ROCKFORD BOARD OF EDUCATION
REQUEST FOR BID ON SUPPLIES, MATERIALS, EQUIPMENT OR SERVICES FOR
SCHOOL DISTRICT NO. 205
ROCKFORD, ILLINOIS

IFB No. 13-35 Diesel Fuel Date: June 11, 2013

OFFERS WILL BE RECEIVED UNTIL: 10:30 AM on Thursday, June 27, 2013

FOR SUPPLIES, MATERIALS, EQUIPMENT OR SERVICES SPECIFIED HEREIN. THE DATE AND THE TIME AS STATED IS ALSO THE TIME OF THE PUBLIC BID OPENING. IF YOU DESIRE TO SUBMIT A BID, PLEASE DO SO ON THE FORMS PROVIDED AND RETURN TO THIS OFFICE.

Addressed to: Director of Purchasing
Rockford Board of Education
School District No. 205
501 Seventh Street, 6th Floor
Rockford, Illinois 61104

BOARD OF EDUCATION
BY Vernon Hilton
Director of Purchasing

GENERAL CONDITIONS AND INSTRUCTIONS FOR ALL BIDS

The Board of Education reserves the right to reject any or all prices or bids submitted.

One copy of this bid is enclosed for your convenience.

a.) Please return a copy of the required forms in a SEALED envelope with the bid number, subject and your firm’s name and address clearly indicated on the envelope. NOTE: FAXED bids are not acceptable and will be rejected as non-responsive.

b.) Bids should be addressed as follows: Rockford Public School District Purchasing Department
501 Seventh Street, 6th Fl
Rockford, IL 61104
Attn: Vernon Hilton, Director of Purchasing

The Board of Education reserves the right to return any merchandise that does not comply with the conditions and specifications.

The Board of Education reserves the right to increase or decrease quantities shown on bid.

The Board of Education reserves the right to cancel purchase orders if the delivery or completion is not performed in accordance with the bidding document and the date stated on the purchase order.

The Board of Education reserves the right to have any product analyzed at a laboratory to ascertain compliance with specifications. Expense of such testing shall be by the Board of Education unless such tests prove noncompliance with specifications at which time the expense shall be the responsibility of the Contractor.

Bids will be awarded to the lowest responsible bidder complying with these conditions and specifications. All rights are reserved by the Board of Education to determine the selection that in its judgment meets the needs or purposes intended. Such decisions shall be final and not subject to recourse.

The bidder’s signature on the following page of this Bid Form will be construed as acceptance of and willingness to comply with all provisions of the Acts of the General Assembly of the State of Illinois relating to wages of laborers, preference to citizens of the United States and residence within the State of Illinois, and discrimination and intimidation of employees. This bid and the resulting Contract are specifically subject to the Equal Employment Opportunity requirements of the Illinois Fair Employment Practices Commission and the resolution of the Board of Education dated March 24, 1975. Bidder agrees to comply in all respects with Federal, State, and local laws and ordinances pertaining to this bid and to the performance of the Contract in the event Bidder is awarded the bid. Provisions of applicable Acts are hereby incorporated by reference and became a part of this proposal and specifications.

The State of Illinois School Code (Section 33-5) is very explicit in its direction concerning the relationship of the parties involved in contracts and transactions. "No member or employee of the Board shall be directly or indirectly interested in any contract, work, or business of the District, or in the sale of any article, the expense, price or consideration of which is paid by the District; nor in the purchase of any real estate or property belonging to the District, or which shall be sold by virtue of legal process at the suit of the District. Whoever violates any provision of this Section shall be guilty of a Class A misdemeanor (P.A.-2267)."
Complete, sign and return this Bid Form, the Illinois State Debarment Certification Form, the attached Bid Sheet(s) and any other required submittals.

No bids may be withdrawn after the official opening. All bids submitted must be valid for a minimum period of sixty (60) days after the date set for the bid opening. Please check the Terms and Conditions for any variation of this requirement.

All prices are F.O.B., Rockford, Illinois, which is further defined as meaning the price submitted on the bid sheet is the total price to this school district, including all freight and delivery charges. Under no circumstances may prepaid charges be added to the invoice.

A substitute item will be considered only if it is an item of regular manufacture as evidenced by literature, catalogs, etc. and not a prototype or first article test item. Items lacking an established commercial market or substantial sales of evidence must be placed in the hands of the Director of Purchasing PRIOR to the date and time of the bid opening.

The successful bidder must submit a separate invoice for each purchase order. The information on that invoice shall cover ONLY that one purchase order.

On the attached list, please type on the bid sheet(s) the information that is requested. If there is insufficient room for your information on this Bid Sheet(s), please present data on a separate sheet (one item to a sheet).

No re-cap of the bid summary will be mailed. Any interested party, including all bidders, may examine the bid summary after bids have been opened, awarded, and purchase orders issued. Bid summary will be available at the Board of Education Administration Building, Purchasing Department, 8:00 A.M., to 4:30 P.M., Monday through Friday. Bid recaps may also be reviewed by visiting www.DemandStar.Com.

Vendor’s signature on this Bid Form must be an actual signature. A stamped, facsimile, or typed signature may disqualify the bid.

Unless notified otherwise, should no offer be received, the firm may be subject to being removed from the bidder’s list.

The above General Conditions and Instructions are applicable to all bids. Additional Terms and Conditions and Specifications are supplied for each bid.

Please address all questions relative to any bid to the Director of Purchasing, Board of Education, 501 Seventh Street, Rockford, Illinois 6104.

