

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

THERESA DOBERSZTYN, C.P.M., CPPB
Director of Purchasing



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

INVITATION TO BID

BID NUMBER: 45-019 GASOLINE & DIESEL FUEL

DATE: SEPTEMBER 27, 2019

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

GENERAL REQUIREMENTS:

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

- Signed Offer to Contract Form
- Contractor Disclosure Statement
(Section 31 of Terms and Conditions – see attached sample)
- Familial Relationship (see attached Public Act 101-0544)
- References
- Certificate of Insurance – see attached sample

SUBMISSION LOCATION:

County of Kane
Purchasing Department, Bldg., A., Rm#211, 212, or 214.
719 S. Batavia Avenue
Geneva, Illinois 60134

SUBMISSION TIME & DATE:

3:00 p.m., CST on Wednesday, October 16, 2019
Bids received after the submittal time will be rejected and returned unopened to the sender.

CONTACT PERSON:

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

ALL QUESTIONS PERTAINING TO THIS BID AND/OR THE SCOPE OF SERVICES SHOULD BE DIRECTED TO THE PURCHASING OFFICE AS LISTED ON THE COVER SHEET, **NO LATER THAN 10:30 AM., OCTOBER 9, 2019, FAX AND E-MAIL ACCEPTED.** FAX questions to (630) 208-5107 or E-mail **PURCHASING@CO.KANE.IL.US**

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

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

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

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

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

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

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

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

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

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

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

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

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

23. **PREVAILING WAGE RATES**

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

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

CERTIFIED PAYROLL REQUIREMENTS: (Public Act 94-0515)

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

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

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

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

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

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

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

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

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

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

- i) Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.
- c) Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and/or trailer and other equipment required to be licensed, with limits of not less than the following:

Each Person for Bodily Injury	\$1,000,000
Each Occurrence for Bodily Injury	\$1,000,000
Each Occurrence for Property Damage	\$1,000,000
Or - Combined Single Limit	\$1,000,000
- d) Statutory Worker's Compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including Occupational Disease Act provisions, for employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide this insurance. In case employees are engaged in work under this contract and are not protected under the Workers Compensation and Occupational Disease Act, the Contractor shall provide, and shall cause Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.
- e) Umbrella Liability:

Aggregate Limits	\$5,000,000
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Vendor to furnish a copy of the Endorsement showing Kane County as an additional named insured on the General Liability, Auto, and Excess policies.

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

28. BID DEPOSIT - (Not Applicable to Bid 45-019)

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

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

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

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

When noted in the specifications, the County reserves the right to require the successful bidder to supply a Performance Bond and a Labor and Materials Bond within ten (10) calendar days of acceptance of the Vendor's bid by the County. The bonds, unless otherwise specified by the Director of Purchasing, shall be 100% of the total contract price. ***(Not Applicable to Bid 45-019)***

30. FAILURE TO FURNISH BOND - (Not Applicable to Bid 45-019)

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

31. **CONTRACTOR DISCLOSURE**

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

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

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

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

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

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

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

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

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

32. COMMUNICATION DURING THE PROCUREMENT PROCESS

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

33. ILLINOIS NON-APPROPRIATION CLAUSE:

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

34. TERMINATION FOR CAUSE:

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

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

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

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

35. **LITIGATION:**

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

36. **HOLIDAY SCHEDULE: 2019**

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 (April 19), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day Following Thanksgiving Day and Christmas Day.

37. **COMPLAINT AND DISPUTE RESOLUTIONS:**

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

38. **PROPRIETARY INFORMATION**

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

39. Joint Purchasing Program Initiative: 2019 - (Not Applicable to Bid 45-019)

1. 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.
2. 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 college district, any public building commission, the State of Illinois, any agency of the State government or 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.
3. 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.
4. 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.

