

County of Kane, IL Tim Keovongsak, Director of Purchasing 719 S Batavia Avenue, Bldg. A Geneva, IL 60134 ITB 25-026-TL – Gasoline and Diesel Fuel

Mr. Keovongsak,

I am pleased to submit for your review an overview of Mansfield's capabilities and services.

Mansfield's purpose is to make your fueling better, turning your fuel program into a competitive advantage. By partnering with you to learn your business, Mansfield can offer innovative solutions to your hardest energy problems, enabling you to focus on your core business. Mansfield offers a broad range of energy solutions including fuel, diesel exhaust fluid, tank repair & maintenance, and price risk management services.

Mansfield's deep array of supply and transportation partners makes it the fuel management vendor of choice for market leaders such as Kane County.

- ▶ Bigger Reach: Mansfield delivers 3 billion gallons through 1,500 delivery partners, providing a vast network to deliver no matter what happens in the market.
- Broader Solutions: From online dashboard reporting to flexible fixed price options, Mansfield has broad solutions to cover every fuel challenge you face.
- ▶ Better Advice: Mansfield keeps our customers informed of market events through daily newsletters, webinars, in-person business reviews, and more.

All of Mansfield's resources and market expertise will be leveraged to provide you with the best purchasing solutions and the highest level of service. We appreciate the opportunity to earn your business and innovate with you. Thank you again for the opportunity to submit this proposal, and we look forward to hearing from you.

Best regards,

Dan Luther

VP, Government Sales

Mansfield Energy

Email: mocbids@mansfieldoil.com

Fuel pricing is valid for 60 days from the date of proposal. Mansfield reserves the right to review and adjust prices if the proposal is not accepted within 60 days. Mansfield also reserves the right to adjust pricing in the event that deliveries require material differences from bid requirements. If the customer introduces a third-party vendor for auditing or billing validation, Mansfield reserves the right to include an adder based on the administrative burden imposed by that third party.

County of Kane PURCHASING DEPARTMENT KANE COUNTY GOVERNMENT CENTER

Tim Keovongsak, CPPB Director of Purchasing



719 S. Batavia Avenue, Bldg. A. Geneva, Illinois 60134
Telephone: (630) 208-3803
Fax: (630) 208-5107

INVITATION TO BID

BID NUMBER: 25-026-TL - Gasoline and Diesel Fuel

DATE: July 10, 2025

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 <u>ANY GOVERNMENTAL UNIT</u> (taxing body) within Kane County who should choose to be a part of this joint purchase program, wherever their locations.

SUBMITTAL REQUIREMENTS:

An original Bid response (with all required submittal documents) must be submitted electronically, and uploaded to https://www.bidnetdirect.com/illinois/kanecounty before the submittal date and time. Please upload your complete response through Bidnet Direct as a PDF file (with no password/encrypted format). The following documents must be included with your submittal:

Signed Offer to Contract Form

Proof of Certificate of Insurance (See Sample)

Bid Worksheet (if applicable)

Contractor Disclosure Statement

Familial Relationship Disclosure Statement

OFFICE LOCATION: Kane County Government Center - Purchasing Department 719 S. Batavia Ave., Bldg. A Room 211, or 214, Geneva, Illinois 60134. 8:30 a.m. - 4:30 p.m. CST, Monday-Friday

SUBMISSION TIME & DATE: Thursday, July 31, 2025 at 2:00 p.m. CST

Bids received after the submittal time will be rejected and returned unopened to the sender. This is an electronic bid submittal. Please upload your completed bid response through Bidnet Direct before the due date and time.

CONTACT PERSON: Tom Laird

purchasing@kanecountyil.gov

<u>DISCLAIMER</u>: TO THE EXTENT THAT YOU HAVE OBTAINED THESE BID DOCUMENTS FROM A SOURCE OTHER THAN BIDNET DIRECT, PLEASE BE ADVISED THAT THESE BID DOCUMENTS MAY NOT INCLUDE ALL UPDATES, INCLUDING, BUT NOT LIMITED TO, ADDENDUMS, CLARIFICATIONS, AND DUE DATE EXTENSIONS. FOR ALL UPDATES TO BID DOCUMENTS, PLEASE VISIT HTTPS://www.bidnetdirect.com/illinois/kanecounty

ALL QUESTIONS OR REQUESTS FOR INFORMATION 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** JULY 23, 2025, AT 2:00 P.M., FAX AND E-MAIL ACCEPTED. FAX to (630) 208-5107 or E-mail: purchasing@KaneCountyIL.gov

BIDS MUST BE SUBMITTED ELECTRONICALLY AT

HTTPS://WWW.BIDNETDIRECT.COM/ILLINOIS/KANECOUNTY

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. Electronic bids must be submitted at www.bidnetdirect.com/illinois/kanecounty.com. Late bids will not be accepted. If specified, Sealed bids will be received at the Kane County Purchasing Department until the date and time specified at which time they shall be opened. 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 type-written with all erasures, strike overs 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. The 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 or 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.

Kane County 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.

State of Illinois Central Management Services (CMS)
Omnia Partners (formerly US Communities & National IPA)
Sourcewell, TIPS, and BuyBoard

- 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 multiple contract (s) to the lowest responsive responsible bidder(s) 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. The 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 registration information on this program can be located on the County's Web site under County Forms and Templates for New Vendor Information on the Purchasing Department page http://web.kane/SitePages/purchasing.aspx

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- PAYMENT (MANDATORY INVOICE SUBMISSION GUIDELINES). The successful bidder or bidders must conform to modified and mandatory invoice submission guidelines. Under no circumstances will vendor submitted invoices be cleared for payment that are not in full compliance with this invoice submission standard. Any invoice not meeting the explicit submission guidelines below will be returned to the vendor and will remain unpaid, until such time a new, conforming invoice is presented for review. Under no circumstances will Kane County pay or be subject to any additional fees, penalties, or incurred costs as a result of vendor invoice submission failures. Any and all submitted invoice packages must contain the following four (4) components to be considered eligible for payment:
 - 1. Formal invoice with all rates (labor, materials, OT, DT) clearly listed. This invoice must show compliance with any and all agreed-upon rates.
 - 2. Written quotation for all work being performed under this particular invoice. This "quote" must be dated within 120 days of the invoice submission, *properly submitted in arrears*.
 - 3. Written authorization from the using department to commence this work. Any and all work must demonstrate that formal approval has been given for an invoice to be considered both payable and valid. No invoice can be paid without clear evidence of authorization, from an approved point of contact within the using department.
 - 4. If the project under invoice requires materials, then we must also be given materials purchase orders, which demonstrate compliance with the contractual material mark-up rate. Vendors **without** materials on a particular invoice shall be required to include on company letterhead the following: "No materials were purchased for the completion of this work under this invoice". This can be sent on either a blank invoice form, or via company letterhead.

PLEASE NOTE: ALL SUBMITTED VENDOR PACKAGES ARE AND BECOME THE PROPERTY OF KANE COUNTY. These materials are subject to formal scheduled, announced, unannounced, compliance, inter-governmental, or random audits, and may be audited by Kane County at any time within the effective dates of this contract, with or without notification to the vendor, at the discretion of Kane County. All vendors should be aware that in the event of serious or ongoing invoicing irregularities, Kane County may, and can invoke

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contractual termination clauses either with, in addition to, or separate from a formal declared breach of contract.

We expect and require your active compliance in terms of invoice submission and adherence to these guidelines.

- 11. **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.
- 12. **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.
- 13. **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.
- 14. 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.
- 15. 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.
- 16. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS. Bidders shall promptly notify the County of any ambiguity, inconsistency of 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.
- 17. **VARIANCES**. State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions.
- 18. **INDEMNIFICATION**. The Vendor shall indemnify and hold harmless the County, its agents, officials, and employees, from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the County as a consequence of granting the Contract.

Vendor agrees to save, hold harmless, defend and indemnify the County of Kane and its Officers, Agents, and Employees, from any and all liability or loss incurred by the County of Kane resulting from Vendor's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Vendor's performance of this contract and Vendor's violation of any of the terms and conditions of this Agreement, and from the Vendor's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Vendor's performance thereunder.

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- 19. **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 Vendor, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Vendor with any or all losses incurred.
- 20. 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 Vendor's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Vendor promptly after rejection.
- 21. WARRANTY. Vendor 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, Vendor 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 Vendor or require correction or replacement of the item at the time the defect is discovered, all at the Vendor's risk and expense. Acceptance shall not relieve the Vendor of its responsibility.

Vendor 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. Vendor 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.

Vendor shall reference to Special Provision for additional requirement.

- 22. **REGULATORY COMPLIANCE**. Vendor 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. Vendor shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
- 23. **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

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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.

24. PREVAILING WAGE RATES

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, Rooms 211, 212, 214, Geneva, IL 60134.

Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. State Statutes regarding Prevailing Wage and the current wage rates are available online at www.state.il.us/agency/idol/rates/rates. The Prevailing Wage rate applies to the other participating Counties where the work is to be performed. You must retain payroll records for 5 years and make those records available for inspection by the County or the Illinois Department of Labor. You must submit monthly certification of payroll records.

A determination by the Illinois Department of Labor of debarment for violation of the Prevailing Wage Act shall result in the Contractor being automatically deemed non-responsible for the period of debarment without further proceedings by the County. This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus the amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at: http://www.state.il.us/agency/idol/rates/rates.HTM. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check

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the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and recordkeeping duties.

CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)

Effective August 10, 2005 contractors and subcontractors 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.

Effective September 1, 2020, the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (830 ILCS/130/1). All contractors and subcontractors completing work for Kane County pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal. In order to receive payment for work conducted for Kane County, contractors must provide the e-mail certification received from their IDOL submittal and any subcontractors working on the project with each of their pay requests.

The Employment of Public Workers on Public Works Act is active when there is excessive unemployment in Illinois and requires the employment of 90% of the employees on this project be Illinois residents 30 ILCS570/3.

- 25. **ROYALTIES AND PATENTS**. Vendor shall pay all royalties and license fees. Vendor 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.
- 26.**LAW GOVERNING**. This contract shall be governed by and construed according to the laws of the State of Illinois.
- 27. **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 government 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's own list of parties suspended or debarred from doing business with 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.

28. 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 <u>and</u> 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
Or – Combined Single Limit	\$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 as an additional insured on the General Liability, Auto, and Umbrella/Excess policies.

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

29. RESPONSIBLE BIDDER REQUIREMENTS - (Not Applicable to Bid 25-026-TL)

On August 8, 2023, the Kane County Board approved a Responsible Bidder Ordinance 23-340 which requires additional information and documentation from responders bidding on public works construction projects.