ATTACHED PRICES OR BID SUBMITTED BY:

1025 Airport Parkway SW
Gainesville, GA. 30501

Mansfield Oil Company

Address
City & State
Zip
Name of Firm

(800) 255-6699

Area Code Telephone Number

58-1091383

(Federal Employer Identification)
Or Social Security Number
(See Specification for Determination)

The undersigned hereby certifies that he/she has read and understands the contents of this solicitation and agrees to furnish at the prices shown any or all of the items and/or services, subject to all Instructions, Terms and Conditions, Specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.
LATE BIDS CANNOT BE ACCEPTED!

SEAL BID PROPOSAL

BID NO.: 13-35
OPENING DATE: THURSDAY, JUNE 27, 2013
OPENING TIME: 10:30 AM
DESCRIPTION: DIESEL FUEL
ATTN: PURCHASING DEPT.

DATED MATERIAL-DELIVER IMMEDIATELY

PLEASE CUT OUT AND AFFIX THIS BID LABEL TO THE OUTERMOST ENVELOPE OF YOUR PROPOSAL TO HELP ENSURE PROPER DELIVERY!

LATE OFFERS CANNOT BE ACCEPTED!
NOTE: If you are unable to submit a proposal for this work, please complete and return this form immediately.

The Purchasing Department of the Rockford School District wishes to keep its vendors list file current. If for any reason you cannot supply the commodity/service noted on the attached solicitation, this form must be completed and returned to remain on the particular vendor list for future projects of this type.

We, the undersigned, have declined to submit a proposal on:

Proposal No. & Name: Bid 13-35 Diesel Fuel

We are unable to submit a proposal for this work due to the following:

- [ ] Too busy at this time
- [ ] Unable to meet specifications
- [ ] Bond requirement
- [ ] Not engaged in this type work
- [ ] Insurance requirement
- [ ] Site location too distant
- [ ] Length of time required to obtain payment
- [ ] Project is ______ too large ______ too small
- [ ] Remove us from your bidder’s list for this commodity/service
- [ ] Other (specify below)
- [ ] Do you wish to be considered in the future for similar projects? ______ Yes ______ No

REMARKS:

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

Signature: __________________________ Name & Title: __________________________

Firm: __________________________ Phone: __________________________

Fax: __________________________ E-mail: __________________________

Address: __________________________

(Street Address) (City) (State) (Zip-Code)

Date: __________________________

Return to: Director of Purchasing
Rockford Public School District
501 Seventh Street
Rockford, IL 61104
BID-RIGGING CERTIFICATION

I, Andy Milton, VP of Supply & Distribution, a duly authorized agent of Mansfield Oil Company, do hereby certify that neither Mansfield Oil Company nor any individual presently affiliated with Mansfield Oil Company has been barred from bidding on a public contract as a result of a violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid rotating) of the Illinois Criminal Code, contained in Chapter 750, Article 5 of the Illinois Compiled Statutes.

Authorized Representative

Mansfield Oil Company
Firm
MINORITY AND WOMEN-OWNED BUSINESS CONCERN REPRESENTATION

Minority-Owned Business: a minority-owned business concern means a business concern that: (1) is at least 51 percent unconditionally owned by one or more individuals who are considered to be a member of a minority group, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more members of a minority group; and (2) has its management and daily business controlled and operated by one or more such individuals.

Individuals who certify that they are members of minority groups (African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other minorities) are to be considered minority-owned enterprises.

Women-Owned Business: a business that is at least 51 percent owned by a woman or women who also control and operate it.

“Control” in this referenced context means exercising the power to make policy decisions. “Operate” means being actively involved in the day-to-day management of the business.

The District shall rely on written representations of concerns regarding their status as minority/women-owned businesses.

BIDDERS MUST COMPLETE THE SECTION BELOW AND RETURN THIS FORM WITH THEIR BID. FAILURE TO DO SO MAY RENDER THE OFFEROR’S BID UNACCEPTABLE.

A. Representation. The offeror represents that it is ( ), is not (X) a minority-owned business concern.

B. Representation. The offeror represents that it is ( ), is not (X) a women-owned business concern.

C. Representation. The offeror represents that it is ( ), is not (X) a disabled-owned business concern.

Please Check Appropriate Box/Boxes

☐ African American (AFRAM) ☑ Caucasian (CAUC) ☐ Native American (NAAM)

☐ Hispanic American (HISP) ☐ Asian-Pacific (ASIAP) American ☐ Asian-Indian (ASIAI) American

☐ Other Please identify ☐ Woman Owned (W)

Company Name Mansfield Oil Company Address 1025 Airport Parkway SW

City Gainesville State Georgia Zip 30501

Phone # (800) 255-6699 Fax # (678) 450-2242 FEIN # 58-1091383

Signature of Company Official Title VP of Supply & Distribution

Date June 25, 2013
CERTIFICATE REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit ISBE 85-37, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Mansfield Oil Company

Organization Name

Andy Milton

Name of Authorized Representative

Diesel Fuel/Bid No. 13-35

PR/Award Number or Project Name

VP of Supply & Distribution

Title

June 25, 2013

Date

Original Signature of Authorized Representative

ISBE 85-36 (3/12)
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 2 CFR 417 Subpart C Responsibilities of Participants Regarding Transactions. The regulations were published in the May 25, 2010 Federal Register (pages 29183-29189). Copies of the regulations may be obtained by contacting the Illinois State Board of Education.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

CERTIFICATION

The prospective lower tier participant certifies, by submission of this Certification, that:

1. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
2. It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
3. It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;
4. It will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;
5. The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and
6. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Certification.

