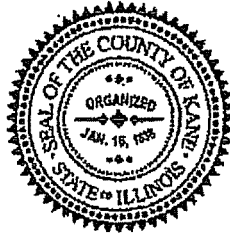


# COUNTY OF KANE

**Christopher J. Lauzen**  
Kane County Board Chairman



Kane County Government Center  
719 South Batavia Avenue  
Geneva, IL 60134  
P: (630) 232-5930  
F: (630) 232-9188  
[clauzen@kanecoboard.org](mailto:clauzen@kanecoboard.org)  
[www.countyofkane.org](http://www.countyofkane.org)

## DOCUMENT VET SHEET

for  
**Christopher J. Lauzen**  
Chairman, Kane County Board

NOV 25 2013  
KANE COUNTY BOARD

Name of Document: Gasoline and Diesel Fuel

Resolution No.: 13-353

Submitted by: Chris Rossman

Dept. Head Signature: [Signature]

Date Submitted: November 14, 2013

Dept. Head Sign-off Date: 11-22-2013

Examined by:

Joseph Lauzen  
(Print name)

[Signature]  
(Signature)

11-27-13  
(Date)

Comments:

The Division of Transportation and Sheriff's Office requires this contract for gasoline and diesel fuel. This contract provides the purchase and bulk delivery of gasoline and diesel fuel to KDOT and Sheriff's Department. The Kane County Board authorized the Chairman to enter into a contract per Resolution 13-353.

Please notify the Purchasing Office when Offer to Contract is ready to be picked up or requires additional information.

Attachments: Resolution 13-353, Purchasing Synopsis, and Offer to Contract.

Chairman signed: YES [checkmark]

NO

11/29/13  
(Date)

Document returned to:

Chris Rossman  
(Name/Department)

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 13 - 353

**ACCEPTING BIDS FOR GASOLINE AND DIESEL FUEL,  
KANE COUNTY DIVISION OF TRANSPORTATION AND  
KANE COUNTY SHERIFF'S DEPARTMENT  
(BID NUMBER 41-013)**

WHEREAS, bids have been solicited and received by the Kane County Purchasing Department for the sale and bulk delivery of gasoline and diesel fuel to the Kane County Division of Transportation and Kane County Sheriff's Department; and

WHEREAS, Petroleum Traders Corporation, 7120 Pointe Inverness Way, Fort Wayne, IN 46804 was the lowest responsible bidder for Regular Gasoline (no lead), Bio Diesel Fuel #2 (B5), Bio Diesel Fuel #2 (B5) Pre-Blend Winter Mixture 80/20, and Bio Diesel Fuel #2 (B5) Pre-Blend Winter Mixture 50/50, said bids being the low side of Regular Gasoline (no lead), the low side of Bio Diesel Fuel #2 (B5), the low side of Bio Diesel Fuel #2 (B5) Pre-Blend Winter Mixture 80/20, and the low side of Bio Diesel Fuel #2 (B5) Pre-Blend Winter Mixture 50/50 as published in the "OPIS Price Index," for the period December 1, 2013 to November 30, 2014, plus the following additional charges:

Regular Gasoline (no lead)	\$0.0180 per gallon
Bio Diesel Fuel #2 (B5)	\$0.0277 per gallon
Bio Diesel Fuel #2 (B5) Pre-Blend Winter Mixture 80/20	\$0.0284 per gallon
Bio Diesel Fuel #2 (B5) Pre-Blend Winter Mixture 50/50	\$0.0306 per gallon; and

WHEREAS, the gasoline and diesel fuel shall be delivered by said low bidder to the Kane County Division of Transportation (KDOT) and deposited in the underground storage tanks located at the KDOT facility; and

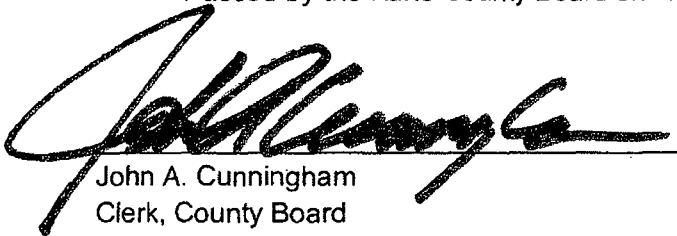
WHEREAS, the gasoline fuel shall be delivered by said low bidder to the Kane County Sheriff's Department and deposited in the underground storage tanks located at the Sheriff's Department facility.

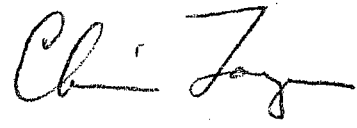
NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the low bid of Petroleum Traders Corporation, 7120 Pointe Inverness Way, Fort Wayne, IN 46804 for the sale and bulk delivery of Regular Gasoline (no lead), Bio Diesel Fuel #2 (B5), Bio Diesel Fuel #2 (B5) Pre-Blend Winter Mixture 80/20, and Bio Diesel Fuel #2 (B5) Pre-Blend Winter Mixture 50/50 to the underground storage tanks at the Kane County Division of Transportation for the period commencing December 1, 2013 to November 30, 2014 be accepted. The contract price for the gasoline being based upon the low side of Regular Gasoline (no lead) plus \$0.0180 per gallon, the low side of Bio Diesel #2 (B5) plus \$0.0277 per gallon, the low side of Bio Diesel Fuel #2 (B5) Pre-Blend Winter Mixture 80/20 plus \$0.0284 per gallon, and the low side of Bio Diesel Fuel #2 (B5) Pre-Blend Winter Mixture 50/50 plus \$0.0306 per gallon, shall be paid from County Highway Fund #300, Line Item #63040 (Fuel -Vehicles).