Included in this bid package is a Responsible Bidder Requirements Form. This document must be filled out and returned with the (bid/proposal). Failure to comply with all submission requirements set forth in Kane County Ordinance No. 23-340 is grounds for the County of Kane to determine that a submission is incomplete, which may result in a determination that Contractor is not a responsible bidder. In accordance with Kane County Ordinance No. 23-340, a Contractor that is actively classified as "pre-qualified" or "qualified" by the Purchasing Department is exempt from the comprehensive submission requirements and is not required to submit a Responsible Bidder Requirements Form.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. HOLIDAY SCHEDULE:

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, Memorial Day, Juneteenth, Independence Day; Labor Day, Columbus Day; Veteran's Day, Thanksgiving Day, Day following Thanksgiving Day, Christmas Day, and Day following Christmas.

36. COMPLAINT AND DISPUTE RESOLUTIONS:

The vendor and/or his supervisor shall meet with County staff as needed to discuss any problems, complaints, needs, service adjustments, and/or mutual areas of concern.

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 Facilities Manager or other appointed designate, the dispute may be resolved by the Kane County Director of Purchasing.

37. BID DEPOSIT - (Not Applicable to Bid 25-026-TL)

BID SECURITY (ELECTRONIC)

When noted in the specifications, bids must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than five (5%) percent of the amount of the Bid, or according to the schedule as provided. A scanned copy should be submitted with the E-Bid response.

During the bid review process, the County may require a bidder to submit the original bid security to confirm authenticity.

EXECUTION OF A PERFORMANCE BOND, PAYMENT BOND & LABOR AND MATERIALS BOND – (Not Applicable to Bid 25-026-TL)

When noted in the specifications, the County reserves the right to require the successful bidder to supply a Performance Bond, Payment 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.

39. FAILURE TO FURNISH BOND - (Not Applicable to Bid 25-026-TL)

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.

40. 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 bid 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

- 41. **SECURITY (GENERAL):** A portion of the work will be performed within secured areas.
 - A. If requested, the Contractor shall submit to a Criminal History and Background Check for all their employees and subcontractor employees who may be working at the job-site for security reasons.
 - B. The Contractor will provide the County with a complete list of all persons employed that might work at the specified securing buildings. Only those persons will be allowed to work within the secured areas. All personnel authorized to work within secured areas may be subject to fingerprinting, a criminal security check performed by the County, and/or Criminal Justice Level 4 Security Training and Certification. The County may issue temporary identification cards, which will be kept by County's security personnel and issued and collected on a daily basis.
 - C. The County will require the Contractor to remove any worker who has been convicted of a felony, who is a family member of an inmate, or who violates any provision of this bid.
 - D. Work being performed within certain areas may require an escort provided by the County. These areas shall not be entered into without a County escort. Work within these areas may be restricted to spaces that need to be observed by the County's escort.
 - E. All tools and equipment taken into a secured area shall be listed in a manifest with copies provided to County's security personnel. All tools and equipment shall be accounted for at the close of each day. All changes to the inventory shall be addressed by changing the manifest. The Contractor is responsible for proper storage of tools and equipment when in a secured area. Report all broken tools and equipment to the County's security personnel.

SECURITY (ADULT JUSTICE CENTER):

General.

F. The Contractor and the County understand that adequate security services are necessary for the safety of the agents, employees and subcontractors of the Contractor, as well as for the security of Inmates and Facility staff. The County will provide security services sufficient to enable the Contractor and its personnel safely to provide services called for hereunder.

List of All Persons' Names Employed on Project.

- G. The County and the Sheriff shall receive a list of the names of all the people that will be employed by the Contractor on this project. Aside from the names, the contractor shall also supply the individuals' sex, race, date of birth, and driver's license number and driver's license state.
- H. The County and the Sheriff shall reserve the right to run complete criminal background history checks on all people assigned to the project and who will be working inside of the Adult Justice Center. The criminal background history checks shall include, but not be limited to the following:
- I. Check of wants and warrants in Illinois
- J. Check of wants and warrants through the National Computer System (NCIC)
- K. Check of Computerized Criminal History (CCH)

- L. If requested to do so, all employees of the contractor and subcontractor assigned to this project shall be requested to submit to supplying a complete set of fingerprints if requested by the County or the Sheriff. Employees of the Contractor and Subcontractor assigned to this project may be requested to submit to a drug test if requested by the County or the Sheriff.
- M. The County or the Sheriff reserves the rights not to allow employees of the Contractor or any Subcontractor onto the premises should a criminal background check reveal a positive response.

Transportation Off-Site.

N. County and Sheriff will provide security as necessary and appropriate in connection with the transportation of any Inmate between the Facility and any other location for off-site services as contemplated herein.

CRIMINAL BACKGROUND HISTORY CHECKS.

- O. Contractors acknowledge that the "Adult Justice Center" is located in the public building and is subject to security procedures and that the Adult Justice Center or other Kane County facility security takes precedence over the rights of the Contractors or Licensee.
- P. The County will be running criminal background history checks on all personnel assigned to this contract that will be or could be working inside any of the Kane County government buildings. The criminal background checks and all cost associated with the inquiries will be the sole responsibility of the County. Whenever a new employee is assigned to the County, a background check shall be run by the County before the employee may start work.
 - 1. The criminal background history checks will include but are not limited to the following:
 - a. Check of wants and warrants in Illinois.
 - b. Check of wants and warrants through the National Computer System (NCIC).
 - c. Check of Computerized Criminal History (CCH).
 - 2. If requested to do so, any employee of the Contractors assigned to this project will submit to be finger printed by the County.
 - 3. The County of Kane reserves the right not to allow personnel of the Contractors onto any County premises if a criminal background check reveals a positive response.
 - 4. At no time will the Contractors be able to employ personnel to work in any County building, without prior approval from Kane County.

Joint Purchasing Program Initiative:

All public agencies as defined by the Illinois Governmental Joint Purchasing Act, as well as not-for-profit agencies that qualify under Section 45-35 of the Illinois Procurement Code, are eligible to participate in joint purchasing programs.

ILL COMP. STAT. ANN §220/2. Definitions for the purpose of this Act: The term "public agency" shall mean any unit of local government as defined in the Illinois constitution of 1970, any school district, any public community collet district, any public building commission, the State of Illinois, any agency of the state government of the United States, or of any other State, any political subdivision of another State, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body of the agency created by the agreement.

Kane County wants to expand on the current benefits of intergovernmental cooperation on a regional basis. The goal of Kane County Purchasing is to combine the resources and purchasing power of governments and not-for-profit entities to negotiate the most favorable contract terms in order to obtain the best quality products and services at the lowest prices. By purchasing through Kane County Joint Purchasing Contracts, participants will save both time and money by not having to duplicate the formal bidding and request for proposal solicitation process.

Illinois statutes, 525/2 from Ch. 85, par. 1602 (Governmental Joint Purchasing Act), authorizes that any governmental unit may purchase personal property, supplies, and services jointly with one or more other governmental units. All such joint purchases shall be by competitive solicitation as provided in Section 4 of this Act.

17 | P a g e

STATEMENT OF WORK For GASOLINE & DIESEL FUEL

I. 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 <u>ANY GOVERNMENTAL UNIT</u> (taxing body) within Kane County who should chose to participate and be a part of this joint purchase program wherever their locations.

II. INTENT OF SPECIFICATIONS

The specifications listed below are not meant to exclude any particular manufacturer or brand. The product, delivery, and service shall be complete in all details, including all minor items and accessories or devices necessary for completion of the sale and services per bid specifications and requirements. Reference to brand names and part numbers is descriptive, but not restrictive, unless otherwise specified. Unless the bidder specified otherwise, it is understood that the bidder is offering a referenced brand item, services, and product requirements as specified within this bid document. This is an allinclusive bid.

III. BID SPECIFICATIONS

- 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 list dated for Friday, July 25, 2025 and shall be included with the bid submittal package. For evaluation purposes, we will use the most popular time reported from all responses or per the best interest of the County.
- 2. The above-mentioned OPIS published daily price list for the Chicago Market will be used throughout the one (1) year contract term, commencing from December 1, 2025, through November 30, 2026. 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 the delivery load. Authorized County personnel shall be present.

5. **Delivery:**

Normal Delivery shall be made within 24 hours from time of request. Normal Delivery times are 7:00am to 2:00pm Monday thru Friday.

Emergency Deliveries:

In the event of an emergency such as natural or man-made disasters, extended weather events or other emergencies that may disrupt normal fueling operations, the Contractor shall work with the County to develop alternative fuel delivery solutions that prioritizes First responder agencies vital to public safety operations including but not limited to, Kane County sheriff's department, fire departments, The office of emergency management as well as Kane County Division of transportation. The Contractor shall provide the County with a 24-hour emergency contact number and agree to shorten delivery times below the 24hr required deadline in the event of any of the above scenarios. Time is of the essence in these types of situations, so the vendor shall ensure that the county can order and receive gasoline and or diesel fuel at any time of day or night including weekends and legal holidays.

- 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 involved nor be held responsible for any other Intergovernmental Unit's liabilities created by the purchase of gasoline, diesel fuel, or other items under this bid.
- 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 County Department or Governmental Units responsible for the order and shipment.
- 9. KANE COUNTY DOES NOT PAY FEDERAL TAXES OR RESALE TAXES.
- 10. Available Winter Blend options shall include the following combinations.
 - A. (80 / 20 blend = 80% # 2 and 20% # 1 clear)
 - B. (B5-80/20 = 80% B5 #2 and 20 % #1 clear),
 - C. (50/50 blend = 50% # 2 and 50% # 1 clear),
 - D. (B5 50/50 blend = 50% B5 #2 and 50% # 1 clear).

Winter Blend diesel may be ordered from October through March, as determined by the customer. Vendor shall indicate winter blend fuel combinations if different than suggested above to prevent gelling. Winterized diesel ordered during this period shall not gell and any variation, recommendation, or markup cost 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. The winter blend requirement for the Transportation Department is 50% #1 clear and 50% #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.
 - 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. Tank delivery orders will be 7,000 to 10,000 gallons for gasoline and diesel to underground tanks.
 - iv. Wagon delivery orders will be 200 to 5,000 gallons for gasoline and diesel to aboveground tanks.
 - 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.

