

**CONTRACT FOR SUPPLY**

**CONTRACT NO: 1584-14299**

**FOR**

**MOTOR FUELS  
(UNLEADED FUEL, DIESEL AND BIO-DIESEL FUEL)**

**BETWEEN**



**VARIOUS COOK COUNTY AGENCIES**

**AND**

**MANSFIELD OIL COMPANY**

**(Based on the City of Fort Worth, Texas Contract Number 14-0121)**

**APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS**

**APR 29 2015**

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**CONTRACT FOR SUPPLY**

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- Exhibit 1 Cook County Requirements
- Exhibit 2 Cook County Price Proposal
- Exhibit 3 City of Fort Worth, Texas Contract (Contract Number 14-0121)
- Exhibit 4 Evidence of Insurance

Economic Disclosure Statement (Including MBE/WBE participation plan)  
Signature Pages

**AGREEMENT**

This Agreement is made and entered into as of May 1, 2015 (“Effective Date”) by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of the Various Cook County Agencies hereinafter referred to as “County” and Mansfield Oil Company, doing business as a corporation of the State of Georgia hereinafter referred to as “Contractor”.

**BACKGROUND**

**Whereas**, the County, pursuant to Section 34-140 (the “Reference Contract Ordinance”) of the Cook County Procurement Code, states: “If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;” and

**Whereas**, the City of Fort Worth, Texas (“the City”) solicited an RFP for Motor Fuels (Unleaded Fuel, Diesel and Bio-Diesel Fuel) on June 4, 2014 and the Contractor was identified as the qualified and best value provider for the services; and

**Whereas**, the City of Fort Worth, Texas (“the City”) entered into a contract on February 10, 2015 for the provision of services by the Contractor for the City relative to Motor Fuels (Unleaded Fuel, Diesel and Bio-Diesel Fuel) (“the City Contract”); and

**Whereas**, the County through the City-County collaboration initiative, wishes to leverage the procurement efforts of the City; and

**Whereas**, this contract made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the “County” and Mansfield Oil Company, herein after the “Contractor”; and

**Whereas**, the County, through the Various Cook County Agencies, desires certain similar supplies of the Contractor; and

**Whereas**, County Offices, Departments, and Agencies may utilize this agreement for specific contracted procurement efforts, as may be applicable via future amendments to this agreement; and

**Whereas**, the Contractor agrees to provide to the County Unleaded Fuel, Diesel and Bio-Diesel Fuel incorporated as Exhibit 1, Cook County Requirements, Exhibit 2, Cook County Price Proposal and Exhibit 3, City of Fort Worth, Texas (Contract No. 14-0121); and

**Whereas**, the Contractor warrants that it is ready, willing and able to deliver these supplies set forth in Exhibit 1 Cook County Requirements and Exhibit 2 Cook County Price Proposal, on all pricing and payment terms equivalent to or more favorable to the County than those contained in the City Contract as set forth in Exhibit 1 Cook County Requirements and Exhibit 2, Cook County Price Proposal, and incorporated herein by reference; and

**Whereas**, the County's General Conditions are incorporated and attached, and this Contract incorporates and is subject to the provisions attached hereto as General Conditions, and is incorporated herein by this reference. Notwithstanding such incorporation, none of the terms set forth in Exhibit 3 City of Fort Worth, Texas Contract, which conflict with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions; and

**Whereas**, this Contract shall be effective May 1, 2015 through April 30, 2016 and include one (1), one-year renewal option; and

**Whereas**, Payment shall be as follows:

In no case shall such charges exceed the amount of \$2,085,721.00. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County; and

**Whereas**, the County and the Contractor agree to the Terms and Conditions as stated in the City Contract, hereto incorporated by reference as Exhibit 3, City of Fort Worth, Texas Contract (Contract No. 14-0121), all as may be applicable to the County.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the Parties, the Contractor and the County agree and the information set forth is incorporated by reference herein.

**INCORPORATION OF BACKGROUND INFORMATION**

The Background Information set forth above is incorporated and made a part of this Agreement by reference.

**INCORPORATION OF EXHIBITS**

The following attached Exhibits are made a part of this Agreement:

- Exhibit 1      Cook County Requirements
- Exhibit 2      Cook County Price Proposal
- Exhibit 3      City of Fort Worth, Texas Contract (Contract No. 14-0121)
- Exhibit 4      Evidence of Insurance

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**GENERAL CONDITIONS  
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**GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS**

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the County Chief Procurement Officer ("Chief Procurement Officer"). In no case, however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

The Contractor shall identify any and all contractors and subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). All such persons shall be subject to the prior approval of the County. The Contractor will only subcontract with competent and responsible Subcontractors. The Chief Procurement Officer may require in his or her sole discretion, that the Contractor provide copies of all contracts with subcontractors.

The Contractor and its employees, contractors, subcontractors, agents and representatives are, for all purposes arising out of this Contract, independent contractors and are not employees of the County. It is expressly understood and agreed that the Contractor and its employees, contractors, subcontractors, agents and representatives shall in no event as a result of a contract be entitled to any benefit to which County employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

**GC-02 INDEMNIFICATION**

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

**GC-03 INSPECTION AND RESPONSIBILITY**

The County shall have a right to inspect and approve any Contract goods, equipment, supplies or services used in carrying out this Contract and shall approve the quality and standards of all materials or completed work furnished under this Contract. Contract goods, equipment, supplies or services not complying herewith may be rejected by the Chief Procurement Officer and/or the Director and shall be replaced and/or re-performed by the Contractor at no cost to the County. Any Contract goods, equipment or supplies rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Contract goods, equipment or supplies have been rejected.

**GC-04 PAYMENT TO CONTRACTORS AND SUBCONTRACTORS**

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables (i.e., the goods, equipment, supplies or services) including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

**GC-04 PAYMENT TO CONTRACTORS AND SUBCONTRACTORS (cont.)**

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies or equipment set forth in the Contract to the Using Agency, or that it has properly performed the services set forth in the Contract. The invoice must also reflect the dates and amount of time expended in the provision of services under the Contract. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Contractor receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Contract, the Contractor must make payment to its subcontractors within 15 days after receipt of payment from the County, provided that such subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment to a subcontractor when the subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Contractor is acting in good faith, and not in retaliation for a subcontractor exercising legal or contractual rights.

**GC-05 PREPAID FEES**

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any goods, equipment, supplies or services to be provided pursuant to this Contract, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for such goods, equipment, supplies or services not actually provided as a result of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

**GC-06 TAXES**

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

**GC-07 PRICE REDUCTION**

If at any time after the Contract award, Contractor makes a general price reduction in the price of any goods, equipment, supplies or services covered by the Contract, the equivalent price reduction based on similar quantities and/or considerations shall be applied to this Contract for the term of the Contract. Such price reductions shall be effective at the same time and in the same manner as the reduction in the price to customers generally.

**GC-08 CONTRACTOR CREDITS**

To the extent the Contractor gives credits toward future purchases from its financial incentives, discounts, value points or other benefits based on the purchase of the goods, equipment, supplies or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Contractor shall report any such credits to the Chief Procurement Officer.

**GC-09 DISPUTES**

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and Director. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

**GC-10 CONTRACT AMENDMENTS**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to the Contract. Any modifications or amendments to the Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Contractor is hereby notified that, except for amendments which are made in accordance with this GC-10 Modifications and Amendments, no Using Agency or employee thereof has authority to make any modification or amendment to the Contract.

**GC-11 DEFAULT**

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under the Contract within the specified time;
2. Failure to perform under the Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Performance of the Contract in an unsatisfactory manner;
4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of the Contract for the benefit of creditors;

**GC-11 DEFAULT (con't.)**

8. Any cause whatsoever which impairs performance in an acceptable manner; or
9. Any other material breach of any term or condition of the Contract.

County shall be in default hereunder if any material breach of the Contract by the County occurs which is not cured by the County within forty-five (45) days after written notice of breach has been given by Contractor to the County, setting forth the nature of such breach.

**GC-12 COUNTY'S REMEDIES**

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-11, Default, the County shall have the right to terminate the Contract provided, however, that the County shall give Contractor prior written notice of its intent to terminate. Following notice of breach to Contractor, the County reserves the right to withhold payments owed to Contractor until such time as Contractor has cured the breach which is the subject matter of the notice. In addition, the County shall have the right to pursue all remedies in law or equity.

**GC-13 CONTRACTOR'S REMEDIES**

If the County has been notified of breach and fails to remedy the breach during the forty-five (45) day cure period pursuant to General Condition GC-11, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those provable damages not to exceed the value of the Contract as awarded by the Cook County Board of Commissioners or the Chief Procurement Officer.

**GC-14 DELAYS**

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever related to the performance of the Contract.

**GC-15 INSURANCE REQUIREMENTS**

**Waiver of Subrogation**

All insurance policies shall contain a Waiver of Subrogation Endorsement in favor of Cook County.

**Insurance Requirements of the Contractor**

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess Liability or as specified elsewhere.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

**Coverages**

(a)

**Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of
  - \$500,000 each Accident
  - \$500,000 each Employee
  - \$500,000 Policy Limit for Disease

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Completed Operations Aggregate	\$ 2,000,000

The General Liability policy shall include the following coverages:

- (a) All premises and operations;
- (b) Contractual Liability;
- (c) Products/Completed Operations;
- (d) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(d) **Contractor's Pollution Liability**

Contractor will maintain pollution liability insurance with limits of liability of \$1,000,000 each claim and in the aggregate.

The policy will provide coverage for amounts the Contractor becomes obligated to pay as loss as a result of claims for bodily injury, property damage or clean-up costs caused by a pollution incident. Pollution incidents will include the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter.

If the policy is a 'claims made' form or if any coverage under this policy is written as 'claims made', coverage will be maintained for two years after project completion.

(e) **Umbrella/Excess Liability Insurance**

Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence:	\$4,000,000
General Aggregate Per Project	\$4,000,000

**Additional requirements**

(a) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed. Contractor's insurance shall be primary and non-contributory with any insurance or self-insurance maintained by Cook County. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(c) **Insurance Notices**

Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

(d) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

**GC-16 PATENTS, COPYRIGHTS AND LICENSES**

Contractor agrees to hold harmless and indemnify the County, its officials, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other intellectual property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or to modify the system or its component parts so that it becomes non-infringing while performing in a substantially similar manner to the original system, meeting the Specifications of this Contract.

**GC-17 COMPLIANCE WITH LAWS**

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract, including but not limited to those County Ordinances set forth in the Certifications, Affidavits or EDS attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required in order to perform this Contract.

**GC-18 DELIVERY**

All Contract goods, equipment or supplies shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at delivery locations.

The quantity of Contract goods, equipment or supplies based on weight that are delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300**

**I. POLICY AND GOALS**

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)**

- B. The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for each Contract are twelve and a half percent (12.5%) MBE and five percent (5%) WBE of the awarded contract price for work to be performed for this contract. A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.
- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a contractor, subcontractor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this General Condition, GC-19; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this GC-19 and the Ordinance or the policies and procedures, the Ordinance shall control.
- F. A Contractor's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

**II. REQUIRED BID OR PROPOSAL SUBMITTALS**

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)**

**A. MBE/WBE Utilization Plan**

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subcontractors, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

**1. Letter(s) of Intent**

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

**Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

**2. Letter(s) of Certification**

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance).

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

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3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance). The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

**Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

**III. REDUCTION/WAIVER OF MBE/WBE GOALS**

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

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**IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN**

- A. A Contractor, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.
- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Contractor shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Contractor to award the work to a Person that is not certified as an MBE or WBE.

**V. NON-COMPLIANCE**

If the CCD determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this GC-19, the Contract Compliance Director shall notify the Contractor of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

**VI. REPORTING/RECORD-KEEPING REQUIREMENTS**

The Contractor shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Contractor shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime contractor.

**VII. EQUAL EMPLOYMENT OPPORTUNITY**

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to contractor and subcontractor obligations.

Any questions regarding this section should be directed to:

Contract Compliance Director  
Cook County  
118 North Clark Street, Room 1020  
Chicago, Illinois 60602  
(312) 603-5502

**GC-20 MATERIAL DATA SAFETY SHEET**

Where required under the Illinois "Toxic Substance Disclosure to Employees Act", Illinois Compiled Statutes, 820 ILCS 255/1, Contractor shall submit with each delivery of Contract goods, equipment or supplies a Material Safety Data Sheet.

**GC-21 CONDUCT OF THE CONTRACTOR**

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance, Section 2-621 et al., Cook County Code. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with the Contract.

**GC-22 ACCIDENT REPORTS**

The Chief Procurement Officer and Director shall be given written notification within twenty-four (24) hours of any occurrence, on the site or otherwise, which pertains in any way to the performance of this Contract and involves the Contractor's personnel, or those of any of his subcontractors or others whether said occurrence be in the nature of bodily injury to employees or third parties or property damage.

The report shall include the name of person(s) injured, name of his employer, date, time and location of occurrence, extent of injury and/or damage, name(s) of eyewitnesses, and who treated the person(s) for injuries sustained, and such other information as may be relevant. The Contractor shall notify the local police of any occurrence requiring an official police record. The accident report should indicate whether the police were notified and, if so, the number of the police report.

**GC-23 USE OF PREMISES**

Contractor shall confer with the Director to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall comply therewith. The Contractor shall confine the operations of its employees to the limits indicated by laws, ordinances, permits and/or direction of the Director and shall not encumber the premises with materials or debris. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its structural integrity.

The County reserves the right to prohibit any person from entering any County facility for any reason. All subcontractors, agents and employees of the Contractor shall be accountable to the Director while on any County property and shall abide by all security regulations imposed by the County.

**GC-24 GENERAL NOTICE**

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

Chief Procurement Officer  
County of Cook  
Room 1018 County Building  
118 North Clark Street  
Chicago, Illinois 60602  
(Reference County Contract Number)

**GC-24 GENERAL NOTICE (con't.)**

TO THE CONTRACTOR:

At address provided in its bid document or as otherwise indicated in writing to County.

**GC-25 TERMINATION FOR CONVENIENCE**

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer. The Contractor shall not invoice the County for any goods, equipment, supplies or services provided after the effective date of termination.

**GC-26 GUARANTEES AND WARRANTIES**

Unless otherwise stated herein, all guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Director before final payment on the Contract is issued. The Contractor agrees that the Contract goods, equipment, supplies or services to be furnished shall be covered by the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar Contract goods, equipment, supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

**GC-27 STANDARD OF CONTRACT GOODS, EQUIPMENT OR SUPPLIES**

Only new, originally manufactured Contract goods, equipment or supplies will be accepted by the County. The County will not accept any Contract goods, equipment or supplies that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Contract goods, equipment or supplies not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the offering of the proposal, will be considered experimental.

**GC-28 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance of the Contract. Contractor shall comply with the applicable privacy laws and regulations affecting the County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of this Contract shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use, any documents, data, studies, report, work product or product obtained from the County of Cook or created hereby for its own purposes or to be copied and used by any third party. During the performance of the services herein provided for, the Contractor shall be responsible of any loss or damage to the County's documents while they are in the Contractor's possession, and any such document lost or damaged shall be restored at the expense of the Contractor.

**GC-29 QUANTITIES**

The quantities of materials required for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required during the term of the Contract. The County reserves the right to increase or decrease the quantities at the Contract price, to correspond to the actual needs of the County. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Chief Procurement Officer.

**GC-30 AUDIT; EXAMINATION OF RECORDS**

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

**GC-31 GOVERNING LAW**

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

**GC-32 COOPERATION WITH INSPECTOR GENERAL**

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

**GC-33 WAIVER**

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified term or provision.

**GC-34 ENTIRE CONTRACT**

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

**GC-35 FORCE MAJEURE**

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

**GC-36 GOVERNMENTAL JOINT PURCHASING AGREEMENT**

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods, supplies, equipment or services under this Contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

**GC-37 COMPARABLE GOVERNMENT PROCUREMENT**

As permitted by the County of Cook, other government entities, if authorized by law, may wish to also purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Contractor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

**GC-38 FEDERAL CLAUSES**

The following provisions apply to all Contracts which are funded in whole or in part with federal funds.