BE IT FURTHER RESOLVED by the Kane County Board that the low bid of Petroleum Traders Corporation for the sale and delivery of Regular Gasoline (no lead) to the underground storage tanks at the Kane County Sheriff's Department for the period commencing December 1, 2013 to November 30, 2014 be accepted. The contract price for the gasoline being based upon the low side of Regular Gasoline (no lead) plus \$0.0180 per gallon, which is to be paid from General Fund #001, Line Item #63040 (Fuel - Vehicles).

Line Item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds currently available for this personnel/item/service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
300.520.520.63040	Fuel - Vehicles	Yes	Yes	
001.380.380.63040	Fuel - Vehicles	Yes	Yes	

Passed by the Kane County Board on November 12, 2013.

  
 John A. Cunningham  
 Clerk, County Board  
 Kane County, Illinois

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

Vote:  
 Yes 21  
 No 0  
 Voice \_\_\_\_\_  
 Abstentions \_\_\_\_\_

11VEHICLEFUEL.4LH

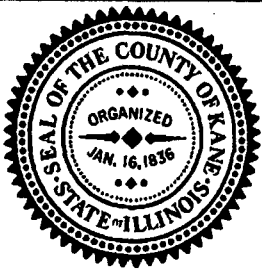
STATE OF ILLINOIS  
 COUNTY OF KANE

DATE 11/20/2013

I, John A. Cunningham, Kane County Clerk and Keeper of the Records in Kane County, Illinois do hereby certify that the attached is a true and correct copy of the original record on file. In witness whereof, I have hereunto set my hand and affix the Seal of the County of Kane at my office in Geneva, Illinois.



  
 John A. Cunningham, Kane County Clerk



## AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item # 13-353

☒ Resolution  
☐ Ordinance

Name Accepting Bids for Gasoline and Diesel Fuel, Kane County Division of Transportation and Kane County Sheriff's Department (Bid Number 41-013)

Presenter/Sponsor:

Tom Rickert - Deputy Director of Transportation

Budget Information: Was this item budgeted? ☒ Yes ☐ No ☐ N/A

Appropriation Amount:

If not budgeted,  
explain funding  
source

FY2014 Budget

**SUMMARY:** The Purchasing Department publicly bid gas and diesel fuel for the Kane County Division of Transportation and Kane County Sheriff's Department. This contract will provide the Division of Transportation and Sheriff's Department with the fuel needed for FY2014. The low bidder and bid prices are provided below:

Petroleum Traders Corporation, 7120 Pointe Inverness Way, Fort Wayne, IN 46804

In addition to the "OPIS Price Index" - the wholesale (\$/gal.) rate established by the Oil Daily or refinery price schedule, the following additional charges/markup will be paid for the period of December 1, 2013 to November 30, 2014:

Regular Gasoline (no lead)	\$0.0180 per gallon
Diesel Fuel #2 (B5)	\$0.0277 per gallon
Diesel Fuel Pre-Blend Winter Mixture 80/20	\$0.0284 per gallon
Diesel Fuel Pre-Blend Winter Mixture 50/50	\$0.0306 per gallon

KDOT is expecting to use approximately 75,000 gallons of diesel and 25,000 gallons of Gasoline. Blended diesel fuel is used throughout the winter season. The FY 2014 Transportation budget includes \$450,000 for fuel.

Attachments: Resolution, Bid Tab

Detailed information available from :

Staff Name: Bill Edwards, Maintenance Superintendent

Phone: (630) 584-1172

## Resolution/Ordinance Tracking:

Assigned Committee: Transportation Passed Sent to: Executive on: 10/09/2013

If Other, specify:

Committee Remarks:

Next Committee: Executive Passed Sent to: County Board on: 11/06/2013

If Other, specify:

Committee Remarks:

Next Committee: Sent to: on:

Committee Remarks:

County Board Date: 11/12/2013

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

719 S. Batavia Avenue, Bldg. A.  
Geneva, Illinois 60134

Telephone: (630) 232-5929  
Fax: (630) 208-5107



October 3, 2013

**PROCUREMENT SYNOPSIS**

Requesting Department:	Division of Transportation and Sheriff
Procurement Name:	41-013 Gasoline
Recommended Vendor:	Petroleum Traders

**NOTIFICATION AND RESPONSE**

Public Notices:      • County of Kane's Web site • The CHRONICLE

Advertising Date:	September 11, 2013	Notice sent: 20
Bid Due Date:	October 2, 2013	Proposals Received: 7

**PURPOSE**

For the purchase and delivery of no-lead gasoline and diesel fuel to the Kane County Division of Transportation and Sheriff Department. This is a one (1) year contract.