40. SECURITY (GENERAL): (Not Applicable to Bid 45-019)

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: 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 warrant through the National Computer System (NCIC)
- K. Check of Computerized Criminal History (CCH)
- L. If requested to do so, all employees of the contractor and subcontractor assigned to this project shall be requested to submit to supplying a complete set of fingerprints if requested by the County or the Sheriff. **Employees of the Contractor and Subcontractor assigned to this project may be requested to submit to a drug test if requested by the County or the Sheriff.**
- M. The County or the Sheriff reserves the rights not to allow employees of the Contractor or any Subcontractor onto the premises should a criminal background check reveal a positive response.

Transportation Off-Site.

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

CRIMINAL BACKGROUND HISTORY CHECKS.

- O. Contractors acknowledges that the "Adult Justice Center" is located in the public building and 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.

STATEMENT OF WORK For GASOLINE & DIESEL FUEL

I. OVERVIEW

The County of Kane is accepting competitive sealed bids from qualified and authorized Vendors for the purchase and bulk delivery of No-Lead Gasoline and Diesel Fuel. Delivery locations to include the Kane County Sheriff's Office, Kane County Division of Transportation (KDOT), Kane County Forest Preserve District, and the City of Aurora, and ANY GOVERNMENTAL UNIT (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 manufacture 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 sale and services per 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 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

1. Your bid shall be based on the LOW RACK calculated against the prices quoted for the Chicago Market in the "OPIS WHOLESALE RACKS" daily price list dated for Friday, October 11, 2019 and shall be included with bid submittal package. For evaluation purpose, we will use the most popular time reported from all responses or per best interest of the County.
2. The above-mentioned OPIS published price list for the Chicago Market will be used throughout this one (1) year Contract, commencing from December 2, 2019, through November 30, 2020. All invoices shall include a copy of the current OPIS published price list reported at the time of purchase and shall be attached to invoices submitted for payment.
3. Gasoline is to be NO-LEAD Regular Gasoline with an Octane value of 87. Gasoline will also be required to meet Reformulated Gasoline specifications in accordance with EPA requirements as stated under the 1990 Clean Air Act Amendments. Fuel formulation for gasoline is not to exceed 10% ethanol.
4. Tanks shall be dipped before and after each delivery to verify delivery load. Authorized County personnel shall be present.
5. Delivery shall be made within 24 hours from request. Delivery times are 7a.m. to 2 p.m., Monday thru Friday, unless it is an emergency, Saturday or Sunday deliveries are a possibility in the winter.
6. Applicable taxes shall not be included in the bid prices.

7. Each delivery is to be billed separately to the Department or Governmental Units that ordered the shipment. Kane County will not be held responsible for any other governmental unit's liabilities created by the purchase of gasoline, diesel fuel, or other items.
8. The Vendor shall submit an invoice for each delivery, which will include a metered delivery receipt, current OPIS price list for the Chicago Market, and send all correspondence regarding billing to the Department or Governmental Units responsible for the shipment.
9. KANE COUNTY DOES NOT PAY FEDERAL TAXES OR RESALE TAXES.
10. 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 thru March as determined by the customer. Vendor shall indicate winter blend fuel combinations if different than suggested to prevent gelling. Winterized diesel ordered during this period shall not jells and any variation, recommendation, or markup cost can be inserted in the additional comments section of the Offer to Contract page for consideration. The requirement for the City of Aurora winter blend diesel is a combination of 20% #1 and 80% #2. The winter blend requirement for the Transportation Department is 50% #1 clear and 50% #2.

11. It is the intention of Kane County to award the entire fuel purchase contract to the lowest responsive, responsible bidder providing the lowest pricing (markup percentage) per bid specifications and requirements. Kane County reserves the right to make multiple awards if it is in the best interest of the County to do so.
12. NO FEDERAL EXCISE TAX IS TO BE BILLED ON INVOICES. THIS IS THE RESPONSIBILITY OF THE VENDOR TO HANDLE.
 - 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 Sheriff's Office (Adult Corrections) 777 E. Fabyan Pkwy, Geneva, IL 60134	1	12,000	Gasoline
KDOT 41W011 Burlington Rd. St. Charles, IL 60175	1	10,000	Gasoline
	2	10,000	Diesel
City of Aurora 720 N. Broadway Aurora, IL 60607	2	20,000	Gasoline
	1	20,000	Diesel

