### 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
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#### **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 <a href="https://www.bidnetdirect.com/illinois/kanecounty">https://www.bidnetdirect.com/illinois/kanecounty</a> 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 <a href="www.bidnetdirect.com/illinois/kanecounty.com">www.bidnetdirect.com/illinois/kanecounty.com</a>. 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

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 <a href="https://www.state.il.us/agency/idol/rates/rates">www.state.il.us/agency/idol/rates/rates</a>. 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

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.

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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.

#### <u>Transportation Off-Site</u>.

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.

### STATEMENT OF WORK For GASOLINE & DIESEL FUEL

#### 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 all-inclusive 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.
- 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

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- 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.
  - i. APPLICABLE TAXES ARE TO BE ITEMIZED ON EACH INVOICE.
  - ii. Billing shall be either Net Gallon or Gross Gallon for charges. Cannot mix, billing shall stay consistent throughout the year.
  - iii. 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. DELIVERY LOCATIONS

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

Address	Qty. of Tanks	Tank Capacity: Gallons	Fuel Type
Kane County Division of Transportation (KDOT) 41W011 Burlington Rd. St. Charles, IL 60175	1	10,000	Unleaded
4177011 Buillington Na. St. Gharles, IL 00173	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	Tank	Fuel Type		
Address	Qty. of Tanks	Size	B5 #2	PRODUCTION OF THE PROPERTY OF	50% #1 & 50%
			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: <u>45,000</u> gallons; Approximate annual.
- Ultra-Low Sulfur #2 Biodiesel (B5) Fuel and Winter Blend B5 50% #1 & 50% #2, wagon delivery to above ground tank; <u>15,000</u> 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
<b>Gregory Street</b>	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 - App	roximately 9-10 month.			

B. Central Service - Cit	ty 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	(2-1-1-2-7-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-		
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.			

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

E. Aurora Airport – Sugar Grove, IL				
Tank Name			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.	8	•	

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

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 s	ervice. 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. ESTIMATED QUANTITIES

#### 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. Ultra Low 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

<sup>\*</sup> 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	

<sup>\*</sup>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		

<sup>\*</sup>The above estimated quantities are for the various City of Aurora locations for Generators and Airport.

#### VII. SPECIAL CONDITIONS

#### A. OPTION #1 – INTER-GOVERNMENTAL UNITS

Will you offer the same pricing to other Governmental Units (taxing bodies)?							
Participation:	YES	( X	)	NO	(	)	(Check One)
County Municipaliti	es of	a pos	sible	addition	al <u>30</u>	0,000	icipation of surrounding Kane gallons of Premium No-Lead

OPTIONAL PARTICIPATION PROGRAM would be for the use of ANY

<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

#### 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. <u>Emergency Delivery Service Requirement</u>

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: <a href="https://www.bidnetdirect.com/illinois/kanecounty">https://www.bidnetdirect.com/illinois/kanecounty</a> 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 <a href="https://www.bidnetdirect.com/illinois/kanecounty">Thursday, July 31, 2025, at 2:00 p.m. CST</a>.

Purchasing Department, Building (A), 2<sup>nd</sup> 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

To:		County of Kane (Purchasing Department) Kane County Government Center, Building (A) Room 211, 212, or 214 719 S. Batavia Ave. Geneva, IL 60134
The	follo	owing offer is hereby made to the County of Kane, Illinois, hereafter called the Owner.
Subr	nitte	ed By: Petroleum Traders Corporation
I.	qu eq an Bid	the undersigned Vendor proposes and agrees, after having examined the specifications antities and other contract documents, to irrevocably offer to furnish the materials uipment and services in compliance with all terms, conditions, specifications and needments contained in the bid solicitation documents. The items in this Invitation to d, including, but not limited to, all required certificates, are fully incorporated herein as a aterial 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.
		<ol> <li>the Vendor has examined the Contractor Disclosure (Section 31) and Familian 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.</li> </ol>
	В.	For purposes of this offer, the terms Offerer, Bidder, Contractor, and Vendor are used interchangeably.
II.	In:	submitting this Offer, the Vendor acknowledges:
	Α.	All bid documents have been examined: Instructions to Bidder, Statement of Work, and the following addenda:  No, No, 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	\$ 2.0185	Est. Quantity	O
+ Markup	\$ 0.0020	(Gallon)	GRAND TOTAL COST
Total Cost per Gallon	\$ 2.0205	X 365,000	\$ 737,482.50

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	\$ 0.2950	(Gallon)	
Total Cost per Gallon	\$ 2.3135	X 60,000	\$ 138,810.00

#### **Forest Preserve District**

1 Older 1 Teeel Ve Bloth	J		
OPIS Low Rack Cost	\$ 2.0185	Est. Quantity	O
+ Markup	\$ 0.5650	(Gallon)	GRAND TOTAL COST
Total Cost per Gallon	\$ 2.5835	X 45,000	\$ 116,257.50

