian Trail	Off Road Diesel	720	Above
Fire Station #8	3700 McCoy Drive	Off Road Diesel	500	Above
Fire Station #1	75 North Broadway Street	Off Road Diesel	4000	Under
Fire Station #3	600 West Indian Trail	Off Road Diesel	1000	Above
Fire Station #8	3700 McCoy Drive	Off Road Diesel	1000	Above
Fire Station #1	75 North Broadway Street	Regular Gasoline	3000	Under

*As-Needed service, typically filled in same day (approximately 3-4 hour drive time). Frequency of Delivery – Approximately 9-10 month.*

<b>D. Park Maintenance</b>				
<b>Generator Name</b>	<b>Address - Generator Location</b>	<b>Fuel Type</b>	<b>Tank Size</b>	<b>Tank Type</b>
Phillips Park Maintenance	901 Ray Moses Drive	Off Road Diesel	1000	Above
Phillips Park Maintenance	901 Ray Moses Drive	Regular Gasoline	1000	Above

*\*\* As-Needed service. Frequency of Delivery – 3x/year.*

<b>E. Aurora Airport – Sugar Grove, IL</b>				
<b>Generator Name</b>	<b>Address - Generator Location</b>	<b>Fuel Type</b>	<b>Tank Size</b>	<b>Tank Type</b>
Aurora Airport	43W636 US Route 30 Sugar Grove, IL	Off Road Diesel	1000	Above
Aurora Airport	43W636 US Route 30 Sugar Grove, IL	Regular Gasoline	1000	Above

*\*\* As-Needed service. Frequency of Delivery – 3x/year.*

<b>F. Water Treatment Plant – City of Aurora, IL</b>				
<b>Generator Name</b>	<b>Address - Generator Location</b>	<b>Fuel Type</b>	<b>Tank Size</b>	<b>Tank Type</b>
Water Treatment	1111 Aurora Avenue	Off Road Diesel	2400	Above

*\*\* As-Needed service. Frequency of Delivery – 3x/year.*

<b>G. Golf Course – City of Aurora, IL</b>				
<b>Generator Name</b>	<b>Address - Generator Location</b>	<b>Fuel Type</b>	<b>Tank Size</b>	<b>Tank Type</b>
Phillips Park Golf Course	1101 Ray C Moses Drive	Off Road Diesel	500	Above
Phillips Park Golf Course	1101 Ray C Moses Drive	Regular Gasoline	500	Above

*\*\* As-Needed service. Frequency of Delivery – 3x/year.*

**C. Fuel Types:**

1. NO-LEAD GASOLINE (87 Octane)
2. ULTRA LOW SULFUR #2 BIO DIESEL (B5) FUEL, 50% #1 and 50% #2
3. Winter Blend Diesel 20% #1 and 80% #2 (City of Aurora)
3. Generators – Ultra Low Sulfur #2 Non-Road Dyed Diesel (B5) red fuel and winter blend of 50/50.

*The Contractor shall be responsible for supplying diesel fuel that meets or exceeds the above-mentioned or below properties, including additives to prevent fuel jelling in winter months as listed.*

**D. Estimated Quantities:**

1. Regular Gasoline:

Locations	No-Lead Gasoline
Kane County Sheriff	80,000
Division of Transportation (KDOT)	40,000
City of Aurora	290,000
<b>Total</b>	<b>410,000</b>

2. Regular Gasoline, wagon delivery to above and underground tanks:

Locations	No-Lead Gasoline
Kane Forest Preserve District	57,886
<b>Total</b>	<b>57,886</b>

3. Ultra Low Sulfur #2 Biodiesel (B5) Fuel:

Locations	B5 #2	B5 - 20% #1 & 80% #2	B5 50% #1 & 50% #2
KDOT	30,000	0	50,000
City of Aurora	58,000	0	0
Forest Preserve (wagon delivery)	11,114	0	0
<b>Total</b>	<b>99,114</b>	<b>0</b>	<b>50,000</b>

4. Winter Diesel for City of Aurora (December – February) Fuel:

Locations	Diesel - Winter Blend: 20% #1 & 80% #2
KDOT	0
City of Aurora	37,000
Forest Preserve (wagon delivery)	0
<b>Total</b>	<b>37,000</b>

4. Generators - Ultra Low Sulfur #2 Non-Road Dyed Diesel (B5) Fuel:

Tank Locations	B5 #2 Minimum Delivery	B5 50% #1 & 50% #2 Minimum Delivery	Estimated Annual Gallons
Government Center	175	175	350
Judicial Center	250	250	500
Juvenile Center	125	125	250
Corrections/Sheriff	400	400	800
Circuit Clerk	125	125	250
<b>Total</b>	<b>1075</b>	<b>1075</b>	<b>2150</b>

\*Above locations and estimated quantities are for Kane County facilities.