1. **Interest of Members of or Delegates to the United States Congress**

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. **False or Fraudulent Statements and Claims**

(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

**GC-38 FEDERAL CLAUSES (con't.)**

- (b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

- (a) **General.** If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.
- (b) **Federal Rights.** Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

- (a) **Definition.** The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.
- (b) **Federal Restrictions.** The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.
- (c) **Federal Rights in Data and Copyrights.** In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
  - (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
  - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

**GC-38 FEDERAL CLAUSES (con't.)**

- (d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
- (e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

**5. Records and Audits**

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

GC-38 FEDERAL CLAUSES (con't.)6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

- (a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- (b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

**GC-38 FEDERAL CLAUSES (con't.)**

(e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. Cargo Preference - Use of United States Flag Vessels

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

9. Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

10. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

**GC-38 FEDERAL CLAUSES (con't.)**

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

13. **Contract Work Hours and Safety Standards Act**

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

**GC-38 FEDERAL CLAUSES (con't.)**

- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction,

review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

**GC-38 FEDERAL CLAUSES (con't.)**17. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

18. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

20. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

**GC-38 FEDERAL CLAUSES (con't.)**21. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

23. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

25. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

**GC-39 CONTRACT INTERPRETATION**

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Specification.
3. General Conditions.

**END OF SECTION**

CONTRACT NO: 1584-14299

EXHIBIT 1

**Cook County Requirements**

Cook County Requirements

Mansfield Oil Company shall provide motor fuels (unleaded fuel, diesel and bio-diesel fuel) on an as-needed basis. The diesel and unleaded fuel shall be provided to the various Cook County Agencies, all in accordance with the Contract Documents, Specifications and Proposal herein.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new location shall be within the geographical boundaries of the County of Cook.

Vendor shall deliver to the following locations with the respective tank capacity:

Cook County Sheriff's Police  
2323 S. Rockwell Ave.  
Chicago, IL

Unleaded Fuel Tank Size:	10,000 Gallons	Under Ground Fuel Tank
Diesel Fuel Tank 1 West Size:	10,000 Gallons	Under Ground Fuel Tank
Diesel Fuel Tank 2 East Size:	5,000 Gallons	Under Ground Fuel Tank

Delivery Information for the Sheriff's Police:

Contact Person: Ken Czulno at 773-843-6028

Monday through Friday. Twenty-four hour receiving available.

Cook County Department of Transportation and Highways  
Maintenance Bureau District 1  
2325 Meacham Road  
Schaumburg, IL

Unleaded Fuel Tank Size:	2,500 Gallons	Under Ground Fuel Tank
Diesel Fuel Tank Size:	10,000 Gallons	Under Ground Fuel Tank

Cook County Department of Transportation and Highways  
Maintenance Bureau District 2  
2101 Ballard Road  
Des Plaines, IL

Unleaded Fuel Tank Size	2,500 Gallons	Under Ground Fuel Tank
Diesel Fuel Tank Size:	10,000 Gallons	Under Ground Fuel Tank

Cook County Department of Transportation and Highways  
Maintenance Bureau District 3  
901 East 26<sup>th</sup> Street  
La Grange Park, IL

Unleaded Fuel Tank Size	2,500 Gallons	Under Ground Fuel Tank
Diesel Fuel Tank Size:	10,000 Gallons	Under Ground Fuel Tank

Cook County Department of Transportation and Highways  
Maintenance Bureau District 4  
8900 West 135<sup>th</sup> Street  
Orland Park, IL

Unleaded Fuel Tank Size	2,500 Gallons	Under Ground Fuel Tank
Diesel Fuel Tank Size:	10,000 Gallons	Under Ground Fuel Tank

Cook County Department of Transportation and Highways  
Maintenance Bureau District 5  
13600 South Ashland Ave.  
Riverdale, IL

Unleaded Fuel Tank Size	2,500 Gallons	Under Ground Fuel Tank
Diesel Fuel Tank Size:	10,000 Gallons	Under Ground Fuel Tank

All Cook County Department of Transportation and Highways Sites:

Contact Person: Randy Piscitelli at 312-802-5785

Minimum Load Order Will Be 300 Gallons Per Location.

Normal Delivery & Filling Working Hours Shall Be Monday Through Friday, 7:00 A.M To 3:00 P.M., Excluding Federal Holidays.

All Deliveries Shall Be Performed During Normal Working Hours.

Forest Preserve District  
Salt Creek Nursery  
500 Ogden Avenue  
Western Springs, IL

Unleaded Fuel Tank Size:	1,000 Gallon	Above Ground Fuel Tank
Diesel Fuel Tank Size:	500 Gallon	Above Ground Fuel Tank

Forest Preserve District  
Salt Creek Division  
17<sup>th</sup> Avenue, Salt Creek  
North Riverside, IL

Unleaded Fuel Tank Size:	2,500 Gallon	Above Ground Fuel Tank
Diesel Fuel Tank Size:	500 Gallon	Above Ground Fuel Tank

Forest Preserve District  
 Skokie Forestry Headquarters  
 1140 Harms Road  
 Glenview, IL

Unleaded Fuel Tank Size:	750 Gallon	Above Ground Fuel Tank
Diesel Fuel Tank Size:	250 Gallon	Above Ground Fuel Tank

Forest Preserve District  
 Sag Valley Division Headquarters  
 12201 W. McCarthy Road  
 Palos Park, IL

Unleaded Fuel Tank Size:	1,500 Gallon	Above Ground Fuel Tank
Diesel Fuel Tank Size:	500 Gallon	Above Ground Fuel Tank

Forest Preserve District  
 Tinley Creek Division Headquarters  
 13800 S. Harlem Avenue  
 Orland Park, IL

Unleaded Fuel Tank Size:	2,000 Gallon	Above Ground Fuel Tank
Diesel Fuel Tank Size:	500 Gallon	Above Ground Fuel Tank

Forest Preserve District  
 Tinley Creek Forestry  
 6797 W. 147<sup>th</sup> Street  
 Oak Forest, IL

Unleaded Fuel Tank Size:	2,000 Gallon	Under Ground Fuel Tank
Diesel Fuel Tank Size:	2,000 Gallon	Under Ground Fuel Tank

Forest Preserve District  
 Thorn Creek Division  
 Thornton Road, 1 Mile E. of Town  
 Thornton, IL

Unleaded Fuel Tank Size:	2,500 Gallon	Above Ground Fuel Tank
Diesel Fuel Tank Size:	500 Gallon	Above Ground Fuel Tank

Forest Preserve District  
 Poplar Creek Headquarters  
 Golf Road Between Barrington  
 Road & Route 59

Unleaded Fuel Tank Size:	1,000 Gallon	Above Ground Fuel Tank
Diesel Fuel Tank Size:	500 Gallon	Above Ground Fuel Tank

Forest Preserve District  
 Deer Grove Maintenance Building  
 North Side of Dundee Road  
 At Smith Road  
 Palatine, IL

Unleaded Fuel Tank Size:	750 Gallon	Above Ground Fuel Tank
Diesel Fuel Tank Size:	250 Gallon	Above Ground Fuel Tank

Forest Preserve District  
 Calumet Division Headquarters  
 1926 W. 91<sup>st</sup> Street  
 Chicago, IL

Unleaded Fuel Tank Size:	2,000 Gallon	Under Ground Fuel Tank
Diesel Fuel Tank Size:	2,000 Gallon	Under Ground Fuel Tank

Forest Preserve District  
 Central Garage/Warehouse  
 1<sup>st</sup> Avenue & Roosevelt Road  
 Maywood, IL

Unleaded Fuel Tank Size:	2,500 Gallon	Above Ground Fuel Tank
Diesel Fuel Tank Size:	500 Gallon	Above Ground Fuel Tank

Forest Preserve District  
 Skokie Division Headquarters  
 1720 Cherry Street  
 Northfield, IL

Unleaded Fuel Tank Size:	1,000 Gallon	Above Ground Fuel Tank
Diesel Fuel Tank Size:	500 Gallon	Above Ground Fuel Tank

Forest Preserve District  
 Thorn Creek Resource Management  
 184<sup>th</sup> and Stony Island  
 Lansing, IL

Unleaded Fuel Tank Size:	750 Gallon	Above Ground Fuel Tank
Diesel Fuel Tank Size:	250 Gallon	Above Ground Fuel Tank

Forest Preserve District  
 Crab Tree Nature Center  
 Stover Road, 1 Mile North  
 of Algonquin Road  
 Barrington, IL

Unleaded Fuel Tank Size: 500 Gallon Above Ground Fuel Tank  
 Diesel Fuel Tank Size: No Tank Above Ground Fuel Tank

Forest Preserve District  
 Des Plaines Division  
 801 N. River Road  
 Prospect, IL

Unleaded Fuel Tank Size: 1,500 Gallon Above Ground Fuel Tank  
 Diesel Fuel Tank Size: 500 Gallon Above Ground Fuel Tank

Forest Preserve District  
 Indian Boundary Division  
 8800 W. Belmont Avenue  
 Chicago, IL

Unleaded Fuel Tank Size: 4,000 Gallon Under Ground Fuel Tank  
 Diesel Fuel Tank Size: 2,000 Gallon Under Ground Fuel Tank

Forest Preserve District  
 North Branch Division  
 6633 Harts Road  
 Niles, IL

Unleaded Fuel Tank Size: 2,000 Gallon Above Ground Fuel Tank  
 Diesel Fuel Tank Size: 500 Gallon Above Ground Fuel Tank

Forest Preserve District  
 Northwest Division  
 3500 S. Rohlwing Road  
 Rolling Meadows, IL

Unleaded Fuel Tank Size: 2,500 Gallon Above Ground Fuel Tank  
 Diesel Fuel Tank Size: 500 Gallon Above Ground Fuel Tank

Forest Preserve District  
 Northwest Forestry Headquarters  
 640 Cosman Road  
 Elk Grove Village, IL

Unleaded Fuel Tank Size: 500 Gallon Above Ground Fuel Tank  
 Diesel Fuel Tank Size: 1,500 Gallon Above Ground Fuel Tank

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Forest Preserve District  
Palos Division  
99<sup>th</sup> & Willow Springs Road  
Willow Springs, IL

Unleaded Fuel Tank Size: 500 Gallon Above Ground Fuel Tank  
Diesel Fuel Tank Size: 2,500 Gallon Above Ground Fuel Tank

All Cook County Forest Preserve Sites:  
Contact Person: Tom Conlon at 312-603-8968  
Minimum Load Order Will Be 300 Gallons of Unleaded Gasoline, and Special Blend Diesel Fuel Combined Per Location.  
Normal Delivery & Filling Working Hours Shall Be Monday Through Friday, 6:30 A.M. To 2:30 P.M., Excluding Federal Holidays.  
All Deliveries Shall Be Performed During Normal Working Hours.

Provident Hospital  
500 East 51<sup>st</sup> Ave.  
Chicago, IL

Diesel Fuel Tank Size: 10,000 Gallon Under Ground Fuel Tank  
Diesel Fuel Tank Size: 10,000 Gallon Under Ground Fuel Tank

Oak Forest Health Center  
1590 S. Cicero Ave.  
Oak Forest, IL

Unleaded Fuel Tank Size: 10,000 Gallons Under Ground Fuel Tank  
Diesel Fuel Tank Size: 6,000 Gallons Under Ground Fuel Tank

Stroger Hospital  
1858 West Polk Street  
Chicago, IL

Diesel Fuel Tank Size: 15,000 Gallons Under Ground Fuel Tank  
Diesel Fuel Tank Size: 15,000 Gallons Under Ground Fuel Tank  
Diesel Fuel Tank Size: 15,000 Gallons Under Ground Fuel Tank  
Unleaded Fuel Tank Size: 300 Gallons Above Ground Fuel Tank

CONTRACT NO: 1584-14299

All Cook County Hospital Sites:

Provident Hospital Contact Person: Tom Whelan at 312-572-1101

Oak Forest Hospital Contact Person: Chuck Bloom at 708-633-2317

Stroger Hospital Contact Person: David Lai at 312-864-2808

Minimum Load Order Will Be 300 Gallons Per Location.

Normal Delivery & Filling Working Hours Shall Be Monday Through Friday. Diesel Fuel Deliveries Shall Be Between the Hours of 6:00 A.M. and 2:00 P.M. Unleaded Fuel deliveries Shall Be Between the Hours of 9:00 A.M. and 2:00 P.M., Excluding Federal Holidays.

All Deliveries Shall Be Performed During Normal Working Hours.

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CONTRACT NO: 1584-14299

EXHIBIT 2

**Cook County Price Proposal**

CONTRACT NO: 1584-14299

Cook County Price Proposal

This agreement will enable an overall value that will not exceed \$2,085,721.00 from May 1, 2015 through April 30, 2016 with one (1), one-year renewal option for the supply of unleaded fuel, diesel and bio-diesel fuel.

CONTRACT NO: 1584-14299

EXHIBIT 3

**City of Fort Worth, Texas Contract (Contract No. 14-0121)**

**City of Fort Worth, Texas**

Contract #14-0121

*for*

Motor Fuels and Aviation Fuels

*with*

Mansfield Oil

Effective: January 1, 2015

P.O. DATE: 12/19/2014



# CITY OF FORT WORTH

## Purchase Order

Blanket Order Number  
**PO-15-00086157**  
 SHOW THIS NUMBER ON ALL  
 PACKAGES, INVOICES AND  
 SHIPPING PAPERS.

**VENDOR**  
 Vendor Number: 0000017755  
 MANSFIELD OIL CO OF GAINESVILLE INC  
 1025 AIRPORT PKWY SW  
 ACH ONLY  
 GAINESVILLE, GA 30501

**S H I P T O** EQUIPMENT SERVICES DEPARTMENT

**B I L L T O** MAIL INVOICE IN DUPLICATE TO:

INVOICES: Direct invoices in DUPLICATE to the address shown.  
 STANDARD PURCHASING TERMS AND CONDITIONS set forth in the  
 City of Fort Worth's Bid or Quotation, are incorporated herein by  
 reference and become a part of this order.

Bid No.:				Payment Terms: ACH (DIRECT DEPOSIT) Shipping Terms: Delivery Calendar Day(s) A.R.O.: 0						
Item		Requisition #	Quantity	Unit	Unit Price	Total				
1	Non-Exclusive Purchase Agreement authorized by City Council on December 2, 2014, M&C P-11716, for the City of Fort Worth and Mansfield Oil Company, to provide motor fuels and aviation fuels for the Equipment Services Department. This Contract shall begin January 01, 2015 with an expiration date of December 31, 2019, with four (4) one-year options to renew. The City may terminate this Contract at any time and for any reason by providing the other party with 30 days written notice of termination.  Class-Item 405-15									
2	Motor Fuels and Aviation Fuels  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">LN/FY/Account Code</td> <td style="width: 30%;">Dollar Amount</td> </tr> <tr> <td>//</td> <td></td> </tr> </table>	LN/FY/Account Code	Dollar Amount	//			1	EA	\$0.00	\$0.00
LN/FY/Account Code	Dollar Amount									
//										
<b>TOTAL:</b>						\$0.00				

APPROVED:

By: Darian Gavin

Phone#: (817) 392-2057

BUYER

The following documents comprise the executed contract between the City of Fort Worth and Mansfield Oil Company, effective January 1, 2015

- I. Notice of Intent to Award
  - II. Mayor and Council
  - III. Interview Presentation
  - IV. Interview Questions
  - V. Mansfield Oil Company Response to RFP
  - VI. City of Fort Worth RFP 14-0121 Motor Fuels and Aviation Fuels
-



**NOTICE OF INTENT TO AWARD**

**MOTOR FUELS AND AVIATION FUELS**  
**RFP NO. 14-0121**

The City of Fort Worth review of the proposals received in response to RFP No. 14-0121 Motor Fuels and Aviation Fuels has been completed. The recommendation for contract award is as follows:

**CITY OF FORT WORTH AWARD**

Mansfield Oil Company, Inc., Martin Eagle Oil Company, Inc., and Truman Arnold Companies, are recommended for Non-Exclusive Purchase Agreement Awards as Suppliers for Unleaded E10, Unleaded E85, Aviation Gas (FINISHED), Jet-A Fuel, Diesel Ultra Low Sulfur Diesel (ULSD), Diesel 70/30 Blend, B2 ULSD, B5 ULSD, B10 ULSD, B15 ULSD, B20 ULSD, Diesel Exhaust Fluid (DEF) Tote, 55 DEF, 2 ½ DEF, and 55 DEF Drum Fee. Furthermore, it is recommended that Martin Eagle Oil Company be awarded as a Supplier for Collin, Dallas, Denton and Tarrant Counties for Unleaded E85 and Diesel 70/30 Blend fuel.