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	Court Torus Coor
+ Markup	\$ 0.0143	(Gallon)	GRAND TOTAL COST
Total Cost per Gallon	\$ 2.4073	X 130,000	\$ 312,949.00

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	\$ 0.4000	(Gallon) – May to September	Grand Total Cost
Total Cost per Gallon	\$ 2.7930	X 5,000	\$ 13,965.00

#### B. Forest Preserve District

OPIS Low Rack Cost	\$ 2.3930	Est. Quantity	CRAND TOTAL COOL
+ Markup	\$ 0.4500	(Gallon) – May to September	GRAND TOTAL COST
Total Cost per Gallon	\$ 2.8430	X 15,000	\$ 42,645.00

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	\$ 2.5695	Est. Quantity (Gallon)	GRAND TOTAL COST
+ Markup	\$ 0.0198		
Total Cost per Gallon	\$ 2.5893	X 50,000	<b>\$</b> 129,465.00

(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	\$ 0.0127	(Gallon)	Grand Total Cost
Total Cost per Gallon	\$ 2.4763	X 50,000	<b>\$</b> 123,815.00

(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 (Gallon)	GRAND TOTAL COST
+ Markup	\$0.8000		
Total Cost per Gallon	\$ 3.1980	X 1,075.00	\$ 3,437.85

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	C
+ Markup	\$ 0.9000	(Gallon)	GRAND TOTAL COST
Total Cost per Gallon	\$ 3.4745	X 1,075.00	\$ 3,735.0875

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

OPIS Low Rack Cost	\$ 2.3980	Est. Quantity	0 T 0
+ Markup	\$ 1.4200	(Gallon)	GRAND TOTAL COST
Total Cost per Gallon	\$ 3.8180	X 40,000.00	\$ 152,720.00

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

OPIS Low Rack Cost	\$ 2.0185	Est. Quantity	Crowd Total Ocat
+ Markup	\$ 0.4283	(Gallon)	Grand Total Cost
Total Cost per Gallon	\$ 2.4468	X 17,000.00	\$ 41,595.60

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

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

200 - 5000 Gallons (Wagon Delivery) OPIS Low Rack Cost \$ 2.0185		7,000-10,000 Gallons (Tanker Delivery) OPIS Low Rack Cost \$ 2.0185	
Total per gallon	\$ _2.4468	Total per gallon	\$ _2.0205

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

200 - 5,000 Gallons (Wagon Delivery)	7,000-10,000 Gallons (Tanker Delivery)	
OPIS Low Rack Cost \$ 2.3930	OPIS Low Rack Cost \$_2.3930	
+ Markup \$ <u>0.4500</u>	+ Markup \$ <u>0.0143</u>	
Total per gallon \$ 2.8430	Total per gallon \$ 2.4073	

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

200 - 5,000 Gallons (Wagon Delivery)		7,000-10,000 Gallons (Tanker Delivery)	
OPIS Low Rack Cos	st \$_2.5695		
+/- Markup	\$ _0.9000	OPIS Low Rack Cost \$_2.5695	
Total per gallon	\$3.4695	+/- Markup	\$ 0.0127
		Total per gallon	\$ 2.5822

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

Тах	Gas	Diesel
Illinois Environmental Fee	0.008	0.008
2. Underground Storage Tax	0.003	0.003
Illinois Motor Fuel Tax	0.483	0.558
4. Leaking Underground Storage Tax	0.001	0.001
Federal Oil Spill	0.00193	0.002033
Federal Superfund	0.00365	0.003848
ADDITIONAL COMMENTS:		

#### 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)

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

Signature Joseph Vanderpool, Company Petroleum Traders Corporation

Address PO Box 2357, Fort Wayne, IN 46801-2357

Phone# 888-637-7661 Fax # 260-203-3820

Federal I.D./Social Security# 35-1462227 Date

#### 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 Oscipt Vandeport Company Petroleum Traders Corporation Address/City/State PO Box 2357, Fort Ways		Joseph Vanderpool, Contract Sales Manager 7
	Fax # <u>260-203-3</u>	
Federal I.D./Social Security # 35-1462227	7	Date
ACC	EPTANCE	
The Offer is hereby accepted for <u>Gasolii</u>	NE & DIESEL FUE	<u>'L</u>
The Vendor is bound to provide the scontract and based upon the Invitat specifications, amendments, and the ven	ion to Bid, in	cluding all terms, conditions,
This contract shall henceforth be refer Vendor has been cautioned not to consupplies or services until said vendor proceed.	mmence any b	illable work or to provide any
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.