5. Generators - Ultra Low Sulfur #2 Non-Road Dyed Diesel (B5) Fuel:

Locations	Estimated Annual Gallons	
	Gasoline	Off Road Diesel
Generators (Multiple Locations)	0	40,000
Airport	17,000	0
<b>Total</b>	<b>17,000</b>	<b>40,000</b>

\*Above estimated quantities are for the various City of Aurora locations for Generators and Airport.

**E. OPTION #1 – Inter-Governmental Units**

Will you offer the same pricing to other Governmental Units (taxing bodies)?

Participation:      **YES** (  )      **NO** (    )      (Check One)

\*\*\*Upon mutual agreement\*\*\*

Kane County is requesting a program for Optional Participation of surrounding Kane County Municipalities of a possible additional 300,000 gallons of Premium No-Lead Gasoline, and 100,000 gallons of bio diesel fuel during the course of the year. This **OPTIONAL PARTICIPATION PROGRAM** would be for the use of ANY GOVERNMENTAL UNIT (taxing body) within Kane County who should chose to be a part of this program wherever their location.

Normal tanker deliveries under this program are estimated to be 4,000 to 10,000 gallons per delivery. The amounts listed above are not guarantees but are possible additions to quantities contained in the Main Bid.

**F. AWARD:**

It is the intention of Kane County to make a single award to the most responsive and responsible bidder providing the lowest pricing meeting the specifications and contract requirements. The estimated quantities listed in the Offer to Contract Form are for evaluation and comparison purposes only. The County does not guarantee purchase quantities. This purchase contract shall allow the County to order gasoline and diesel fuels listed on an as-needed basis. The estimated purchase quantity may be greater or less than the "Estimated Quantity" requested in the base bid. The County reserve the right to add additional fuel items.

**G. CONTRACT**

1. Contract Terms:

This is a one (1) year contract commencing after contract execution date, with option to extend for two (2) additional one-year renewal periods if mutually agreed upon by both parties. This contract is contingent on the appropriation of sufficient funds. Kane County reserves the right to renegotiate the scope of work to meet its budgetary demands. Contractor shall reference the Statement of Work for contract commencement date.

**H. Response Instructions**

An original BID response, marked as "original" (with all submittal requirements) four (4) paper copies, and one (1) PDF electronic copy on CD or Flash Drive shall be returned in a sealed package or envelope bearing the name and address of the respondent and be labeled "40-018 GASOLINE." Your bid response may be mailed or hand delivered as follows:

COUNTY OF KANE  
Purchasing Department, Building (A), 2<sup>nd</sup> Fl., Room 210, 212, or 214  
719 South Batavia Ave., Geneva, IL 60134  
Hours: 8:30 a.m. – 4:30 p.m. CST Monday - Friday

**ALL QUESTIONS PERTAINING TO THIS REQUEST AND/OR THE SCOPE OF SERVICES SHOULD BE DIRECTED TO THE PURCHASING OFFICE AS LISTED ON THE COVER SHEET, NO LATER THAN AUGUST 30, 2018, FAX AND E-MAILED ACCEPTED.**

FAX questions to (630) 208-5107 or [PURCHASING@CO.KANE.IL.US](mailto:PURCHASING@CO.KANE.IL.US)

**BIDS MAY NOT BE SUBMITTED ELECTRONICALLY.  
LATE BIDS CANNOT BE ACCEPTED!**

**REQUIRED CONTACT INFORMATION**

Vendor shall provide following contacts information.