**PROPOSAL TABULATION**

	Regular Gasoline	Bio #2 (B5)	Bio #2 (B5) Winter Blend 20%-80%	Bio #2 (B5) Winter Blend 50%-50%	B-5 #2 Generator	B-5 #2 Generator Winter- Blend
Vendors	Markup	Markup	Markup	Markup	Markup	Markup
Petroleum Traders, Fort Wayne, IN	\$0.0180	\$0.0277	\$0.0284	\$0.0306	\$0.2500	\$0.2500
Mansfield Oil Co, Gainesville, GA	\$0.0284	\$0.0307	\$0.0417	\$0.0428	\$0.4890	\$0.5265
Al Warren Oil Co. Summit, IL	\$0.0480	\$0.0538	\$0.0538	\$0.0538	\$0.3000	\$0.3000
Feece Oil, Batavia, IL	\$0.0300	\$0.0450	\$0.0450	\$0.0450	\$0.4000	\$0.4000
Parent Petroleum, St. Charles, IL	\$0.0325	\$0.0425	\$0.0450	\$0.0475	\$0.4000	\$0.4000
Luke Oil, Hobart, IN	\$0.0329	\$0.0555	\$0.0609	\$0.0609	\$0.7911	\$0.7911
Osco Inc.,	\$0.0770	\$0.0770	\$0.0770	\$0.0770	\$1.5000	\$1.5000

**See exhibit A for detail pricing.**

A cost saving of 28% on markup or approximately \$4,095 was obtained by comparing to previous year's contract for gasoline.

Base on Qualification, Bid compliance, and Pricing, Purchasing and the evaluation team recommends awarding the contract for the purchase and delivery of regular no-lead gasoline and diesel fuel to Petroleum Traders Corporation of Fort Wayne, IN, pending Division of Transportation and Sheriff's approval.

Submitted By:  
Tim Keovongsak, Buyer  
Purchasing Department

## EXHIBIT - A

Tuesday, October 2, 2013 @ 4:00 PM	BID TAB # 41-013 GASOLINE
------------------------------------	---------------------------

9/27/13 OPIS LOW RACK - 10:00 a.m. EDT

VENDOR	REGULAR GASOLINE - KDOT and Sheriff				
	Estimate Quantity	OPIS - Low Rack Cost	+ Markup	Total Cost per Gallon	Total Extended Cost
PETROLEUM TRADERS	525,000	\$ 2.6650	\$0.0180	\$ 2.6830	\$ 1,408,575.0000
MANSFIELD OIL CO.	525,000	\$ 2.6650	\$0.0284	\$ 2.6934	\$ 1,414,035.0000
FEECE OIL CO	525,000	\$ 2.6650	\$0.0300	\$ 2.6950	\$ 1,414,875.0000
PARENT PETROLEUM	525,000	\$ 2.6650	\$0.0325	\$ 2.6975	\$ 1,416,187.5000
LUKE OIL	525,000	\$ 2.6650	\$0.0329	\$ 2.6979	\$ 1,416,397.5000
AL WARREN OIL CO	525,000	\$ 2.6650	\$0.0480	\$ 2.7130	\$ 1,424,325.0000
OSCO OIL	525,000	\$ 2.6650	\$0.0770	\$ 2.7420	\$ 1,439,550.0000

VENDOR	BIO DIESEL FUEL #2 (B5) - KDOT & SHERIFF				
	Estimate Quantity	OPIS - Low Rack Cost	+ Markup	Total Cost per Gallon	Total Extended Cost
PETROLEUM TRADERS	140,000	\$ 2.9978	\$0.0277	\$ 3.0255	\$ 423,570.0000
MANSFIELD OIL CO.	140,000	\$ 2.9978	\$0.0307	\$ 3.0285	\$ 423,990.0000
PARENT PETROLEUM	140,000	\$ 2.9978	\$0.0425	\$ 3.0403	\$ 425,642.0000
FEECE OIL CO	140,000	\$ 2.9978	\$0.0450	\$ 3.0428	\$ 425,992.0000
AL WARREN OIL CO	140,000	\$ 2.9978	\$0.0538	\$ 3.0516	\$ 427,224.0000
LUKE OIL	140,000	\$ 2.9978	\$0.0555	\$ 3.0533	\$ 427,462.0000
OSCO OIL	140,000	\$ 2.9978	\$0.0770	\$ 3.0748	\$ 430,472.0000

VENDOR	BIO DIESEL FUEL #2 (B5) - WINTER BLEND 20%-80%KDOT & SHERIFF				
	Estimate Quantity	OPIS - Low Rack Cost	+ Markup	Total Cost per Gallon	Total Extended Cost
PETROLEUM TRADERS	70,000	\$ 3.0511	\$0.0284	\$ 3.0795	\$ 215,565.0000
MANSFIELD OIL CO.	70,000	\$ 3.0511	\$0.0417	\$ 3.0928	\$ 216,496.0000
FEECE OIL CO	70,000	\$ 3.0511	\$0.0450	\$ 3.0961	\$ 216,727.0000
PARENT PETROLEUM	70,000	\$ 3.0511	\$0.0450	\$ 3.0961	\$ 216,727.0000
AL WARREN OIL CO	70,000	\$ 3.0511	\$0.0538	\$ 3.1049	\$ 217,343.0000
LUKE OIL	70,000	\$ 3.0511	\$0.0609	\$ 3.1120	\$ 217,840.0000
OSCO OIL	70,000	\$ 3.0511	\$0.0770	\$ 3.1281	\$ 218,967.0000

VENDOR	BIO DIESEL FUEL #2 (B5) - WINTER BLEND 50%-50%KDOT & SHERIFF				
	Estimate Quantity	OPIS - Low Rack Cost	+ Markup	Total Cost per Gallon	Total Extended Cost
PETROLEUM TRADERS	40,000	\$ 3.1309	\$0.0306	\$ 3.1615	\$ 126,460.0000
MANSFIELD OIL CO.	40,000	\$ 3.1309	\$0.0428	\$ 3.1737	\$ 126,948.0000
FEECE OIL CO	40,000	\$ 3.1309	\$0.0450	\$ 3.1759	\$ 127,036.0000
PARENT PETROLEUM	40,000	\$ 3.1309	\$0.0475	\$ 3.1784	\$ 127,136.0000
AL WARREN OIL CO	40,000	\$ 3.1309	\$0.0538	\$ 3.1847	\$ 127,388.0000
LUKE OIL	40,000	\$ 3.1309	\$0.0609	\$ 3.1918	\$ 127,672.0000
OSCO OIL	40,000	\$ 3.1309	\$0.0770	\$ 3.2079	\$ 128,316.0000