,
$\underline{x}$ : SIGNED BID OFFER TO CONTRACT FORM with all supporting documents (pages 29-42), including the vendor bid form, as applicable.
: VENDOR DISCLOSURE STATEMENT
: VENDOR FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT
x: 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)  x : REFERENCES & CONTACT INFORMATION
Vendor/Agency: Petroleum Traders Corporation
Address/City/State: PO Box 2357, Fort Wayne, IN 46801-2357
Phone # <u>888-637-7661</u> Fax # <u>260-203-3820</u>

### **VENDOR CERTIFICATION**

This inform	mation is co	llecte	d for repo	ortin	g pu	irposes	10 8	nly and	will not	have ar	ny inf	lue	nce
on vendo	r selection.	It is	required	by	the	State	of	Illinois.	Please	check	any	of	the
following l	ooxes that a	pply t	to the owr	ners	hip (	of your t	firm.	i			77		

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	$\overline{X}$ 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 I	oelo	w bus	inesses	or	other	organizations	s for	which	you	have	provided	comparab	ole
servi	ces	within	the last	thi	ree ye	ars:						• *************************************	
		12112			0.70								

or's Name: Petroleum Traders Corporation
Organization: PACE Suburban Bus Service
Address: 550 West Algonquin Rd
City, State, Zip Code: Arlington Heights, IL 60005
Telephone Number: 847-228-2387
Contact Person: Victor Paniagua
Supply and delivery  Description of Project: of gas and diesel  Date of Project 1/01/2024- current
E-mail Address: VICTOR.PANIAGUA@PACEBUS.COM
Organization: City of Dekalb, IL
Address: 164 East Lincoln Hwy
City, State, Zip Code: Dekalb, IL 60115
Telephone Number:815-748-2040
Contact Person: April Beeman
Description of Project: supply and delivery of gas and diesel Date of Project 1/1/2022- current
E-Mail Address:april.beeman@cityofdekalb.com
Organization: McHenry County, IL
Address: 2200 North Seminary Ave
City, State, Zip Code: Woodstock, IL 60098
Telephone Number: 815-334-4818
Contact Person: Amy Burke
supply and delivery  Description of Project: of gas and diesel Date of Project 12/1/2019 - current
E-Mail Address: MCDOT@MCHENRYCOUNTYIL.GOV
Organization: Metropolitan Water Reclamation District of Greater Chicago, IL
Address: 100 East Erie St
City, State, Zip Code: Chicago, IL 60611
Telephone Number: <u>312-751-6643</u>
Contact Person: Jason Tomaras supply and delivery
Description of Project:
E-Mail Address:



### **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 Sec	ond Street
Geneva,	IL 60134

50%

Ms. Sue Jones 456 Second Street Geneva, IL 60134

50%

SAMPLE

Officer Title		Date	
Subscribed and Sworn this	day of	, 20	025
Notary Public		-	



### 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			

### 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):						
Vendo	or Name:						
	ict Person:						
	hone:						
Pleas	e send your response to: <u>purchasing@KaneCountyIL.gov</u>						

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### REQUIRED CONTACT INFORMATION

Vendor shall provide the following contact information.

Customer Service/General Information: Ph:888-637-7661					
To place an order:	der: Name: Bid Department				
	Ph: <u>888-637-7661</u> Fax: <u>260-203-3820</u>				
	E-mail:bidorders@petroleumtraders.com				
Billing & Invoicing of	question:				
	Name: Bid Department				
	Ph: 888-637-7661				
	E-mail: jvanderpool@petroleumtraders.com				
Operation: Super	rvisor				
	Name: Joseph Vanderpool, Contract Sales Manager				
	Ph: 888-637-7661				
	E-mail: jvanderpoo@petroleumtraders.com				
Emergency Deliveries Contact (24-hour answering service):					
	Name: Bid Department				
	Ph: <u>888-637-7761</u>				
	E-mail: bidorders@petroleumtraders.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 require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER				CONTACT NAME:						
XYZ Insurance Company				PHONE   FAX   (A/C, No, Ext):   (A/C, No):						
					E-MAIL ADDRESS:					
					INSURER(S) AFFORDING COVERAGE					NAIC#
					INSURER A :AM Best A Rated Carrier					
INS	IRED				INSURER B :AM Best A Rated Carrier					
AB	ABC Company					RC:AM Bes				
					INSURE			4010		
					INSURE	RE:	22-22-12-22-22-22-22-22-22-22-22-22-22-2			
					INSURE	RF:				
CO	VERAGES CEF	TIFI	CATI	E NUMBER: 1738544639	9			REVISION NUMBER:		
IN C	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PERT POLI	REME FAIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN	Y CONTRACT THE POLICIE	OR OTHER I	DOCUMENT WITH RESPECT D HEREIN IS SUBJECT TO	T TO W	HICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	*	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMITS		
A	GENERAL LIABILITY	Y	Υ	ABC123		12/1/2014	12/1/2015		51,000,00	00
	X COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED	100,000	
	CLAIMS-MADE X OCCUR								1,000,00	
								, , , , , ,	1,000,00	
									2,000,00	
	GEN'L AGGREGATE LIMIT APPLIES PER:								2,000,00	
	POLICY PRO- JECT LOC							3		
A	AUTOMOBILE LIABILITY	Υ	Υ	ABC123		12/1/2014	12/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$	1,000,00	00
	X ANY AUTO			Assistance of the section of the sec				BODILY INJURY (Per person) \$		
	ALL OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident) \$	5	
	HIRED AUTOS NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident) \$	5	
								\$	\$	
В	X UMBRELLA LIAB X OCCUR			ABC123		12/1/2014	12/1/2015	EACH OCCURRENCE \$	5,000,00	00
	EXCESS LIAB CLAIMS-MADE							AGGREGATE \$	5,000,00	00
	DED RETENTION\$							\$	3	
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Υ	ABC123		12/1/2014	12/1/2015	X WC STATU- OTH- TORY LIMITS ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT \$	1,000,00	00
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE \$	1,000,00	00
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	61,000,00	00
										1
										1
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	Attach	ACORD 101, Additional Remarks	Schedule	, if more space is	required)			
RE: PLE	Job No./Event/Project ASE INCLUDE COPY OF ENDOR:	SEM	ENT	s						
cont	nty of Kane is included as additiona ract (Per CG 2010 & CG2037 or eq ver of Subrogation on General Liab	uival	lent).						red by	written
vvai :	ver of Subrogation on General Llab.	iity, z	nuio,	, a vv.o in lavor or the a	iduitioi	ar moureus	ab roquirou	by whiter contract.		
CEI	RTIFICATE HOLDER				CANC	ELLATION				
	County of Kane 719 Batavia Ave Bldg A				THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE CAI EREOF, NOTICE WILL BE EY PROVISIONS.		
	Geneva IL 60134			İ	AUTHOR	RIZED REPRESEN	TATIVE			
					Gain	. Authorized -	Segnature			
V = 11						@ 400	10 2040 ACC	ODD CODDODATION AL	1 -1 -1 -1	