**CITY OF FORT WORTH NATIONAL AWARD**

City of Fort Worth, in partnership with National IPA, recommends a multiple national award to Mansfield Oil Company, Inc., Martin Eagle Oil Company, Inc., and Truman Arnold Companies for all Motor Fuels (unleaded and diesel) and Aviation Fuels, requested in the RFP and any future fuels added by addenda. Martin Eagle Oil Company, Inc., is recommended for an award as a supplier for the state of Texas only, and Mansfield Oil Company and Truman Arnold Companies, are awarded as suppliers for all 48 contiguous United States.

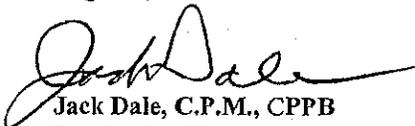
**SUPPLERS**

**MANSFIELD OIL COMPANY, INC.**  
1025 AIRPORT PARKWAY SW  
GAINSVILLE, GEORGIA 30501

**MARTIN EAGLE OIL COMPANY, INC.**  
2700 JAMES STREET  
DENTON, TEXAS 76205

**TRUMAN ARNOLD COMPANIES**  
701 SOUTH ROBINSON ROAD  
TEXARKANA, TEXAS 75501

Regards,

  
Jack Dale, C.P.M., CPPB  
Purchasing Manager

# City of Fort Worth, Texas

## Mayor and Council Communication

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**COUNCIL ACTION:** Approved on 12/2/2014

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**DATE:** Tuesday, December 02, 2014

**REFERENCE NO.:** P-11716

**LOG NAME:** 13P14-0121 FUELS DG

**SUBJECT:**

Authorize Agreements with the National Intergovernmental Purchasing Alliance, Mansfield Oil Company, Martin Eagle Oil Company, Inc., and Truman Arnold Oil Companies in the Annual Amount of City of Fort Worth Expenditures Up to \$9,000,000.00 for Motor Fuels and Aviation Fuels for the Equipment Services Department and Other National Public Agencies (ALL COUNCIL DISTRICTS)

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**RECOMMENDATION:**

It is recommended that the City Council authorize Agreements with the National Intergovernmental Purchasing Alliance, Mansfield Oil Company, Martin Eagle Oil Company, Inc., and Truman Arnold Oil Companies in the annual amount of City of Fort Worth expenditures up to \$9,000,000.00 for motor fuels and aviation fuels for the Equipment Services Department and other national public agencies as follows:

1. Award Non-Exclusive Purchase Agreements with Mansfield Oil Company, Martin Eagle Oil Company, Inc., and Truman Arnold Oil Companies for the City of Fort Worth;
  2. Award a multiple national award to Mansfield Oil Company, Martin Eagle Oil Company, Inc., and Truman Arnold Oil Companies for all motor fuels and aviation fuels requested in the Request for Proposal and any future fuels added by amendment. Martin Eagle Oil Company, Inc., is recommended for an award as a supplier for Collin, Dallas, Denton and Tarrant Counties, and Mansfield Oil Company and Truman Arnold Companies are recommended for award as suppliers for all forty-eight contiguous United States; and
  3. Authorize a Rebate to Principal Procurement Agency Agreement with National Intergovernmental Purchasing Alliance.
- 

**DISCUSSION:**

The Equipment Services Department and other public agencies throughout the United States will use these Agreements to obtain unleaded, diesel and Jet-A fuels to supply and operate equipment. No guarantee was made that a specific amount of these fuels would be purchased. Unleaded and diesel fuel will be used by various City departments. The Jet-A aviation fuel will be used by the Police Department.

The City previously awarded separate Agreements for unleaded fuels and diesel fuels on November 10, 2009 (M&C P-11056) and for Jet-A aviation fuel on June 7, 2011 (M&C P-11241). The previous Agreements were competitively bid. During the previous year, the City purchased approximately \$5,831,859.00 of motor fuels and approximately \$118,000.00 of Jet-A aviation fuels. The additional estimated annual amount listed in this action is requested to cover potential increases in prices and volumes over the five year term of the Agreement. A price change of 50 cents per gallon can impact the annual expenditures by \$1,000,000.00.

Other public agencies participating in the previous Agreements have purchased approximately 21,000,000 gallons of motor fuels. Based on the new Motor Fuel Agreement, the City of Fort Worth will save approximately \$38,000.00 annually over previous Motor Fuel Agreements as a direct result of the increased volume by participation of the other public agencies.

Under the Rebate to Principal Procurement Agency Agreement, the City of Fort Worth will receive 8.333 percent of a one-cent administration fee to be paid to National Intergovernmental Purchasing Alliance (National IPA) by the petroleum vendors for each gallon of fuel sold under these national cooperative contracts. This rebate could generate approximately \$42,000.00 annually in revenue to the City. The City will have no liability or responsibility for purchases by other public agencies.

This Motor Fuel and Aviation Fuel Non-Exclusive Purchase Agreement was bid as a National Cooperative Purchasing Request for Proposals (RFP) to develop and encourage cooperative purchasing efforts to reduce the cost of motor and aviation fuel to the City and other public agencies. The RFP included estimated annual quantities from current public agencies using the contract and allowed for quantities additional new agencies may have under the contract with a total estimated quantity of 50 million gallons. The RFP evaluation factors included responsiveness and clarity of proposal, ability to meet City of Fort Worth specifications, the National Program, vendor qualifications and contract cost. Representatives of the City's Equipment Services, Fire, Police, Transportation and Public Works and Water Departments evaluated the proposals received and found Mansfield Oil Company, Martin Eagle Oil Company, Inc., and Truman Arnold Oil Companies to be the best evaluated firms for awards of the Agreements.

**BID ADVERTISEMENT** – This bid was advertised in the Fort Worth Star-Telegram every Wednesday starting on June 4, 2014 through July 9, 2014. Eighty-eight vendors were solicited from the purchasing database; seven responses were received.

**M/WBE OFFICE** – A waiver of the goal for MBE/SBE subcontracting requirements was requested by the Purchasing Division and approved by the M/WBE Office, in accordance with

the BDE Ordinance, because the purchase of goods or services is from sources where subcontracting or supplier opportunities are negligible.

**ADMINISTRATIVE CHANGE ORDER** – An administrative change order or increase may be made by the City Manager in the amount up to \$50,000.00 and does not require specific City Council approval as long as sufficient funds have been appropriated.

**AGREEMENT TERM** – Upon City Council approval, these Agreements shall have an initial term of five years beginning on November 19, 2014 and ending on November 18, 2019.

**RENEWAL OPTIONS** – These Agreements may be renewed for up to four successive one-year terms at the City's option. This action does not require specific City Council approval, provided the City Council has appropriated sufficient funds to satisfy the City's obligation during the renewal term.

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**FISCAL INFORMATION:**

The Financial Management Services Director certifies that funds are available in the current operating budget, as appropriated, of the Equipment Services Fund.

BQN\14-0121\DG

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**FUND CENTERS:**

**TO Fund/Account/Centers**

**FROM Fund/Account/Centers**

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**CERTIFICATIONS:**

**Submitted for City Manager's Office by:**

Susan Alanis (8180)

**Originating Department Head:**

Aaron Bovos (8517)

**Additional Information Contact:**

Jack Dale (8357)

Darian Gavin (2057)

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**ATTACHMENTS**

1. MWBE Waiver 14-0121.pdf

# Fuel Program Overview



Presented by:

David Zarfoss & Josh Epperson

Mansfield Oil Company · 1025 Airport Pkwy SW · Gainesville, GA 30601 · (770)450-2600  
[www.mansfieldoil.com](http://www.mansfieldoil.com)

# Who We Are

# CIO100

- Here When You Need Us – we have been servicing clients and growing our business for over 50 years
- Financially Strong - Ranked by Forbes as one of the Top 100 privately held companies in America
- An Innovator - Multi-Finalist in the Platt's Global Energy Awards, Highly ranked in CIO 100 and InformationWeek 500
- Large Efficient Supplier - Supplies, services, and delivers over 3.0 billion gallons of fuel per year
- Only North American Operator – supply fuel and services in all 50 States and all Canadian provinces



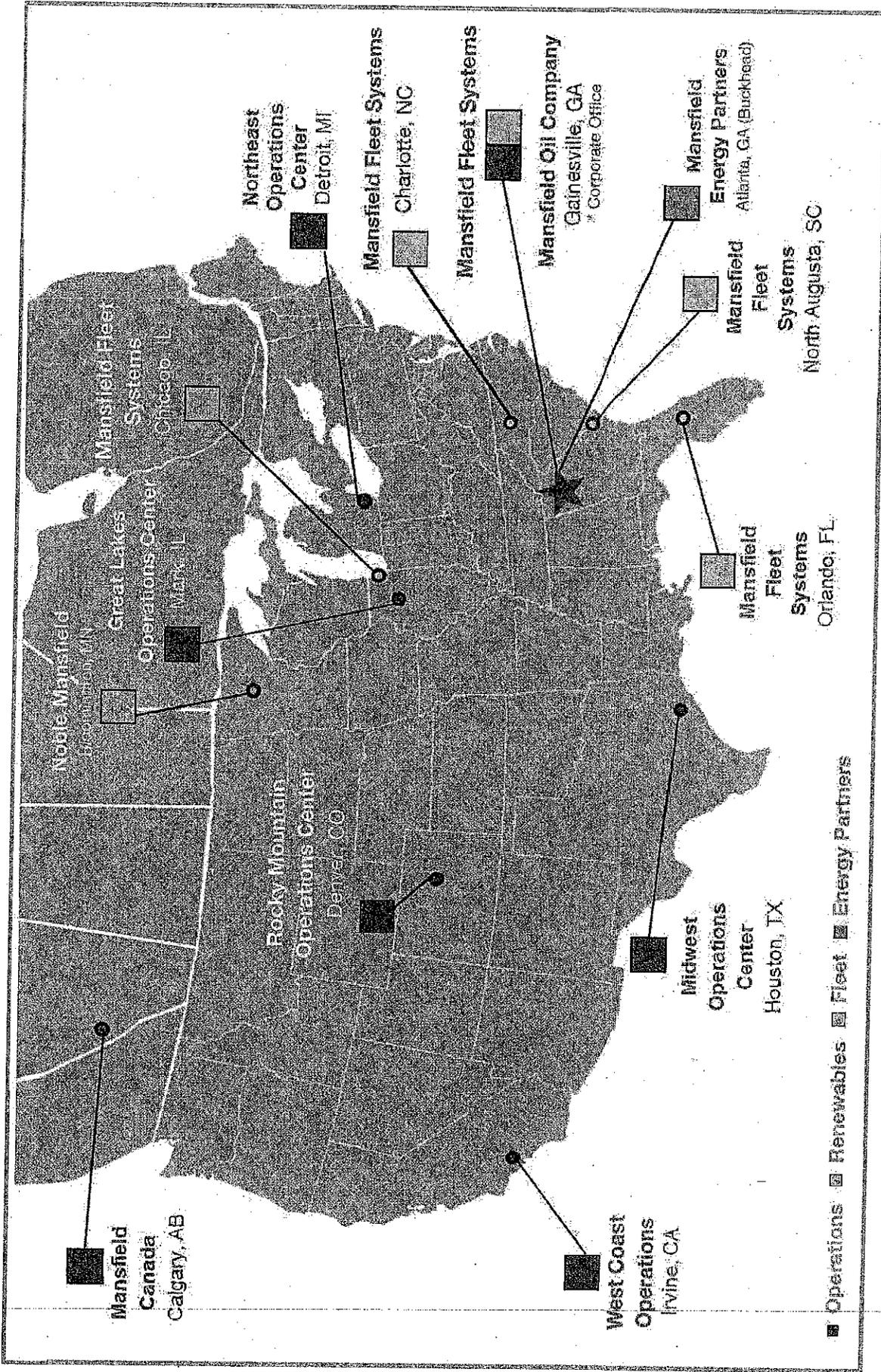
**ERNST & YOUNG**  
Quality In Everything We Do

InformationWeek 500 2012

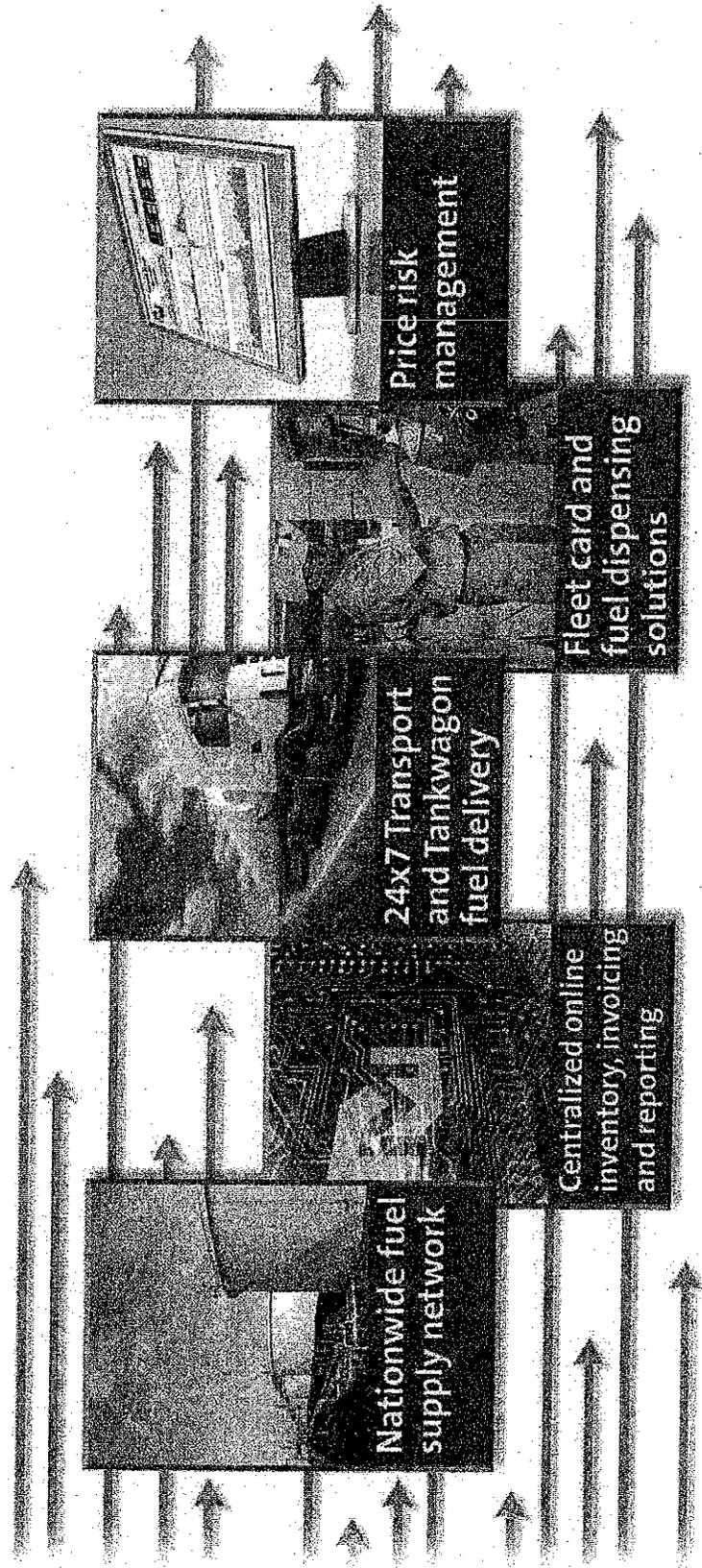
*"The largest non-major in the delivered commercial fuel space."*