Mansfield Oil Company

Organization Name

Andy Milton

Name of Authorized Representative

June 25, 2013

Original Signature of Authorized Representative

Diesel Fuel/Bid No. 13-35

PR/Award Number or Project Name

VP of Supply & Distribution

Title

Instructions for Certification

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the “GSA Excluded Parties List System” at http://epls.arnet.gov/.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
OFAC Compliance

BID: Diesel Fuel/Bid No. 13-35

The undersigned bidder hereby certifies and represents that products and/or services provided under any contract with the Rockford Public Schools resulting from this bid shall be in compliance with economic or trade sanctions or restrictions implemented by the United States government such as those administered by the Office of Foreign Assets Control (“OFAC”) of the U.S. Department of the Treasury and shall not utilize or engage, for performance of any activities related to the products and/or services, any persons or entities that, (i) appear on OFAC’s Specially Designated Nationals and Blocked Persons List (“SDN List”), as that list may be updated from time to time or any other similar list maintained by OFAC; (ii) are owned or controlled by any person or entities appearing on OFAC’s SDN List, as that list may be updated from time to time or any other similar list maintained by OFAC; or (iii) are located in any country subject to U.S. economic or trade sanctions, such as those administered by OFAC.

Mansfield Oil Company
Organization Name

Andy Milton
Name of Authorized Representative

VP of Supply & Distribution
Title

Date: 6/25/2013
Original Signature of Authorized Representative
GENERAL TERMS AND CONDITIONS

1. BID OPENING. Sealed bids will be received at the Rockford Public School District Purchasing Department until the date and time specified at which time they shall be opened in public. No other bids will be considered after this date and time unless it is evidenced and determined that the bid was in the District's possession prior to the scheduled bid opening time and date. Late bids shall be rejected and shall remain unopened. The Rockford Public School District 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. All bids delivered in person shall be deposited with the Purchasing Department, 6th Floor, 501 Seventh Street, Rockford, IL, 61104.

2. 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 the 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.

3. BID ENVELOPES. Envelopes containing bids must be sealed and addressed to the Rockford Public School District Purchasing Department. The name and address of the bidder and the Proposal Number must be shown on the envelope.

4. ERRORS IN BIDS. Bidders are cautioned to verify their bids before submission. Negligence on the part of the offeror 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 shall govern.

5. RESERVED RIGHTS. The Rockford Public School District reserves the right at any time and for any reason to cancel this Request for Proposals, accept or reject any or all bids or any portion thereof, or to accept an alternate offer. The Rockford Public School District reserves the right to waive any minor informalities or defects in a Bid. Unless otherwise specified, the Rockford Public School District has sixty (60) days to accept. The Rockford Public School District may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.

6. INCURRED COSTS. The Rockford Public School District will not be liable for any costs incurred by offerors in responding to this Invitation for Bid.

7. AWARD. The Rockford Public School District will evaluate bids and will award a contract to the lowest responsive and responsible bidder whose bid, conforming to the solicitation and specifications will be most advantageous to the District. Determination of the lowest responsible bidder conforming to the solicitation shall not be restricted to the price quotation alone, but will include such other factors (where applicable) as (a) adherence to all conditions and requirements of the technical 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; (g) repurchase or residual value; and (h) other such related items. The District is interested in obtaining the best overall value and reserves the right to make a selection based on its judgement of the offer that is best suited for the purpose intended. The District may (1) reject any or all offers, (2) accept other than the lowest bidder, and (3) waive informalities or minor irregularities in offers received. The District may accept any item or group of items of an offer, unless the bidder qualifies the offer by specific limitations. The District reserves the right to determine the lowest 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 District. A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.

8. 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.

9. DISCOUNTS. Prices quoted must be net after deducting all trade and quantity discounts.

10. 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 acknowledged in the offer.

11. SAMPLES. Samples of items, when called for, must be furnished free of expense. Individual samples must be labeled with the bidder's name, invitation number, item reference, manufacturer's brand name and number. If samples are requested, they must be sent under separate cover and not included with bid. The District will not be responsible for any bid enclosed with sample boxes.

12. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS. Offerors shall promptly notify the Rockford Public School District of any ambiguity, inconsistency or error which they may discover upon examination of the IFB documents. Interpretations, corrections and changes will be made by amendment. Each bidder shall ascertain prior to submitting an offer that all amendments have been received and acknowledged in the offer.

13. INDEMNIFICATION. The Seller shall indemnify and hold harmless the Rockford Public School District, its agents, officials, and employees from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the District as a consequence of granting the contract.

14. DEFAULT. If delivery of acceptable items or rendering of services is not completed by the time promised, the Rockford Public School District 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. The District shall be entitled to recover its attorney fees and expenses in any successful action by the District to enforce this contract.
15. INSPECTION. Materials or equipment purchased are subject to inspection and approval at the Rockford Public School District’s destination. The District 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 and if not removed within 10-calendar days after notice, returned via collect shipping.

16. WARRANTY. Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of this proposal, including any drawings, specification 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 to the best of the Seller’s knowledge. 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 Rockford Public School District 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.

17. REGULATORY COMPLIANCE. Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) 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 Sheets” in compliance with the Illinois Toxic Substances Disclosure to Employees Act, if applicable.

18. ROYALTIES AND PATENTS. Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the Rockford Public School District harmless from loss on account thereof.