**Customer Service/General Information:** Ph: 800-255-6699

**To place an order:** Name: Govt Team 1

Ph: 877-591-6379 Fax: \_\_\_\_\_

E-mail: GovOrders@mansfieldoil.com

**Billing & Invoicing question:**

Name: Diane Dial

Ph: 678-450-2206

E-mail: govtops@mansfieldoil.com

**Operation: Supervisor**

Name: Ashley Bishop

Ph: 800-535-0612

E-mail: abishop@mansfieldoil.com

**24-hours answering service:**

Ph: 800-255-6699

### BID SUBMITTAL CHECK LIST

The undersigned Vendor acknowledged and verified that all required documents, statements and all certificates meeting County's requirements are included in their bid response. Vendor shall check the following required submittal items checklist to assure the completeness and in order for assembling of their bid response.

: SIGNED BID OFFER TO CONTRACT FORM (pages 1-6)

: CONTRACTOR DISCLOSURE STATEMENT (See attached sample)

: REFERENCES & CONTACT INFORMATION

: ONE (1) ORIGINAL BID, FOUR (4) PAPER COPIES AND ONE (1) ELECTRONIC BID COPY (save as PDF on a CD or Flash Drive)

: COI – Proof of Insurance to be submitted with bid response. The actual certificate of insurance that meets County's requirements including naming the Kane County, as certificate holder and additional name insured shall be submitted before issuing of award and contract execution.

: OPIS Wholesale Low Racks price listing for Chicago Market, dated August 31, 2018

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Vendor/Agency: Mansfield Oil Company of Gainesville, Inc.

Address/City/State: 1025 Airport Parkway SW, Gainesville, GA 30501-6813

Phone # 800-255-6699 Fax # 678-450-2242

**SEALED BID**  
**BID #: Sealed Bid 40-018 Gasoline**  
**OPENING DATE: 9/5/2018 - OPENING TIME: 3:00 P.M. CST**  
**DESCRIPTION: GASOLINE**  
**DATED MATERIAL DELIVER IMMEDIATELY**

**VENDOR CONTACT:** Josh Epperson  
**COMPANY NAME:** Mansfield Oil Company of Gainesville, Inc.  
**STREET ADDRESS:** 1025 Airport Parkway SW  
**CITY, STATE, ZIP:** Gainesville, GA 30501-6813

**PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE) TO THE OUTERMOST ENVELOPE OF YOUR BID TO HELP ENSURE PROPER DELIVERY! LATE BIDS WILL BE NOT BE ACCEPTED.**









**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
6/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

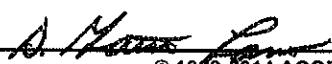
<b>PRODUCER</b> J. Smith Lanier & Co.-Atlanta Marsh & McLennan Agency, LLC 11330 Lakefield Dr; Bldg. 1 Johns Creek, GA 30097	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>770 476-1770</b>		FAX (A/C, No): <b>770 476-3651</b>	
	<b>E-MAIL ADDRESS:</b>			
<b>INSURED</b> Mansfield Systems, Inc. 1025 Airport Parkway Gainesville, GA 30501	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
	INSURER A : Nationwide Agribusiness Ins. Co		28223	
	INSURER B :			
	INSURER C :			
	INSURER D :			
	INSURER E :			
INSURER F :				

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP156202A	07/01/2018	07/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CPP156202A	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N    N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCC119529A	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 (Auto) Form CA9948 1013 - Pollution Liability - Broadened Coverage for Covered Autos-Business Auto and Motor Carrier Coverage Forms  
 (GL) Additional Insured per form: CGLB303 0413 Blanket Additional Insured-Required By Contract  
 (Auto) Additional Insured per form: MXLB153 0600 Blanket Additional Insured - Required by Contract  
 (WC) Waiver of Subrogation per form MLXB152 0600 Blanket Waiver of Subrogation Endorsement

<b>CERTIFICATE HOLDER</b>  For Information Purposes Only	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

**CORPORATE RESOLUTION  
OF MANSFIELD OIL COMPANY OF GAINESVILLE, INC.**

The undersigned Chief Executive Officer and Sole Director of Mansfield Oil Company of Gainesville, Inc. a Georgia corporation (the "Corporation"), by affixing his signature hereto does hereby consent to and authorize the following action:

WHEREAS, the undersigned desires to authorize Josh Epperson, Director of Government Services, to execute any and all contracts and documents necessary to bind the Corporation with respect to bids, contracts and documents relating to any contractual or business matter, including, but not limited to government business solicitations.