Tom Kloza, Chief Oil Analyst, OPIS

# Where We Are



# What We Do

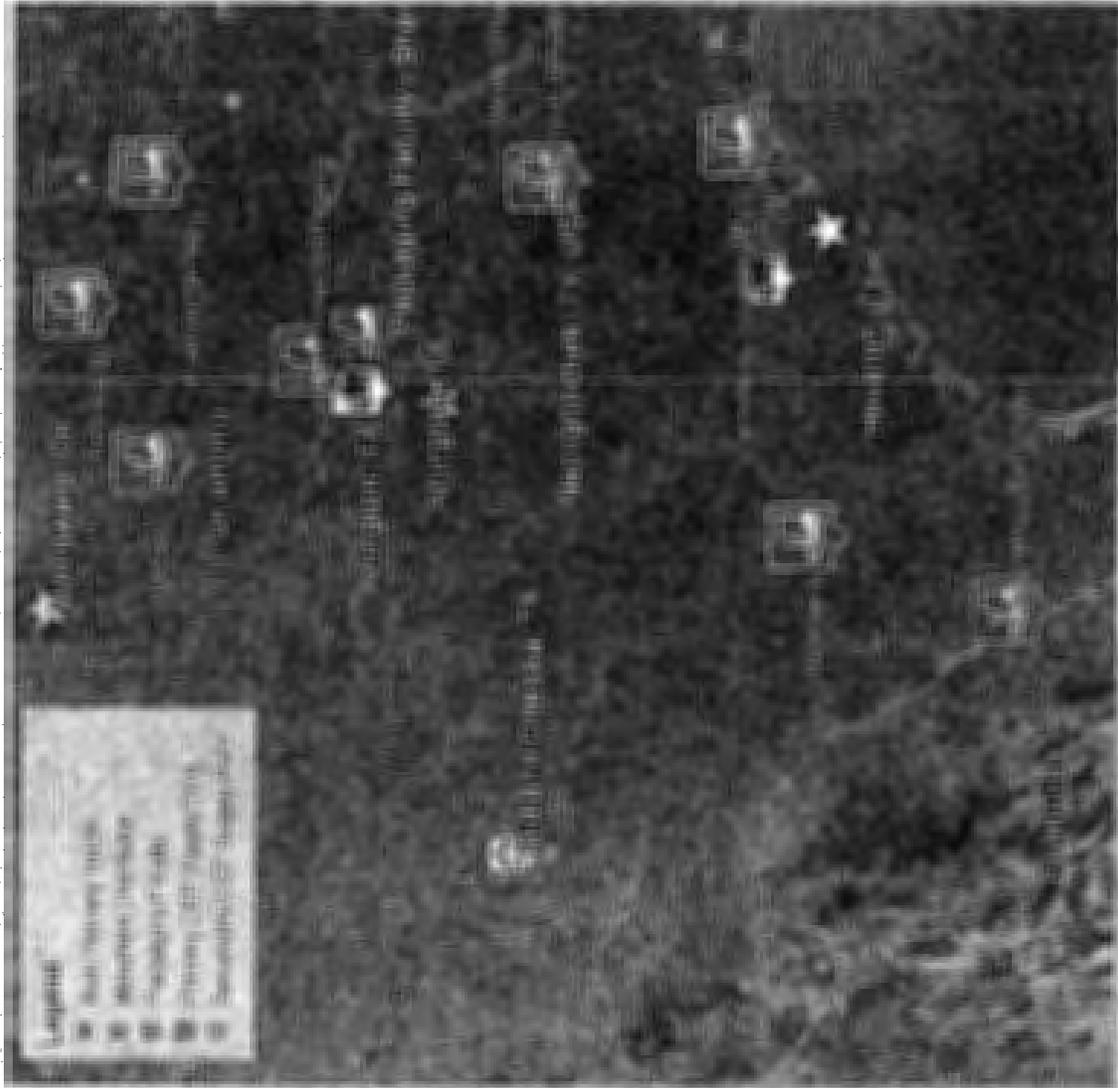


**One Integrated Pipeline for  
Fuel, Data and Risk Management**



# Mansfield/DeliveryONE Texas DEF

- Primary DEF supply points in Arlington, Fort Worth, Houston (backup), and Woodward, OK (backup to Houston)
- Mansfield DEF packaging plant in Sherman, TX (80 miles from Fort Worth)
- Mansfield distributors in Arlington, Sherman, Midland/Odessa, San Antonio, Houston, and Nacogdoches
- Bulk delivery truck assets positioned in Arlington (2 dedicated trailers), Houston (dedicated trailer), Midland/Odessa, and Nacogdoches, TX







# Retail Card Solutions

- Nation Wide Coverage and Multiple Card Solutions that can be tailored to your needs.



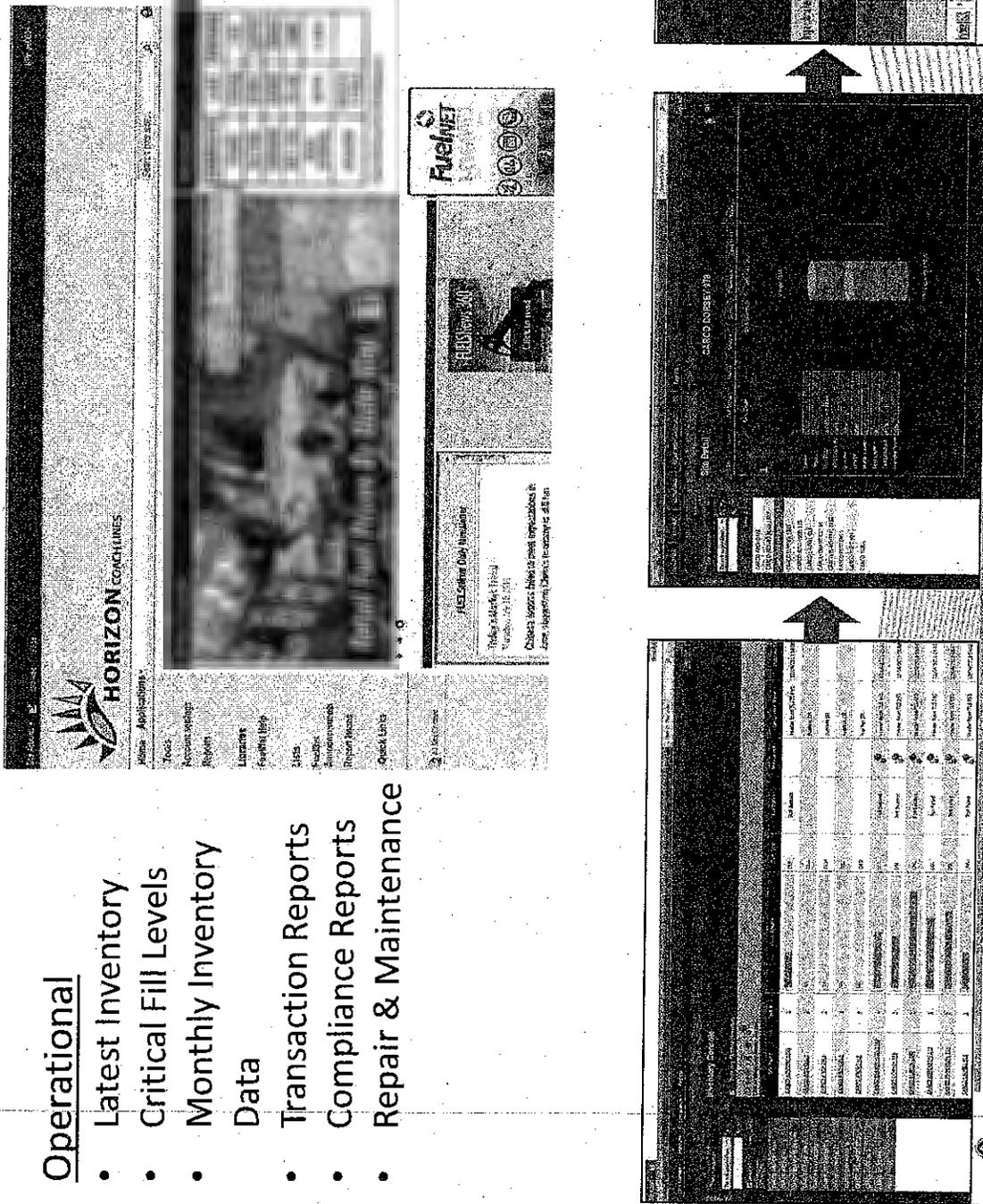
# FuelNet Web Portal

## Operational

- Latest Inventory
- Critical Fill Levels
- Monthly Inventory Data
- Transaction Reports
- Compliance Reports
- Repair & Maintenance

## Financial

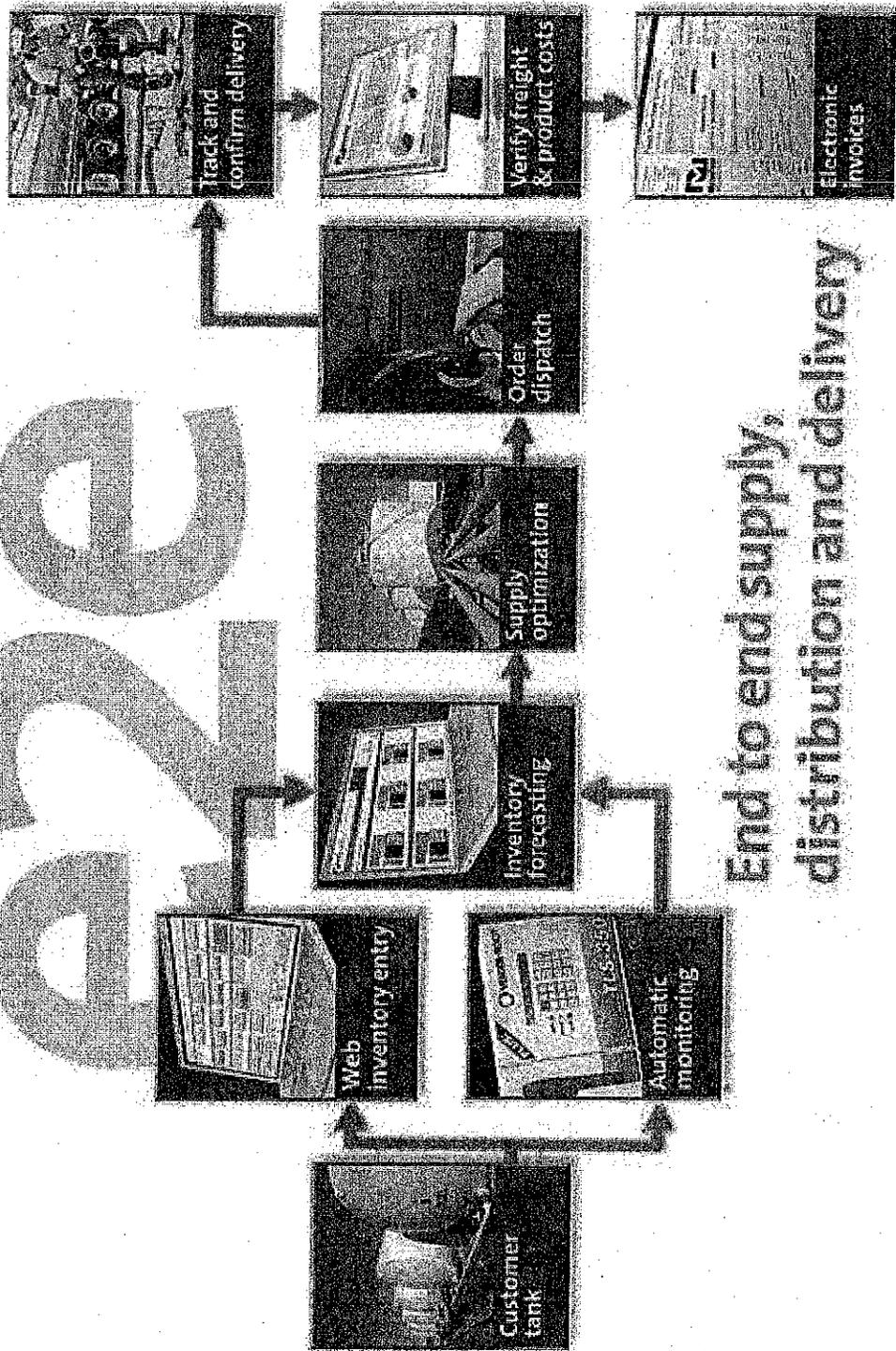
- Invoices
- Delivery Documentation
- Tax Reports





# End-to-End Fuel Inventory Management

# eze



End to end supply,  
distribution and delivery

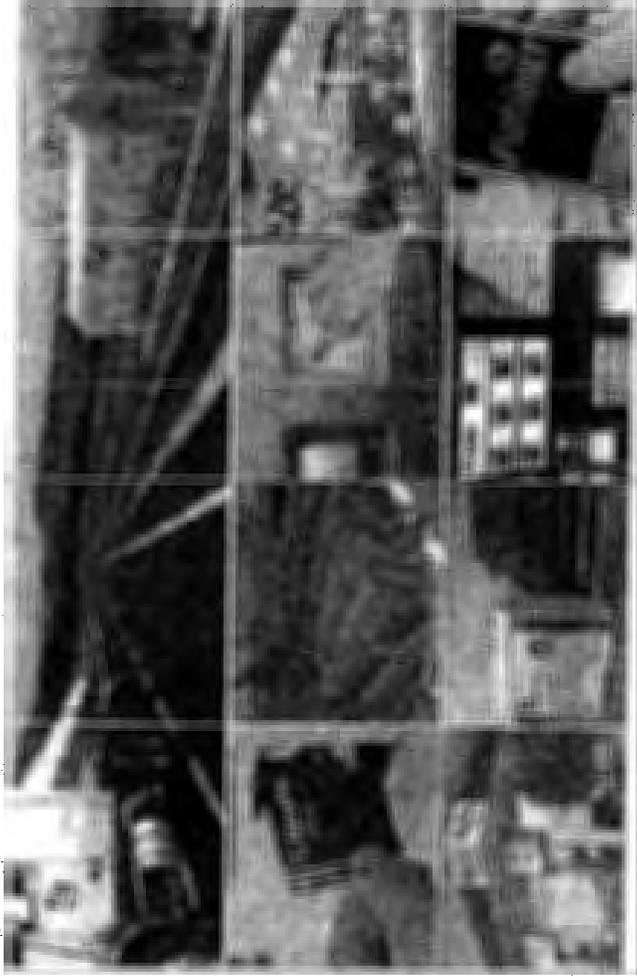


# Fuel Systems and Services

The Mansfield Fuel System's Team is comprised of Fuel Equipment and Environmental Compliance experts from leading downstream petroleum organizations.

Our experienced professionals provide:

- Engineering & Design
- Construction Management
- Consulting Services
- Systems Integration
- Equipment Supply
- Financing of Capital Projects



# Fuels News

- Free, daily newsletter highlighting the day's general market trends
- Top global stories to keep you up-to-date
- NYMEX opening call for refined, renewable and Nat gas markets
- Additional updates on other commodity and stock markets
- Updates on disaster related events

**GENERAL MARKET TRENDS/COMMENTS**  
By Andrew (Andy) Spitzer

**MARKETMOVES**  
The market moved lower Thursday following reports that an agreement to the conflict in Libya might be in the works. At the same time, the market moved higher on reports that the U.S. economy is growing faster than expected. There were no major moves in the oil market. The oil market moved higher on reports that the U.S. economy is growing faster than expected. There were no major moves in the oil market.

**NYMEX WITH BRIST CRUDE SPREAD**

**DUJIA**

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**NYMEX WITH BRIST CRUDE SPREAD**

**DUJIA**



# Questions?



RESPONSE  
TO  
INTERVIEW  
QUESTIONS

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**1) Freight/Delivery - Provide a complete and detailed description of the proposed freight model and outline the methodology of applying the transport, less than transport and tank wagon load rates to orders placed by the City of Fort Worth and other Participating Agencies (PA's) for diesel and unleaded fuels. Provide itemized examples for the various types of fuel, load sizes and locations.**

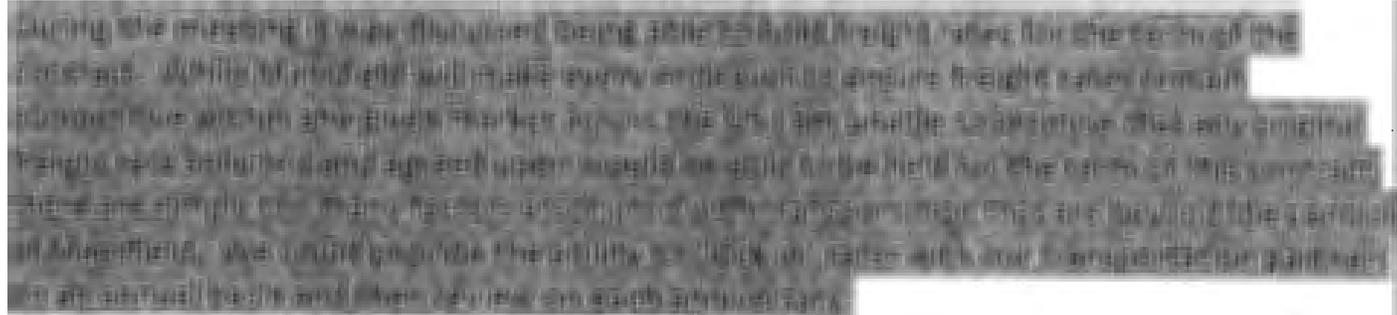
The freight rate tables included in our proposal are intended to be reasonable examples of the freight rates to be expected with full transport type deliveries, rates can vary depending on geographic location and cost of ownership conditions. During any solicitation process Mansfield typically solicits freight quotes from 3-5 preferred carriers in any single market to determine the most cost effective solution for the customer. Overall cost of delivery is then evaluated by Mansfield to include not only actual freight rate but fuel surcharge values and any assessorial charges like pumps or split delivery fees. Here is a fairly basic example of our overall evaluation process where Carrier A had the lowest gross freight rate but not the overall lowest cost of delivery to a site with an above ground tank, this evaluation is typical of our overall process to each agency and each individual delivery point.