### **IMPORTANT**

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

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

### DISCLAIMER

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

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

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

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location(s) of Covered Operations
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
  - 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
- 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.

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if 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.



PO BOX 2357 Fort Wayne, IN 46801-2357 888-637-7661

### **Contractor Disclosure**

As of July 29,2025, Petroleum Traders Corporation, 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 Petroleum Traders Corporation:

Michael Himes PO BOX 2357 Fort Wayne, IN 46801-2357

Linda Stephens, Vice President

07/29/2025

Amanda Perry, Notary Public My Commission Expires: 04/30/2032 AMANDA PERRY
Notary Public, State of Indiana
Allen County

\*\* SEAL

\*\* Commission Number NP0756189

My Commission Expires
April 30, 2032



PO BOX 2357 Fort Wayne, IN 46801-2357 888-637-7661

### Familial Relationship Disclosure

As of July 29,2025, Petroleum Traders Corporation, 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.

Luile Stephen	07/29/2025	
Officer Linda Stephens, Vice President	Date	
Subscribed and Sworn this29th day ofJuly	, 2025.	
Amounda Cerras		

Notary Public

Amanda Perry

My Commission Expires: 04/30/2032

AMANDA PERRY
Notary Public, State of Indiana
Allen County
Commission Number NP0756199
My Commission Expires
April 30, 2032

# COUNTY of KANE PURCHASING DEPARTMENT KANE COUNTY GOVERNMENT CENTER

Tim Keovongsak, CPPB Director of Purchasing



719 S. Batavia Ave., Bldg. A 2<sup>nd</sup> 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?
- 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.
- Q. Would you be willing to accept a price letter with your invoices rather than the copywritten 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? Current contract expires in November. A. Who is your current fuel provider? Q. 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. Is your intention to award this to one vendor or split the award? Q. 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). A. 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. For the tanker loads do you order split loads (one truck, two different site deliveries)?
- A. No.
- 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.
- Q. Can you confirm there are not bonds or other forms of bid security requirements for this bid.
- A. No bid bond.
- Q. Can you provide any applicable tax exemption certificates.
- A. Yes. Available upon award.
- Q. Can we no bid the tank wagon locations and still be awarded the tractor trailer locations
- 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.