NOW THEREFORE, BE IT RESOLVED, that Josh Epperson, in his capacity as Director of Government Services is hereby authorized to execute and any all bids, contracts and documents necessary to bind Corporation in the ordinary course of its business, including, but not limited to government solicitations and related documents.

WITNESS, his hand and seals, this 13 day of June, 2016

MANSFIELD OIL COMPANY  
OF GAINESVILLE, INC.

By:   
Name: Michael F. Mansfield, Sr.  
Title: CEO and Sole Director

## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A Statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location(s) of Covered Operations
SAMPLE	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who is an Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement  
Insured

Effective Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

WC 00 03 13  
(Ed. 4-84)

COUNTY of KANE  
PURCHASING DEPARTMENT  
KANE COUNTY GOVERNMENT CENTER

Theresa Dobersztyn, C.P.M., CPPB  
Director of Purchasing

719 S. Batavia Ave., Bldg. A, 2<sup>nd</sup> Floor  
Geneva, Illinois 60134  
Telephone: (630)232-5929  
Fax: (630) 208-5107



August 27, 2018

**ADDENDUM 1**

**BID No. & Title: 40-018 GASOLINE**

The attention of bidders is called to the following changes, clarifications and/or additions/deletions to the original bid document and they shall be taken into account in preparing the proposal and shall be part of the contract.

**CLARIFICATIONS & CORRECTIONS**

1. Are bidders required to submit pricing on all products & delivery types?  
**A. This contract is for fuel products with delivery as specified. The County is open to review and consider all cost options and submittals if they are in the best of Kane County. It is the intention of Kane County to award this contract to the most responsive and responsible bidder providing the lowest pricing meeting the specifications and contract requirements. Kane County reserve the right to reject any alternate methods, solutions, products and cost offers. Contractor shall indicate if they are taking any exception to bid specifications.**
2. May a bidder submit pricing for specific products & delivery methods?  
**A. See answers to question 1.**
3. Will Kane County accept pricing on higher percent blends of biodiesel?  
**A. The Contractor shall be responsible for supplying diesel fuel that meets or exceeds the specified fuel properties and requirements, including additives to prevent fuel jelling in winter months as listed. Contractor shall indicate if they are taking any exception to bid specifications.**
4. In reference to the OPIS Low Rack pricing, will Kane County provide a one week historical sample of data for each product so that bidders may use for reference in compiling a bid?  
**A. Reference Attachment.**
5. Have there been any previous addendums?  
**A. None.**
6. Will the County please provide for reference, two weeks of BOLs & invoices from current Contractor(s)?  
**A. Reference Attachment.**

7. Will appointments need to be made when delivering fuel?  
**A. Not necessary as delivery shall be made within 24 hours from request. Delivery times are 7a.m. to 2p.m., Monday thru Friday, unless it is an emergency, Saturday or Sunday deliveries are a possibility in the winter or as requested.**
8. Are there any special requirements (fittings, extra hose, pumps, etc.) that will need to be accounted for when making deliveries to any of the locations?  
**A. There are no special requirements (fitting, pumps, etc.) for making deliveries at all locations.**
9. Who is your current incumbent?  
**A. Mansfield Oil Company.**
10. Can you provide a current bid tab?  
**A. Reference attached Bid Tabulation.**
11. Can you provide the annual gallons on the generators at each location?  
**A. Please reference Statement of Work.**
12. Can you provide the average delivery sizes at each location on the B5 deliveries please?  
**A. For Kane County Division of Transportation, all fuel orders and deliveries are for 7000 gallons at a time. Please reference Statement of Work.**
13. Would Kane County consider using an alternate date for the OPIS price listing such as Wednesday, August 29, 2018? The reason being that with 9/3/18 being a holiday, we were planning on mailing our price proposal to Kane County before 8/31/2018 to minimize shipping issues.  
**A. For basis and evaluation purpose, we are open and will use the most popular time and date of OPIS listing reported from all responses or per best interest of the County. Kane County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.**
14. Is the price index based off the Chicago, OPIS, Low, Rack (end of day 6PM)?  
**A. See above answers to question 13.**
15. Is the price index based off the Chicago, OPIS, Low, Contract (10AM)?  
**A. See above answers to question 13.**
16. Are any of the sites listed in this tender permitted to purchase fuel off other Illinois co-op contracts?  
**A. Not currently, but the County of Kane reserves the right to compare pricing submitted to any and all known national joint purchasing cooperatives in order to obtain the lowest pricing available in the current market place for this contract award.**
17. If yes, what sites listed in this tender have been purchasing fuel from other co-op contracts?  
**A. See answers to question 16.**
18. If yes, what is the estimated amount of fuel purchased from other co-op contracts?  
**A. See answers to question 16.**