	Gallons	Rate	FSC	CPG	PUMP	TOTAL
Carrier A	7,500	0.0152	39%	0.0211	\$ 35	\$193.46
Carrier B	7,500	0.0169	31%	0.0221	\$ 25	\$191.04
Carrier C	7,500	0.0169	31%	0.0221	\$ 40	\$206.04
Carrier D	7,500	0.0183	29%	0.0236	\$ 35	\$212.05

Carrier charges and actual tables are reviewed by Mansfield for accuracy and compliance with agreed upon rates prior to payment to ensure the best overall value is achieved. Mansfield also has established a nation-wide network of less than truckload (LTL) partners that help provide coverage to facilities that cannot accommodate full transport type deliveries, the evaluation criteria and process is very similar.

**2) Describe your process and capability to maintain freight/delivery pass-through costs at a highly competitive level.**

Mansfield's carrier relations team solicits freight rate quotes for delivery to each specific site as requested by the customer. Thru this solicitation process we achieve the best overall delivered rate and pass that rate along to the purchasing agency. Freight rates are evaluated against new offers in the same general geographic area on an ongoing basis to ensure they remain competitive and relevant to current market conditions.



3) Describe how the proposed contract pricing and freight rate model can be audited for compliance should the need arise by any PA. Example: Name specific documents that will be made available upon request to a PA to ensure index price, differential and pass-through freight cost are accurate and compliant.

This solicitation is based upon the net OPIS average for the terminal City closest to the delivery point. We have provided a guaranteed differential against this specific index to purchasing agencies. However, it is against copyright laws for us to actually provide the agency with actual OPIS data, each agency would be responsible for obtaining an OPIS subscription on their own in order to validate our actual invoice pricing, Mansfield does provide a price letter which can be sent on a daily basis informing the procurement department of our sale price. As for the transportation aspect of the transaction, Mansfield is willing to share actual freight invoices with the purchasing agency to ensure compliance with the contract specifications. With over 450 transportation partners nationwide we have established relationships in all markets. During the course of freight logistics evaluation sometimes agencies have preferred transportation carriers, Mansfield will work with each agency to determine the most cost effective partner while taking into account previous relationships and the inherent benefit that those can bring to the transaction as well.

4) Describe any general restrictions of fuel type, minimum order quantities and other factors relevant to the use of this contract by a wide array of agencies nationwide. The basis of your response assumes any particular agency interested in the new program is currently supplied fuel of the desired type and quantity by a competing distributor.

Typically there are very few restrictions on deliveries imposed by Mansfield or our carrier partners aside from environmental or safety concerns and these are addressed with site personnel upon discovery. All freight is competitively solicited based on the delivery information provided by the participating agency. Freight rates can vary widely depending on volume ordered, quantity, and delivery method. Our delivery scope of business runs the



gamut from semi-annual generator top off deliveries up to single site locations moving 18,000-22,000 gallons per day and everywhere in between. With our large carrier partner network coupled with nationwide supply access we are able to provide secure supply and reliable delivery.

5) Discuss Mansfield's abilities to provide short transport loads and tank wagon loads to agencies across the country.

Full transport minimum delivery volumes are specific sometimes to carriers and also geographic regions of the Country and clearly communicated to the participating agency during initial discussions about this offering. Short transport loads are part of this business and our carrier partners understand that. Best efforts are generally made to try and fill out transport trucks to achieve the best economics for the participating agency; at times, due to tank size or delivery restrictions filling out a full transports isn't possible, in this case minimum freight charges are added to Mansfield's invoice as a separate line item and passed along to the participating agency as part of the overall freight charges on the invoice. Additionally, our network of LTL carrier partners understands and is fully capable of single site deliveries (call in demand) in addition to multi-site "milk run" type activity.

6) Provide a proposed method of performing an itemized and total cost analysis for agencies who desire to compare their current fuel program to the new contract program available through National IPA. Include a sample customer facing outline of this capability.

A comparison of existing program's pricing to the proposed program is a mathematical solution, assuming that the existing program is based upon a fixed differential and published index. Otherwise, the existing program will require examples of invoicing in order to create a benchmark analysis to compare pricing. This methodology is typically calculated against the proposed program's fixed index for a true comparison of pricing differences. It can either be a compared as a cent per gallon or total cost annually.

An example of this type of comparison may include some of the following information to determine the best overall value for the participating agency:

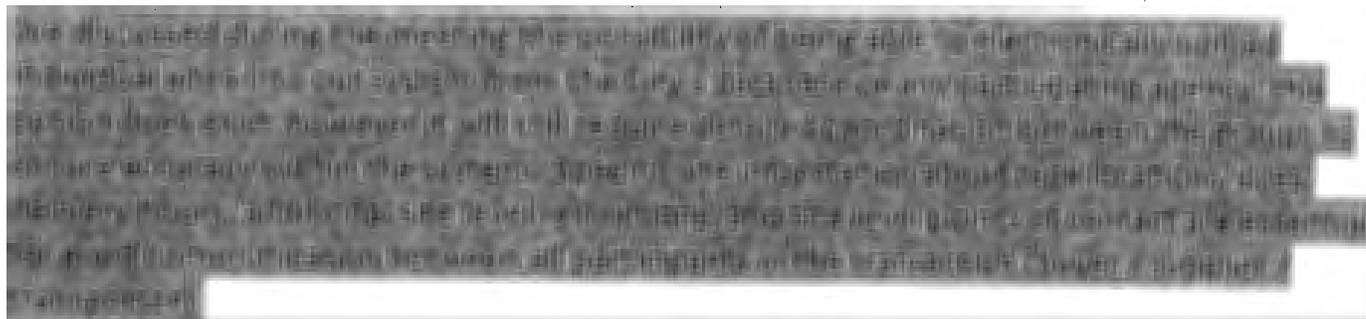
Program	Fuel Type	Markup	Freight	Gallons	Total Cost(annual)
Proposed	Unleaded	\$0.0325	\$0.0415	100,000	\$7,400
Existing	Unleaded	\$0.0396	\$0.0380	100,000	\$7,760



Additionally, Mansfield understands that the total cost of fuel ownership for a participating agency cannot be captured fully in the cents per gallon markup of a product. Soft costs including administrative as well as accounting, processing, payment, audit and other variables, specifically those that are labor related, can have a profound effect on the overall fuel spend figure. Mansfield provides a fully electronic solution in order to counter those costs for our customers through the use of our electronic interface, FuelNet. Through FuelNet, customers may access their invoices, manage payments, view signed proofs of delivery as well as take advantage of multiple other service options Mansfield offers.

7) Describe the process, agency requirements and the maximum number of days required to set-up new accounts and delivery locations.

Mansfield has a very hands-on approach to new customer set ups. Within our team of account managers we have specific responsibility for geographic regions of the Country with support from the other team members to help with occasional overflow. The team is headed by a Supervisor who then reports to the Director of the group. Information sheets are requested by Mansfield from new agencies to ensure proper set up in our system with regard to site/tank information and establishing points of contact. Our information is also provided to you as most likely W9's are exchanged and A/P and A/R groups are coordinated. We strive to complete the process within 2-3 working days but are always aware that other factors can come into play. After set up completion the new agency is informed of their customer # and toll free # (or email if requested) to call when placing orders. We do have options to manually dispatch loads to new customers who aren't quite set up fully as we don't ever want a customer out of fuel.



8) Provide additional detail on your ability and/or limitations to add rack locations, fuel types/products and differentials as required due to market conditions and unforeseen circumstances throughout the term of the contract.



Mansfield is established nationwide with access to multiple suppliers at virtually every public fuel terminal in the US. At this point we have sound historical relationships with most refiners nationwide and don't foresee the need to add many rack locations as we believe we have those relationships already established. Unforeseen circumstances are hard to predict but we proudly stand by our record of deliveries in the State of Florida during numerous hurricanes over the past decade, including our ability to secure product outside of the State and long haul it into impacted areas. During Hurricane Sandy (October-November 2012) in the Northeast, Mansfield did not let any of our impacted customers (transits, school districts, State agencies) run out of fuel and even managed to help a few sites that were unable to secure fuel with the contracted supplier. This past winter, in the general Chicago area and across the upper Midwest, we performed well again under difficult temperature and weather conditions time after time. Mansfield has a significant book of business related to Government agencies, many of which are first responders and emergency providers in nature; we are extremely cognizant of the role they play in the community and those agencies are always provided fuel as a top priority within our system.

9) Can Mansfield Oil Company supply DEF in bulk, gallon drums or in gallon containment to the City of Fort Worth and/or other PA's? If so, at what cost for each type.

Yes, Mansfield has a fully established nationwide network where we distribute and sell DEF in all of the modes described. Pricing in the general Fort Worth area delivered to your sites for pallet of 2.5 gallon jugs would be \$2.75-\$3.00 per gallon, delivery of 55 gallons drums (3 per site minimum order) would be \$2.25-\$2.50 per gallon, and bulk delivery into storage tanks would be \$1.25-\$1.50 per gallon; these prices are indications and subject to change depending on market conditions as well as actual delivery location.

10) Can Mansfield Oil Company supply E85 to the City of Fort Worth location? If, so at what cost for transport loads, provider bobtail and/or in house bobtail truck designed to carry E85. Include freight for each on separate line by delivery truck type (i.e. transport, bobtail, etc.)

E-85 is within our overall product slate that we can provide. Transportation of this product is conceptually no different than normal delivery of gasoline and the freight rates would be comparable. There could be an additional charge incurred if petroleum terminals in the nearby geographic area don't allow for in-line blending of the finished product; in this case splash blending to achieve the final product blend would be needed. Since OPIS doesn't report E-85 as a finished product in many markets the pricing would have to be customized. The gasoline portion of the load could be billed according to the index proposed in this



offering; then perhaps full ethanol (E-100) portion billed at a cost plus scenario assuming OPIS doesn't provide that as a benchmark index either. Given current pricing, a cost plus would help to pass along the potential savings of ethanol to the agency compared to trying to index that product to a base gasoline in the market.

[Redacted text block]

11) Can Mansfield Oil Company supply Jet-A fuel and from preferred terminal (Motiva) for the City of Fort Worth Police Heliport?

Mansfield currently doesn't provide Jet-A (insurance requirements) to customers, however we can certainly explore the option of purchasing fuel from a third party and having that fuel delivered to your site utilizing a flash transfer of ownership. We have accomplished this in a few instances on special occasions previously. We could even explore the possibility of having Motiva make the sale with Mansfield simply helping to arrange the logistics of the delivery to your location.

[Redacted text block]

12) The City of Fort Worth has a present agreement for Jet-A fuel and would like to negotiate price if Mansfield Oil Company can provide. Would Mansfield Oil Company entertain request?

Yes, Mansfield would be more than happy to explore this option with the City.

13) Could Mansfield Oil provide (SME) Soy-Methyl-Ester Biodiesel to the City of Fort Worth locations? If, so at what cost for B2, B5, B10, B15, and B20?

Yes, we currently purchase multiple blends of bio diesel within the Fort Worth/Dallas, TX area. Within the Fort Worth area we are able to procure SME biodiesel blends from a local storage terminal which secures the product from an accredited BQ9000 producer. As is the case with most commodity driven products prices can vary widely based on geographic area and security

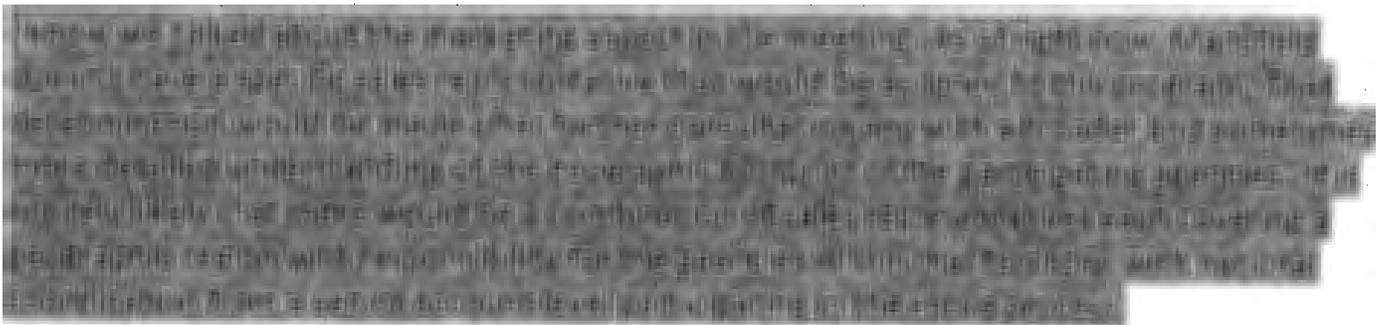


of supply; currently in the Fort Worth area we would expect to be able to secure the biodiesel portion of any delivery at a discount to the ULSD value.

14) Discuss Mansfield's proposed national program, include:

a. Mansfield's corporate, sales and marketing commitments to market the City of Ft. Worth contract to public sector agencies across the country;

Mansfield has a national scope sales team geographically distributed throughout the US dedicated to refined fuels (FOB, delivered, and consigned), fuel card programs, additive (winter cold flow and on-going preventative), CNG, and our line of DEF products and equipment. Any potential contract with Fort Worth specifically would be administratively supported out of our Gainesville, GA office with the logistics of each specific order handled by our regional Houston, TX office or other regional offices as applicable to the agency's specific location. Additional participating agencies would be assigned account managers commensurate with their geographic region but overall administration and responsibility of the contract will reside with the Gainesville office. Mansfield attends numerous trade shows annually related to many different aspects of our business and would plan to educate potential customers and partners about this program at these events. All of this provides us with the bandwidth and capability to effectively serve the possible constituents looking to participate in this program. Mansfield is already a participant in the BuyBoard program as well as Texas Association of School Boards (TASB) so we are familiar with some of the inter-local participation programs within the State of TX.



b. Provide a response to Attachment A, Exhibit A, 3.3 Marketing and Sales (page 48 & 49 of the RFP);

For over 50 years, Mansfield has delivered energy solutions to industry leaders in the commercial, government and retail sectors. Operating coast to coast, no other organization



has the scale, the expertise and the track record of Mansfield. Our broad industry capabilities enable us to develop comprehensive and reliable fueling solutions. Mansfield offers a myriad of continuing education classes for all employees and sales staff on supply, derivatives, complex logistics, and disaster recovery/preparedness. In addition to our ongoing conversations, our sales representatives are brought in quarterly for market updates on trends we see across the nation and new ways to go to market with both our current product slate and new enhancements to our current offerings as well.

Along with our team of 35+ sales staff members, Mansfield has recently implemented the 'Sales Academy'. This program recruited 10 marketing college graduates with equally diverse backgrounds from across the nation with the objective to guide them through a combination of field sales mentoring and classroom based training on tactics for successful sales, developing a customer-focused approach and negotiation. If awarded, Mansfield will broadcast the news internally to all sales representatives and establish a training session detailing the contract specifications. Directly after, a news release will be published in FuelNews 360 which reaches 7,600+ readers nationwide daily. Partnering with National IPA will allow Mansfield to reach out to government agencies that may not currently have a contract or rely on daily spot quotes from local vendors to secure competitively priced fuel.

c. The payment terms offered to the City of Ft. Worth are Net 15. Describe any flexibilities in determining payment terms for other PAs. Include how shorter or longer payment terms may affect Mansfield Oil's response for other agencies located across the country; and

Mansfield offers a wide array of flexible payment plans as different agencies have controls they must follow during the payment approval process. Mansfield has current customers with payment terms ranging from pre-pay to 60 day terms and everywhere in between. Our offer was predicated and built under the assumption of 15 day payment terms as indicated in the RFP, longer terms would require increases to the differential based on expected payment delay from 15 days.

d. Provide any exceptions to Attachment A, Exhibit B Administration Agreement.