IV. <u>Delivery Locations</u>

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

Address	Qty. of Tanks	Tank Capacity: Gallons	Fuel Type
Kane County Division of Transportation (KDOT) 41W011 Burlington Rd. St. Charles, IL 60175	1	10,000	Unleaded
4 1 1 1 Dunington Na. St. Chanes, in 60 17 5	2	10,000	Diesel
City of Aurora	2	20,000	Unleaded
2100 E New York St. Aurora, IL 60502	2	20,000	Diesel

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

A. Kane County Sheriff's Office

Address	Qty. of	Tank Capacity:	Fuel Type
	Tanks	Gallons	
Kane County Sheriff's Office (Adult Corrections -	1	3,000	Unleaded
37W699 IL Route 38 St. Charles, IL 60175	1	500	Diesel

B. Kane County Forest Preserve

Address	Qty. of Tanks	Tank Capacity: Gallons	Fuel Type
Grunwald Farms Forest Preserve 2s033 Lorang Road, Elburn, IL	1	1900	Unleaded
Fabyan Forest Preserve 1925 Batavia Avenue, Geneva, IL	1	1500	Unleaded
Muirhead Springs Forest Preserve 41W797 Rohrsen Road, Hampshire, IL	1	1900	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	1	500	Unleaded

Address	Oty of	Topk	Fuel Type			
Address	Qty. of Tanks	Tank Size	B5 #2	B5 50% #1 & 50%		
	ranno	0120	May-Sept	#2 Oct-April		
Grunwald Farms Forest Preserve 2s033 Lorang Road, Elburn, IL	1	600				
Muirhead Springs Forest Preserve 41W797 Rohrsen Road, Hampshire, IL	1	600				
Campton Forest Preserve 4N379 Town Hall Road, St. Charles, IL	1	1500				
Mill Creek Greenway Forest Preserve 02N253 Brundige Rd, Elburn, IL	1	1500				

C. <u>Estimated Quantities – Kane County Forest Preserve District</u>

- 1. Regular Gasoline tanker delivery: **0**
- 2. Regular Gasoline wagon delivery to above-ground tank: **45,000** 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; **15,000** gallons; Approximate annually.
- **3.** Wagon delivery F.O.B. destination, generators at the following Kane County Government locations:

Kane County Government - Locations				
Address	Qty. of Generators	Tank Capacity: Gallons	Fuel Type	
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, above ground tanks and generators at the following City of Aurora locations. There is one (1) tank per each location name/address:

A. City of Aurora, IL				
Generator/Tank Name	Address – Generator/Tank Location	Fuel Type	Tank Size	Tank Type
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., <i>North Aurora</i> , IL	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
As-Needed service, typically filled in same day (approximately 3-4 hour drive time. Frequency of Delivery – Approximately 9-10 month.				

B. Central Service - City of Aurora, IL				
Generator Name	Address - Generator Location	Fuel Type	Tank Size	Tank Type
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
** This is a Mission Critical Location, As-Needed service, tank must not fall below ¾ full.				
Frequency of Delivery –	3x/year.			

C. Fire Station -	City of Aurora, IL			
Generator/Tank Name	Address – Generator/Tank Location	Fuel Type	Tank Size	Tank Type
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	Diesel	4000	Under
Fire Station #3	600 West Indian Trail	Off-Road Diesel	1000	Above
Fire Station #3	600 West Indian Trail	Regular Gasoline	1000	Above
Fire Station #8	3700 McCoy Drive	Diesel	1000	Above
Fire Station #8	3700 McCoy Drive	Regular Gasoline	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.				

D. Park Maintena	nce			
Tank Name	Address – Tank Location	Fuel Type	Tank Size	Tank Type
Phillips Park Maintenance	901 Ray Moses Drive	Diesel	1000	Above
Philips Park Maintenance	901 Ray Moses Drive	Regular Gasoline	1000	Above
** As-Needed serv	ice. Frequency of Delivery – 3x/yea	r.		•

E. Aurora Airport – Sugar Grove, IL				
Tank Name	Address - Tank Location	Fuel Type	Tank Size	Tank Type
Aurora Airport	43W636 US Route 30 Sugar Grove, IL	Diesel	1000	Above
Aurora Airport	43W636 US Route 30 Sugar Grove, IL	Regular Gasoline	1000	Above
** As-Needed se	ervice. Frequency of Delivery – 3x/year	•	·	

F. Water Treatment Plant – City of Aurora, IL						
Generator Name Address - Generator Location Fuel Type Tank Size						
Water Treatment	1111 Aurora Avenue	Off-Road Diesel	2400	Above		
** As-Needed service. Frequency of Delivery – 3x/year.						

G. Golf Course – City of Aurora, IL						
Tank Name	Address - Tank Location	Fuel Type	Tank Size	Tank Type		
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.						

V. 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)
- 4. Winter Blend Diesel 50% #1 clear and 50% #2 (Kane County DOT)
- 5. 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 GASOLINE AND DIESEL FUEL PROPERTIES INCLUDING ADDITIVES TO PREVENT FUEL GELLING IN WINTER MONTHS FOR WINTERIZED DIESEL AS LISTED.

VI. <u>ESTIMATED QUANTITIES</u>

1. Regular Gasoline:

Locations	No-Lead Gasoline
DIVISION OF TRANSPORTATION (KDOT)	40,000
CITY OF AURORA	325,000
Total	365,000

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

Locations	No-Lead Gasoline	
Kane County Sheriff	60,000	
Total	60,000	

3. Regular Gasoline, **wagon delivery** to the above and underground tanks:

Locations	No-Lead Gasoline
KANE COUNTY FOREST PRESERVE DISTRICT	45,000
Total	45,000

4. <u>Ultra Low</u> Sulfur #2, #2 Biodiesel (B5) Fuel & 50/50 Winter Blend Fuel

Locations	#2 & B5 #2	B5 - 20% #1 & 80% #2	50% #1 & 50% #2
KDOT	30,000	0	50,000
Kane County Sheriff (wagon delivery)	5,000	0	0
City of Aurora	100,000	0	0
Forest Preserve (wagon delivery)	15,000	0	0
Total	150,000	0	50,000

^{*} Winterized Blend – 50% #1 & /50% #2, shall not jell during the winter months.

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

Locations	Diesel - Winter Blend: 20% #1 & 80% #2	
KDOT	0	
City of Aurora	50,000	
Forest Preserve (wagon delivery)	0	
Total	50,000	

6. 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
Total	1075	1075	2150

^{*}The above locations and estimated quantities are for Kane County facilities.

7. 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
Total	17,000	40,000

^{*}The above estimated quantities are for the various City of Aurora locations for Generators and Airport.

SPECIAL CONDITIONS VII.

A. <u>OPTION#1</u>	- INTER-GOVER	KNMENIAL	UNITS				
Will you offer the	same pricing t	o other Go	vernmen	tal Units	s (taxing bodi	es)?	
Participation:	YES () N	10 ()	(Check One))	
Kane County is County Municipa Gasoline, and 10	lities of a pos	sible addi	tional <u>30</u>	0,000 g	gallons of Pr	emium No	-Lead
OPTIONAL PAI				_		•	

<u>GOVERNMENTAL UNIT</u> (taxing body) within Kane County who chooses 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 <u>are not</u> guarantees but are possible additions to quantities contained in the Main Bid.

B. 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 or award of products and services for all locations specified. 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 reserves the right to add additional fuel items, order quantities, location, or additional services on an as-needed basis.

C. CONTRACT

1. Contract Terms:

This is a one (1) year contract commencing after the contract execution date, with an 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 or add additional services and products. Contractor shall reference the Statement of Work for the contract commencement date.

D. Response Instructions

This is an electronic bid submittal, and the Opening Tabulation will be made available within 24 hours after the opening.

E. AST Level Monitors

The County reserves the right to request above-ground storage tanks level monitors on all above ground storage tanks if needed. Vendor shall advise of cost if applicable.

F. Emergency Delivery Service Requirement

Vendor shall acknowledge the requirement for emergency deliveries and readiness requirement. provide the required contact information, see page #42.

Bid Forms

Vendors are required to use only the Kane County Offer to Contract Form to submit a response and supporting documents, pages 29-42. Attach all required submittal documents and pertinent information as requested in this bid package and project manual. Vendors shall reference the above response or submittal instructions for more information. This is an electronic bid submission.

An original bid response (with all required submittal documents) must be submitted electronically at: https://www.bidnetdirect.com/illinois/kanecounty prior to the submittal date and time. Please upload your bid response through Bidnet Direct, labeled as "25-026-TL – Gasoline and Diesel Fuel" before the deadline on Thursday, July 31, 2025, at 2:00 p.m. CST.

Purchasing Department, Building (A), 2nd Fl., Room 211, 212 or 214 719 South Batavia Ave., Geneva, IL 60134 Hours: 8:30 a.m. – 4:30 p.m. CST Monday–Friday

QUESTIONS

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, VIA E-MAIL, NO LATER THAN JULY 23, 2025, AT 2:00 P.M. TO: purchasing@kaneCountyil.gov

BIDS MUST BE SUBMITTED ELECTRONICALLY AT

HTTPS://WWW.BIDNETDIRECT.COM/ILLINOIS/KANECOUNTY

KANE COUNTY OFFER TO CONTRACT FORM For 25-026-TL GASOLINE & DIESEL FUEL

Bid Due Date & Time: 2:00 p.m., CST on Thursday, July 31, 2025

lo:	County of Kane (Purchasing Department) Kane County Government Center, Building (A) Room 211, 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.
Subr	mitted By:
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.
	 the Vendor has examined the Contractor Disclosure (Section 31) and Familial Relationship (attached Public Act 101-0544) of the Instruction to Bidders, and has included or provided a certified document list 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 and compliance with Public Act 101-0544.
	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/(7/25/25), 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 purposes and not a guarantee of purchase amount. Purchase will be based on an as-needed basis and per specified locations.

III. BASE BID

For cost comparison and bid evaluation purposes, all pricing shall be based on the OPIS WHOLESALE for the daily LOW RACK refinery price list dated **Friday**, **July 25**, **2025**. 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 the invoice for each billing cycle throughout this one (1) year Contract, commencing December 1, 2025, through November 30, 2026, or upon execution by the Kane County Board. Purchase and delivery of gasoline and diesel fuel is on an as-needed basis.