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

A. Agency/Locations:

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

Forest Preserve District's Cond't:

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

C. Estimated Quantities – Kane County Forest Preserve District

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

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

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, generators at the following City of Aurora locations. There is one (1) tank per each location name/address:

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

B. Central Service - City of Aurora, IL				
Generator Name	Address - Generator Location	Fuel Type	Tank Size	Tank Type
Cent Service APD HC	1200 East Indian Trail	Off Road Diesel	3000	Above
Cent Service APD HC	1200 East Indian Trial	Off Road Diesel	3000	Above
<i>** This is a Mission Critical Location, As-Needed service, tank must not fall below ¾ full. Frequency of Delivery – 3x/year.</i>				

C. Fire Station - City of Aurora, IL				
Generator Name	Address - Generator 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	Off Road Diesel	4000	Under
Fire Station #3	600 West Indian Trail	Off Road Diesel	1000	Above
Fire Station #8	3700 McCoy Drive	Off Road Diesel	1000	Above
Fire Station #1	75 North Broadway Street	Regular Gasoline	3000	Under
<i>As-Needed service, typically filled in same day (approximately 3-4 hour drive time). Frequency of Delivery – Approximately 9-10 month.</i>				

D. Park Maintenance				
Generator Name	Address - Generator Location	Fuel Type	Tank Size	Tank Type
Phillips Park Maintenance	901 Ray Moses Drive	Off Road Diesel	1000	Above
Philips Park Maintenance	901 Ray Moses Drive	Regular Gasoline	1000	Above
<i>** As-Needed service. Frequency of Delivery – 3x/year.</i>				

E. Aurora Airport – Sugar Grove, IL				
Generator Name	Address - Generator Location	Fuel Type	Tank Size	Tank Type
Aurora Airport	43W636 US Route 30 Sugar Grove, IL	Off Road Diesel	1000	Above
Aurora Airport	43W636 US Route 30 Sugar Grove, IL	Regular Gasoline	1000	Above
<i>** As-Needed service. Frequency of Delivery – 3x/year.</i>				

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
<i>** As-Needed service. Frequency of Delivery – 3x/year.</i>				

G. Golf Course – City of Aurora, IL				
Generator Name	Address - Generator 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
<i>** As-Needed service. Frequency of Delivery – 3x/year.</i>				

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
KANE COUNTY SHERIFF	65,000
DIVISION OF TRANSPORTATION (KDOT)	40,000
CITY OF AURORA	290,000
Total	395,000

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

Locations	No-Lead Gasoline
KANE FOREST PRESERVE DISTRICT	57,886
Total	57,886

3. Ultra Low Sulfur #2 Biodiesel (B5) Fuel & 50/50 Winter Blend Fuel

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

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

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

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

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

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

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

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

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

*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** (☒) **NO** () (Check One) Upon Mutual Agreement

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

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

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 reserve the right to add additional fuel items.

C. CONTRACT

1. Contract Terms:

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

D. RESPONSE INSTRUCTIONS

An original BID response, marked as "**original**" (with all submittal requirements) four (4) paper copies, and one (1) PDF electronic copy on CD or Flash Drive shall be returned in a sealed package or envelope bearing the name and address of the respondent and be labeled "**45-018 GASOLINE & DIESEL FUEL.**" Your bid response may be mailed or hand delivered as follows:

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

ALL QUESTIONS PERTAINING TO THIS REQUEST AND/OR THE SCOPE OF SERVICES SHOULD BE DIRECTED TO THE PURCHASING OFFICE AS LISTED ON THE COVER SHEET, NO LATER THAN OCTOBER 9, 2019, FAX AND E-MAILED ACCEPTED.