VENDOR	GENERATOR: BIO DIESEL FUEL #2 (B5) Multiple Locations				
	Estimate Quantity	OPIS - Low Rack Cost	+ Markup	Total Cost per Gallon	Total Extended Cost
PETROLEUM TRADERS	675	\$ 2.9978	\$0.2500	\$ 3.2478	\$ 2,192.2650
AL WARREN OIL CO	675	\$ 2.9978	\$0.3000	\$ 3.2978	\$ 2,226.0150
FEECE OIL CO	675	\$ 2.9978	\$0.4000	\$ 3.3978	\$ 2,293.5150
PARENT PETROLEUM	675	\$ 2.9978	\$0.4000	\$ 3.3978	\$ 2,293.5150
MANSFIELD OIL CO.	675	\$ 2.9978	\$0.4890	\$ 3.4868	\$ 2,353.5900
LUKE OIL	675	\$ 2.9978	\$0.7911	\$ 3.7889	\$ 2,557.5075
OSCO OIL	675	\$ 2.9978	\$1.5000	\$ 4.4978	\$ 3,036.0150

VENDOR	Multiple Locations				
	Estimate Quantity	OPIS - Low Rack Cost	+ Markup	Total Cost per Gallon	Total Extended Cost
PETROLEUM TRADERS	675	\$ 3.1039	\$0.2500	\$ 3.3539	\$ 2,263.8825
AL WARREN OIL CO	675	\$ 3.1039	\$0.3000	\$ 3.4039	\$ 2,297.6325
FEECE OIL CO	675	\$ 3.1039	\$0.4000	\$ 3.5039	\$ 2,365.1325
PARENT PETROLEUM	675	\$ 3.1039	\$0.4000	\$ 3.5039	\$ 2,365.1325
MANSFIELD OIL CO.	675	\$ 3.1039	\$0.5265	\$ 3.6304	\$ 2,450.5200
LUKE OIL	675	\$ 3.1039	\$0.7911	\$ 3.8950	\$ 2,629.1250
OSCO OIL	675	\$ 3.1039	\$1.5000	\$ 4.6039	\$ 3,107.6325

**KANE COUNTY  
OFFER TO CONTRACT FORM  
For  
41-013 Gasoline**

**Bid Due Time & Date:** 4:00 p.m., Wednesday, October 2, 2013

To: County of Kane (Purchasing Department)  
Kane County Government Center, Bldg. A  
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 Contractor 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 Contractor 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 Contractor has examined the Contractor Disclosure section of the Instruction to Bidders, and has included or provided a notarized document listing all cumulative campaign contributions made within the past twelve months, to any current or countywide elected officer, and ownership interest in entity greater than five percent.
  - B. For purposes of this offer, the terms Offerer, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Contractor acknowledges:
  - A. All bid documents have been examined: Instructions to Bidder, Statement of Work, including the following addenda:  
No. 1, No. 2, No. \_\_\_\_\_, No. \_\_\_\_\_, (Contractor to acknowledge addenda here.)
  - B. To be prepared to execute a contract with the County within ten (10) calendar days after acceptance of the bid by the County.

### III. BASE BID

All pricing must be based on the OPIS WHOLESALE for LOW RACK refinery price listing dated **Friday, September 27, 2013**. This published price list will be used throughout this one (1) year Contract, commencing December 1, 2013, through November 30, 2014. A copy of the refinery price list used for this bid shall be included in your bid document.

#### A. **FUEL TANKS:**

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

OPIS Low Rack Cost	\$	<u>2.6650</u>	
+ Markup	\$	<u>.018</u>	
Total per gallon	\$	<u>2.6830</u>	X 525,000 Est. Gals. = Total Cost \$ <u>1,408,575.00</u>

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

OPIS Low Rack Cost	\$	<u>2.9978</u>	
+ Markup	\$	<u>.0277</u>	
Total per gallon	\$	<u>3.0255</u>	X 140,000 Est. Gals. = Total Cost \$ <u>423,570.00</u>

**Bio Diesel Fuel #2 (B5) Fuel Pre-Blend Winter (20% #1 and 80% #2)**, delivered f.o.b. to the Division of Transportation, and City of Aurora is:

OPIS Low Rack Cost	\$	<u>3.051</u>	
+ Markup	\$	<u>.0284</u>	
Total per gallon	\$	<u>3.0794</u>	X 70,000 Est. Gals. = Total Cost \$ <u>215,558.00</u>

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

OPIS Low Rack Cost	\$	<u>3.1309</u>	
+ Markup	\$	<u>.0306</u>	
Total per gallon	\$	<u>3.1615</u>	X 40,000 Est. Gals. = Total Cost \$ <u>126,460.00</u>

**B. GENERATORS:**

Delivery to generators at multiple locations as stated in bid specification is a priority in an emergency situation or upon request by the County.