A. <u>FUEL TANKS</u>:

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

OPIS Low Rack Cost + Markup	\$ 2.0185 \$ -0.0344	Est. Quantity (Gallon)	GRAND TOTAL COST
Tiviaikup	φ-0.0344	(Gallott)	
Total Cost per Gallon	\$1.9841	X 365,000	\$ 724,196.50

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

Kane County Sheriff

OPIS Low Rack Cost	\$2.0185	Est. Quantity	Grand Total Cost
+ Markup	\$0.1664	(Gallon)	Grand Total Cost
Total Cost per Gallon	\$2.1849	X 60,000	\$ 131,094.00

Forest Preserve District

OPIS Low Rack Cost	\$2.0185	Est. Quantity	GRAND TOTAL COST
+ Markup	\$0.7842	(Gallon)	GRAND TOTAL COST
Total Cost per Gallon	\$2.8027	X 45,000	\$ 126,121.50

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	\$2.3930	Est. Quantity	GRAND TOTAL COST
+ Markup	\$0.0524	(Gallon)	GRAND TOTAL COST
Total Cost per Gallon	\$ 2.4454	X 130,000	\$ 317,902.00

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

A. Kane County Sheriff

OPIS Low Rack Cost	\$2.3930	Est. Quantity	Grand Total Cost
+ Markup	\$0.6067	(Gallon) – May to September	Granu rotal Cost
Total Cost per Gallon	\$2.9997	X 5,000	\$14,998.50

B. Forest Preserve District

OPIS Low Rack Cost	\$2.3930	Est. Quantity	CDAND TOTAL COOT
+ Markup	\$ 0.8150	(Gallon) – May to September	GRAND TOTAL COST
Total Cost per Gallon	\$ 3.2080	X 15,000	\$48,120.00

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

OPIS Low Rack Cost	\$ 2.5638	Est. Quantity	GRAND TOTAL COST
+ Markup	\$ 0.1472	(Gallon)	GRAND TOTAL COST
Total Cost per Gallon	\$ 2.7110	X 50,000	\$ 135,550.50

(October thru March)

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	\$ 2.4636	Est. Quantity	Grand Total Cost
+ Markup	\$0.0483	(Gallon)	Grand Total Gost
Total Cost per Gallon	\$ 2.5119	X 50,000	\$125,595.00

(December thru February)

B. GENERATORS:

Tank wagon delivery to generators at multiple locations, as stated in the 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	\$ 2.3980	Est. Quantity	GRAND TOTAL COST
+ Markup	\$0.7461	(Gallon)	GRAND TOTAL COST
Total Cost per Gallon	\$3.1441	X 1,075.00	\$ 3,379.91

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	\$2.5745	Est. Quantity	GRAND TOTAL COST
+ Markup	\$0.8504	(Gallon)	GRAND TOTAL COST
Total Cost per Gallon	\$3.4249	X 1,075.00	\$3,681.77

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

OPIS Low Rack Cost + Markup	\$2.3980 \$0.7563	Est. Quantity (Gallon)	GRAND TOTAL COST
Total Cost per Gallon	\$3.1543	X 40,000.00	\$ 126,172.00

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

OPIS Low Rack Cost	\$ 2.0185	Est. Quantity	Grand Total Cost
+ Markup	\$0.6766	(Gallon)	Grand Total Cost
	\$2.6951		
Total Cost per Gallon	\$2.0951	X 17,000.00	\$ 45,816.70

IV. OPTION #1 - INTERGOVERNMENTAL UNITS

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

Not Applicable - Additional pricing will be based on mutual agreement

200 - 5000 Gallons (Wagon Delivery)	7,000-10,000 Gallons (Tanker Delivery)	
OPIS Low Rack Cost \$	OPIS Low Rack Cost \$	
+ Markup \$	+ Markup \$	
Total per gallon \$	Total per gallon \$	

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

Not Applicable - Additional pricing will be based on mutual agreement

200 - 5,000 Gallons (Wagon Delivery)		7,000-10,000 Gallons (Tanker Delivery)		
OPIS Low Rack Cost \$		OPIS Low Rack Cost \$		
+ Markup	\$	+ Markup	\$	
Total per gallon	\$	Total per gallon	\$	

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:

Not Applicable - Additional pricing will be based on mutual agreement

200 - 5,000 Gallons (Wagon Delivery)		7,000-10,000 Gallons (Tanker Delivery)		
OPIS Low Rack Cost \$				
+/- Markup	\$	OPIS Low Rack Cos	st \$	
Total per gallon	\$	+/- Markup	\$	
		Total per gallon	\$	

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

	Tax	Gas	Diesel
1.	Illinois Environmental Fee	Refer to Mansfield's Tax Chart	Refer to Mansfield's Tax Chart
2.	Underground Storage Tax	Refer to Mansfield's Tax Chart	Refer to Mansfield's Tax Chart
3.	Illinois Motor Fuel Tax	Refer to Mansfield's Tax Chart	Refer to Mansfield's Tax Chart
4.	Leaking Underground Storage Tax	Refer to Mansfield's Tax Chart	Refer to Mansfield's Tax Chart

ADDITIONAL COMMENTS:				



County of Kane

ITB No. 25-026-TL - Gasoline and Diesel Fuel

The following taxes $\underline{are\ not\ included}$ in the bid differential, and if applicable, will be shown as line items on your invoice:

	Clear ULS1/ULS2	Dyed ULS1/ULS2	Clear B5	Dyed B5	Unleaded 87 Octane E10
Federal Superfund	\$0.004048/Gallon	\$0.004048/Gallon	\$0.003845/Gallon	\$0.003845/Gallon	\$0.003643Gallon
Federal Oil Spill	\$0.002143/Gallon	\$0.002143/Gallon	\$0.002036/Gallon	\$0.002036/Gallon	\$0.001929/Gallon
Federal Lust Fee	\$0.001/Gallon	\$0.001/Gallon	\$0.001/Gallon	\$0.001/Gallon	\$0.001/Gallon
Motor Fuel Tax	\$0.558/Gallon	N/A	\$0.558/Gallon	N/A	\$0.483/Gallon
ENV Fee	\$0.011/Gallon	\$0.011/Gallon	\$0.011/Gallon	\$0.011/Gallon	\$0.011/Gallon
Sales Tax	EXEMPT	EXEMPT	EXEMPT	EXEMPT	EXEMPT

Not Applicable-



County of Kane, IL
Tim Keovongsak, Director of Purchasing
719 S Batavia Avenue, Bldg. A
Geneva, IL 60134
ITB 25-026-TL – Gasoline and Diesel Fuel
Alternate Bid for B17

Mr. Keovongsak,

I am pleased to submit for your review an overview of Mansfield's capabilities and services.

Please refer to the following pages for the alternate bid containing B17 Pricing.

Mansfield's purpose is to make your fueling better, turning your fuel program into a competitive advantage. By partnering with you to learn your business, Mansfield can offer innovative solutions to your hardest energy problems, enabling you to focus on your core business. Mansfield offers a broad range of energy solutions including fuel, diesel exhaust fluid, tank repair & maintenance, and price risk management services.

Mansfield's deep array of supply and transportation partners makes it the fuel management vendor of choice for market leaders such as Kane County.

- Bigger Reach: Mansfield delivers 3 billion gallons through 1,500 delivery partners, providing a vast network to deliver no matter what happens in the market.
- Broader Solutions: From online dashboard reporting to flexible fixed price options, Mansfield has broad solutions to cover every fuel challenge you face.
- ▶ Better Advice: Mansfield keeps our customers informed of market events through daily newsletters, webinars, in-person business reviews, and more.

All of Mansfield's resources and market expertise will be leveraged to provide you with the best purchasing solutions and the highest level of service. We appreciate the opportunity to earn your business and innovate with you. Thank you again for the opportunity to submit this proposal, and we look forward to hearing from you.

Best regards,

Dan Luther

VP, Government Sales

Mansfield Energy

Email: mocbids@mansfieldoil.com

Fuel pricing is valid for 60 days from the date of proposal. Mansfield reserves the right to review and adjust prices if the proposal is not accepted within 60 days. Mansfield also reserves the right to adjust pricing in the event that deliveries require material differences from bid requirements. If the customer introduces a third-party vendor for auditing or billing validation, Mansfield reserves the right to include an adder based on the administrative burden imposed by that third party.

D. Quantity listed is for evaluation purposes and not a guarantee of purchase amount. Purchase will be based on an as-needed basis and per specified locations.

III. BASE BID

For cost comparison and bid evaluation purposes, all pricing shall be based on the OPIS WHOLESALE for the daily LOW RACK refinery price list dated **Friday**, **July 25**, **2025**. 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 the invoice for each billing cycle throughout this one (1) year Contract, commencing December 1, 2025, through November 30, 2026, or upon execution by the Kane County Board. Purchase and 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 Division of Transportation and City of Aurora, is:

OPIS Low Rack Cost	\$2.0185	Est. Quantity	GRAND TOTAL COST
+ Markup	\$ -0.0344	(Gallon)	GRAND TOTAL COST
Total Cost per Gallon	\$1.9841	X 365,000	\$ 724,196.50

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

Kane County Sheriff

OPIS Low Rack Cost	\$ 2.0185	Est. Quantity	
+ Markup	\$ 0.1664	(Gallon)	Grand Total Cost
Total Cost per Gallon	\$ 2.1849	X 60,000	\$ 131,094.00

Forest Preserve District

OPIS Low Rack Cost	\$ 2.0185	Est. Quantity	GRAND TOTAL COST
+ Markup	\$ 0.7842	(Gallon)	GRAND TOTAL COST
Total Cost per Gallon	\$ 2.8027	X 45,000	\$ 126,121.50

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	\$ 2.4230	Est. Quantity	GRAND TOTAL COST
+ Markup	\$0.0702	(Gallon)	GRAND TOTAL COST
Total Cost per Gallon	\$ 2.4932	X 130,000	\$324,109.50

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

A. Kane County Sheriff

OPIS Low Rack Cost	\$2.4230	Est. Quantity Grand Total Cos	
+ Markup	\$0.6099	(Gallon) – May to September	Granu rotal Cost
Total Cost per Gallon	\$3.0329	X 5,000	\$15,164.50

B. Forest Preserve District

OPIS Low Rack Cost	\$ 2.4230	Est. Quantity	GRAND TOTAL COST
+ Markup	\$ 0.8066	(Gallon) – May to September	GRAND TOTAL COST
Total Cost per Gallon	\$ 3.2296	X 15,000	\$48,444.00

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

OPIS Low Rack Cost	\$2.5638	Est. Quantity	GRAND TOTAL COST
+ Markup	\$ 0.1472	(Gallon)	GRAND TOTAL COST
Total Cost per Gallon	\$2.7110	X 50,000	\$ 135,550.50

(October thru March)