Sincerely,
70m Laird
Tom Laird
Assistant Director of Purchasing

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

	GASOLINE - KDOT			
Bid Item #1	and 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	
rancon on co, cheman, in			+ 1,100,100.00	
Bid Item #2-Sheriff Office	GASOLINE - Sheriff	Est. Quantity	Est. Total Cost	
Petroleum Traders - Fort Wayne, IN	\$ 3.1453	57,886	\$ 182,068.84	
Al Warren Oil Co., Inc - Hammond, IN	\$ 2.8237	57,886	\$ 163,452.70	
Mansfield Oil - Gainsville, GA	\$ 3.0231	57,886	\$ 174,995.17	
Arneson Oil Co., - Sheridan, IL	\$ 2.9387	57,886	\$ 170,109.59	
D: 1 14 #0 F + D	GASOLINE - Forest			
Bid Item #2-Forest Preserve	Preserve	Est. Quantity	Est. Total Cost	
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	
	Rio Diosol #2 R5			
Bid Item #3	Bio Diesel #2 - B5			
-	(KDOT, City of Aurora)	Est. Quantity	Est. Total Cost	
Petroleum Traders - Fort Wayne, IN	(KDOT, City of Aurora) \$ 3.9886	88,000	\$ 350,996.80	
Petroleum Traders - Fort Wayne, IN Al Warren Oil Co., Inc - Hammond, IN	(KDOT, City of Aurora) \$ 3.9886 \$ 4.0046	88,000 88,000	\$ 350,996.80 \$ 352,404.80	
Petroleum Traders - Fort Wayne, IN	(KDOT, City of Aurora)  \$ 3.9886 \$ 4.0046 \$ 4.0365	88,000 88,000 88,000	\$ 350,996.80 \$ 352,404.80 \$ 355,212.00	
Petroleum Traders - Fort Wayne, IN Al Warren Oil Co., Inc - Hammond, IN	(KDOT, City of Aurora) \$ 3.9886 \$ 4.0046	88,000 88,000	\$ 350,996.80 \$ 352,404.80	
Petroleum Traders - Fort Wayne, IN Al Warren Oil Co., Inc - Hammond, IN Mansfield Oil - Gainsville, GA	(KDOT, City of Aurora)  \$ 3.9886 \$ 4.0046 \$ 4.0365 \$ 4.0496	88,000 88,000 88,000	\$ 350,996.80 \$ 352,404.80 \$ 355,212.00	
Petroleum Traders - Fort Wayne, IN Al Warren Oil Co., Inc - Hammond, IN Mansfield Oil - Gainsville, GA Arneson Oil Co., - Sheridan, IL	(KDOT, City of Aurora)  \$ 3.9886 \$ 4.0046 \$ 4.0365	88,000 88,000 88,000 88,000	\$ 350,996.80 \$ 352,404.80 \$ 355,212.00 \$ 356,364.80	
Petroleum Traders - Fort Wayne, IN Al Warren Oil Co., Inc - Hammond, IN Mansfield Oil - Gainsville, GA Arneson Oil Co., - Sheridan, IL  Bid Item #4A - Sheriff Office	(KDOT, City of Aurora) \$ 3.9886 \$ 4.0046 \$ 4.0365 \$ 4.0496  Bio Diesel #2 - B5 Sheriff	88,000 88,000 88,000 88,000 Est. Quantity	\$ 350,996.80 \$ 352,404.80 \$ 355,212.00 \$ 356,364.80 Est. Total Cost	
Petroleum Traders - Fort Wayne, IN Al Warren Oil Co., Inc - Hammond, IN Mansfield Oil - Gainsville, GA Arneson Oil Co., - Sheridan, IL  Bid Item #4A - Sheriff Office  Petroleum Traders - Fort Wayne, IN	(KDOT, City of Aurora) \$ 3.9886 \$ 4.0046 \$ 4.0365 \$ 4.0496  Bio Diesel #2 - B5 Sheriff \$ 5.1762	88,000 88,000 88,000 88,000 Est. Quantity 88,000	\$ 350,996.80 \$ 352,404.80 \$ 355,212.00 \$ 356,364.80 Est. Total Cost \$ 455,505.60	
Petroleum Traders - Fort Wayne, IN Al Warren Oil Co., Inc - Hammond, IN Mansfield Oil - Gainsville, GA Arneson Oil Co., - Sheridan, IL  Bid Item #4A - Sheriff Office  Petroleum Traders - Fort Wayne, IN Al Warren Oil Co., Inc - Hammond, IN	(KDOT, City of Aurora) \$ 3.9886 \$ 4.0046 \$ 4.0365 \$ 4.0496  Bio Diesel #2 - B5 Sheriff \$ 5.1762 \$ 4.0746	88,000 88,000 88,000 88,000 Est. Quantity 88,000 88,000	\$ 350,996.80 \$ 352,404.80 \$ 355,212.00 \$ 356,364.80 Est. Total Cost \$ 455,505.60 \$ 358,564.80	
Petroleum Traders - Fort Wayne, IN Al Warren Oil Co., Inc - Hammond, IN Mansfield Oil - Gainsville, GA Arneson Oil Co., - Sheridan, IL  Bid Item #4A - Sheriff Office  Petroleum Traders - Fort Wayne, IN Al Warren Oil Co., Inc - Hammond, IN Mansfield Oil - Gainsville, GA	(KDOT, City of Aurora) \$ 3.9886 \$ 4.0046 \$ 4.0365 \$ 4.0496  Bio Diesel #2 - B5 Sheriff \$ 5.1762 \$ 4.0746 \$ 4.3884	88,000 88,000 88,000 88,000 Est. Quantity 88,000 88,000	\$ 350,996.80 \$ 352,404.80 \$ 355,212.00 \$ 356,364.80 Est. Total Cost \$ 455,505.60 \$ 358,564.80 \$ 386,179.20	
Petroleum Traders - Fort Wayne, IN Al Warren Oil Co., Inc - Hammond, IN Mansfield Oil - Gainsville, GA Arneson Oil Co., - Sheridan, IL  Bid Item #4A - Sheriff Office  Petroleum Traders - Fort Wayne, IN Al Warren Oil Co., Inc - Hammond, IN	(KDOT, City of Aurora) \$ 3.9886 \$ 4.0046 \$ 4.0365 \$ 4.0496  Bio Diesel #2 - B5 Sheriff \$ 5.1762 \$ 4.0746	88,000 88,000 88,000 88,000 Est. Quantity 88,000 88,000	\$ 350,996.80 \$ 352,404.80 \$ 355,212.00 \$ 356,364.80 Est. Total Cost \$ 455,505.60 \$ 358,564.80	