**Bio Diesel Fuel #2 (B5)**, delivered f.o.b. to multiple locations for generators, is:

OPIS Low Rack Cost \$ 3.0028  
 + Markup \$ .25  
 Total per gallon \$ 3.2528 X 675 Est. Gals. = Total Cost \$ 2,195.64

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

OPIS Low Rack Cost \$ 3.1359  
 + Markup \$ +.25  
 Total per gallon \$ 3.3859 X 675 Est. Gals. = Total Cost \$ 2,285.48

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

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

2,500 - 7,000 Gallons	7,000-10,000 Gallons
OPIS Low Rack Cost \$ <u>2.6650</u>	OPIS Low Rack Cost \$ <u>2.6650</u>
+ Markup \$ <u>.072</u>	+ Markup \$ <u>.0180</u>
Total per gallon \$ <u>2.737</u>	Total per gallon \$ <u>2.683</u>

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

2,500 - 7,000 Gallons		7,000-10,000 Gallons	
OPIS Low Rack Cost	\$ 2.9978	OPIS Low Rack Cost	\$ 2.9978
+ Markup	\$ .072	+ Markup	\$ .0284
Total per gallon	\$ 3.0698	Total per gallon	\$ 3.0262

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

2,500 - 7,000 Gallons		7,000-10,000 Gallons	
OPIS Low Rack Cost	\$ 3.1309	OPIS Low Rack Cost	\$ 3.1309
+/- Markup	\$ .072	+/- Markup	\$ .0306
Total per gallon	\$ 3.2029	Total per gallon	\$ 3.1615

List applicable taxes Kane County or other entities would add:

	Tax	Gas	Diesel
1.	Illinois Environmental Fee	.008	.008
2.	Underground Storage Tax	.001	.001
3.	Illinois Motor Fuel Tax	.19	.215
4.	Leaking Underground Storage Tax	.003	.003
5.	Federal Oil Spill	.00171	.001805

**ADDITIONAL COMMENTS:**

Diesel blend price is based on percentage of B5 and noluls that was requested.

Generator price is based on percentages as well as the dyed diesel low price.

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 SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE.**

Signature Gayle Newton Typed Signature Gayle Newton, Contract Sales Manager  
Company Petroleum Traders Corporation  
Address 7120 Pointe Inverness Way  
City/State/Zip Fort Wayne, IN 46804  
Phone # 800-348-3705 x 1002 Fax # 260-207-6347  
Federal I.D./Social Security # 35-1462227 Date 10/30/13

#### ACCEPTANCE

The Offer is hereby accepted for furnishing and delivering of No-Lead Gasoline and Diesel Fuel.

The Contractor is bound to sell the materials and services listed in the attached contract and based upon the Invitation to Bid, including all terms, conditions, specification, amendments, and the Contractor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number 41-013. The Contractor has been cautioned not to commence any billable work or to provide any materials or services until this Contractor receives a purchase order and or notice to proceed.

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

11-29-13  
Date

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

**Christopher Rossman**  
Director of Purchasing



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

September 16, 2013

**ADDENDUM #1**

**RFP No. & Title: 41-013 GASOLINE**

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

**CORRECTION**

Section III. Based Bid, Offer to Contract pages 2 of bid document ask for prices based on OPIS LOW Rack dated Sept. 27, 2013. However in the Overview, Section A under "Bid Specifications" Item 1 call for prices based on October 4, 2013.

**Vendor shall use OPIS LOW Rack dated September 27, 2013.**

Please confirm receipt of Addendum 1 on your Offer to Contract Form. If you have any questions please feel free to contact our office.

Sincerely,  
Tim Keovongsak  
Buyer

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

**Christopher Rossman**  
Director of Purchasing



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

September 27, 2013

**ADDENDUM #2**

**RFP No. & Title: 41-013 GASOLINE**

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

**CLARIFICATION**

1. What are your payment terms? How Long does it normally take you to pay you fuel invoices?  
**A. There is nothing specific in the Financial Policies regarding payment terms. Departments pays invoices for each accounts payable cycle, which are every two weeks and usually the second and fourth Tuesday of every month. Sample A/P scheduled is attached.**
2. When is the anticipated Award date? When is the next scheduled board meeting after opening?  
**A. November 12, 2013. Next County Board meeting is scheduled on October 8, 2013.**
3. Who is your current vendor and how long have they been your vendor?  
**A. Al Warren Oil, 2 years.**
4. Can I please have a copy of the previous fuel bid tabulations?  
**A. See attached bid tab.**
5. Are all tanks below ground?  
**A. Yes, except the generators are above ground.**
6. Do you normally receive deliveries via Tank Wagon or Transport?  
**A. Burk fuel is transport.**
7. Do you ever split up your loads by product or location?  
**A. Yes.**
8. Would you consider using ethanol in your fuel?  
**A. Ethanol will not be considered.**