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	\$ 2.4636	Est. Quantity	Grand Total Cost
+ Markup	\$0.0483	(Gallon)	Grand Total Cost
Total Cost per Gallon	\$ 2.5119	X 50,000	\$ 125,595.00

(December thru February)

B. GENERATORS:

Tank wagon delivery to generators at multiple locations, as stated in the 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: *B17 Alternative Pricing

OPIS Low Rack Cost	\$2.4405	Est. Quantity	GRAND TOTAL COST
+ Markup	\$ 0.7489	(Gallon)	GRAND TOTAL COST
Total Cost per Gallon	\$3.1894	X 1,075.00	\$3,428.61

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	\$ 2.5745	Est. Quantity	GRAND TOTAL COST
+ Markup	\$0.8504	(Gallon)	GRAND TOTAL COST
Total Cost per Gallon	\$ 3.4249	X 1,075.00	\$ 3,681.77

*B17 Alternative Pricing
3. **Non-Road Dyed Diesel Fuel #2 (B5)** delivered f.o.b. to multiple City of Aurora generator locations, is:

OPIS Low Rack Cost	\$ 2.4405	Est. Quantity	Cour Toru Coor
+ Markup	\$0.7581	(Gallon)	GRAND TOTAL COST
Total Cost per Gallon	\$3.1986	X 40,000.00	\$ 127,945.37

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

OPIS Low Rack Cost	\$2.0185	Est. Quantity	Grand Total Cost
+ Markup	\$0.6766	(Gallon)	Grand Total Cost
	\$ 2.6951		
Total Cost per Gallon	φ 2.095 l	X 17,000.00	\$ 45,816.70

IV. <u>OPTION #1</u> - INTERGOVERNMENTAL UNITS

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

Not Applicable - Additional pricing will be based on mutual agreement

200 - 5000 Gallons (Wagon Delivery)	7,000-10,000 Gallons (Tanker Delivery)		
OPIS Low Rack Cost \$	OPIS Low Rack Cost \$		
+ Markup \$	+ Markup \$		
Total per gallon \$	Total per gallon \$		

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

Not Applicable - Additional pricing will be based on mutual agreement

200 - 5,000 Gallons (Wagon Delivery)	7,000-10,000 Gallons (Tanker Delivery)		
OPIS Low Rack Cost \$	OPIS Low Rack Cost \$		
+ Markup \$	+ Markup \$		
Total per gallon \$	Total per gallon \$		

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:

Not Applicable - Additional pricing will be based on mutual agreement				
200 - 5,000 Gallons (Wagon Delivery)		7,000-10,000 Gallons (Tanker Delivery)		
OPIS Low Rack Cos	st \$			
+/- Markup	\$	OPIS Low Rack Cos	st \$	
Total per gallon	\$	+/- Markup	\$	
		Total per gallon	\$	

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

Not Applicable - Additional pricing will be based on mutual agreement

	Tax	Gas	Diesel
1.	Illinois Environmental Fee	Refer to Mansfield's Tax Chart	Refer to Mansfield's Tax Chart
2.	Underground Storage Tax	Refer to Mansfield's Tax Chart	Refer to Mansfield's Tax Chart
3.	Illinois Motor Fuel Tax	Refer to Mansfield's Tax Chart	Refer to Mansfield's Tax Chart
4.	Leaking Underground Storage Tax	Refer to Mansfield's Tax Chart	Refer to Mansfield's Tax Chart

ADDITIONAL COMMENTS:				



County of Kane

ITB No. 25-026-TL - Gasoline and Diesel Fuel

Alternate Bid for B17

The following taxes <u>are not included</u> in the bid differential, and if applicable, will be shown as line items on your invoice:

	Clear ULSD	Dyed ULSD	B17 Clear ULSD	B17 Dyed ULSD	Unleaded 87 Octane E10
Federal Superfund	\$0.004048/Gallon	\$0.004048/Gallon	\$0.003360/Gallon	\$0.003360/Gallon	\$0.003643Gallon
Federal Oil Spill	\$0.002143/Gallon	\$0.002143/Gallon	\$0.001779/Gallon	\$0.001779/Gallon	\$0.003643/Gallon
Federal Lust Fee	\$0.001/Gallon	\$0.001/Gallon	\$0.001/Gallon	\$0.001/Gallon	\$0.001/Gallon
Motor Fuel Tax	\$0.558/Gallon	N/A	\$0.558/Gallon	N/A	\$0.483/Gallon
ENV Fee	\$0.011/Gallon	\$0.011/Gallon	\$0.011/Gallon	\$0.011/Gallon	\$0.011/Gallon
Sales Tax	EXEMPT	EXEMPT	EXEMPT	EXEMPT	EXEMPT

VI. Intergovernmental Pricing:

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

Will you offer the same pricing to other Kane County municipalities that are <u>not</u> listed as participants within this bid document?

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.

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 Statutes, 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 the 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 directly to the vendor, processing invoice vouchers, and making payments due to 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.

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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 not withstanding 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 an 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 <u>David Zarfoss</u> , <u>Director of Pricing</u>
Company Mansfield Oil Company of G	ainesville, Inc
Address/City/State 1025 Airport Parkway	y SW, Gainesville, GA 30501
Phone #(800)695-6626	Fax # <u>(678)450-2242</u>
Federal I.D./Social Security # 58-1091383	B Date
A06	NEDTANOE
ACC	CEPTANCE
The Offer is hereby accepted for <u>GASOLI</u>	NE & DIESEL FUEL
contract and based upon the Invitation	services and materials listed by the attached tion to Bid, including all terms, conditions ndor's offer is accepted by the County of Kane.
Vendor has been cautioned not to co	rred to as Contract Number 25-026-TL . The mmence any billable work or to provide any receives a purchase order and or notice to
Corinne Pierog MA, MBA Chairman, County Board Kane County, Illinois	Date

BID SUBMITTALS CHECKLIST

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

$\sqrt{}$: SIGNED BID OFFER TO CONTRACT FORM with all supporting documents (pages 29-42), including the vendor bid form, as applicable.
✓: PROOF OF CURRENT CERTIFICATE OF INSURANCE (Submit current coverages with bid response). The actual certificate of insurance that meets the County's requirements including naming the County of Kane, as a certificate holder and additional named insured with required policy endorsements shall be submitted before issuing of award and contract execution. (See attached sample, a required submittal if award of the contract)
: REFERENCES & CONTACT INFORMATION
\checkmark : ONE (1) ORIGINAL BID, MUST BE SUBMITTED ELECTRONICALLY THROUGH BIDNET DIRECT.
Vendor/Agency: Mansfield Oil Company of Gainesville, Inc
Address/City/State: 1025 Airport Parkway SW, Gainesville, GA 30501
Phone # (800)695-6626

VENDOR CERTIFICATION

This information is collected for reporting purposes only and will not have any influence on vendor selection. It is required by the State of Illinois. Please check any of the following boxes that apply to the ownership of your firm.

Minority-owned Business (MBE)	Veteran-owned Business Enterprise (VBE)
Woman-owned Business (WBE)	Service-Disabled Veteran-owned Business Enterprise (SDVBE)
Business Enterprise Program (BEP)	Veteran-owned Small Business (VOSB)
Small Disadvantaged Business (SDB)	Persons with Disabilities-owned Business Enterprises (PDBE)
Kane County Local Business	N/A – These categories do not apply to my business

Please Note: It is required that you check at least one box.

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REFERENCES

GASOLINE AND DIESEL

For

KANE COUNTY BOARD, Geneva, Illinois

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 Organization: Chicago Transit Authority (CTA) 1. Address: 567 W. Lake Street City, State, Zip Code: Chicago IL 60661 Telephone Number: 312-664-7200 Contact Person: Molly Cate, Sr. Procurement Administrator Description of Project: Bulk Diesel Services Date of Project Current Contract E-mail Address: mcate@transitchicago.com 2. Organization: Metra Commuter Rail Systems Address: 547 West Jackson Boulevard, 11th Floor City, State, Zip Code: Chicago IL 60661 Telephone Number: 312-322-6656 Contact Person: Lori Lee, Sr. Buyer Description of Project: Bulk Diesel Services Date of Project Current Contract E-Mail Address: Ilee@metrarr.com 3. Organization: State of Virginia Address: 2400 W Leigh St City, State, Zip Code: Richmond VA 23220 Telephone Number: 804-367-4352 Contact Person: Carl Loveland, Business Manager Description of Project: Bulk Fuel, DEF, and Fleet Card Services. Date of Project 12/1/05-1/5/24 E-Mail Address: carl.loveland@dgs.virginia.gov 4. Organization: State of North Dakota Address: 218 Airport Road City, State, Zip Code: Bismarck ND 58504 Telephone Number: 701-400-7313 Contact Person: Mike Gerhart, State Fleet Division Director Description of Project: Bulk Fuel and Fleet Card Services. Date of Project 11/1/19-6/30/23 E-Mail Address: mgerhart@nd.gov



CONTRACTOR DISCLOSURE

As of July 31st, 2025, Mansfield Oil Company of Gainesville Inc., to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12-month period.

Below is a list of shareholders or owners, with at least 5% holdings in Mansfield Oil Company of Gainesville, Inc:

Michael F Mansfield, Sr. – 70%		
Mansfield Family Trust – 30%		
was Julyan		7/31/2025
Signature		Date
Name & Title: David Zarfoss, Director o	f Pricing	
Subscribed and sworn this 31st	_ Day of, 2025	
Notary Public	Sarah Thomas My Commission Expires 2/17/29	SARAY TANGE



FAMILIAL RELATIONSHIP DISCLOSURE

As of July 31st, 2025, Mansfield Oil Company of Gainesville Inc, to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12-month period. "Familial Relationship" is defined in Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than \$30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

Mark	Mulosop	7/31/2025
Signature		Date

Name & Title: David Zarfoss, Director of Pricing

5711

Subscribed and sworn this <u>___31st</u> Day of <u>__July</u>_____, 2025

Notary Public

Sarah Thomas My Commission Expires 2/17/29





CONTRACTOR DISCLOSURE

As of (Today's Date), ABC Company, to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12-month period.