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

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

**KANE COUNTY
OFFER TO CONTRACT FORM
For
45-019 GASOLINE & DIESEL FUEL**

Bid Due Date & Time: 3:00 p.m., CST on Wednesday, October 16, 2019

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

Submitted By: Petroleum Traders Corporation

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.
 - A. *The Vendor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.*
 1. *the Vendor has examined the Contractor Disclosure (Section 31) and Familial Relationship (attached Public Act 101-0544) of the Instruction to Bidders, and has included or provided a certified document list all cumulative campaign contributions made within the past twelve months, to any current or county-wide elected officer, and ownership interest in entity greater than five percent and compliance with Public Act 101-0544.*
 - B. For purposes of this offer, the terms Offerer, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
 - A. All bid documents have been examined: Instructions to Bidder, Statement of Work, and the following addenda:
No. 1, 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 purpose and not a guarantee purchase amount. Purchase will based on an as-needed basis and per specified locations.

III. **BASE BID**

For cost comparison and bid evaluation purpose, all pricing shall be based on the OPIS WHOLESale for daily LOW RACK refinery price list dated **Friday, October 11, 2019**. A copy of the refinery price list used for this bid shall be included in your bid submittal. The current OPIS published price list report shall be attached to invoice per each billing cycle throughout this one (1) year Contract, commencing December 2, 2019, through November 30, 2020 or upon execution by the Kane County Board. Purchase and delivery of gasoline and diesel fuel is on an as-needed basis.

A. **FUEL TANKS:**

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

OPIS Low Rack Cost	\$ 1.7195	Est. Quantity (Gallon)	GRAND TOTAL COST
+ Markup	\$.0269		
Total Cost per Gallon	\$ 1.7464	X 395,000	\$ 689,828

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

OPIS Low Rack Cost	\$ 1.7195	Est. Quantity (Gallon)	GRAND TOTAL COST
+ Markup	\$.2580		
Total Cost per Gallon	\$ 1.9775	X 57,886	\$ 114,469.57

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	\$ 1.8664	Est. Quantity (Gallon)	GRAND TOTAL COST
+ Markup	\$.0453		
Total Cost per Gallon	\$ 1.9117	X 88,000	\$ 168,229.60

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

OPIS Low Rack Cost	\$ 1.8664	Est. Quantity (Gallon) – May to September	GRAND TOTAL COST
+ Markup	\$.2580		
Total Cost per Gallon	\$ 2.1244	X 11,114	\$ 23,610.58

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	\$ 2.3285	Est. Quantity (Gallon)	GRAND TOTAL COST
+ Markup	\$.0564		
Total Cost per Gallon	\$ 2.3849	X 50,000	\$ 119,245.00

(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	\$ 2.0512	Est. Quantity (Gallon)	Grand Total Cost
+ Markup	\$.0564		
Total Cost per Gallon	\$ 2.1076	X 37,000	\$ 77,981.20

(December thru February)

B. GENERATORS:

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

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

OPIS Low Rack Cost	\$ 1.8714	Est. Quantity (Gallon)	GRAND TOTAL COST
+ Markup	\$.7590		
Total Cost per Gallon	\$ 2.6304	X 1,075.00	\$ 2,827.68

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	\$ 2.3360	Est. Quantity (Gallon)	GRAND TOTAL COST
+ Markup	\$.7590		
Total Cost per Gallon	\$ 3.0950	X 1,075.00	\$ 3,327.13

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

OPIS Low Rack Cost	\$ 1.8714	Est. Quantity (Gallon)	GRAND TOTAL COST
+ Markup	\$.5590		
Total Cost per Gallon	\$ 2.4304	X 40,000.00	\$ 97,216.00

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

OPIS Low Rack Cost	\$ 1.7195	Est. Quantity (Gallon)	Grand Total Cost
+ Markup	\$.3590		
Total Cost per Gallon	\$ 2.0785	X 17,000.00	\$ 35,334.50

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

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

200 - 5000 Gallons (Wagon Delivery)		7,000-10,000 Gallons (Tanker Delivery)	
OPIS Low Rack Cost	\$ 1.7195	OPIS Low Rack Cost	\$ 1.7195
+ Markup	\$.3590	+ Markup	\$.0269
Total per gallon	\$ 2.0785	Total per gallon	\$ 1.7464