9. We do own our own trucks but we delivery strictly in Indiana, are common carriers ok for delivery? Is a common carrier considered a subcontractor?  
**A. Delivery of fuel is not being solicited. The County wants a price for fuel with delivery.**
10. How soon after bid opening will it take for the bid tabulations to be made available?  
**A. Bid tab is usually available and posted on County's website 2-3 days after opening.**
11. Do we have to bid all products or can we bid only Transport?  
**A. This contract is for fuel with delivery. Reference Bid Specification, Section A & B.**
12. Fuel Surcharge; we usually bill this out as a separate line item and the rate changes each month. Will it be acceptable to use the fluctuating rate table for fuel surcharge or do you need it baked into the price quoted?  
**A. Reference Terms and Conditions, Section 16 for Variances to bid specification. Vendor shall indicate if they are taking any exception to the bid specification.**
13. I see that terms are Net 30, however, we can offer the discount based on a CENT PER GALLON instead, will you accept this as an alternate?  
**A. Same as #12.**
14. Will you accept a winter additive in lieu of the #1ULS fuel?  
**A. No. #1 fuel is required for our 50/50 winter blend.**
15. What information will you be reading out loud at the bid opening?  
**A. Vendor's name will be announced at the bid opening and unit price. Bid tab with detail pricing will be available 2-3 days after opening. Most vendor do not attend bid opening.**
16. Is it a possibility that you may want to lock in a firm price during the contract period?  
**A. The County is open to reviewing alternate method for costs savings. Vendor shall indicate if they are taking any exception to the bid specification.**
17. Are we to include the Federal Environmental tax in the pricing or not?  
**A. It's applicable.**

Please confirm receipt of Addendum 2 on your Offer to Contract Form. If you have any questions please feel free to contact our office.

Sincerely,  
Tim Keovongsak  
Buyer

**Kane County Auditor**  
**PEV & Accounts Payable Processing Schedule**  
**2013**

FOR THE WEEK OF:	PROCESSING CUTOFF TIMES*		CHECK PAY DATE: **
	PEV - NOON	AP - 11:00 AM	
1/7/2013	Monday, January 07, 2013	Tuesday, January 08, 2013	Monday, January 14, 2013
1/21/2013	Tuesday, January 22, 2013	Tuesday, January 22, 2013	Monday, January 28, 2013
2/4/2013	Monday, February 04, 2013	Tuesday, February 05, 2013	Monday, February 11, 2013
2/18/2013	Tuesday, February 19, 2013	Tuesday, February 19, 2013	Monday, February 25, 2013
3/4/2013	Monday, March 04, 2013	Tuesday, March 05, 2013	Monday, March 11, 2013
3/18/2013	Monday, March 18, 2013	Tuesday, March 19, 2013	Monday, March 25, 2013
4/1/2013	Monday, April 01, 2013	Tuesday, April 02, 2013	Monday, April 08, 2013
4/15/2013	Monday, April 15, 2013	Tuesday, April 16, 2013	Monday, April 22, 2013
4/29/2013	Monday, April 29, 2013	Tuesday, April 30, 2013	Monday, May 06, 2013
5/13/2013	Monday, May 13, 2013	Tuesday, May 14, 2013	Monday, May 20, 2013
5/27/2013	Tuesday, May 28, 2013	Tuesday, May 28, 2013	Monday, June 03, 2013
6/10/2013	Monday, June 10, 2013	Tuesday, June 11, 2013	Monday, June 17, 2013
6/24/2013	Monday, June 24, 2013	Tuesday, June 25, 2013	Monday, July 01, 2013
7/8/2013	Monday, July 08, 2013	Tuesday, July 09, 2013	Monday, July 15, 2013
7/22/2013	Monday, July 22, 2013	Tuesday, July 23, 2013	Monday, July 29, 2013
8/5/2013	Monday, August 05, 2013	Tuesday, August 06, 2013	Monday, August 12, 2013
8/19/2013	Monday, August 19, 2013	Tuesday, August 20, 2013	Monday, August 26, 2013
9/2/2013	Tuesday, September 03, 2013	Tuesday, September 03, 2013	Monday, September 09, 2013
9/16/2013	Monday, September 16, 2013	Tuesday, September 17, 2013	Monday, September 23, 2013
9/30/2013	Monday, September 30, 2013	Tuesday, October 01, 2013	Monday, October 07, 2013
10/14/2013	Tuesday, October 15, 2013	Tuesday, October 15, 2013	Monday, October 21, 2013
10/28/2013	Monday, October 28, 2013	Tuesday, October 29, 2013	Monday, November 04, 2013
11/11/2013	Tuesday, November 12, 2013	Tuesday, November 12, 2013	Monday, November 18, 2013
11/25/2013	Monday, November 25, 2013	Tuesday, November 26, 2013	Monday, December 02, 2013
12/9/2013	Monday, December 09, 2013	Tuesday, December 10, 2013	Monday, December 16, 2013
12/23/2013	Monday, December 23, 2013	Tuesday, December 24, 2013	Monday, December 30, 2013

\* Please note that the cutoff for processing PEVs has been moved to noon on Mondays, except for holidays. Accounts Payable will continue to be processed on Tuesdays, but the cutoff time has been changed to 11:00 AM. Your cooperation is greatly appreciated.

\*\* This schedule has been developed to allow sufficient processing time for PEVs and AP, and to provide the time necessary for the Treasurer's office to make timely payments. Please also note that check pay dates are subject to change by the Treasurer.