19. COMPLIANCE WITH LAWS AND REGULATIONS. Contractor represents and warrants that throughout the term of this agreement and any extension thereof, Contractor and all products shall be and shall remain in compliance with all applicable federal, state, and local laws and regulations.

20. TERMINATION. (a) The District may terminate this contract in whole or in part, without liability, if deliveries are not made at the time and in the quantities specified or in the event of a breach or failure of the Contractor to comply with any of the other terms or conditions herein. The District shall notify the contractor in writing of the specific nature of the breach and shall request that it be cured. If the Contractor does not cure the breach within thirty (30) days of such notice, the District may immediately terminate this contract. To terminate, the District shall give notice to the Contractor in writing, and to the extent specified therein, Contractor shall immediately terminate deliveries under the contract. Termination of the contract shall not preclude the District from pursuing any and all remedies available to it at law or at equity.

(b) Any termination by the District, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of the District against Contractor.

(c) The District shall have the right to audit all elements of any termination claim and Contractor shall make available to the District on request all books, records, and papers relating thereto.

(d) The Contractor shall be paid only for the performance of work up to the date of termination if the District exercises its right to terminate.

21. TERMINATION WITHOUT CAUSE. This contract may be unilaterally terminated by the District, for any or no reason, upon sixty (60) days written advance notice to the Contractor. Contractor may submit claims for actual work performed up to and including the day of notice of termination with appropriate documentation supporting such claim for materials, labor, or acquired inventory for equitable adjustment and any such material shall become the property of the District upon settlement.

22. ASSIGNMENT. The Contractor may not assign, subcontract, delegate or otherwise transfer this contract or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this contract, without the District’s written consent.

23. FORCE MAJEURE. The obligations of the Contractor to perform under this contract will be excused during each period of delay caused by acts of God or by shortages of power or materials or government orders which are beyond the reasonable control of the Contractor obligated to perform (“Force Majeure Event”). In the event that the Contractor ceases to perform its obligations under this contract due to the occurrence of a Force Majeure Event, the Contractor shall: (1) immediately notify the District in writing of such Force Majeure Event and its expected duration; (2) take all reasonable steps to recommence performance of its obligations under this contract as soon as possible. In the event that any Force Majeure Event delays Contractor's performance for more than thirty (30) days following notice pursuant to this contract, the District may terminate this contract immediately upon written notice to the Contractor.

24. BID CERTIFICATION. The Offeror’s signature on this bid certifies: (a) This offer is genuine and not made in the interest of, or on the behalf of, any undisclosed persons, firms or corporation and is not submitted in conformity with any agreement or rules of any group association, or organization. (b) Offeror has not directly or indirectly induced or solicited any other Offeror to enter a false or sham bid. (c) Offeror has not solicited or induced any person, firm or group to refrain from bidding. (d) Offeror has not sought by collusion or otherwise to obtain for self interest any advantage over any other Offeror or the Owner. The offeror’s signature on the Bid Form certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items and/or services, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract, request additional compensation, or relieve offeror from obligation to perform under this contract.

25. MODIFICATIONS. This contract may be modified only by written bi-lateral modification signed by the parties or duly authorized agents.

26. ADDENDA. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. If the District issues written addenda, such addenda shall become part of the contract documents. An Offeror who fails to receive the District’s addenda, and who has previously submitted an offer, shall not be relieved from any obligation in the offer he or she submitted.

27. BINDING EFFECT. The terms, conditions, provisions, and undertakings of this agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

28. EQUAL OPPORTUNITY EMPLOYER. The Rockford Public School District is an Equal Opportunity Employer and encourages bids or proposals from any company or individual regardless of race, gender, national origin, religion or age.
INTENT

It is the intent of these specifications that the Rockford School District No. 205 (herein the “District”) will procure all specified products of first class workmanship to ensure complete and acceptable product performance in all aspects, within the budget limitations, and in accordance with offering procedures as outlined by Federal Regulations, the Statutes of the State of Illinois, and policies of the Board of Education, School District #205, Winnebago County, Illinois. It is further the intent of these specifications to secure adequate competition from qualified suppliers however standards of quality will not be sacrificed based solely on price.

EVALUATION CRITERIA

Although price is a consideration in the award of bids, this award will not be based on price alone. This solicitation for bids will evaluated utilizing the following criteria, but not in any prescribed order.
1. Price
2. Adherence to these specifications
3. Ordering and delivery
4. Quality of services
5. Contractor past performance
6. Service
7. Review of references
8. Rebate program (provide detailed information)
9. Financial Stability of Firm (provide a copy of your firm's most recent annual report)

The District reserves the right to reject any or all bids or to accept the bid or any part of bid, including substitutions, which embraces such combination of proposals as may promote its interest.

TAX IDENTIFICATION NUMBER

Under recently enacted Federal Law and in accordance with instructions from the Department of Treasury and the Internal Revenue Service, this School District is required to have on file appropriate tax identification information concerning you or your firm. This information should be a Federal Employer's Identification Number, but in the instance of some independent contractors, this number may be a Taxpayer's Identification (Social Security) Number. This information is needed to determine which vendors the District must provide and file a Form 1099.