- 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	\$ 1.8664	OPIS Low Rack Cost	\$ 1.8664
+ Markup	\$.2580	+ Markup	\$.0453
Total per gallon	\$ 2.1244	Total per gallon	\$ 1.9117

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

200 - 5,000 Gallons (Wagon Delivery)		7,000-10,000 Gallons (Tanker Delivery)	
OPIS Low Rack Cost	\$ 2.3285	OPIS Low Rack Cost	\$ 2.3285
+/- Markup	\$.7590	+/- Markup	\$.0564
Total per gallon	\$ 3.0875	Total per gallon	\$ 2.3849

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

	Tax	Gas	Diesel
1.	Illinois Environmental Fee	+.0080	+.0080
2.	Underground Storage Tax	+.0030	+.0030
3.	Illinois Motor Fuel Tax	+.3800	+.4550
4.	Leaking Underground Storage Tax	+.0010	+.0010

ADDITIONAL COMMENTS:

VI. **Intergovernmental Pricing:**

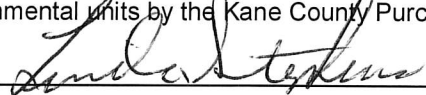
This OPTIONAL PARTICIPATION PROGRAM would be for the use of ANY TAXING BODY in Kane County who should chose to be a part of this program wherever their location. All pricing and catalog discount will be extended to other Government entities that wish to participate.

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

☒ YES

NO (Circle One)

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

Signature  Typed Signature Linda Stephens, Vice President

Company Petroleum Traders Corporation

Address 7120 Pointe Inverness Way PO BOX 2357 Fort Wayne, IN 46801-2357

Phone# 888-637-7661

Fax # 260-203-3820

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

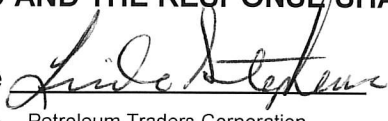
Date 10-14-2019

JOINT PURCHASING AGREEMENT

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

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

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

Signature  Typed Signature Linda Stephens, Vice President
Company Petroleum Traders Corporation
Address/City/State 7120 Pointe Inverness Way PO BOX 2357 Fort Wayne, IN 46801-2357
Phone # 888-637-7661 Fax # 260-203-3820
Federal I.D./Social Security # 35-1462227 Date 10/14/2019

ACCEPTANCE

The Offer is hereby accepted for GASOLINE & DIESEL FUEL

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

This contract shall henceforth be referred to as Contract Number **45-019**. The Vendor has been cautioned not to commence any billable work or to provide any supplies or services until said vendor receives a purchase order and or notice to proceed.

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

Date

REFERENCES

**GASOLINE & DIESEL FUEL
For
KANE COUNTY BOARD, Geneva, Illinois**

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

Offeror's Name: Petroleum Traders Corporation

1. Organization: Crystal Lake School District, IL
Address: 1204 South McHenry Avenue
City, State, Zip Code: Crystal Lake, IL 60014
Telephone Number: 815-790-7304
Contact Person: Timothy Oppenhagen
Date of Project: 7/1/2019-6/30/2020

2. Organization: Lake County Forest Preserves, IL
Address: 19808 West Grand Avenue
City, State, Zip Code: Lindenhurst, IL 60046
Telephone Number: 847-968-3375
Contact Person: Miles Wright
Date of Project: 11/21/2015-10/12/2020

3. Organization: City of Joliet, IL
Address: 1203 Cedarwood Drive
City, State, Zip Code: Joliet, IL 60403
Telephone Number: 815-582-6943
Contact Person: Manny Ponce
Date of Project: 1/1/2019-12/31/2109

4. Organization: Will County, IL
Address: 16841 West Laraway Road
City, State, Zip Code: Joliet, IL 60433
Telephone Number: 815-774-6312
Contact Person: Ray Semplinski
Date of Project: 815-774-6312

REQUIRED CONTACT INFORMATION

Vendor shall provide following contacts information.