Mansfield's legal group has reviewed this section and at this point does not have any exceptions to take. However, we would like the opportunity to discuss page 49 section 3.3.D regarding Mansfield's logo and its use. Would the City or National IPA be willing to discuss the following verbiage as replacement? "Your company will agree to provide its company/corporate logo(s) to National IPA in the sole and reasonable discretion of the



company, for use of such logo in marketing communications and promotions during the term of this agreement.”

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted text]

**19) Payment terms**

Pricing for this solicitation was based on payment terms of net 15 days from receipt of a correct invoice, this value was taken from page 26, section 7.0 of the RFP document. Mansfield is certainly willing to entertain extended terms with participating agencies however there would be an additional cost associated with longer payment terms. For net 30 day terms the additional cost above the currently quoted differential would be +\$0.0030 per gallon.

[Redacted text]

[Redacted text]



July 22, 2014

City of Fort Worth  
Purchasing Division, Lower Level  
1000 Throckmorton Street  
Fort Worth, TX. 76102

Dear Mr. Gavin:

Mansfield Oil Company appreciates the opportunity to participate in your current bid: RFP 14-0121/Motor Fuels and Aviation Fuels. The differentials quoted will be minus the NET OPIS Daily Average for Dallas-Metro, TX as indicated in the bid documents.

Pricing is based on NET 15 Payment Terms. Normal delivery after receipt of order is within 24 hours.

Should you have any questions, feel free to call Vinson Royal at 1-800-255-6699, Ext. 2055.

Again, thank you for the opportunity to respond to your invitation to bid.

Best Regards,

David Zarfoss  
Director of Government Pricing



## INFORMATION ABOUT MANSFIELD OIL COMPANY

Mansfield Oil is a national fuel supply, distribution and logistics company focused on improving efficiencies in the downstream petroleum supply chain. We help our customers optimize and control fuel-related costs with local service, nationwide. We offer secure and reliable fuel supply from over 900 supply points in 49 states and Canada. Our service offering includes most varieties of fuel (diesel/gas/biofuel/ethanol/CNG), credit card/fleet card transaction processing, DEF supply and logistics, fuel and DEF systems design, environmental compliance, ERP integration, tax exempt transaction processing, and fuel systems (tank) monitoring. Mansfield's corporate headquarters is located in Gainesville, GA with five regional service centers located in Chicago, IL, Denver, CO, Detroit, MI, Houston, TX and Calgary, AB and 4 alternative fuel centers in Bloomington, MN, Sioux Center, IA, Charlottesville, VA and Ontario, CA .

We develop our own information technology systems and utilize third party integration tools to facilitate the unimpeded flow of information between our suppliers, carriers, ourselves and our customers. Mansfield's unique and industry leading electronic interface continues to make our customer's daily operations more manageable and measureable, key components of successful operations. We own and manage a fleet of 55 transport trucks in Atlanta, GA, N Augusta, SC, Charlotte, NC, Chicago, IL and Orlando, FL from our office which gives us valuable insight into the trends and dynamics of our transportation partners.

Mansfield Oil maintains market strength through optimization of volume, financial strength, and successful relationships with our customers. Currently Mansfield Oil is 41<sup>st</sup> ranked in the Top 50 Forbes List of Privately Held Companies, was a multiple finalist in the 2010, 2011 and 2012 Platts Global Energy Awards, and is rated 5A2 with Dun and Bradstreet indicating significant financial strength and credit worthiness. Mansfield has achieved double digit growth for the past three decades with revenues of \$8.0 billion in 2013.

Some of Mansfield's current government customers include:

- **Federal** - AAFES, NAVY, DESC/DLA, AMTRAK
- **States/DOT** - Georgia, New York, North Carolina, Pennsylvania, West Virginia
- **County** - Hillsborough, FL, Orange, FL, North GA Coop (5 counties)
- **City** - Philadelphia, PA, Jacksonville, FL, Chesapeake, VA
- **Transit Agencies** - KCATA (Kansas City, MO), CTA (Chicago, IL), LANTA (Lehigh, PA), WMATA (Washington, D.C.)

Some of Mansfield's commercial customers include:

- National, regional and local truck load and less than truck load carriers
- Distribution centers for various retailers and wholesalers
- Most major package delivery companies
- Aggregate companies



**PURCHASING DIVISION**  
**REQUEST FOR PROPOSALS (RFP)**  
for  
**MOTOR FUELS AND AVIATION FUELS**

**RFP No.14-0121**  
ISSUED: June 4, 2014

**PROPOSAL SUBMISSION DEADLINE:**  
**\*\*\*\*\* Thursday, July 10, 2014 by 1:30PM Local Time \*\*\*\*\***  
***NO LATE PROPOSALS WILL BE ACCEPTED***

<b><u>RESPONSES SHALL BE DELIVERED TO:</u></b> CITY OF FORT WORTH PURCHASING DIVISION LOWER LEVEL 1000 THROCKMORTON STREET FORT WORTH, TEXAS 76102	<b><u>RESPONSES SHALL BE MAILED TO:</u></b> CITY OF FORT WORTH PURCHASING DIVISION LOWER LEVEL 1000 THROCKMORTON STREET FORT WORTH, TEXAS 76102
<b>Pre-Proposal Conference will be held:</b> Thursday, June 19, 2014 at 10:00 A.M. (Local Time) at the Transportation and Public Works (TPW) Department, Training Room, 5001 James Avenue, Fort Worth, Texas 76115. *****	<b>NAME AND ADDRESS OF COMPANY SUBMITTING PROPOSAL:</b> Mansfield Oil Company of Gainesville, Inc 1025 Airport Parkway SW Gainesville, GA. 30501
<b>FOR ADDITIONAL INFORMATION REGARDING THIS RFP PLEASE CONTACT:</b> Darian Gavin, Contract Compliance Specialist <a href="mailto:Darian.Gavin@FortWorthTexas.gov">Darian.Gavin@FortWorthTexas.gov</a> *****	Contact Person: <u>David Zarfoss</u> Title: <u>Director of Government Pricing</u> Phone: (800) <u>255-6699</u> Fax: (678) <u>450-2242</u> Email: <u>mobids@mansfieldoil.com</u> Signature: <u><i>David Zarfoss</i></u> Printed Name: <u>David Zarfoss</u>
<b>RETURN THIS COVER SHEET WITH RESPONSE TO:</b> Darian Gavin Contract Compliance Specialist Purchasing Division 1000 Throckmorton Street, Lower Level Fort Worth, Texas 76102	
Acknowledgment of Addenda: #1 <u>6/24/2014</u> #2 <u>7/09/2014</u> #3 _____ #4 _____ #5 _____	

## Request for Proposals

### Section I - General Provisions

#### 1.0 GENERAL INFORMATION

- 1.1 The City of Fort Worth, Texas (herein "the City"), intends to establish, through a competitive sealed proposal process, a cooperative motor fuels and aviation fuels contract for use by public agencies throughout the forty-eight contiguous United States. The City historically managed a local cooperative fuel contract for twenty seven agencies in the Fort Worth-Dallas metropolitan area, and desires to replace a broader cooperative agreement currently in place on behalf of agencies nationwide. The term of the Master Agreement will be for up to five (5) years, consisting of one (1) initial year term and four (4) one-year renewal terms.
- 1.2 The City, as the Principal Procurement Agency (or "PPA"), as defined in Attachment A, has partnered with National Intergovernmental Purchasing Alliance Company (herein "National IPA") to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The city is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment A contains additional information on National IPA and the cooperative purchasing agreement.
- 1.3 National IPA is the public sector arm of Provista, a multi-industry supply chain improvement company providing group organization and business solutions in various markets nationwide. We partner with sister company, Novation, to leverage over \$43 billion in annual supply spend to command the best prices on products and services. With corporate, pricing and sales commitments from the Supplier. National IPA provides marketing and administrative support for the awarded supplier(s) that directly promotes the successful supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The awarded supplier benefits from a contract that allows Participating Public Agencies to directly purchase products and services without the awarded supplier's need to respond to additional competitive solicitations. As such, the successful supplier or supplier(s) must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents (Attachment A).
- 1.4 The annual purchases among all Participating Agencies, including the City, are estimated to be 50 million gallons. These estimates are for aggregate usage across all fuel products, and are provided for general magnitude only. While these volume estimates do not constitute any volume commitments or guarantees by the City, Participating Agencies or National IPA, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

**\*\*\* PLEASE NOTE \*\*\* THIS IS NOT AN IFB \*\*\***

- 1.5 This solicitation is a Request for Proposals (RFP). It is NOT an Invitation For Bids (IFB). In the IFB process, award is made to the lowest responsible and responsive bidder. In the RFP process, award is made to the responsible Supplier or Supplier(s) whose proposal is most advantageous to the City.
- 1.6 To respond to this RFP, interested Suppliers must include a response to all criteria that are listed in the Proposal Evaluation Requirements section: Method of Approach, Price Proposal and Qualifications and Experience. Failure to include a response to all the evaluation criteria may be cause for rejection.
- 1.7 Attendance at the Pre-Proposal Conference is highly encouraged. The conference will be used to explain the RFP process and clarify the contents of this solicitation. If a Supplier is unable to attend the Pre-Proposal Conference, questions should be directed to the Contract Officer whose name appears above.
- 1.8 Requirements, qualifications, and specifications are defined in detail in the Scope of Work Section of this Request for Proposal (RFP).

**2.0 DEFINITIONS**

- |                           |   |
|---------------------------|---|
| 2.1 Addendum              | A written revision to this solicitation document, issued to all Prospective Offerors.   |
| 2.2 Buyer                 | The City of Fort Worth or Participating Agency  |
| 2.3 City                  | The City of Fort Worth  |
| 2.4 Contract /Master      | Terms and conditions that substantially conform to this RFP's General and Special Clauses that will be finalized through negotiation and executed by the Successful Offeror and the City.   |
| 2.5 Agreement             |   |
| 2.6 Deliverable           | Any products, services, report, software, hardware, data, documentation, or other tangible item that the Successful Offeror is required to provide to the City under the terms of a Contract.   |
| 2.7 Prospective           | Individual or firm who has received a copy of the RFP.  |
| 2.8 Proposer              | Individual or firm that submits a proposal in response to this RFP.   |
| 2.9 Successful Proposer   | The firm(s) that is(are) awarded a contract by the City of Fort Worth   |
| 2.10 National IPA         | Cooperative purchasing partner of the City of Fort Worth, who will administer, market and promote the Contract nationally in conjunction with the Successful Proposer(s)  |
| 2.11 OPIS                 | Oil Price Information Service   |
| 2.12 PACS                 | Parks and Community Services Department   |
| 2.13 Participating Agency | Any agency that participates or is eligible to participate in the Master Agreement, including cities, counties, states, K-12, Higher Education, Non-profit, and agencies for public benefit that agree to utilize the resulting City of Fort Worth Master Agreement through the National IPA program. |
| 2.14 Supplier             | A Proposer or an individual, partnership or corporation that is responsible for the performance of services under of a contract awarded by the City, a Successful Proposer.   |

### 3.0 **SUBMISSION OF PROPOSALS**

3.1 One original and six (6) copies of all Proposal documents and two (2) electronic copies on compact disc (CD) or flash drive shall be submitted in sealed packages. Supplier's name and address should be marked on the outside of the envelope. Facsimile transmittals or offers communicated by telephone will not be accepted or considered. Proposal information that is not submitted in sealed packages will not be considered.

### 3.2 **Mail or Deliver Responses to the Following Address**

City of Fort Worth  
Purchasing Division  
1000 Throckmorton Street, Lower Level  
Fort Worth, Texas 76102

### 3.3 **DELIVERY OF SUBMITTALS**

Proposals must be received in the City of Fort Worth's Purchasing Division no later than 1:30 PM, Thursday, July 10, 2014. The submitting Supplier is responsible for the means of delivering the Proposals to the location listed in paragraph 3.2 on time. Delays due to any instrumentality used to transmit the Proposals including delay occasioned by the Supplier or the City of Fort Worth's internal mailing system will be the responsibility of the Supplier. Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The time and date stamp clock in City of Fort Worth (City) Purchasing Division is the official clock for determining whether submittals are submitted timely. **Late Proposal documents will not be accepted under any circumstances.**

### 4.0 **PROPRIETARY INFORMATION**

4.1 If a Supplier does not desire proprietary information in the Proposal to be disclosed, it is required to identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Supplier fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon public request.

4.2 Suppliers are advised that the City, to the extent permitted by law, will protect the confidentiality of their Proposals. Suppliers shall consider the implications of the Texas Public Information Act, particularly after the RFP process has ceased and the Contract has been awarded. While there are provisions in the Texas Public Information Act to protect proprietary information, where the Supplier can meet certain evidentiary standards, please be advised that a determination on whether those standards have been met will not be decided by the City of Fort Worth Purchasing Division, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City will notify the Supplier, who may then request an opinion from the Attorney General pursuant to §552.305, Texas Government Code. The City will not make a request of the Attorney General.

## 5.0 COMPLETION OF RESPONSES

- 5.1 Information presented by Suppliers in their Proposals will be used to evaluate the qualifications and cost structure of the proposed fuel program and to determine the supplier(s) which will be selected to provide the aforementioned products and services to the City, other Participating Agencies, and National IPA.
- 5.2 Responses shall be completed in accordance with the requirements of this RFP. Statements made by a supplier(s) shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.
- 5.3 Proposals shall be on 8-1/2" X 11" pages (one side only) using a font size no smaller than 11 point and one inch margins.
- 5.4 Requirements

The following outline has been prepared to assist Proposers in the preparation of their proposal by clarifying certain components of the evaluation criteria categories. All respondents should adhere to the format shown below to help expedite the interview process.

### 5.4.1 Supplier/Team

- Name of company
- Type of organization / description of core competency
- Contact person submitting the proposal, address, and telephone number(s).

### 5.4.2 Description of the Suppliers' Contract Management Team

- Resumes and descriptions of experience of principals/associates who will be assisting in the management of the City's fuel agreement.
- State number of years Supplier has been in business.
- Indicate number of team members by technical discipline, professional registration, education, and experience, which are anticipated to be working on the agreement.

### 5.4.3 Experience

- Provide an organization plan for management of the City's program. The Supplier/team should designate experienced professional and technical staff to competently and efficiently perform the work, either through their own personnel or sub-Suppliers. The Supplier/team must demonstrate a high level of expertise in fuels and fuel delivery. Identify the project team composition, project leadership, reporting responsibilities, and address how sub-contractors will fit into the management structure.

#### 5.4.4 Description of Supplier's/Team's Strengths

- Location of office(s)
- Competitive advantages over competition
- Unique service offerings
- Computer programs and management systems utilized
- Internal and external audit controls
- Reporting capabilities

#### 5.4.5 Fee Schedule

- Using Attachment B – Rack Market Differential Pricing Spreadsheet, Proposers shall offer the City of Ft. Worth pricing based on market differentials using an Oil Price Information Service, OPIS benchmark index as described in the Pricing section of this RFP. Provide a list of Rack Cities at which the Proposer provides fuel that are not listed on the spreadsheet. Describe any other index that allows for the most competitive pricing in sufficient amounts of fuel for agencies nationwide.
- Provide a freight model that clearly identifies how freight will be calculated. Describe the different types of transport loads available (e.g. transport load, short transport load, tank wagon, split loads) and describe how pricing or freight may change with varying transport loads.
- Provide payment terms available to agencies nationwide.

### 6.0 **CLARIFICATIONS AND ISSUANCE OF ADDENDA**

- 6.1 Any explanation, clarification, or interpretation desired by a Supplier regarding any part of this RFP must be requested from Darian Gavin, Contract Compliance Specialist, at least 15 days prior to the published submission deadline, as referenced in Section I, paragraph 3.3 of this RFP.
- 6.2 If the City, in its sole discretion, determines that a clarification is required, such clarification shall be issued in writing. Interpretations, corrections or changes to the RFP made in any other manner other than writing are not binding upon the City, and Suppliers shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding.
- 6.3 Requests for explanations or clarifications may be faxed to the City of Fort Worth at (817) 392-8440 or emailed to [Darian.Gavin@FortWorthTexas.gov](mailto:Darian.Gavin@FortWorthTexas.gov). Emails and Faxes must clearly identify the RFP Number and Title.
- 6.4 Any interpretations, corrections or changes to this RFP will be made by addendum. Sole issuing authority of addenda shall be vested in the City of Fort Worth Purchasing Division. Suppliers shall acknowledge receipt of all addenda within the responses.