19. Are Contractors permitted to use their winter additive as a substitute for the #1 diesel?  
**A. The Contractor shall be responsible for supplying diesel fuel that meets or exceeds the specified fuel properties, including additives to prevent fuel jelling in winter months as listed. Contractor shall indicate if they are taking any exception to bid specifications.**
20. What is the estimated annual wagon gasoline usage for the Government Units?  
**A. This is an as-needed purchase program. Please reference to bid Statement of Work.**
21. What is the estimated annual tanker gasoline usage for the Government Units?  
**A. This is an as-needed purchase program. Please reference to bid Statement of Work.**
22. What is the estimated annual wagon bio diesel #2 usage for the Government Units?  
**A. This is an as-needed purchase program. Please reference to bid Statement of Work.**
23. What is the estimated annual tanker bio diesel #2 usage for the Government Units?  
**A. This is an as-needed purchase program. Please reference to bid Statement of Work.**
24. What is the estimated annual wagon winter bio diesel #2 usage for the Government Units?  
**A. This is an as-needed purchase program. Please reference to bid Statement of Work.**
25. What is the estimated annual tanker winter bio diesel #2 usage for the Government Units?  
**A. This is an as-needed purchase program. Please reference to bid Statement of Work.**
26. Please provide tank information for the Government Units (i.e. above or below ground storage)  
**A. This is an as-needed purchase program. Please reference to bid Statement of Work. Tank information is (TBA) by participating entity.**
27. Please provide site addresses for the Government Units.  
**A. This is an as-needed purchase program. Please reference to bid Statement of Work. The sites and addresses are (TBA) if awarded of contract by participating entity.**
28. In regards to the Optional Participation Program: are the prices for the premium to be based off the same index as the other portion of this bid (OPIS, Chicago, Low, Rack or Contract)?  
**A. Correct, it shall be the same.**
29. In regards to the Optional Participation Program: Is the premium to contain up to 10% ethanol?  
**A. Correct, it shall not exceed the industrial standard or volume. Please bid per specifications.**
30. In regards to the Optional Participation Program: Is the diesel to contain up to 5% bio?  
**A. Correct, it shall not exceed the industrial standard or volume. Please bid per specifications.**
31. In regards to the Optional Participation Program: will the #2 diesel be blended with #1 diesel in the winter months to prevent gelling?  
**A. Correct. See answers to question 3. Please bid per specifications.**

32. How many times was the fuel tested under the current contract? Will the frequency of pulling fuel samples for testing be on a schedule?
- A. Testing is around 2 to 4 times annually at Kane County Division of Transportation locations and are not require to be on a specific schedules. Other locations are based on as-needed service basis.**
33. Please provide tabulations from the most current fuel bid.
- A. Reference Attachment.**
34. What are your payment terms?
- A. There is nothing specific in our Financial Policies regarding payment terms. Departments pay invoices for each accounts per payable cycle, which are every two weeks. Reference to bid terms and conditions.**
36. Is a performance bond required?
- A. Performance bond does not apply to this bid.**
37. If a performance bond is required, what is the amount required?
- A. Not applicable to this bid.**
38. Are MSDS sheets required to be submitted with the bid?
- A. MSDS sheets are not required at time of bid submittal only if award of contract and Contractor typically provided with each delivery.**
39. Just to confirm, does the contract disclosure need to be signed by the President of the company or can the authorized officer of the bidder complete this form?
- A. An authorized representative of the company need to sign the contract disclosure document.**

Bid due date is *September 5, 2018 at 3 p.m.*, please confirm receipt of Addendum #1 and respond accordingly.