Customer Service/General Information: Ph: 888-637-7661

To place an order: Name: Bid Department

Ph: 888-637-7661 Fax: 260-203-3820

E-mail: bidorders@petroleumtraders.com

Billing & Invoicing question:

Name: Bid Department

Ph: 888-637-7661

E-mail: gnewton@petroleumtraders.com

Operation: Supervisor

Name: Gayle Newton, Contract Sales Manager

Ph: 888-637-7661

E-mail: gnewton@petroleumtraders.com

24-hours answering service:

Ph: 800-348-3705 x1

BID SUBMITTAL CHECK LIST

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

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

 x : CONTRACTOR DISCLOSURE STATEMENT & PUBLIC ACT 101-0544 "Familial Relationship" (See attached sample)

 x : REFERENCES & CONTACT INFORMATION

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

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

 x : OPIS Wholesale Low Racks price list for Chicago Market, dated October 11, 2019

Vendor/Agency: Petroleum Traders Corporation

Address/City/State: 7120 Pointe Inverness Way PO BOX 2357 Fort Wayne, IN 46801-2357

Phone # 888-637-7661 Fax # 260-207-3820



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 XYZ Insurance Company	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED ABC Company	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A :AM Best A Rated Carrier	
	INSURER B :AM Best A Rated Carrier	
	INSURER C :AM Best A Rated Carrier	
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1738544639

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	ABC123	12/1/2014	12/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$1,000,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	ABC123	12/1/2014	12/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			ABC123	12/1/2014	12/1/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	ABC123	12/1/2014	12/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

RE: Job No./Event/Project
PLEASE INCLUDE COPY OF ENDORSEMENTS

County of Kane is included as additional insured on a primary/non-contributory basis for Commercial General Liability as required by written contract (Per CG 2010 & CG2037 or equivalent).
Waiver of Subrogation on General Liability, Auto, & W.C in favor of the additional insureds as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

County of Kane 719 Batavia Ave., Bldg A Geneva IL 60134	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>James Authorized Signature</i>

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IMPORTANT

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

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

DISCLAIMER

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

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
<div style="border: 1px solid black; width: 60%; margin: 0 auto; padding: 20px 0;">SAMPLE</div>	

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

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

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

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

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

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

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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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

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

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

YOUR LETTERHEAD
1234 South Main Street
Geneva, IL 60134

CONTRACTOR DISLCOSURE

As of January 1, 2015, 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	50%
456 Second Street	
Geneva, IL 60134	

Ms. Sue Jones	50%
456 Second Street	
Geneva, IL 60134	

Officer
Title

Date

Subscribed and Sworn this ____ day of _____, 2015

Notary Public

Sec. 5-3003. Contracts for goods and services valued at more than \$30,000.

(a) As used in this Section, "familial relationshi " means an individual's father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, and the father, mother, grandfather, or grandmother of the individual's spouse and the individual's fiance or fiancée.

(b) A 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 of 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 and any of the following individuals who have the authority to act on behalf of and with the power to bind the respective person, firm, corporation, association, agency, institution, or other legal entity: a corporate officer; a member of the corporate board of directors; a limited liability company manager; a member with management authority of a limited liability company; or a partner of a partnership.

(c) If a person, firm, corporation, association, agency, institution, or other legal entity seeking to contract with the county has a familial relationship required to be disclosed under subsection (b), then the contract may be approved or renewed by roll call vote of the county board following a recitation of the name of the county official and the nature of the familial relationship being disclosed.

(55 ILCS 5/6-31013 new)

Sec. 6-31013. Transitional audits.

(a) No later than 10 days after certification of the election results, the county board chairperson, county board president, or county executive shall notify newly elected countywide officials of the option for an auditor to conduct a transitional audit at the county's expense. An elected county auditor shall conduct the audit upon a request of the newly elected countywide official. In a county that does not have an elected county auditor, the newly elected countywide official may hire a qualified auditing firm. The county board shall pay all costs associated with an audit. The transitional audit shall examine funds expended by the official for whom the newly elected official is taking over and report if the expended funds were consistent with the county board's financial allocations to that official.