### 7.0 **WITHDRAWAL OF PROPOSALS**

A representative of the Supplier may withdraw a Proposal at any time prior to the RFP submission deadline, upon presentation of acceptable identification as a representative of such Supplier.

8.0 **AWARD OF CONTRACT**

- 8.1 It is understood that the City reserves the right to accept or reject any and all Proposals and to re-solicit for Proposals, as it shall deem to be in the best interests of the City. Receipt and consideration of any Proposals shall under no circumstances obligate the City to accept any Proposals. If an award of contract is made, it shall be made to the responsible Supplier(s) whose Proposal(s) is determined to be the best evaluated offer taking into consideration the relative importance of the evaluation factors set forth in this RFP.
- 8.2 The City reserves the right to award a single contract or multiple contracts. The City anticipates awarding a primary and secondary supplier for each of the 48 contiguous United States and the District of Columbia as a result of this RFP. The City's preference is to make such awards to suppliers that provide the broadest geographical coverage and fuel product coverage possible, while meeting the scope of this RFP. However, awards may be made to a supplier(s) whose proposal is evaluated to be the best for a specific state, or for a particular type of fuel to be purchased within a state. It is not anticipated that awards will be made for geographical territories smaller than the boundaries of any one of the forty-eight contiguous United States or the District of Columbia. **Suppliers are encouraged to submit proposals that demonstrate their core competency as contemplated by the scope of this RFP, even if that core competency is for a specific geographic region smaller than the national scope or a specific fuel product rather than all fuel products specified in this RFP.** Please complete the following checklist to summarize for the City the geographic coverage that your core competency allows you to adequately propose to service under the requirements of this RFP:

Geographic Area to be serviced by Supplier	Capable of Servicing? (Yes / No)
All 48 Contiguous United States including the District of Columbia (if Yes, then no need to identify states individually below)	YES
Alabama	YES
Arizona	YES
Arkansas	YES
California	YES
Colorado	YES
Connecticut	YES
Delaware	YES
Florida	YES
Georgia	YES
Idaho	YES
Illinois	YES
Indiana	YES
Iowa	YES
Kansas	YES
Kentucky	YES
Louisiana	YES
Maine	YES
Maryland	YES
Massachusetts	YES
Michigan	YES

Minnesota	YES
Mississippi	YES
Missouri	YES
Montana	No
Nebraska	YES
Nevada	YES
New Hampshire	YES
New Jersey	YES
New Mexico	YES
New York	YES
North Carolina	YES
North Dakota	No
Ohio	YES
Oklahoma	YES
Oregon	YES
Pennsylvania	YES
Rhode Island	YES
South Carolina	YES
South Dakota	No
Tennessee	YES
Texas	YES
Utah	YES
Vermont	YES
Virginia	YES
Washington	YES
West Virginia	YES
Wisconsin	YES
Wyoming	No
District of Columbia	YES

### 8.3 Tentative Schedule of Events

RFP Release Date	June 4, 2014
Pre-proposal Conference	June 19, 2014, 10:00 AM
Deadline for Questions	June 26, 2014, 5:00 PM
Proposals Due Date	July 10, 2014, by 1:30 PM (Local Time)
Evaluations	July 10, 2014 through July 25, 2014
Interviews and Selection	July 25, 2014 through August 22, 2014
Contract Negotiations	August 22, 2014 through September 9, 2014
City Council Consideration	October 2014
Notice to Proceed (anticipated)	October 2014

### 9.0 PERIOD OF ACCEPTANCE

Supplier acknowledges that by submitting the Proposal, Supplier makes an offer that, if accepted in whole or in part by the City, constitutes a valid and binding contract as to any and all items accepted in writing by the City. The period of acceptance of proposals is 180 calendar days from the date of opening, unless the Supplier notes a different period in their proposal.

### 10.0 COST INCURRED IN RESPONDING

All costs directly or indirectly related to preparation of a response to this RFP, or any oral presentation required supplementing and/or clarifying a Proposal which may be required by the City, shall be the sole responsibility of and shall be borne by the Supplier.

### 11.0 NEGOTIATIONS

The City reserves the right to negotiate all elements that comprise the successful Supplier's response to ensure that the best possible consideration be afforded to all concerned.

### 12.0 CONTRACT INCORPORATION

The contract documents shall include the RFP, the Response to the RFP and such other terms and conditions as the parties may agree, including all exhibits and agreements pertaining to the national cooperative program through National IPA.

### 13.0 NON-ENDORSEMENT

If a Proposal is accepted, the successful Supplier shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City of Fort Worth's endorsement of the successful Supplier's services.

### 14.0 UNAUTHORIZED COMMUNICATIONS

Proposers' contact regarding this RFP with employees or officials of the City other than the Purchasing Manager may result in disqualification from this procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP.

**15.0 PROPOSAL EVALUATION PROCESS AND CRITERIA**

The City's Evaluation Team will review all responsive submittals and select the best evaluated proposals for further interview.

**15.1 PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)**

- 15.1.1 Method of Approach
- 15.1.2 Price Proposal
- 15.1.3 Qualifications & Experience

**15.2 REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA:** The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

**15.2.1 General Evaluation Criteria**

- A. Method of Approach
  - 1. Response to Section II General Scope of Work
  - 2. Response to Section III City of Fort Worth Technical Specification
  - 3. Response to National IPA Proposal Exhibit A
  - 4. Acknowledgement and Acceptance of National IPA Exhibits B-F
- B. Price Proposal
- C. Qualifications and Experience

<b>15.2.2</b>	<b>Evaluation Weights</b>	
	A. Responsiveness and clarity of proposal	<b>10</b>
	B. Ability to meet City of Fort Worth Specifications	<b>25</b>
	C. National Program	<b>20</b>
	D. Qualifications	<b>15</b>
	E. Contract Cost	<b>30</b>

**15.3 GENERAL**

- 15.3.1 Shortlist:** The City reserves the right to shortlist the suppliers on Method of Approach, Price Proposal, or Qualifications and Experience criteria individually or collectively. However, the City may determine that shortlisting is not necessary.
- 15.3.2 Interviews/Demonstrations:** The City reserves the right to conduct interviews and/or product demonstrations with some or all of the suppliers at any point during the evaluation process. However, the City may determine that interviews and/or demonstrations are not necessary. In the event these are conducted, information provided during the interview and/or demonstration process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the supplier for the costs associated with the interview and/or demonstration process.
- 15.3.3 Additional Investigations:** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any supplier submitting a proposal.

15.3.4 **Prior Experience:** Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

## **Section II - Standard Terms and Conditions**

These standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the Proposals are accepted by the City of Fort Worth.

### **1.0 DEFINITION OF BUYER**

The City of Fort Worth, its officers, agents, servants, authorized employees, contractors and subcontractors who act on behalf of various City departments, bodies or agencies.

### **2.0 DEFINITION OF SELLER**

The consultant, contractor, supplier, Supplier or other provider of goods and/or services, its officers, agents, servants, employees, contractors and subcontractors who act on behalf of the entity under a contract with the City of Fort Worth.

### **3.0 PUBLIC INFORMATION**

Any information submitted to the City of Fort Worth (the "City") could be requested by a member of the public under the Texas Public Information Act. *See* TEX. GOV'T CODE ANN. §§ 552.002, 552.128(c) (West Supp. 2006). If the City receives a request for a Seller's information, the Seller listed in the request will be notified and given an opportunity to make arguments to the Texas Attorney General's Office (the "AG") regarding reasons the Seller believes that its information may not lawfully be released. If Seller does not make arguments or the AG rejects the arguments Seller makes, Seller's information will be released.

### **4.0 PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**

No officer or employee of Buyer shall have a financial interest, direct or indirect, in any contract with Buyer or be financially interested, directly or indirectly, in the sale to Buyer of any land, materials, supplies or services, except on behalf of Buyer as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, expressed or implied, of the person or corporation contracting with the City Council shall render the contract invalid by the City Manager or the City Council. (Chapter XXVII, Section 16, City of Fort Worth Charter)

### **5.0 ORDERS**

5.1 No employees of the Buyer or its officers, agents, servants, contractors and subcontractors who act on behalf of various City departments, bodies or agencies are authorized to place orders for goods and services without providing approved contract numbers, purchase order numbers, or release numbers issued by the Buyer. The only exceptions are Purchasing Card orders and bona fide emergencies. In the case of emergencies, the Buyer's Purchasing Division will place such orders.

5.2 Acceptance of an order and delivery on the part of the Seller without an approved contract number, purchase order number, or release number issued by the Buyer may result in rejection of delivery, return of goods at the Seller's cost and/or non-payment.

**6.0 SELLER TO PACKAGE GOODS**

Seller will package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase change order number; (c) Container number and total number of container, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Seller shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

**7.0 SHIPMENT UNDER RESERVATION PROHIBITED**

Seller is not authorized to ship fuel under reservation, and no tender of a bill of lading will operate as a tender of goods.

**8.0 TITLE AND RISK OF LOSS**

The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery after inspection and acceptance of the goods.

**9.0 DELIVERY TERMS AND TRANSPORTATION CHARGES**

Freight terms shall be as specified in the General Scope of Work section of this RFP under Delivery /Freight, unless delivery terms are specified otherwise in Seller's proposal. Buyer agrees to reimburse Seller for transportation costs in the amount specified in Seller's proposal or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs; provided, Buyer shall have the right to designate what method of transportation shall be used to ship the goods.

**10.0 PLACE OF DELIVERY**

The place of delivery shall be set forth in the "Ship to" block of the purchase order, purchase change order, or release order.

**11.0 RIGHT OF INSPECTION**

Buyer shall have the right to inspect the goods upon delivery before accepting them. Seller shall be responsible for all charges for the return to Seller of any goods rejected as being nonconforming under the specifications.

**12.0 INVOICES**

12.0 Seller shall submit separate invoices in duplicate, on each purchase order or purchase change order after each delivery. Invoices shall indicate the purchase order or purchase change order number. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, should be attached to the invoice. Seller shall mail or deliver invoices to Buyer's Department and address as set forth in the block of the purchase order, purchase change order or release order entitled "Ship to." Payment shall not be made until the above instruments have been submitted after delivery and acceptance of the goods and/or services.

- 12.1 Seller shall not include Federal Excise, State or City Sales Tax in its invoices to the City. The City shall furnish a tax exemption certificate. See Page 22, 23, Paragraph 3.3, 3.3.1, 3.3.2, 3.3.3, 3.3.4, and 3.3.5 Taxes for details on applicable taxes. Please note and apply to any changes term changes.

**13.0 PRICE WARRANTY**

- 13.1 The price to be paid by Buyer shall be that contained in Seller's proposal which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to Seller's current prices on orders by others, or in the alternative upon Buyer's option, Buyer shall have the right to cancel this contract without liability to Seller for breach or for Seller's actual expense.
- 13.2 Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee, excepting bona fide employees of bona fide established commercial or selling agency is maintained by Seller for the purpose of securing business. For breach or violation of this warranty, Buyer shall have the right, in addition to any other right or rights arising pursuant to said purchase(s), to cancel this contract without liability and to deduct from the contract price such commission percentage, brokerage or contingent fee, or otherwise to recover the full amount thereof.

**14.0 PRODUCT WARRANTY**

Seller shall not limit or exclude any express or implied warranties and any attempt to do so shall render this contract avoidable at the option of Buyer. Seller warrants that the goods furnished will conform to Buyer's specifications, drawings and descriptions listed in the request for proposal, and the sample(s) furnished by Seller, if any. In the event of a conflict between Buyer's specifications, drawings, and descriptions, Buyer's specifications shall govern.

**15.0 SAFETY WARRANTY**

Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970, as amended. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at Seller's expense. In the event Seller fails to make appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense. Where no correction is or can be made Seller shall refund all monies received for such goods with thirty (30) days after request is made therefore and confirmed in writing; failure to do so shall constitute breach and cause this contract to terminate immediately.

**16.0 NO WARRANTY BY BUYER AGAINST INFRINGEMENTS OF PATENTS, COPYRIGHTS OR TRADE SECRETS**

As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with Buyer's specifications attached to Buyer's request for proposal will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to Buyer's specification will not give rise to such a claim and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like, if Seller is of the opinion that an infringement or the like will

result, he will notify Buyer to this effect in writing within two (2) weeks after the award of this proposal, if Buyer does not receive notice and is subsequently held liable for infringement of the like, Seller will indemnify for the full dollar amount thereof. If Seller in good faith ascertains within two (2) weeks after the award of this proposal that production of the goods in accordance with Buyer's specification will result in infringement or the like this contract shall be null and void except that Buyer will pay Seller the reasonable cost of Seller's search as to infringement.

**17.0 PROPRIETARY RIGHTS INDEMNIFICATION**

Seller warrants that the goods do not infringe upon or violate any United States patent, copyright, or trade secret. Seller will defend at its expense any action against Buyer or Buyer as licensee to the extent that it is based on a claim that goods used within the scope of the license hereunder infringe upon a United States patent, copyright or trade secret, and Seller will pay any costs and damages finally awarded against Buyer or Buyer as licensee in such actions which is attributable to such claim. Should the products become, or in Seller's opinion be likely to become, the subject of any claim of infringement, Seller shall procure for Buyer or Buyer as licensee the right to continue using the goods, replace them or modify them to make them non-infringing, or discontinue the license of them.

**18.0 CANCELLATION**

Buyer shall have the right to cancel this contract immediately for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof, including warranties of Seller, or if Seller files for bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies, which Buyer may have in law or equity.

**19.0 TERMINATION**

The performance of work under this contract may be terminated in whole or in part by the City, with or without cause, at any time upon the delivery to Seller of a written "Notice of Termination" specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of the City as set forth in clause 13, herein.

**20.0 ASSIGNMENT - DELEGATION**

No right, interest or obligation of Seller under this contract shall be assigned or delegated without the written agreement of the City's Purchasing Manager. Any attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**21.0 WAIVER**

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration in writing and is signed by the aggrieved party.

**22.0 MODIFICATIONS**

This contract can be modified or rescinded only by a written agreement signed by both parties.

**23.0 INTERPRETATION AND PRIOR EVIDENCE**

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this agreement. Acceptance of or acquiescence in a course of performance under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this agreement, the definition contained in the UCC shall control.

**24.0 APPLICABLE LAW**

This agreement shall be governed by the Uniform Commercial Code wherever the term "Uniform Commercial Code" or "UCC" is used. It shall be construed as meaning the Uniform Commercial Code as adopted and amended in the State of Texas. Both parties agree that venue for any litigation arising from this contract shall be in Fort Worth, Tarrant County, Texas. This contract shall be governed, construed and enforced under the laws of the State of Texas.

**25.0 INDEPENDENT CONTRACTOR**

Seller shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of Buyer. Seller shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors. The doctrine of respondent superior shall not apply as between Buyer and Seller, its officers, agents, employees, contractors and subcontractors. Nothing herein shall be construed as creating a partnership or joint enterprise between Buyer and Seller, its officers, agents, employees, contractors and subcontractors.

**26.0 INDEMNIFICATION**

Seller covenants and agrees to, and does hereby, indemnify and hold harmless and defend Buyer and National IPA, and their officers and employees, from and against any and all suits or claims for damages or injuries, including death, to any and all persons or property, whether real or asserted, arising out of or in connection with any negligent act or omission on the part of the Seller, its officers, agents, servants, employees or subcontractors, and Seller does hereby assume all liability and responsibility for injuries, claims or suits for damages to persons or property, of whatsoever kind or character, whether real or asserted, occurring during or arising out of the performance of this contract as a result of any negligent act or omission on the part of the Seller, its officers, agents, servants, employees or subcontractors.

**27.0 SEVERABILITY**

In case any one or more of the provisions contained in this agreement shall for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement, which agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**28.0 FISCAL FUNDING LIMITATION**

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise available by any means whatsoever in any fiscal period for payments due under this contract, then the City will immediately notify Seller of such occurrence and this contract shall be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

**29.0 NOTICES TO PARTIES**

Notices addressed to the City pursuant to the provisions hereof shall be conclusively determined to have been delivered at the time same is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to Purchasing Manager, City of Fort Worth, Purchasing Division, 1000 Throckmorton, Fort Worth, Texas 76102, and notices to Seller shall be conclusively determined to have been delivered at the time same is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to the address given by Seller in its response to the City's request for proposal.