TUESDAY, OCTOBER 9, 2012 @ 3:30 PM			BID RESULT - 44-012 GASOLINE											
OPIS LOW RACK	GASOLINE	\$3.0975	B5	\$3.3007	20% - 80% Winter Blend	\$3.3295	50% -50% Winter Blend	\$3.3727	B5	\$3.3007	50% -50% Winter Blend	\$3.3727		
	REGULAR GASOLINE - Multi- Location City of Aurora, DOT, and Sheriff		Bio Diesel Fuel #2 (B5) Multi- Location - City of Aurora, DOT, and Sheriff		Bio Diesel Fuel #2 (B5) - PreBlend Winter 20% #1 - 80% #2 - DOT		Bio Diesel Fuel #2 (B5) - PreBlend Winter 50% #1 - 50% #2 - Transportation & City of Aurora		GENERATORS: Bio Diesel Fuel #2 (B5) Multi-Location		GENERATORS: Bio Diesel Fuel #2 (B5) Fuel Pre-Blend Winter 50% #1 50% #2 Multi-Location			
VENDOR	MARKUP	OPIS + Markup TOTAL PRICE/GAL	MARKUP	OPIS + Markup TOTAL PRICE/GAL	MARKUP	OPIS + Markup TOTAL PRICE/GAL	MARKUP	OPIS + Markup TOTAL PRICE/GAL	MARKUP	OPIS + Markup TOTAL PRICE/GAL	MARKUP	OPIS + Markup TOTAL PRICE/GAL		
MANSFIELD OIL CO.	\$0.0303	\$3.1278	\$0.0342	\$3.3349	\$0.0497	\$3.3792	\$0.0576	\$3.4303	\$0.5409	\$3.8416	\$0.5834	\$3.9561		
PARENT PETROLEUM	\$0.0400	\$3.1375	\$0.0450	\$3.3457	\$0.0600	\$3.3895	\$0.0600	\$3.4327		NO BID		NO BID		
RKA PETROLEUM CO	\$0.0315	\$3.1290	\$0.0565	\$3.3572	\$0.0595	\$3.3890	\$0.0780	\$3.4507	\$0.3380	\$3.6387	\$0.3630	\$3.7357		
G. COOPER OIL CO	\$0.0600	\$3.1575	\$0.0675	\$3.3682	\$0.0675	\$3.3970	\$0.0675	\$3.4402	\$0.4000	\$3.7007	\$0.4500	\$3.8227		
PETROLEUM TRADERS	\$0.0519	\$3.1494	\$0.0320	\$3.3327	\$0.0320	\$3.3615	\$0.0320	\$3.4047	\$0.2000	\$3.5007	\$0.2000	\$3.5727		
TEXOR PETROLEUM CO	\$0.0398	\$3.1373	\$0.0447	\$3.3454	\$0.0447	\$3.3742	\$0.04473	\$3.4174	\$0.5000	\$3.8007	\$0.5000	\$3.8727		
FEECE OIL CO	\$0.0500	\$3.1475	\$0.0600	\$3.3607	\$0.0600	\$3.3895	\$0.0600	\$3.4327	\$0.4000	\$3.7007	\$0.4000	\$3.7727		
AL WARREN OIL CO	\$0.0250	\$3.1225	\$0.0250	\$3.3257	\$0.0250	\$3.3545	\$0.0250	\$3.3977	\$0.2500	\$3.5507	\$0.2500	\$3.6227		

OPIS LOW RACK			
Gasoline		\$	3.0975
Bio Diesel	#2 - B5	\$	3.3007
Winter Blend	#2 - 20% & 80%	\$	3.3294
	#2 B5 50% & 50%	\$	3.3727

Generator		
	#2 B5	\$ 3.3007
	#2 B5 50% & 50%	\$ 3.3727

NOTE Using OPIS Low Rack as posted on 10/5/2012 at 9:59 a.m. EST.

**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 type-written with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. 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 ninety (90) days to accept. The County may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.
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 Illinois Revised Statutes, Chapter 120, Paragraph 441: Kane County is exempt from state and local taxes.
13. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number referenced.
14. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.
15. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.
16. **VARIANCES.** State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions.
17. **INDEMNIFICATION.** The Seller shall indemnify and hold harmless the County, its agents, officials, and employees, from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the County as a consequence of granting the Contract.

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, Agents, 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.

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, 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, creed, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally protected status. (County of Kane Resolution Number 82-90.)

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 ranges are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.

- 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).
- 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. 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.

**STATEMENT OF WORK  
For  
GASOLINE**

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**OVERVIEW:**

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

**A. Bid Specifications**

1. Your bid must be based on the LOW RACK calculated against the prices quoted for the Chicago market in the "OPIS WHOLESALE Racks" price listing dated for Friday, October 4, 2013. You must include a copy of the price list used for this bid in your bid document.
2. The above mentioned published price list (Section A. 1.) will be used throughout this one (1) year Contract, commencing December 1, 2013, through November 30, 2014. All invoices must include a copy of the OPIS published price list.
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 must be dipped before and after each delivery to verify delivery load. Authorize County personnel must be present.
5. Delivery must be made within 24 hours from request. Delivery times are 7am to 2pm 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.
9. KANE COUNTY DOES NOT PAY FEDERAL TAXES OR RESALE TAXES.

10. NO FEDERAL EXCISE TAX IS TO BE BILLED ON INVOICES. THIS IS THE RESPONSIBILITY OF VENDOR TO HANDLE.
- i. APPLICABLE TAXES ARE TO BE ITEMIZED ON EACH INVOICE.
  - ii. Billing must be either Net Gallon or Gross Gallon for charges. Cannot mix, billing must stay consistent throughout year.
  - iii. Delivery orders will be 7,000 to 10,000 gallons for gasoline and diesel to underground tanks.
  - iv. The Vendor agrees to provide fuel if requested by the County when an emergency situations exist. The deliveries may be on Saturday, Sunday and holidays.
  - v. The Generators usually get two deliveries per year. The first in the spring with B5 #2 clear diesel and again in the late fall with a winter blend.