Sincerely,  
*Tim Keovongsak, CPPB*  
*Buyer III*  
Kane County Purchasing Department

COUNTY of KANE  
PURCHASING DEPARTMENT  
KANE COUNTY GOVERNMENT CENTER

Theresa Dobersztyn, C.P.M., CPPB  
Director of Purchasing

719 S. Batavia Ave., Bldg. A, 2<sup>nd</sup> Floor  
Geneva, Illinois 60134  
Telephone: (630)232-5929  
Fax: (630) 208-5107



August 30, 2018

**ADDENDUM 2**

**BID No. & Title: 40-018 GASOLINE**

The attention of bidders is called to the following changes, clarifications and/or additions/deletions to the original bid document and they shall be taken into account in preparing the proposal and shall be part of the contract.

**CLARIFICATIONS & CORRECTIONS**

1. We are sending this bid out on 8/30 due to the holiday, can we use an earlier tie to date for a reference price?  
**A. Yes. A copy of the refinery price list or report date and time used to reference your price shall be included in your bid submittal.**
2. When is the award date?  
**A. The awarding of contract is anticipated to be on or about November 15, 2018 or as approved by the full Kane County Board.**
3. When is the first board meeting after the opening?  
**A. September 11, 2018.**
4. Will decision be made before or at the board meeting?  
**A. Final decision will be made at the Kane County Board meeting.**
5. Have any addendums been released for this bid?  
**A. Yes. Addendum #1 released on August 27, 2018.**
6. If we do not attend the bid opening, how and when will we be notified of the low bidder and can we receive a copy of the bid tabulations?  
**A. Bid tabulation will be forwarded to vendor within 1-2 days after opening.**

Bid due date is September 5, 2018 at 3 p.m., please confirm receipt of Addendum 2 and respond accordingly.

Sincerely,  
Tim Keovongsak, CPPB  
Buyer III  
Kane County Purchasing Department




The Hanover Insurance Company  
Citizens Insurance Company of America  
Massachusetts Bay Insurance Company

## BID BOND

**CONTRACTOR:**

*(Name, legal status and address)*

Mansfield Oil Company of Gainesville,   
1025 Airport Pkwy  
Gainesville, GA 30501

**SURETY:**

*(Name, legal status and principal place of business)*

The Hanover Insurance Company  
440 Lincoln Street  
Worcester, MA 01653

**OWNER:**

*(Name, legal status and address)*

KANE COUNTY TREASURER  
719 S BATAVIA AVENUE  
GENEVA, IL 60134

**BOND AMOUNT:** Ten Percent of the Total Bid Amount (10%)

**PROJECT:**

*(Name, location or address, and Project Number, if any)*

Bid Number: 40-018 Gasoline  
1-year Renewable Supply Bid Bond


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

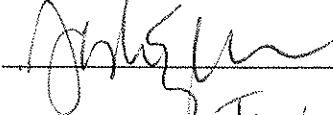
Signed and sealed this 5th day of September, 20 18

Witness

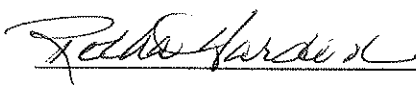
By:   
Name: Will Taylor

MANSFIELD OIL COMPANY OF GAINESVILLE, INC.


(Contractor as Principal)

By:  (Seal)  
Name: Josh Epperson  
Title: Director, Government Services

Witness

By:   
Name: Retha Harden, Bond Acct Mgr

**The Hanover Insurance Company**

By:  (Seal)  
Name: Odie E. Wilson, Vice President Little & Smith  
Title: Attorney-in-fact



THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

A.D. Little, William D. Smith Sr., Eugene Y. Northcutt, William D. Smith Jr., David B. Burruss,  
Odie E. Wilson, William B. Witcher, James R. Elrod, Retha Harden, and/or Brenda Ray

Of Little & Smith, Inc. of Marietta, GA each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 28th day of September, 2017.

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

*John C. Roche*

John C. Roche, EVP and President



The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

*James H. Kawiecki*

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 28th day of September, 2017 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Diane J. Marino*  
Diane J. Marino, Notary Public  
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 5th day of September, 2018.

CERTIFIED COPY

*Theodore G. Martinez*  
Theodore G. Martinez, Vice President