(b) A county board shall give the option for a transitional financial audit to all county officials elected in or after



PETROLEUM TRADERS CORPORATION

7120 Pointe Inverness Way
PO Box 2357
Fort Wayne, IN 46801-2357
(888) 637-7661

Contractor Disclosure

As of October 14, 2019; 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
7120 Pointe Inverness Way PO Box 2357
Fort Wayne, IN 46801-2357

Linda Stephens, Vice President
10/14/2019



Michelle Beard, Notary Public
My Commission Expires: 6/10/2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/23/2019

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
Lupke Rice Insurance
127 W. Berry Street, Ste 500
Fort Wayne IN 46802

CONTACT NAME: Renee Riles

PHONE (A/C, No, Ext): 260-424-4150

FAX (A/C, No): 260-424-4187

E-MAIL ADDRESS: riles@lupkerice.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Ohio Security Insurance Company

24082

INSURER B : Crum & Forster Specialty Insurance Company

44520

INSURER C : Evanston Insurance Company

35378

INSURER D :

INSURER E :

INSURER F :

INSURED
Petroleum Traders Corporation
P.O. Box 2357
Fort Wayne IN 46801

PETRTA-01

COVERAGES

CERTIFICATE NUMBER: 469410789

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			EPK 127934	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			EPK 127934	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EFX-113308	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	XWS(20) 59 06 94 51	9/1/2019	9/1/2020	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C B	2nd Layer Excess Pollution Liab			MKLV2EFX100365 EPK 127934	9/1/2019 9/1/2019	9/1/2020 9/1/2020	Each Claim 3,000,000 Each Claim 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**PETROLEUM TRADERS
CORPORATION**

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

10/14/2019

County of Kane
Purchasing Department, Bldg., A., Rm#210, 212, or 214
719 S. Batavia Ave.
Geneva, IL 60134

Re: Certificate of Insurance

To Whom It May Concern:

In the Kane County bid, it asks for a certificate of insurance with the Kane County named as additional insured. It is Petroleum Traders Corporation's practice to only have a company listed as "additional insured" if we are awarded their bid. Therefore, if we are notified we are awarded any of the Kane County's fuel bids, we will be more than happy to provide a certificate naming you as additional insured.

Thank you for your understanding,

Linda Stephens,
Vice President

Chicago, IL

Daily 10/11/2019

OPIS Gross RFG Ethanol 10% Prices

		Terms	Unl	Mid	Pre
Valero	u	N-10	1.8020	2.0720	2.4520
Shell	u	N-10	2.7673o	-- --	-- --
Shell	b	125-3	1.7926	2.1091	2.4205
BP	b	125-3	1.7878	2.1058	2.3948
Sunoco	b	125-3	1.7801	-- --	2.2801
Citgo	u	1-10	1.7702	2.0227	2.4015
Citgo	b	1-10	1.7799	1.9718	2.3860
Marathon	u	N-10	1.7195	1.9195	2.3195
Marathon	b	1-10	1.7768	1.9788	2.3828
XOM	u	Net	1.7384	1.9584	2.2519
XOM	b	125-3	1.8036	2.0366	2.3692
PSX	b	1-10	1.7775	1.9694	2.3735
OPIS Low			1.7195	1.9195	2.2519
OPIS High			1.8036	2.1091	2.4520
OPIS Average			1.7753	2.0144	2.3665
Branded Low			1.7768	1.9694	2.2801
Branded High			1.8036	2.1091	2.4205
Branded Average			1.7855	2.0286	2.3724
Unbranded Low			1.7195	1.9195	2.2519
Unbranded High			1.8020	2.0720	2.4520
Unbranded Average			1.7575	1.9932	2.3562