IN ORDER FOR A BID TO BE CONSIDERED BY THE SCHOOL DISTRICT, THE ABOVE REFERENCED TAX IDENTIFICATION NUMBER MUST BE PROVIDED ON THE FACE SHEET IN THE SIGNATURE SECTION. IT IS ALSO REQUESTED THAT YOU IDENTIFY THE LEGAL ORGANIZATIONAL STATUS OF YOUR FIRM IN THE SIGNATURE SECTION. PLEASE IDENTIFY WHETHER YOUR FIRM IS A CORPORATION, PARTNERSHIP, PROPRIETORSHIP, ETC. SHOULD YOU HAVE ANY QUESTIONS CONCERNING THIS TAX IDENTIFICATION NUMBER, PLEASE CONTACT THE PURCHASING DEPARTMENT.

CONTRACTOR RESPONSIBILITY TO COLLECT AND REMIT ILLINOIS USE TAX

The bidders acknowledge and understand that any resulting contract for goods and services resulting in a contract award to a bidder requires that as a contractor the person or entity and all affiliates of the person or entity will collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act (35 ILCS 105/1 et seq.) regardless of whether the person/entity or affiliate is a “retailer maintaining a place of business within this State” as defined by the Use Tax Act (35 ILCS 105/2)

TERMINOLOGY

"Owner", "Board", or "District" shall mean Rockford School District #205, Winnebago County, Illinois, acting through its authorized representative. "Contractor" shall mean the individual, firm, or corporation proposing to enter into a written agreement with the Owner.

INTERPRETATION OF ERRORS

Should questions arise that require interpretation, such questions shall be referred to the District whose decision shall be conclusive and binding for all parties involved. No advantages shall be taken by any party of manifest clerical errors or omissions in the specifications. All contractors are requested to notify the District immediately of any errors or omissions that may be discovered.

RETURN OF BID INFORMATION

The District has established that only one copy of a bid will be sent to a vendor. It is imperative that, if bidding, an original signature exists on the bid sheets returned. If additional copies of original bid sheets made on a copy machine or are requested, they must also contain original signatures where applicable. When multiple copies are submitted one copy shall be labeled as “Original” on the face page.

USE OF PREMISES

The Contractor shall have access to the premises for the purpose of familiarization with the conditions, delivery points for products, and/or sites for performance of service(s), if applicable, in order to fulfill the requirements of the Contract.
OWNERSHIP OF MATERIALS AND EQUIPMENT
It is clearly understood that all materials and/or equipment supplied by or for the Contractor shall remain the Contractor's property until such time as accepted by the District.

EQUIVALENCY AND SUBSTITUTES
The District shall be the sole and final judge whether any substitute is of equivalent or better quality. This decision is final and will not be subject to recourse. Deviations from the specifications must be supported by documented evidence. These specifications are to be used as identifying those minimum salient characteristics in determining the quality or materials, performance of product(s), and workmanship required, however, the District may purchase equipment and materials that in the District's judgment will best serve the interests of the school district even if at a higher cost based on features that are considered desirable and exceeding those minimum requirements or that represent a breakthrough technology for that industry.

STORAGE OF EQUIPMENT
The Contractor shall be responsible for the storage and safeguarding of the equipment provided under this Contract. Contractor shall have the necessary quantities available at the required time, but shall not make delivery to the premises until agreed upon or requested.

SCOPE OF WORK
This bid requires that the successful Contractor provide all necessary personnel, materials, and equipment; and furnish and deliver said products in accordance with all conditions and specifications.

INSURANCE - GENERAL
The Contractor shall take all necessary precautions not to damage the premises or properties of others. In case of any damage, resulting from operations under this Contract, Contractor shall make proper restitution. The Contractor shall exercise due caution for the protection of persons, and shall protect the District from expense and hold the District harmless from liability by reason of injury, including death, to any person or persons, or from any damage to the property of others occurring as a result of the operations under this Contract. The Contractor's signature on the Bid Cover Sheet, certifies to the District that the Contractor has adequate insurance coverage for any vehicle that may be utilized in the delivery of products or materials on the District's property.

INSURANCE - WORKMEN'S COMPENSATION
The Contractor shall have in effect Workmen's Compensation in an amount as governed by appropriate statutes. Any other coverage within this category shall be in accordance with appropriate regulations.

INSURANCE - UNEMPLOYMENT
It is understood and agreed that neither the Contractor nor any employee of the Contractor, shall be deemed or construed to be an employee of the District and shall not be entitled to the benefits of Unemployment Insurance, Retirement Pension, or other Social Security Legislation normally entitled to any employee of the District. The Contractor agrees to assume full responsibility for the payment of all state and federal taxes, which are now or may be levied, for this purpose.

INSURANCE - GENERAL LIABILITY
It is required that the successful Contractor present to the District before commencing work on this contract a Certificate of Insurance for which coverage is included for contractor liability, contingent liability, contractual liability, and product liability. Bodily injury minimum liability limit shall be $1,000,000 each person, $1,000,000 each occurrence. The property damage minimum liability limit shall be $500,000 each occurrence. Said Certificate shall indicate that the carrying company shall not cancel insurance coverage without giving the District thirty (30) days written advance notice. The District, its officers and employees will be named as additional insureds on this policy certificate.

METHOD OF AWARD
The District reserves the right to award related items on a group basis if deemed in its best interest, even if not stated as such on the specifications. The District further reserves the right to make an aggregate award if in its best interest.

GENERAL AWARD
The award on this bid will not be made at the time specified for the receiving and opening of bids. The bid will be awarded at a later date by the Board of Education.

SCHEDULE OF AWARD
In order that Contractors may more accurately complete the proposal document, it is anticipated that the Board of Education will consider the award of this offer at its meeting on July 9, 2013 and that the successful Contractor(s) will be notified immediately thereafter.