Petroleum Traders - Fort Wayne, IN Al Warren Oil Co., Inc - Hammond, IN Mansfield Oil - Gainsville, GA Arneson Oil Co., - Sheridan, IL  Bid Item #4A - Sheriff Office  Petroleum Traders - Fort Wayne, IN Al Warren Oil Co., Inc - Hammond, IN Mansfield Oil - Gainsville, GA	(KDOT, City of Aurora) \$ 3.9886 \$ 4.0046 \$ 4.0365 \$ 4.0496  Bio Diesel #2 - B5 Sheriff \$ 5.1762 \$ 4.0746 \$ 4.3884 \$ 4.1896	88,000 88,000 88,000 88,000 Est. Quantity 88,000 88,000	\$ 350,996.80 \$ 352,404.80 \$ 355,212.00 \$ 356,364.80 Est. Total Cost \$ 455,505.60 \$ 358,564.80 \$ 386,179.20	
Petroleum Traders - Fort Wayne, IN Al Warren Oil Co., Inc - Hammond, IN Mansfield Oil - Gainsville, GA Arneson Oil Co., - Sheridan, IL  Bid Item #4A - Sheriff Office  Petroleum Traders - Fort Wayne, IN Al Warren Oil Co., Inc - Hammond, IN Mansfield Oil - Gainsville, GA	(KDOT, City of Aurora) \$ 3.9886 \$ 4.0046 \$ 4.0365 \$ 4.0496  Bio Diesel #2 - B5 Sheriff \$ 5.1762 \$ 4.0746 \$ 4.3884 \$ 4.1896	88,000 88,000 88,000 88,000 Est. Quantity 88,000 88,000 88,000	\$ 350,996.80 \$ 352,404.80 \$ 355,212.00 \$ 356,364.80 Est. Total Cost \$ 455,505.60 \$ 358,564.80 \$ 386,179.20 \$ 368,684.80	
Petroleum Traders - Fort Wayne, IN Al Warren Oil Co., Inc - Hammond, IN Mansfield Oil - Gainsville, GA Arneson Oil Co., - Sheridan, IL  Bid Item #4A - Sheriff Office  Petroleum Traders - Fort Wayne, IN Al Warren Oil Co., Inc - Hammond, IN Mansfield Oil - Gainsville, GA Arneson Oil Co., - Sheridan, IL  Bid Item #4B - Forest Preserve	(KDOT, City of Aurora) \$ 3.9886 \$ 4.0046 \$ 4.0365 \$ 4.0496  Bio Diesel #2 - B5 Sheriff \$ 5.1762 \$ 4.0746 \$ 4.3884 \$ 4.1896  Bio Diesel #2 - B5 Forest Preserve	88,000 88,000 88,000 88,000 Est. Quantity 88,000 88,000 88,000	\$ 350,996.80 \$ 352,404.80 \$ 355,212.00 \$ 356,364.80 Est. Total Cost \$ 455,505.60 \$ 358,564.80 \$ 386,179.20 \$ 368,684.80 Est. Total Cost	
Petroleum Traders - Fort Wayne, IN Al Warren Oil Co., Inc - Hammond, IN Mansfield Oil - Gainsville, GA Arneson Oil Co., - Sheridan, IL  Bid Item #4A - Sheriff Office  Petroleum Traders - Fort Wayne, IN Al Warren Oil Co., Inc - Hammond, IN Mansfield Oil - Gainsville, GA Arneson Oil Co., - Sheridan, IL  Bid Item #4B - Forest Preserve  Petroleum Traders - Fort Wayne, IN	(KDOT, City of Aurora) \$ 3.9886 \$ 4.0046 \$ 4.0365 \$ 4.0496  Bio Diesel #2 - B5 Sheriff \$ 5.1762 \$ 4.0746 \$ 4.3884 \$ 4.1896  Bio Diesel #2 - B5 Forest Preserve \$ 4.6662	88,000 88,000 88,000 88,000 Est. Quantity 88,000 88,000 88,000 Est. Quantity 88,000	\$ 350,996.80 \$ 352,404.80 \$ 355,212.00 \$ 356,364.80 Est. Total Cost \$ 455,505.60 \$ 358,564.80 \$ 386,179.20 \$ 368,684.80 Est. Total Cost \$ 410,625.60	
Petroleum Traders - Fort Wayne, IN Al Warren Oil Co., Inc - Hammond, IN Mansfield Oil - Gainsville, GA Arneson Oil Co., - Sheridan, IL  Bid Item #4A - Sheriff Office  Petroleum Traders - Fort Wayne, IN Al Warren Oil Co., Inc - Hammond, IN Mansfield Oil - Gainsville, GA Arneson Oil Co., - Sheridan, IL  Bid Item #4B - Forest Preserve  Petroleum Traders - Fort Wayne, IN Al Warren Oil Co., Inc - Hammond, IN	(KDOT, City of Aurora) \$ 3.9886 \$ 4.0046 \$ 4.0365 \$ 4.0496  Bio Diesel #2 - B5 Sheriff \$ 5.1762 \$ 4.0746 \$ 4.3884 \$ 4.1896  Bio Diesel #2 - B5 Forest Preserve \$ 4.6662 \$ 4.0796	88,000 88,000 88,000 88,000 88,000 88,000 88,000 88,000 88,000 88,000 88,000	\$ 350,996.80 \$ 352,404.80 \$ 355,212.00 \$ 356,364.80 Est. Total Cost \$ 455,505.60 \$ 358,564.80 \$ 386,179.20 \$ 368,684.80 Est. Total Cost \$ 410,625.60 \$ 359,004.80	
Petroleum Traders - Fort Wayne, IN Al Warren Oil Co., Inc - Hammond, IN Mansfield Oil - Gainsville, GA Arneson Oil Co., - Sheridan, IL  Bid Item #4A - Sheriff Office  Petroleum Traders - Fort Wayne, IN Al Warren Oil Co., Inc - Hammond, IN Mansfield Oil - Gainsville, GA Arneson Oil Co., - Sheridan, IL  Bid Item #4B - Forest Preserve  Petroleum Traders - Fort Wayne, IN	(KDOT, City of Aurora) \$ 3.9886 \$ 4.0046 \$ 4.0365 \$ 4.0496  Bio Diesel #2 - B5 Sheriff \$ 5.1762 \$ 4.0746 \$ 4.3884 \$ 4.1896  Bio Diesel #2 - B5 Forest Preserve \$ 4.6662	88,000 88,000 88,000 88,000 Est. Quantity 88,000 88,000 88,000 Est. Quantity 88,000	\$ 350,996.80 \$ 352,404.80 \$ 355,212.00 \$ 356,364.80 Est. Total Cost \$ 455,505.60 \$ 358,564.80 \$ 386,179.20 \$ 368,684.80 Est. Total Cost \$ 410,625.60	