Below is a list of shareholders or owners, with at least 5% holdings in ABC Company:

Mr. John Smith 456 Second Street Geneva, IL 60134	50%			
Ms. Sue Jones	50%			
456 Second Street Geneva, IL 60134	SAMPLE			
Officer Title		Date		_
Subscribed and Sworn this	day of		, 2025	
Notary Public				

39 | Page



FAMILIAL RELATIONSHIP DISCLOSURE

As of (Today's Date), ABC Company, to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12-month period. "Familial Relationship" is defined in Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than \$30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

Officer Title	SAMPLE	Date	
Subscribed and Sworn this	day of		, 2025
Notary Public			

40 | P a g e

Bid 25-026-TL Gasoline and Diesel Fuel

NO-BID/RFP/RFQ RESPONSE

RFP 25-026-TL Gasoline and Diesel Fuel

In the event that your organization chooses not to submit a response to this solicitation, the Kane County Purchasing Department is interested in the reasons why vendors/consultants have chosen not to submit a bid or proposal response in order to better serve the taxpayers of Kane County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

	Could not meet the specifications.
	Items or materials requested not manufactured by us or not available to our company.
	Insurance requirements too restricting.
	Bond requirements too restricting.
	Scope of services not clearly understood or applicable (too vague, too rigid, etc.).
	The project is not suited to our organization.
	Quantities too small.
	Insufficient time allowed for preparation of bid/proposal response.
	COULD NOT MEET THE RESPONSIBLE BIDDER ORDINANCE REQUIREMENTS.
	Other (please specify):
	Not Applicable
1	
Vend	lor Name:
Conta	act Person:
	phone:
	I:
Pleas	se send your response to: <u>purchasing@KaneCountyIL.gov</u>

REQUIRED CONTACT INFORMATION

Vendor shall provide the following contact information.

Customer Service/General Information: Ph: (800)695-6626			
To place an order:	Name: Ordering/Customer Service Team		
	Ph: <u>(800)695-6626</u> Fax: <u>(678)450-2242</u>		
	E-mail: _mansfieldorders@mansfieldoil.com		
Billing & Invoicing	question:		
	Name: Payment/Remittance Team		
	Ph: (800)695-6626		
	E-mail:remit@mansfieldoil.com		
Operation: Supe	rvisor		
	Name: Dan Luther, VP Government Sales		
	Ph: <u>(800)695-6626</u>		
	E-mail: mocbids@mansfieldoil.com		
Emergency Deliveries Contact (24-hour answering service):			
	Name: 24/7/365 Customer Service Team		
	Ph: (800)695-6626		
	E-mail: csrafterhours@mansfieldoil.com		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/3/2015

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 requ certificate holder in lieu of such endorsement(s).	ire an endorsement. A	statement on t	his certificate does not con	nfer rights to the	
PRODUCER	CONTACT NAME:				
XYZ Insurance Company	PHONE		FAX		
	(A/C, No, Ext): E-MAIL		(A/C, No):		
	ADDRESS:	NOUDED(O) AFFO	DDING COVER 1 OF		
	WOUDED 4 ANA		RDING COVERAGE	NAIC #	
INSURED		Best A Rated C			
	l l	Best A Rated C			
ABC Company		Best A Rated C	Carrier		
	INSURER D :				
	INSURER E :				
OCUMEN A OF O	INSURER F:		DEVICION NUMBER		
COVERAGES CERTIFICATE NUMBER: 1738 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BEI		D TO THE INCHE	REVISION NUMBER:	DOLLOV PEDIOD	
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONCERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE A EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MA	NDITION OF ANY CONTF AFFORDED BY THE POI AY HAVE BEEN REDUCEI	RACT OR OTHER LICIES DESCRIBE DBY PAID CLAIMS	DOCUMENT WITH RESPECT TO A S.	TO WHICH THIS	
INSR LTR TYPE OF INSURANCE ADDL SUBR INSR WVD POLICY NU	JMBER POLICY (MM/DD/Y		LIMITS		
A GENERAL LIABILITY Y Y ABC123	12/1/201	4 12/1/2015	EACH OCCURRENCE \$1 DAMAGE TO RENTED	1,000,000	
X COMMERCIAL GENERAL LIABILITY			PREMISES (Ea occurrence) \$1	100,000	
CLAIMS-MADE X OCCUR			MED EXP (Any one person) \$1	1,000,000	
			PERSONAL & ADV INJURY \$1	1,000,000	
			GENERAL AGGREGATE \$2	2,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:				2,000,000	
POLICY PRO- JECT LOC			\$		
A AUTOMOBILE LIABILITY Y Y ABC123	12/1/201	4 12/1/2015		1,000,000	
X ANY AUTO			BODILY INJURY (Per person) \$		
ALL OWNED SCHEDULED AUTOS NON-OWNED			BODILY INJURY (Per accident) \$		
HIRED AUTOS NON-OWNED AUTOS			PROPERTY DAMAGE (Per accident) \$		
			\$		
B X UMBRELLA LIAB X OCCUR ABC123	12/1/201	4 12/1/2015	EACH OCCURRENCE \$5	5,000,000	
EXCESS LIAB CLAIMS-MADE			AGGREGATE \$5	5,000,000	
DED RETENTION\$			\$		
C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	12/1/201	4 12/1/2015	X WC STATU- OTH- TORY LIMITS ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE N/A OFFICER/MEMBER EXCLUDED?			E.L. EACH ACCIDENT \$1	1,000,000	
(Mandatory in NH)			E.L. DISEASE - EA EMPLOYEE \$1	1,000,000	
If yes, describe under DESCRIPTION OF OPERATIONS below			E.L. DISEASE - POLICY LIMIT \$1	1,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)					
RE: Job No./Event/Project PLEASE INCLUDE COPY OF ENDORSEMENTS					
County of Kane is included as additional insured on a primary/no contract (Per CG 2010 & CG2037 or equivalent). Waiver of Subrogation on General Liability, Auto, & W.C in favor				ed by written	
,					
CERTIFICATE HOLDER	CANCELLAT	ION			
County of Kane 719 Batavia Ave., Bldg A	THE EXPIRA		DESCRIBED POLICIES BE CAN IEREOF, NOTICE WILL BE CY PROVISIONS.		
Geneva IL 60134	AUTHORIZED REP	RESENTATIVE			
	your author	igent Segnature			

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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.

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	
SAMPL	E	
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:

- 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.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, it not sho	own 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".

(Ed. 4-84)

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)

CG 20 01 04 13

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Primary & Non-Contributory coverage is required in all of our Templates.

Client#: 644412 MANSFENERG

ACORD...

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/30/2025

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

and determined above more derived and the and determined in the analysis of th	(-)	
PRODUCER	CONTACT Jasleen Kaur	
Marsh & McLennan Agency LLC	PHONE FAX (A/C, No, Ext): " (A/C, No):	
100 Kimball Place, Suite 300 Alpharetta, GA 30009 770 476-1770	E-MAIL ADDRESS: Jasleen.Kaur@MarshMMA.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Starr Indemnity & Liability Company	38318
Mansfield Oil Company of Gainesville, Inc. 1025 Airport Parkway, SW Gainesville, GA 30501	INSURER B: Zurich American Insurance Company 165	
	INSURER C : Navigators Specialty Insurance Company	36056
	INSURER D : Harleysville Insurance Company New York	10674
	INSURER E : Crum & Forster Specialty Ins. Co. 44	
	INSURER F : Gemini Insurance Company	10833

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.

	XCLUSIONS AND CONDITIONS OF SUCH					MS.	
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S
Α	X COMMERCIAL GENERAL LIABILITY		1000090701251	02/01/2025	02/01/2026	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$2,000,000
	X POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:						\$
В	AUTOMOBILE LIABILITY		BAP015277705	02/01/2025	02/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY					BODILY INJURY (Per accident)	\$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	XMCS90 X CA9948						\$
	UMBRELLA LIAB OCCUR		SEE BELOW	02/01/2025	02/01/2026	EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$
	DED RETENTION\$						\$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC015277505-	02/01/2025	02/01/2026	X PER STATUTE OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	(FL,MA,NE,NY,OR,WI)			E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)	N/A	WC015277605			E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$1,000,000
С	Pollution Liab-		NY24ESPZ0G852IC	03/01/2024	03/01/2027	\$10,000,000 Each O	cc.
	Claims Made					\$15,000,000 Aggreg	ate
					·		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

INSURER G RSUI Indemnity Co.. - NAIC #22314

INSURER H - Great American Assurance Co. NAIC #26344

(See Attached Descriptions)

0=DTIEI0 4 TE 1101 DED

CERTIFICATE HOLDER	CANCELLATION
For Bid Purposes	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
	PETER J. KRULSE

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DESCRIPTIONS (Continued from Page 1)

EXCESS AUTO LIABILITY:

Insurer D - Policy #CRA0000052 - \$3,000,000 xs Primary

Insurer D - Policy #CRA0000148 - \$2,000,000 xs \$3,000,000

Insurer E - Policy #SEO135249 - \$3,000,000 xs \$5,000,000

Insurer F - Policy #GVE100229307 - \$3,000,000 xs \$8,000,000

EXCESS GENERAL LIABILITY:

Insurer A - Policy #1000095554251 - \$10,000,000 xs Primary

EXCESS EMPLOYERS LIABILITY:

Insurer G - Policy #NHA604833 - \$5,000,000 xs Primary

Insurer H- Policy #EXC5856774- \$5,000,000 xs \$5,000,000

(GL) Additional Insured per form SIGL183 0124 - Additional Insured - Where Required Under Contract or Agreement (Primary Coverage)

(GL) Additional Insured per form CG2037 1219 - Additional Insured Owners, Lessees or Contractors -

Completed Operations

(GL) Additional Insured Primary & Non-Contributory per form CG2001 1219-Primary and Non-Contributory -Other Insurance Condition

(GL) Waiver of Subrogation per form CG2404 1219 - Waiver of Transfer of Rights of Recovery Against Others To Us (Waiver of Subrogation)

(Auto) Additional Insured per form CA2048 1013 Designated Insured For Covered Autos Liability Coverage

(Auto) Waiver of Subrogation per form CA0444 1013 Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation)

(WC) Waiver of Subrogation per form: WC000313 0484 - Waiver of Transfer of Rights of Recovery Against Others To Us

Excess Liability Follow Form per forms:

Policy #CRA0000052 - Form XLAP7RAR 0122 - Commercial Excess Liability Coverage Form

Policy #CRA0000148 - Form XLAP7RAR 0122 - Commercial Excess Liability Coverage Form

Policy #SEO135249 - Form CFSICEX 101.0.302 8-23 - Excess Liability Coverage form

Policy #GVE1002229307 - Form GEMFFXLT 08/2020 - Excess Liability Policy

Policy #1000095554251 - Form XS-100 1008 - Excess Liability Policy Form

Policy #NHA604833 - Form RSG31001 0507 - Commercial Excess Liability Policy

Policy #EXC5856774 Form GAI6524 0697 Excess Liability Coverage Form

ADDITIONAL INSURED – WHERE REQUIRED UNDER CONTRACT OR AGREEMENT AMENDATORY ENDORSEMENT (PRIMARY COVERAGE)

Policy Number: 1000090701251 **Effective Date:** 02/01/2025 at 12:01 A.M.