WITHDRAWING OF BIDS
No bid may be withdrawn by a Contractor after the time and date of the official public opening. All bid prices submitted must be valid for a period of sixty (60) days after the date set for the bid opening. This period of time is reserved to permit the Owner to evaluate bids, conduct tests, make the award and issue either a contract or purchase order(s).

VALIDITY OF PRICES
All bid prices must remain valid and firm until product(s) is/are delivered or project completed, and until accepted by the District and invoiced by the Contractor. The District has sixty (60) days after the public opening in which to make an award decision and issue a purchase order(s) or contract and, if so done, the price as stated on the bid will remain firm.
PERIOD FOR ACCEPTANCE OF BIDS
In compliance with the solicitation, the bidder agrees, if this bid is accepted within sixty (60) calendar days from the date specified in the solicitation for the receipt of bids, to furnish any or all items upon which prices are bid at the price set opposite each item, delivered at the designated point(s), within the time specified in the solicitation.

DELIVERIES AND PURCHASE ORDERS
Deliveries will be made in accordance with instructions listed on purchase orders. The portion of the purchase order defining instructions regarding the destination of the equipment and the mailing of the invoice should be noted. A separate invoice is required for each purchase order. Purchase orders issued by the District are authorized with the signature of the Director of Purchasing. Contractors shall not permit any purchase order issued to them to be cancelled or altered in any manner except under the signature of the Director of Purchasing.

LOCATION OF DELIVERY
Delivery is to be made at one (1) location(s) within School District #205. All deliveries must be made between the hours of 8:30 AM and 3:00 PM Monday thru Friday. No deliveries will be accepted on those days observed as a holiday by the Central Administration Offices.

DELIVERY SITE
The delivery is to be made to the Rockford Board of Education, Transportation Center, 2000 Christina St. Street, Rockford, Illinois 61104-2092.

COMPLETION DATES
Contractors are to complete projects as required. Unless stated differently in the solicitation, the product(s) and/or service(s) are to be delivered or completed within the dates required. Should a Contractor be unable to comply with the required completion date, the Contractor is to notify the District immediately.

INSPECTION AND ACCEPTANCE
At the time the Contractor has completed work in accordance with the specifications, the Contractor shall, with the District, make a final inspection. After the final inspection, if the District and the Contractor are in agreement, the Contractor shall submit invoices for payment in accordance with the payment section of these specifications.

SIGNATURES
It is required that the Offeror’s signature appear on the following forms:

1. Second page of Bid Form
2. Statement of No Interest (if applicable)
3. Bid-Rigging Certification
4. Minority and Women Owned Business Form
5. Certificate Regarding Lobbying Form
6. Illinois State Certification Regarding Debarment Form
7. OFAC Compliance Form
8. Bid Sheet(s) (if applicable)

PAYMENT
Payment on invoices will be made in full within forty-five (45) days after acceptance by the District and proper invoicing by the Contractor.

THE FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER MUST APPEAR ON EACH INVOICE REQUESTING PAYMENT. (See clause entitled, “Tax Identification Number”, for further clarification.)

WORK CHANGES
Changes in the Contract or Purchase Order must be agreed upon in writing between the District and the Contractor before execution of any changes involved may be implemented or payment may be withheld pending a determination that such change is required and ratified by the District.

SAFETY CODES
It is required that all equipment be in full compliance with any and all Federal and State Statutes, including OSHA Safety Standards, Environmental Protection Agency and Life Safety Codes, and any applicable ordinances for the City of Rockford, County of Winnebago, Illinois.

QUANTITIES
After bids have been evaluated, the District reserves the right to increase or decrease quantities as stated on the bid for budgetary reasons. The District further reserves the right to accept or reject any or all alternate offers, or to alter the original solicitation document in order to comply with budgetary requirements.
BID PROPOSAL
Bid bidders must return the following when submitting a sealed bid:

A. Second page of Bid Form Signed
B. Statement of No Interest (if applicable)
C. Bid-Rigging Certification
D. Minority and Women Owned Business Form
E. Certificate Regarding Lobbying Form
F. Illinois State Certification Regarding Debarment Form
G. OFAC Compliance Form
H. Bid Sheet(s) (if applicable)
I. Any necessary literature or information

REJECTED GOODS
Rejected goods will be returned to the contractor's address at Contractor's risk and expense. Expenses incident to the examination and testing of materials or supplies which have been rejected will be charged to the contractor's account. Contractor will accept and refund full purchase price for all goods that are damaged (non-viable at time of receipt), of inferior quality, or having latent defects not detected prior to acceptance by the District but upon actual use of the product(s).

CONTRACT
A response to this Request for Proposal (IFB) is an offer to contract with the District based upon the terms, conditions, and specifications contained in the District's IFB. Bids do not become contracts unless, and until they are executed by the District eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions are modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

TERM OF CONTRACT
Resultant contract period shall be from the effective date of award, through June 30, 2014 plus two (2) one-year option periods beginning on the subsequent July 1st of each option year. Unless otherwise terminated prior to July 1st of each option year, the contract shall automatically renew for each of the one-year option years. Notwithstanding, the District's obligation under this contract is contingent upon the availability of budgeted funds from which payment for contract purposes can be made. No legal liability on the part of the District for any payment may arise until funds are made available for this contract.