Chicago, IL

Daily 10/11/2019

OPIS Gross B5 SME Prices

		Terms	ULS No.2	ULS2 RD	ULS2 WNT	ULS2D WNT
Marathon	u	N-10	1.8860	1.8910	-- --	-- --
Marathon	b	1-10	1.9101	1.9152	-- --	-- --
XOM	u	Net	1.8664	1.8714	1.8939	1.9058
XOM	b	125-3	1.9184	-- --	1.9488	-- --
OPIS Low			1.8664	1.8714	1.8939	1.9058
OPIS High			1.9184	1.9152	1.9488	1.9058
OPIS Average			1.8952	1.8925	1.9214	1.9058
Branded Low			1.9101	1.9152	1.9488	-- --
Branded High			1.9184	1.9152	1.9488	-- --
Branded Average			1.9143	1.9152	1.9488	-- --
Unbranded Low			1.8664	1.8714	1.8939	1.9058
Unbranded High			1.8860	1.8910	1.8939	1.9058
Unbranded Average			1.8762	1.8812	1.8939	1.9058

Chicago, IL

Daily 10/11/2019

OPIS Gross Ultra Low Sulfur No. 1 Prices

		Terms	ULS
Citgo	u	1-10	2.2856d
Citgo	b	1-10	2.2856d
Marathon	u	N-10	2.7905
Marathon	b	1-10	2.8237
OPIS Low			2.7905
OPIS High			2.8237
OPIS Average			2.8071
Branded Low			2.8237
Branded High			2.8237
Branded Average			2.8237
Unbranded Low			2.7905
Unbranded High			2.7905
Unbranded Average			2.7905

Chicago, IL

Daily 10/11/2019

OPIS Gross Ultra Low Sulfur No.1 Red Dye Prices

	Terms	ULS
Citgo	u 1-10	2.2906d
Citgo	b 1-10	2.2906d
Marathon	u N-10	2.8005
Marathon	b 1-10	2.8338
OPIS Low		2.8005
OPIS High		2.8338
OPIS Average		2.8172
Branded Low		2.8338
Branded High		2.8338
Branded Average		2.8338
Unbranded Low		2.8005
Unbranded High		2.8005
Unbranded Average		2.8005

COUNTY of KANE
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

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

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



October 10, 2019

ADDENDUM 1

BID No. & Title: 45-018 GASOLINE

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

CLARIFICATIONS & CORRECTIONS

- Q1. When is the award date?
A. *The awarding of contract is anticipated to be on or about November 12, 2019 or as approved by the full Kane County Board.*
- Q2. When is the first board meeting after the opening?
A. *November 12, 2019.*
- Q3. Will decision be made before or at the board meeting?
A. *At the Kane County Board meeting.*
- Q5. Have any addendums been released for this bid?
A. *This is the only Addendum released.*
- Q6. If we do not attend the bid opening, how and when will we be notified of the low bidder and can we receive a copy of the bid tabulations?
A. *Bid tabulation will be forwarded to vendor within 2 days after the opening.*
- Q7. Will the County please provide for reference, BOLs & invoices from current Contractor(s)?
A. *Reference Attachment.*
- Q8. Will you accept ULSD priced off, of the ULSD posting instead of B5?
A. *The County would like to utilize the Vendor's expertise and knowledge within the scope and or context of the services and pricing. If straight ULSD and B5 each would have their own posting and if this is true, then each fuel type should be price accordingly.*

Q9. Are bidders allowed to bid on just the transport deliveries?

A. *This contract is for fuel products with delivery as specified. The County is open to review and consider all cost options and submittals if they are in the best of Kane County. It is the intention of Kane County to award this contract to the most responsive and responsible bidder providing the lowest pricing meeting the specifications and contract requirements. Kane County reserve the right to reject any alternate methods, solutions, products and cost offers. Contractor shall indicate if they are taking any exception to bid specifications.*

Bid due date is October 16, 2019 at 3 p.m., please confirm receipt of Addendum #1 and respond accordingly.

Sincerely,

Tim Keovongsak, CPPB

Buyer III

Kane County Purchasing Department