Named Insured: Mansfield Energy Corp

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Person(s) Or Organization(s):

Where Required By Written Contract

It is hereby agreed as follows:

1. SECTION II - WHO IS AN INSURED is amended to include the following:

Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance for that person or organization of the type provided by this policy, is an insured but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- a. The coverage and/or limits of this policy, and
- **b.** The coverage and/or limits required by said contract or agreement.
- 2. SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, a. Primary Insurance is deleted in its entirety and replaced by the following:
 - a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary, however, where required by contract the additional insured's own insurance will not be deemed primary. Then, we will share with all that other insurance by the method described in **c.** below.

All other terms and conditions of the policy remain unchanged.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations	
Where Required By Written Contract Where Required By Written Contract		
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" 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". However:
 - The insurance afforded to such additional insured only applies to the extent permitted by law: and
 - 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- **2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations	
Where Required By Written Contract Where Required By Written Contract		
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" 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". However:
 - The insurance afforded to such additional insured only applies to the extent permitted by law: and
 - 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- **2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ADDITIONAL INSURED – WHERE REQUIRED UNDER CONTRACT OR AGREEMENT AMENDATORY ENDORSEMENT (PRIMARY COVERAGE)

Policy Number: 1000090701251 **Effective Date:** 02/01/2025 at 12:01 A.M.

Named Insured: Mansfield Energy Corp

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Person(s) Or Organization(s):

Where Required By Written Contract

It is hereby agreed as follows:

1. SECTION II - WHO IS AN INSURED is amended to include the following:

Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance for that person or organization of the type provided by this policy, is an insured but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- a. The coverage and/or limits of this policy, and
- **b.** The coverage and/or limits required by said contract or agreement.
- 2. SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, a. Primary Insurance is deleted in its entirety and replaced by the following:
 - a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary, however, where required by contract the additional insured's own insurance will not be deemed primary. Then, we will share with all that other insurance by the method described in **c.** below.

All other terms and conditions of the policy remain unchanged.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY NUMBER: 1000090701251

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM **BUSINESS AUTO COVERAGE FORM** MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the Policy effective on the inception date of the Policy unless another date is indicated below.

Named Insured: MANSFIELD ENERGY CORPORATION

Endorsement Effective Date:

SCHEDULE

Insurance Company: ZURICH AMERICAN INSURANCE COMPANY

Policy Number: BAP 0152777-05 **Effective Date:** 02/01/2025

Expiration Date: 02/01/2026

Named Insured: MANSFIELD ENERGY CORPORATION

Address: 1025 AIRPORT PKWY SW

GAINESVILLE GA 30501

Additional

ALL LESSORS Insured

(Lessor):

1025 AIRPORT PKWY SW Address:

GAINESVILLE GA 30501

Designation Or ALL LEASED AUTOS

Description Of "Leased Autos": POLICY NUMBER: BAP 0152777 - 05 **COMMERCIAL AUTO CA 20 48 10 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MANSFIELD ENERGY CORPORATION

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE

REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR

ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT

EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR

AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** — Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** — Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: BAP 0152777-05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MANSFIELD ENERGY CORPORATION

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s): ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE
ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. Covered Autos Liability Coverage is changed as follows:
 - **1.** Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
 - With respect to the coverage afforded by Paragraph A.1. above, Exclusion B.6. Care, Custody Or Control does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- **D.** "Covered pollution cost or expense" means any cost or expense arising out of:
 - Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

(Ed. 04-84)

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

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

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 Effective 02/01/2025 Policy No. WC 0152776 - 05 Endorsement No.

Insured MANSFIELD ENERGY CORPORATION Premium \$

Insurance Company Zurich American Insurance Company Countersigned by______

POLICY NUMBER: BAP 0152777 - 05 **COMMERCIAL AUTO CA 20 48 10 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MANSFIELD ENERGY CORPORATION

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE

REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR

ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT

EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR

AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** — Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** — Covered Autos Coverages of the Auto Dealers Coverage Form.

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 David Zarfoss, Director of Pricing, 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 David Zarfoss, in his capacity as Director of Pricing, is hereby authorized to execute any 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 1st day of June, 2018.

MANSFIELD OIL COMPANY OF GAINESVILLE, INC.

By: Michael Mansfield

By: Michael Mansfield (Jun 2, 2018)

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

COUNTY of KANE PURCHASING DEPARTMENT KANE COUNTY GOVERNMENT CENTER

Tim Keovongsak, CPPB Director of Purchasing



719 S. Batavia Ave., Bldg. A 2nd Floor Geneva, Illinois 60134 Telephone: (630) 208-3803 Fax: (630) 208-5107

July 25, 2025

ADDENDUM 1

BID: #25-026-TL

Title: Gasoline and Diesel Fuel

The attention of all plan holders is called to the following changes, clarifications, and/or additions/deletions to the original bid solicitation and shall be part of the Contract Documents:

CLARIFICATIONS AND ADDITIONAL INFORMATION

- Q. Regarding Samples If our samples pass, will Kane County cover the cost of the analysis?
- A. No
- Q. How many samples has Kane County requested in the last year?
- A. None
- Q. What are the payment terms of the county?
- A. We are Net 0.
- Q. Article 41 section G states that all employees working on the project will need to be listed to the County, is this upon request or required with submittal of the bid?
- A. Not applicable.
- Q. Is the addition of any governmental entity to the fueling list based on mutual agreement?
- A. Correct.

- Q. If not, can we negotiate pricing at the time of addition? A. See above answer. Q. Can you confirm that the pricing should be the OPIS Gross Contract Low based out of Chicago IL and day of delivery? A. See bid specification. Would you be willing to accept a price letter with your invoices rather than the copywritten Q. OPIS pricing? A. No. Q. Would you be able to provide us with the most frequently ordered winter diesel blend? A. KDOT 50/50 & aurora 80/20. Q. Is winter additive ever ordered in place of the ULS2/ULS1 blend? A. KDOT No & Aurora Variable. Q. Will the Kane County Government be receiving both Ultra Low Sulfur Diesel and B5 diesel or just B5 diesel? A. Yes for KDOT. Q. Will the City of Aurora be receiving Ultra Low Sulfur Diesel or B5 diesel for the 80% of the winter blend diesel? A. ULSD #2 w/5% Bio.
- Q. Will Kane County Government be receiving Ultra Low Sulfur Diesel or B5 diesel for the 50% of the winter blend diesel?
- A. USLD winter blend.
- Q. Will the generators receive Ultra Low Sulfur Diesel or B5 diesel for the 50% of the winter blend diesel?
- A. Not applicable at this time. Information will be provided to awarded vendor.

Q.	When will we receive the preliminary bid tabulations?
A.	1-2 business days after bid opening.
Q.	What is the anticipated award date?
A.	Current contract expires in November.
Q.	Who is your current fuel provider?
A.	Petroleum Traders and Al Warren.
Q.	Can you please provide a copy of the bid tabulations from the last bid?
A.	Yes. Reference attached 2022 Bid Tabulation.
Q.	Is your intention to award this to one vendor or split the award?
A.	We reserve the right to award multiple vendors if in the best interest of Kane County.
Q.	Can you please provide a recent copy of a BOL and invoice for each product?
A.	Not available at this time.
Q.	Can you please provide a copy of a BOL and invoice for each product during the winter months?
A.	Not available at this time.
Q.	If winter additive is ordered, is the cost expected to be built into our submitted differentials?
A.	The County is open to review pricing structure proposed by the vendor.
Q.	For the tanker loads, do you order a full load?
A.	See bid specifications.
Q.	For the tanker loads, do you order split loads (gas and diesel on the same truck).
А.	No for KDOT. Aurora's response "Not usually. If you have the capacity and we order full loads of both product, that would be acceptable."

Q. Can you provide a breakdown of load size per wagon location? A. See bid specifications. Q. Can you please confirm that any portion of ULS1 that is delivered is to be priced off the ULS1 price index (OPIS)? A. See bid specifications. Can you confirm there are not bonds or other forms of bid security requirements for this bid. Q. A. No bid bond. Q. Can you provide any applicable tax exemption certificates. Yes. Available upon award. A. Can we no bid the tank wagon locations and still be awarded the tractor trailer locations Q. A. We reserve the right to award multiple vendors if in the best interest of Kane County. Please acknowledge receipt of Addendum 1 and submit your response accordingly. Thank you.

For the tanker loads do you order split loads (one truck, two different site deliveries)?

Q.

A.

Sincerely,

Tom Laird

Tom Laird

Assistant Director of Purchasing

No.

Total Cost - Same OPIS KC Div. of Transportation, Sheriff, Forest Preserve, & City of Aurora

Did Itam #1	GASC	DLINE - KDOT			
Bid Item #1		City of Aurora	Est. Quantity	Est. Total Cost	
Petroleum Traders - Fort Wayne, IN	\$	2.7276	395,000	\$	1,077,402.00
Al Warren Oil Co., Inc - Hammond, IN	\$	2.7537	395,000	\$	1,087,711.50
Mansfield Oil - Gainsville, GA	\$	2.8000	395,000	\$	1,106,000.00
Arneson Oil Co., - Sheridan, IL	\$	2.7987	395,000	\$	1,105,486.50
	-				
Bid Item #2-Sheriff Office	GASO	LINE - Sheriff	Est. Quantity	Е	st. Total Cost
Petroleum Traders - Fort Wayne, IN	\$	3.1453	57,886	\$	182,068.84
AL Marran Oil Calling Harring and IN	¢	2 9227	E7 006	<u></u>	162 452 70

Bid Item #2-Forest Preserve	GAS	OLINE - Forest	Est Quantity	F	et Total Cost
, ,			,	-	ŕ
Arneson Oil Co., - Sheridan, IL	\$	2.9387	57,886	\$	170,109.59
Mansfield Oil - Gainsville, GA	\$	3.0231	57,886	\$	174,995.17
Al Warren Oil Co., Inc - Hammond, IN	\$	2.8237	57,886	\$	163,452.70