OPTION YEAR PRICING
The prices submitted on the solicitation should be submitted for the base contract year and all option years as specified. The prices for the base year of the contract and all option years are to be submitted as both firm-fixed prices and a percentage as commission rate. The owner shall have the option of determining which of these pricing options to accept for the duration of the contract.

OPTION TO EXTEND THE TERM OF THE CONTRACT
(a) The District may unilaterally extend the term of this contract, annually by written notice to the Contractor at least thirty (30) days prior to contract expiration.
(b) If the District exercises this option, the extended contract shall be considered to include this option provision. The option is deemed exercised when mailed or otherwise furnished to the contractor.
(c) Upon the exercise of any option period(s), the District may add additional facilities or locations to this contract. Supplies/services will be provided for these facilities or locations for the time periods as specified. All contract terms and conditions will apply to these facilities or locations added.
(d) The District may exercise the options contained in the "Option to Extend the Term of the Contract" clause of this contract by providing the written notice as required by the clause. Upon the exercise of an option year period, supplies and services will be provided for the time periods as specified in the solicitation.
(e) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

EVALUATION OF OPTIONS
(a) The District will evaluate offers for award purposes by determining the lowest base period price. Since option year pricing is based on limits established in the “Pricing” clause, option year pricing is automatically considered when evaluating the base year price. All options are therefore considered to be evaluated. Evaluation of options will not obligate the district to exercise the option(s).
(b) The District may reject the offer if exceptions are taken to the price provisions of the “Pricing” clause, unless the exception results in a lower maximum option year price. Such offers will be evaluated without regard to the lower option year(s) maximum. However, if the offeror offering a lower maximum is awarded a contract, the award will reflect the lower maximum.

CONTRACT EXTENSION
The District reserves the right to temporarily extend this contract for an additional ninety (90) calendar days from its original or any exercised option year expiration date without exercising a full option year for any reason.

ALTERNATE BIDS
Alternate bids are not acceptable and will be rejected by the District. Alternate bids are defined as bids that do not comply with the bid terms, conditions, and specifications. Offerors may submit more than one bid providing that all such bids comply with the bid terms, conditions, and specifications.

PREVAILING RATE OF WAGE
It is required on this bid that the successful Contractor comply with all statutes, both Federal and State, governing payment of wages to employees. The Contractor certifies that by submitting their bid that they will pay the prevailing rate of wage in this area for the particular type of labor, in accordance with State of Illinois Codes and the Illinois Department of Labor. If applicable, the prime Contractor further certifies that all Subcontractors will comply with these same acts. If requested, bidders will submit to the District required information concerning the basic rate of wages per hour that he is either currently or will be paying for the particular type of trade required. Should any Contractor need information concerning the prevailing rate of wage, said information is available at the Office of the Board of Education, 501 Seventh Street, Rockford, Illinois 61104.

Effective January 1, 1990, an amendment to the State of Illinois Prevailing Wage Act requires that if, during the course of work under this contract the Department of Labor revises the prevailing rate hourly wages to be paid under this contract for any trade or occupation, Owner will notify Contractor and each Subcontractor of the change in the prevailing rate of hourly wages. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor and all Subcontractors to each worker to whom a revised rate is applicable. Revisions of the prevailing wage as set forth above shall not result in an increase in the contract sum.

PROHIBITED CONTRACTOR EMPLOYEES ON SCHOOL PREMISES
The contractor shall not send to any school building or school property any employee or agent who would be prohibited from being employed by District due to a conviction of a crime listed in 105 ILCS 5/10-21.9. The contractor shall obtain a criminal history background check before sending any employee or agent to any school building or school property. Additionally, at least quarterly, the contractor shall contact the local law enforcement authority where each employee or agent resides to determine if the employee is on the list of registered felons who have committed child sex offenses.

QUESTIONS
Any questions regarding this bid; may be referred to Vernon Hilton in the Purchasing Department, at hiltonv@rps205.com.
Specifications
IFB 13-35 Diesel Fuel

Compliance with EPA
The Owner is not providing detailed specifications for each type of fuel requested, however, it is required that each bidder complete the information requested on each type bid (see Bid Sheets). The successful Contractor shall be fully responsible for making fuel deliveries that are in full compliance with all EPA regulations.

Contract Assignment - Testing
The contract shall not be assigned in whole or in part without the written consent of the Board of Education, and in no case shall such consent to sublet relieve the assigned Contractor of any and all of the obligations, terms or conditions of the Contract.
All fuel delivered to tanks may be tested at random intervals by a testing bureau on behalf of the Board of Education for the purpose of comparing it with the bid for analysis purposes. It shall be the joint responsibility of the Contractor and the District to secure the test sample of fuel. The cost of conducting this test by a testing bureau shall be paid for by the Board of Education. In case the analysis does not comply with the specifications stated in this bid, the Board of Education reserves the right to withhold payment for such fuel delivered until a satisfactory settlement may be reached. Should samples of fuel that may be taken from succeeding deliveries reveal non-compliance with specifications, the Board of Education reserves the right to cancel the contract for fuels.

Strikers
If at any time during the term of the contract a strike in the industry makes it impossible for fuel to be delivered, the Contractor shall give written notice to the Director of Purchasing of the Rockford Board of Education. It shall be the duty of the Contractor to keep the Board of Education informed at all times of the possibility of such a strike and to take all precautions to fulfill the contract in a timely manner so that all of the District’s fuel tanks may be filled before such strike occurs.