Bid Item #5 - KDOT	1 Clear - 50% #2 er Blend (KDOT)	Est. Quantity	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 Itams #6 City of Aurora		% #1 Clear - 20% -			
Bid Item #6 - City of Aurora	80% 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	Generators					
Diesel #2 - B5	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 - (0	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		Generators					
Diesel #2 - B5		Gasoline (City of					
Diesei #2 - B5		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		



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/26/2024

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Cindy Surfus	
Lupke Rice Insurance 127 W. Berry Street, Ste 500 Fort Wayne IN 46802		PHONE (A/C, No, Ext): 260-424-4150	FAX (A/C, No): 260-424-4187
		E-MAIL ADDRESS: csurfus@lupkerice.com	
		INSURER(S) AFFORDING COVERAGE	NAIC#
		INSURER A: Ironshore Specialty Insurance Co	
INSURED To all the Community	PETRTRA-01	INSURER B: Ohio Security Insurance Company	24082
Petroleum Traders Corporation P.O. Box 2357		INSURER C:	
Fort Wayne IN 46801		INSURER D:	
		INSURER E :	
		INSURER F:	
COVERAGES	CERTIFICATE NUMBER: 835878748	REVISION NUM	MBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR			IEPUW0013197702	9/1/2024	9/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 500,000
							MED EXP (Any one person)	\$ 25,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	X POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
Α	AUTOMOBILE LIABILITY			IEPUW0013197702	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
Α	UMBRELLA LIAB X OCCUR			XSCUW0013197802	9/1/2024	9/1/2025	EACH OCCURRENCE	\$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 10,000,000
	DED X RETENTION \$ 0							\$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			XWS(24) 59 06 94 51	9/1/2024	9/1/2025	X PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)  If yes, describe under						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
А	Pollution Third Party On-Site Pollution			IEPUW0013197702	9/1/2024	9/1/2025	Limit Limit Deductible	1,000,000 1,000,000 25,000
	PIRTION OF OPERATIONS / LOCATIONS / VEHICL						Types	

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

County of Kane is an additional insured under the general liability and automobile liability per form IE.COV.EPIC.001 (05/13) and includes primary and non-contributory, when required in a written contract. A waiver of subrogation applies to the general liability and automobile liability per form IE.COV.EPIC.001 (05/13) and to the workers compensation per form WC000313 04/84, when required in a written contract. Excess liability is following form