Bid Item #2-Forest Preserve		OLINE - Forest			
		Preserve	Est. Quantity	Est. Total Cos	
Petroleum Traders - Fort Wayne, IN	\$	3.4553	57,886	\$	200,013.50
Al Warren Oil Co., Inc - Hammond, IN	\$	2.8287	57,886	\$	163,742.13
Mansfield Oil - Gainsville, GA	\$	3.0856	57,886	\$	178,613.04
Arneson Oil Co., - Sheridan, IL	\$	2.9387	57,886	\$	170,109.59

Bid Item #3	Diesel #2 - B5 Γ, City of Aurora)	Est. Quantity	E	Est. Total Cost
Petroleum Traders - Fort Wayne, IN	\$ 3.9886	88,000	\$	350,996.80
Al Warren Oil Co., Inc - Hammond, IN	\$ 4.0046	88,000	\$	352,404.80
Mansfield Oil - Gainsville, GA	\$ 4.0365	88,000	\$	355,212.00
Arneson Oil Co., - Sheridan, IL	\$ 4.0496	88,000	\$	356,364.80

Bid Item #4A - Sheriff Office	В	io Diesel #2 - B5 Sheriff	Est. Quantity	E	Est. Total Cost
Petroleum Traders - Fort Wayne, IN	\$	5.1762	88,000	\$	455,505.60
Al Warren Oil Co., Inc - Hammond, IN	\$	4.0746	88,000	\$	358,564.80
Mansfield Oil - Gainsville, GA	\$	4.3884	88,000	\$	386,179.20
Arneson Oil Co., - Sheridan, IL	\$	4.1896	88,000	\$	368,684.80

Bid Item #4B - Forest Preserve	Bio Diesel #2 - B5 Forest Preserve	Est. Quantity	Est. Total Cost
Petroleum Traders - Fort Wayne, IN	\$ 4.6662	88,000	\$ 410,625.60
Al Warren Oil Co., Inc - Hammond, IN	\$ 4.0796	88,000	\$ 359,004.80
Mansfield Oil - Gainsville, GA	\$ 4.3098	88,000	\$ 379,262.40
Arneson Oil Co., - Sheridan, IL	\$ 4.1896	88,000	\$ 368,684.80

Bid Item #5 - KDOT	50% #1 Clear - 50% #2 Winter Blend (KDOT)		Est. Total Cost
Petroleum Traders - Fort Wayne, IN	\$ 4.1549	50,000	\$ 207,745.00
Al Warren Oil Co., Inc - Hammond, IN	\$ 4.1617	50,000	\$ 208,085.00
Mansfield Oil - Gainsville, GA	\$ 4.1956	50,000	\$ 209,780.00
Arneson Oil Co., - Sheridan, IL	\$ 4.3471	50,000	\$ 217,355.00

Did Itam #G City of Aurora	50%	% #1 Clear - 20% -			
Bid Item #6 - City of Aurora		% Winter Blend	Est. Quantity	Est. Total Cost	
Petroleum Traders - Fort Wayne, IN	\$	4.0516	50,000	\$	202,580.00
Al Warren Oil Co., Inc - Hammond, IN	\$	4.0726	50,000	\$	203,630.00
Mansfield Oil - Gainsville, GA	\$	4.0957	50,000	\$	204,785.00
Arneson Oil Co., - Sheridan, IL	\$	4.2526	50,000	\$	212,630.00

Generator Bid Item B#1 - Non-Road	Generators				
Diesel #2 - B5		B5 - (County)	Est. Quantity		Est. Total Cost
Petroleum Traders - Fort Wayne, IN	\$	4.8146	1,075	\$	5,175.70
Al Warren Oil Co., Inc - Hammond, IN	\$	4.7046	1,075	\$	5,057.45
Mansfield Oil - Gainsville, GA	\$	4.4891	1,075	\$	4,825.78
Arneson Oil Co., - Sheridan, IL	\$	4.3446	1,075	\$	4,670.45

Generator Bid Item B#2 - Non-Road Diesel #2 - B5		Generators					
		50% -50% Winter					
		Blend - (County)	Est. Quantity	Est.	Total Cost		
Petroleum Traders - Fort Wayne, IN	\$	4.9921	1,075	\$	5,366.51		
Al Warren Oil Co., Inc - Hammond, IN	\$	4.8621	1,075	\$	5,226.76		
Mansfield Oil - Gainsville, GA	\$	4.6866	1,075	\$	5,038.10		
Arneson Oil Co., - Sheridan, IL	\$	4.5210	1,075	\$	4,860.08		

Generator Bid Item B#3 - Non-Road	Generators			
Diesel #2 - B5	B5 - (City of Aurora)	Est. Quantity	Est. Total Cost	
Petroleum Traders - Fort Wayne, IN	\$ 5.7246	40,000	\$ 228,984.00	
Al Warren Oil Co., Inc - Hammond, IN	\$ 4.4546	40,000	\$ 178,184.00	
Mansfield Oil - Gainsville, GA	\$ 4.2926	40,000	\$ 171,704.00	
Arneson Oil Co., - Sheridan, IL	\$ 4.3446	40,000	\$ 173,784.00	

Generator Bid Item B#4 - Non-Road Diesel #2 - B5	Generators				
		Gasoline (City of			
		Aurora)	Est. Quantity	Est.	. Total Cost
Petroleum Traders - Fort Wayne, IN	\$	3.3887	17,000	\$	57,607.90
Al Warren Oil Co., Inc - Hammond, IN	\$	3.1987	17,000	\$	54,377.90
Mansfield Oil - Gainsville, GA	\$	3.0989	17,000	\$	52,681.30
Arneson Oil Co., - Sheridan, IL	\$	3.0887	17,000	\$	52,507.90

Chicago, IL OPIS CONTRACT BENCHMARK Daily 07/25/2025 **OPIS Gross Standard RFG Ethanol 10% Prices**

Terms Unl Mid Pre Shell u N-10 2.4910 ---- ---Shell b 125-3 2.0932 -- -- --BP u N-10 2.0228 ----BP b 125-3 2.0851 ----Sunoco b 125-3 2.0860 ---- ---Citgo u 1-10 2.1818 ---- ---Citgo b 1-10 2.0742 ----Marathon u N-10 2.0185 ---- --Marathon b 1-10 2.0843 ---- --u Net 2.1700 ----MOX XOM b 125-3 2.0845 ---- ---PSX b 1-10 2.0810 ----MPC-ARCO b 1-10 2.0843 ---- ---Contract Low 2.0185 -- -- --2.4910 -- -- ---Contract High Contract Average 2.1197 -- -- --Cont Branded Low 2.0742 ---- ---Cont Branded High 2.0932 -- -- --Cont Branded Avg 2.0841 ---- --Cont Unbranded Low 2.0185 -- -- --Cont Unbranded High 2.4910 -- -- --Cont Unbranded Avg 2.1768 ---- ---

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Chicago, IL OPIS CONTRACT BENCHMARK **OPIS Gross No. 2 Distillate Prices**

Daily 07/25/2025

	Terms LS HS ULS
Shell	b 1-10 2.4115
BP	u N-10 2.3824
BP	b 125-3 2.4230
Suno	co b 125-3 2.4135
Citgo	u 1-10 2.4022
Citgo	b 1-10 2.4022
Marat	hon u N-10 2.3815
Marat	hon b 1-10 2.4106
XOM	u Net 2.4950
XOM	b 125-3 2.4060

PSX b 1-10 --- -- 2.4171

MPC-ARCO b 1-10 --- 2.4056

Contract Low --- 2.3815

Contract High --- 2.4950

Contract Average --- 2.4126

Cont Branded Low --- 2.4022

Cont Branded High --- 2.4230

Cont Branded Avg --- 2.4112

Cont Unbranded Low --- 2.3815

Cont Unbranded High --- 2.4950

Cont Unbranded Avg --- 2.4153

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Chicago, IL OPIS CONTRACT BENCHMARK Daily 07/25/2025

OPIS Gross Ultra Low Sulfur No. 1 Prices

Terms ULS BP b 125-3 2.9230 Citgo u 1-10 2.7460 Citgo b 1-10 2.7460 Marathon u N-10 3.0390 Marathon b 1-10 3.0747 Contract Low 2.7460 Contract High 3.0747 Contract Average 2.9057 Cont Branded Low 2.7460 Cont Branded High 3.0747 Cont Branded Avg 2.9146 Cont Unbranded Low 2.7460 Cont Unbranded High 3.0390

Cont Unbranded Avg 2.8925

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Chicago, IL OPIS CONTRACT BENCHMARK Daily 07/25/2025

OPIS Gross Ultra Low Sulfur No.1 Red Dye Prices

Terms ULS
Citgo u 1-10 2.7510
Citgo b 1-10 2.7510
Marathon u N-10 3.0490
Marathon b 1-10 3.0848
Contract Low 2.7510

Contract High 3.0848
Contract Average 2.9090
Cont Branded Low 2.7510
Cont Branded High 3.0848
Cont Branded Avg 2.9179
Cont Unbranded Low 2.7510
Cont Unbranded High 3.0490
Cont Unbranded Avg 2.9000

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Chicago, IL OPIS CONTRACT BENCHMARK

OPIS Gross B17 SME Prices

Daily 07/25/2025

Terms ULS No.2 ULS2 RD BP b 125-3 2.4230 ----Citgo u 1-10 2.4522 2.4572 Citgo b 1-10 2.4522 2.4572 Marathon u N-10 2.4355 2.4405 Marathon b 1-10 2.4652 2.4702 MOX u Net 2.6250 ----XOM b 125-3 2.4971 ----Contract Low 2.4230 2.4405 Contract High 2.6250 2.4702 Contract Average 2.4786 2.4563 Cont Branded Low 2.4230 2.4572 Cont Branded High 2.4971 2.4702 Cont Branded Avg 2.4594 2.4637 Cont Unbranded Low 2.4355 2.4405

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Cont Unbranded High 2.6250 2.4572 Cont Unbranded Avg 2.5042 2.4489

Chicago, IL OPIS CONTRACT BENCHMARK

OPIS Gross B5 SME Prices

Daily 07/25/2025

Terms ULS No.2 ULS2 RD

Marathon u N-10 2.3930 2.3980

Marathon b 1-10 2.4222 2.4273

XOM b 125-3 2.4971 ---
Contract Low 2.3930 2.3980

Contract High 2.4971 2.4273

Contract Average 2.4374 2.4127

Cont Branded Low 2.4222 2.4273 Cont Branded High 2.4971 2.4273 Cont Branded Avg 2.4597 2.4273 Cont Unbranded Low 2.3930 2.3980 Cont Unbranded High 2.3930 2.3980 Cont Unbranded Avg 2.3930 2.3980

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