Bidding Procedures
The price bid shall consist of two parts. The first part of the bid price shall be the price per gallon of different types of fuel as of the date of March 31, 2010 in accordance with OPIS/Rockford/Average. This price will be permitted to fluctuate upward and downward during the course of the Contract. The second part of the bid price consists of the price determined by the Contractor for his transportation and delivery costs plus profit margin. This part of the bid price will remain firm for each year of the Contract. Please examine carefully the following paragraphs as they relate to miscellaneous items used to determine the lowest responsible bidder.
1. The Owner is not subject to Illinois State Sales Tax and an Exemption Certification will be provided upon request.
2. All firms submitting a bid should have identical information for the first part of the bid price, i.e., the price per gallon of the specific type fuels on March 31, 2010 according to OPIS/Rockford/Average. A copy of the pertinent section of OPIS/Rockford/Average must be provided with each bid.
3. The second part of the bid price on the Bid Sheets relates to the amount above or below OPIS/Rockford/Average required by the bidding firm for its transportation and delivery costs and profit margin.
4. All invoices submitted for payment during the course of this Contract shall list the price of the fuel according to OPIS/Rockford/average plus the constant factor of profit and transportation and delivery costs and any applicable taxes. A copy of the pertinent section of OPIS/Rockford/Average must be provided with each invoice submitted.
5. The lowest responsible bidder shall be determined by multiplying the cost per gallon by the number of estimated gallons.
6. The Contractor shall be responsible for providing fuels that meet all Federal and State EPA regulations at the time of delivery. The Contractor is responsible for having knowledge of the current regulations that govern the use of these fuels.
7. The price per gallon for each delivery shall be determined by taking the fluctuating price of the fuel on the date of delivery according to OPIS/Rockford/Average and adding the constant price bid for the transportation and delivery costs and profit margin.

8. Effective April 1, 1988, the Internal Revenue Service issued rules and regulations pertaining to the Excise Tax on fuels. These regulations permit State and Local government purchases of fuel for the exclusive use by these governmental bodies to remain tax exempt. Based upon this, an integral part of this bid requires the Contractor to submit to the School District invoices exclusive of this tax. The District is willing to provide the Contractor, for each delivery, a certificate so that the Contractor may claim reimbursement.

9. The Transportation Department will place orders for diesel fuel with deliveries to be made to the designated receiving location on a next day delivery basis if practical.

10. The Offeror will supply a price per gallon breakdown on the date of delivery, for each delivery.

Billing Procedure on Gallonage
The Contractor shall bill and invoice the District for all fuel based on a gross gallonage billing.

Pricing/Economic Adjustment Clause (for part two of bid price only)
Contractor agrees to hold firm the price offered throughout the first twelve (12) months of the contract. For each subsequent twelve (12) month period thereafter, and upon a minimum of sixty (60) days advance written notice to the District, Contractor may increase price only if transportation and delivery costs have increased, and then such increase shall be limited to three percent (3%) of the price in effect during the previous twelve (12) month period. Prior to implementing any price increase, the Contractor will justify to the District such price increase by demonstrating to the District with appropriate documentation the nature and extent of any such price increase. In the event of any price decrease during the term of this contract, Contractor will reduce the price by the same percentage reduction as such price decrease. Any change in price must be submitted by the Contractor at least 60 days prior to the anniversary date of the contract. If no price change is submitted, the District will assume prices are firm for the next 12 months.

The District reserves the right to reject any price increase and terminate without cost the future performance of the contract.
Diesel Fuel

Offeror agrees to provide and deliver into the fuel tanks of the Owner the required quantities of #1 and #2 ultra low sulfur diesel fuel (15 ppm sulfur maximum) in accordance with all conditions and specifications. The Owner will be responsible only for those quantities actually ordered. (Estimated quantity: 635,000 of #2, and 25,000 of #1).

Description

A. The price per gallon of #1 & #2 Diesel Fuel as stated in OPIS/Rockford/Average for the date of April 24, 2013

B. Price per gallon above or below OPIS/Rockford/Average to cover transportation and delivery charges, plus profit structure, for #1 ultra low sulfur diesel fuel and #2 ultra low sulfur diesel fuel delivered in transport load quantities. (Approximately 660,000 gallons total).

C. Federal Environmental fee Recovery.

D. List current applicable State of Illinois Motor fuel Tax (per gallon).

E. Illinois U.S.T. Tax

F. List current applicable L.U.S.T. tax per gallon.

G. List current applicable State of Illinois Environmental Impact Fee.

Cost

#1 Diesel $3.4069  
#2 Diesel $3.1043  
+$  
-$ 0.0246  
$0.0019  
$0.2150  
$0.0030  
$0.0010  
$0.0080  

Total per gallon $3.6112  
ULSD #1  
ULSD #2

Grand Total for 660,000 gallons $2,191,241.00

**Total calculated using 635,000 gallons of #2 Diesel and 25,000 gallons of #1 Diesel**

Bid submitted by:

Mansfield oil Company

Company

1025 Airport Parkway SW

Address

Gainesville, GA. 30501

City, State & Zip Code

(678) 450-2000

Phone No.

(800) 255-6699

List Toll-Free No. (if available)

58-1091383

FEIN

Signature

Andy Milton, VP of Supply & Distribution

Typed Name & Title

June 25, 2013

Date

(678) 450-2242

Fax No.

moebids@mansfieldoil.com

E-mail
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Bid 13-35 Diesel Fuel  
Due: Thursday June 27, 2013  
Time: 10:30 AM

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Bid Opening Official:  
Tamara Russey

Bid Recording Official:  
Cheri Faith  
Time: 10:30 AM