CERTIFICATE HOLDER	CANCELLATION
County of Kane 719 Batavia Ave., Bldg A	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Geneva IL 60134	AUTHORIZED REPRESENTATIVE  D. H.
	A 4000 COAF A CORD CORDORATION AND LIKE

Chicago, IL OPIS CONTRACT BENCHMARK Daily 07/25/2025
\*\*OPIS Gross Ultra Low Sulfur No. 1 Prices\*\*

			Te	rms	Ţ	ULS
BP		b	125	5-3	2.	9230
Citgo	)	u	1-1	10	2.	7460
Citgo	)	b	1-1	10	2.	7460
Marat	hon	u	N-1	10	3.0	0390
Marat	hon	b	1-1	10	3.0	0747
Conti	ract	Low			2.	7460
Conti	cact	High	n		3.0	0747
Conti	cact	Avei	rage	9	2.	9057
Cont	Bran	nded	Lov	V	2.	7460
Cont	Bran	nded	Hic	gh	3.0	0747
Cont	Bran	nded	Avo	J	2.5	9146
Cont	Unbi	ande	ed I	MOL	2.	7460
Cont	Unbi	cande	ed F	ligh	3.0	0390
Cont	Unbi	ande	ed I	Avg	2.8	3925

### Chicago, IL OPIS CONTRACT BENCHMARK Daily 07/25/2025 \*\*OPIS Gross Ultra Low Sulfur No.1 Red Dye Prices\*\*

			Ter	ms	UI	S
Citgo		u	1-1	0	2.75	10
Citgo		b	1-1	0	2.75	10
Marat	hon	u	N-1	0	3.04	90
Marat	hon	b	1-1	0	3.08	48
Contr	act L	OW		1	2.75	10
Contr	act H	igh	e e		3.08	48
Contr	act A	ver	age		2.90	90
Cont 1	Brand	ed	Low		2.75	10
Cont 1	Brand	ed	High	h	3.08	48
Cont 1	Brand	ed	Avg		2.91	79
Cont I	Unbra	nde	d L	WC	2.75	10
Cont I	Unbra	nde	d H	igh	3.04	90
Cont 1	Unbra	nde	d A	vg	2.90	00

### Chicago, IL OPIS CONTRACT BENCHMARK \*\*OPIS Gross B5 SME Prices\*\*

Daily 07/25/2025

Terms	ULS No.2	ULS2 RD	ULS2 WNT	ULS2D WNT
Marathon u N-10	2.3930	2.3980	2.5895	2.5945
Marathon b 1-10	2.4222	2.4273	2.6207	2.6258
XOM b 125-3	2.4971		2.4971	
Contract Low	2.3930	2.3980	2.4971	2.5945
Contract High	2.4971	2.4273	2.6207	2.6258
Contract Average	2.4374	2.4127	2.5691	2.6102
Cont Branded Low	2.4222	2.4273	2.4971	2.6258
Cont Branded High	2.4971	2.4273	2.6207	2.6258
Cont Branded Avg	2.4597	2.4273	2.5589	2.6258
Cont Unbranded Low	2.3930	2.3980	2.5895	2.5945
Cont Unbranded High	2.3930	2.3980	2.5895	2.5945
Cont Unbranded Avg	2.3930	2.3980	2.5895	2.5945

Chicago, IL OPIS CONTRACT BENCHMARK

\*\*OPIS Gross RFG Ethanol 10% Prices\*\*

		Terms	Unl	Mid	Pre
Shell	u	N-10	2.4910		
Shell	b	125-3	2.0932	2.4628	3.1413
BP	u	N-10	2.0228	2.4998	3.0728
BP	b	125-3	2.0851	2.5311	3.0371
Sunoco	b	125-3	2.0860		2.9760
Citgo	u	1-10	2.1818	2.5152	3.1313
Citgo	b	1-10	2.0742	2.4480	3.0338
Marathon	u	N-10	2.0185	2.3352	2.9685
Marathon	b	1-10	2.0843	2.4042	3.0439
MOX	u	Net	2.1700		3.0930
XOM	b	125-3	2.0845	2.5402	2.9958
PSX	b	1-10	2.0810	2.4244	3.0709
MPC-ARCO	b	1-10	2.0843	2.4042	3.0439
Contract	Low	4	2.0185	2.3352	2.9685
Contract	High	1	2.4910	2.5402	3.1413
Contract	Aver	rage	2.1197	2.4565	3.0507
Cont Bran	ded	Low	2.0742	2.4042	2.9760
Cont Bran	ded	High	2.0932	2.5402	3.1413
Cont Bran	ded	Avg	2.0841	2.4593	3.0428
Cont Unbr	ande	ed Low	2.0185	2.3352	2.9685
Cont Unbr	ande	d High	2.4910	2.5152	3.1313
Cont Unbr	ande	ed Avg	2.1768	2.4501	3.0664