**B. Locations:**

**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. Fayban 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

**Delivery F.O.B. destination, generators at the following locations:**

Address	Qty. of Generators	Tank Capacity: Gallons	Fuel Type
Kane County Gov't. Ctr. 719 S. Batavia Ave. Geneva, IL 60134	1	700	Diesel
Kane County Judicial Ctr. 37W777, Route 38 St. Charles, IL 60175	1	1,000	Diesel
Kane County Juvenile Ctr. 37W655 Route 38 St. Charles, IL 60175	1	500	Diesel

**Delivery F.O.B. destination, generators at the following locations:**

Address	Qty. of Generators	Tank Capacity: Gallons	Fuel Type
Kane County Corrections 37W755 Route 38 St. Charles, IL 60175	1	12.1 (Correct size)	Diesel
Kane County Circuit Clerk 540 S. Randall Rd. St. Charles, IL 60175	1	535	Diesel

**D. Fuel Types:**

1. NO-LEAD GASOLINE (87 Octane)
1. ULTRA LOW SULFUR #2 BIO DIESEL (B5) FUEL
2. Generators – ultra low sulfur #2 Biodiesel (B5) clear fuel and winter blend of 50/50.

**E. Estimated Quantities:**

1. Regular Gasoline:
 

Kane County Sheriff's Office	185,000
KDOT	40,000
City of Aurora	<u>300,000</u>
Total Regular Gasoline Usage:	<b>525,000</b>

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

	B5 #2	B5 20% #1 & 80% #2	B5 50% #1 & 50% #2
KDOT	40,000	40,000	40,000
City of Aurora	100,000	30,000	00
Total	<b>140,000</b>	<b>70,000</b>	<b>40,000</b>

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

	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	6	6	50
Circuit Clerk	125	125	125
Total	<b>675</b>	<b>675</b>	<b>1350</b>

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

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

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

Kane County is requesting a program for Optional Participation of Kane County Municipalities of a possible additional 295,000 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 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.

**G. CONTRACT**

**1. Contract Terms:**

This is a one (1) year contract with option to extend for one (1) 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 to Statement of Work, for contract commencement date.

**2. 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 a 30 day notice of intent to cancel.

**3. Termination for Clause:**

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 set off 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.

**H. Response Instructions**

An original BID response, marked as "**original**"( with submittal requirements), and three (3) paper copies and one (1) PDF electronic copy on CD shall be returned in a sealed package or envelope, bearing the name and address of the respondent and be labeled "**41-013 Gasoline**". Bids may be mailed or hand delivered to:

COUNTY OF KANE  
Purchasing Department, Building (A)  
719 South Batavia Ave., Geneva, IL 60134

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 SEPTEMBER 25, 2013, FAX AND E-MAILED ACCEPTED.

FAX to (630) 208-5107 or [purchasing@co.kane.il.us](mailto:purchasing@co.kane.il.us)

**PROPOSALS MAY NOT BE SUBMITTED ELECTRONICALLY.**

**REQUIRED CONTACT INFORMATION**

Vendor shall provide following contacts information.

**Customer Service/General Information:** Ph: 800-348-3705x1002

**To place an order:** Name: Contract Bids Department

Ph: 800-348-3705x1002 Fax: 260-207-6347

E-mail: gnewton@petroleumtraders.com

**Billing & Invoicing question:**

Name: Carla Schultz

Ph: 800-348-3705 x6315

E-mail: cschultz@petroleumtraders.com

**Operation: Supervisor**

Name: Gayle Newton, Contract Sales Manager

Ph: 800-348-3705x1002

E-mail: gnewton@petroleumtraders.com

**24-hours answering service:**

Ph: 800-348-3705 x1 - 24/7/365



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/13/2013

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

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

<b>PRODUCER</b> Wichert Insurance 5991 Chandler Court, Suite A  Westerville OH 43082		<b>CONTACT NAME:</b> Linda Sullivan <b>PHONE /A/C. No. Ext.:</b> (614) 426-9048 <b>E-MAIL ADDRESS:</b> linda@wichert.com <b>FAX (A/C. No.):</b> (614) 794-4961	
<b>INSURED</b> Petroleum Traders Corporation 7120 Pointe Inverness Way  Fort Wayne IN 46804		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Chartis Specialty Ins. Co. NAIC # 26883 <b>INSURER B:</b> Commerce and Industry Ins. Co. 19410 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 13-14

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 5,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	EG 18782961 Occurrence	6/1/2013	6/1/2014	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	<input checked="" type="checkbox"/> Contractual Liability					MED EXP (Any one person) \$ 25,000	
	<input checked="" type="checkbox"/> Primary/Non-Contributory					PERSONAL & ADV INJURY \$ 5,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 5,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 5,000,000	
B	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	X	CA 1932327	6/1/2013	6/1/2014	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$	
						PROPERTY DAMAGE (Per accident) \$	
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR					EACH OCCURRENCE \$ 20,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE		Primary over GL and Auto			AGGREGATE \$ 20,000,000	
	DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	EGU 18785017 Follow Form	6/1/2013	6/1/2014	Pollution Excess Liability \$ Included	
	<del>WORKERS COMPENSATION</del> <del>EMPLOYERS' LIABILITY</del> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>	
A	Pollution-Sudden & Accidental-Hostile Fire-Cargo	X	EG 18782961 Claims Made Retro date 6/1/2004	6/1/2013	6/1/2014	E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
						Each Claim \$ 5,000,000 Aggregate \$ 5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
County of Kane is additional insured on General Liability, Auto and Excess Liability.

**CERTIFICATE HOLDER****CANCELLATION**

County of Kane  
Kane County Government Center  
719 S Batavia Ave  
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

Brad Bush, CPCU/LINDA