**30.0 NON-DISCRIMINATION**

This contract is made and entered into with reference specifically to Chapter 17, Article III, Division 3 ("Employment Practices"), of the City Code of the City of Fort Worth (1986), as amended, and Seller hereby covenants and agrees that Seller, its employees, officers, agents, contractors or subcontractors, have fully complied with all provisions of same and that no employee, participant, applicant, contractor or subcontractor has been discriminated against according to the terms of such Ordinance by Seller, its employees, officers, agents, contractor or subcontractors herein.

**31.0 RIGHT TO AUDIT**

Seller agrees that the Buyer shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine and copy any directly pertinent books, computer disks, digital files, documents, papers and records of the Seller involving transactions relating to this contract. Seller agrees that the Buyer shall have access, during normal working hours, to all necessary Seller facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. Buyer shall pay Seller for reasonable costs of any copying Buyer performs on Seller's equipment or requests Seller to provide. The Buyer shall give Seller reasonable advance notice of intended audits.

**32.0 DISABILITY**

In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Seller warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Seller or any of its subcontractors. Seller warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold Buyer and National IPA harmless against any claims or allegations asserted by third parties or subcontractors against Buyer or National IPA arising out of Seller's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this agreement.

33.0 **ENVIRONMENTAL REGULATIONS**

The City reserves the right to consider Supplier's history of citations and/or violations of environmental regulations in determining Supplier's responsibility, and further reserves the right to declare a Supplier not responsible if the history of violations warrant such determination. Supplier shall submit with their proposal a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by Supplier that there are no citations or violations. Supplier shall notify the City immediately of notice of any citation or violation, which Supplier may receive after the Proposal opening date and during the time of performance of any contract awarded to Supplier.

### Section III - General Scope of Work

#### 1.0 GENERAL REQUIREMENTS

- 1.1 The City, as the Principal Procurement Agency, has partnered with National Intergovernmental Purchasing Alliance Company (herein "National IPA") to establish an intergovernmental agreement to supply the City of Fort Worth, Equipment Service Department and Participating Agencies within the Dallas/Fort Worth metropolitan area and in the 48 contiguous United States and the District of Columbia, with Motor Fuels and Aviation Fuels.
- 1.2 Suppliers should detail in their response their ability to service the 48 contiguous United States including District of Columbia. The City anticipates awarding a primary and secondary supplier for each of the forty-eight (48) contiguous United States and the District of Columbia as a result of this RFP. The City's preference is to make such awards to suppliers that provide the broadest geographical coverage and fuel product coverage possible, while meeting the scope of this RFP. However, awards may be made to a supplier(s) whose proposal is evaluated to be the best for a specific state, or for a particular type of fuel to be purchased within a state. It is not anticipated that awards will be made for geographical territories smaller than the boundaries of any one of the forty-eight contiguous United States or the District of Columbia. **Suppliers are encouraged to submit proposals that demonstrate their core competency as contemplated by the scope of this RFP, even if that core competency is for a specific geographic region smaller than the national scope or a specific fuel product rather than all fuel products specified in this RFP.**
- 1.3 The City of Fort Worth anticipates using an estimated 1,100,000 gallons of Reformulated and E85 Gasoline, and/or 2,500,000 gallons of (TxLED) Ultra Low Emission Diesel/Biodiesel per 12 month period.
- 1.4 The following definitions are provided to establish a common understanding of the scope of this RFP. The source for these definitions is the Energy Information Administration, which provides energy statistics for the U.S. government through the Department of Energy (<http://www.eia.doe.gov/>).
  - 1.4.1 **Biodiesel:** Any liquid bio-fuel suitable as a diesel fuel substitute or diesel fuel additive or extender. Biodiesel fuels are typically made from oils such as soybeans, rapeseed, or sunflowers, or from animal tallow. Biodiesel can also be made from hydrocarbons derived from agricultural products such as rice hulls.
  - 1.4.2 **Conventional Gasoline:** Finished motor gasoline not included in the oxygenated or reformulated gasoline categories.
  - 1.4.3 **Distillate Fuel Oil:** A general classification for one of the petroleum fractions produced in conventional distillation operations. It includes diesel fuels and fuel oils. Products known as No. 1, No. 2, and No. 4 diesel fuel are used in on-highway diesel engines, such as those in trucks and automobiles, as well as off-highway engines, such as those in railroad locomotives and agricultural machinery.
  - 1.4.4 **Finished Aviation Gasoline:** A complex mixture of relatively volatile hydrocarbons with or without small quantities of additives, blended to form a fuel suitable for use in aviation reciprocating engines. Fuel specifications are provided in ASTM Specification D 910 and Military Specification MIL-G-5572.

- 1.4.5 **Finished Motor Gasoline:** A complex mixture of relatively volatile hydrocarbons with or without small quantities of additives, blended to form a fuel suitable for use in spark-ignition engines. Motor gasoline, as defined in ASTM Specification D 4814 or Federal Specification VV-G-1690C, is characterized as having a boiling range of 122° to 158° degrees Fahrenheit at the 10 percent recovery point to 365° to 374° degrees Fahrenheit at the 90 percent recovery point. Motor Gasoline includes conventional gasoline; all types of oxygenated gasoline, including gasohol; and reformulated gasoline, but excludes aviation gasoline. Finished motor gasoline includes all ethanol-blended gasoline (e.g. E10, E85).
- 1.4.6 **Kerosene-Type Jet Fuel:** A kerosene-based product having a maximum distillation temperature of 400° degrees Fahrenheit at the 10-percent recovery point and a final maximum boiling point of 572° degrees Fahrenheit and meeting ASTM Specification D 1655 and Military Specifications MIL-T-5624P and MIL-T-83133D (Grades JP-5 and JP-8). It is used for commercial and military turbojet and turboprop aircraft engines.
- 1.4.7 **OPRG:** "Oxygenated Fuels Program Reformulated Gasoline" is reformulated gasoline which is intended for use in an oxygenated fuels program control area during an oxygenated fuels program control period.
- 1.4.8 **Reformulated Gasoline (RFG):** Finished motor gasoline formulated for use in motor vehicles, the composition and properties of which meet the requirements of the reformulated gasoline regulations promulgated by the U.S. Environmental Protection Agency under Section 211(k) of the Clean Air Act. This category includes oxygenated fuels program reformulated gasoline (OPRG) but excludes reformulated gasoline blend-stock for oxygenate blending (RBOB).
- 1.4.9 **Diesel Emission Fluid (DEF):** commonly referred to as AdBlue in Europe and standardized as ISO 22241 is an **Aqueous Urea Solution** made with 32.5% high-purity urea (AUS 32) and 67.5% deionized water. DEF is used as a consumable in selective catalytic reduction (SCR) in order to lower NO<sub>x</sub> concentration in the diesel exhaust emissions from diesel engines.

## 2.0 SCOPE

- 2.1 The general scope of this RFP includes finished motor gasoline, finished aviation gasoline, Kerosene-Type Jet Fuel, Distillate Fuel Oil for on-highway and off-highway diesel engines, and Biodiesel (collectively "Motor Fuels and Aviation Fuels"). This scope of motor fuels and aviation fuels covered by this RFP is intended to be broad and inclusive of all motor and aviation fuels used by Participating Agencies in the United States and the District of Columbia. The specifications for the City are detailed in a dedicated section of this RFP. Specifications for all other Participating Agencies are intentionally left at a general level to avoid omission of certain specifications or blends for any given Participating Agency, however Supplier is required to meet similar specification expectations as provided by the City of Fort Worth, and as specified in the definitions provided in section 1.5 above, in the provision of fuel to other Participating Agencies.
- 2.2 All fuels procured under this contract must conform to the applicable federal, state and local codes of each Participating Agency utilizing the resulting Master Agreement for each fuel type requested. This agreement requires that as legislation, both state and federal, governing the content characteristics and /or standards of Conventional Gasoline (including RVP during summer months), Ethanol Blended Gasoline, Reformulated Gasoline, Oxygenated Gasoline,

Diesel and/or Biodiesel fuel, Aviation Gasoline, and Kerosene-Type Jet Fuel could be modified that the providing Supplier shall deliver product that complies with the modified legislation. Regulations governing the standards for fuels utilized by Participating Agencies may change throughout the term of any contract resulting from this RFP, and as they change amendments may be made to any resulting contract from this RFP to reflect those modified standards. The City of Fort Worth reserves the right, at its sole discretion, to change the list of fuel types covered by any contract resulting from this RFP either by deletion of fuel types no longer needed or addition of other fuel types or fuel additives as may become necessary for Participating Agencies utilizing this agreement. When a class, type or category of fuel is to be added to this agreement, the City of Fort Worth shall supply specifications for such fuel to supplier(s) on this agreement no less than fifteen (15) days in advance of the first request for pricing for such fuels. This RFP is intended to establish a "living" contract that can be adapted to the changing needs of Participating Agencies, within the scope of the RFP for motor fuels and aviation fuels.

- 2.3 All motor fuels and aviation fuels delivered under this agreement will be of high quality and will not contain any foreign substances or water, which may damage any Participating Agency vehicle or contaminate the fuel storage tanks.
- 2.4 Participating Agencies will have their own designated representatives and methods of requesting delivery dates, sites and tracking of orders.
- 2.5 **Material Safety Data Sheets (MSDS), Safety Data Sheet (SDS), or Product Safety Data Sheet (PSDS)** sheets must be supplied for each Motor Fuel and Aviation Fuel product included in any proposal in response to this RFP. If **MSDS, SDS, or PSDS** sheets are not supplied with the proposal, the proposal may be considered non-responsive.
- 2.6 **Allocation.** In the event of a fuel shortage and/or catastrophic conditions, the Supplier must be capable of providing fuel to the City of Fort Worth and all Participating Agencies purchasing fuel on this agreement. The nature of Participating Agencies utilizing any contract resulting from this RFP is such that public safety might be jeopardized if Motor Fuels and Aviation Fuels are not delivered as ordered in the event of fuel shortages or catastrophic conditions. Supplier agrees that delivery of products covered by this RFP will be made in a priority manner to Participating Agencies to the exclusion of non-governmental agencies during times of shortages and / or catastrophes. Supplier agrees to provide a detailed contingency plan to each Participating Agency requesting such.
- 2.7 **Emergency Purchasing.** In the event that an emergency or disaster is declared by a Participating Agency according to applicable laws governing states of emergency and disasters requiring the prompt and immediate delivery of products or services, the Participating Agency reserves the right to obtain such products or services from any source, including but not limited to this contract, which will meet the needs of such emergency. Supplier shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

### 3.0 **PRICING**

The basis for pricing proposals will be to utilize a formula, consisting of a Benchmark Index and a Market Differential. Descriptions of the components of this price formula are provided below.

### 3.1 Benchmark Index

The City and National IPA intend to utilize a benchmark index to establish a verifiable baseline fuel price per gallon. Recognizing that there are variations in costs to transport and provide fuel to many regions or markets of the United States, the benchmark index will be established by market rather than using one index for all Participating Agencies. The benchmark index will be based on data provided by the Oil Price Information Service (OPIS). Specifically, the OPIS Net Standard Contract Rack Report for Dallas Metro Texas File will be utilized to establish the benchmark for each Rack market, and the 10:00 A.M. EST Contract Rack Average prices for each fuel product will be the benchmark index. The OPIS Net Standard Contract Rack Report for Dallas Metro Texas is a snapshot of the Rack Average supplier posting in each OPIS rack market at approximately 10:00a.m. eastern standard time each day, including Saturday, but excluding Sunday. The snapshot includes all price moves from 6:00 p.m. the prior day up until the price file is frozen at approximately 10:00 a.m. The snapshot includes the prompt payment discounts offered by suppliers. (Example: The (Jan. 3) OPIS Standard **Contract Rack Report for Dallas Metro Texas Net Rack Average** encompasses all price moves that were made at 6:00 p.m. (Jan. 2) up until 9:59 a.m. (Jan. 3.) The benchmark index to be utilized for this agreement is based on the date of fuel delivery to the Participating Agency. The benchmark index is a daily index published by OPIS and therefore Suppliers do not need to propose the benchmark index in response to this RFP. For the sole purpose of enabling the City to evaluate all proposals consistently, the OPIS 10:00 A.M. contract net **rack average** for May 5, 2014 for each rack market will be used to evaluate the total proposed prices per gallon, including the Market Differential described below. Suppliers are required to acknowledge the intended benchmark index and pose any questions regarding the use of the index specified in their response to this RFP.

### 3.2 Market Differential

The Market Differential is to be proposed by Suppliers for each OPIS Rack market that Supplier is capable of providing motor fuels and aviation fuels from. The Market Differential is to be a four-digit decimal numerical value that is added to or subtracted from the benchmark index for a given fuel product by Rack market. The Market Differential is to include all cost and profit components determined by the Supplier, but should exclude any applicable taxes (see Taxes below) and delivery charges to Participating Agencies (see Delivery/Freight below). A Price Proposal Spreadsheet in Microsoft Excel electronic format is included, integral component of this RFP. Suppliers are required to use this Price Proposal Spreadsheet to submit their proposed Market Differential for each fuel product by Rack market. This Spreadsheet must be submitted to the City in its Microsoft Excel electronic form, with no changes to the formatting or City-designed nature of the Spreadsheet. Contract Market Differential prices are firm for the term of the contract except that price revisions will be permitted in accordance with the City of Fort Worth terms set forth herein. Proposers are required to indicate on the appropriate price proposal spreadsheets any rack markets or any fuel products specified that they are not capable of providing under the scope of this RFP rather than simply leaving the market differentials blank for that rack market or fuel product. Market Differentials left blank on the price proposal spreadsheets may be interpreted as a "zero" value for evaluation purposes.

### 3.3 Taxes

3.3.1 The City of Fort Worth and all Participating Agencies may be tax-exempt organizations regarding federal, state, and/or local taxes on motor fuels and aviation fuels. **The collection of Federal, state and local taxes on Motor Fuels and Aviation**

Fuels may vary for each Participating Agency that will utilize any contract resulting from this RFP, and the determination of the tax exempt status of any Participating Agency shall be determined by such Participating Agency. It is the Supplier's responsibility to accurately assess, collect and remit to any taxing authority any fuel taxes after determination by the Participating Agency of its tax exempt status regarding any and all taxes on motor fuels and aviation fuels. Participating Agencies will provide tax-exempt certifications upon request. Any applicable taxes are to be added as a separate line to each invoice submitted under the terms of this RFP, and each applicable tax (e.g., federal, state, etc.) is to be separately identified on the invoice regarding the taxing authority imposing such tax to enable Participating Agencies to assess the accuracy of taxes imposed.

- 3.3.2 The price for fuels under any contract awarded hereunder shall be increased by the amount of any after-imposed tax, unless the legislative, judicial or administrative act says otherwise, if the supplier states in writing that such contract price does not include any contingency for such after-imposed tax. Such increase shall be prospective only and becomes effective upon such written notice. "After-imposed tax" means any new or increased Federal, State and Local excise tax or duty, except social security or other employment taxes, on fuel purchased under any contract awarded hereunder which the supplier is required to pay or bear the burden of as the result of legislative, judicial, or administrative action taking effect after the date of contract award.
- 3.3.3 The price for fuels under any contract awarded hereunder shall be decreased by the amount of any after-relieved tax. Such decrease shall be effective when realized. "After-relieved tax" means any amount of Federal, State and Local excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on fuel purchased under any contract awarded hereunder which the supplier is not required to pay or bear the burden of, or for which the supplier obtains a refund or drawback, as the result of legislative, judicial or administrative action taking effect after the date of contract award.
- 3.3.4 The City of Fort Worth and any other Participating Agencies that fall into these guidelines, in accordance with IRS notice 88-30, is exempt from paying a federal excise tax on diesel fuel. The City of Fort Worth and any other Participating Agency, if applicable, will sign a certificate of exemption, to be maintained on file with the successful proposer for the duration of the agreement.

#### 3.4 Delay Time

The supplier will identify in the proposal response the amount to be charged for delay time on a rate per hour. Delay time is defined as the period of time in hours, or part thereof, that a delivery truck has to wait before it can deliver its load or if the ordered load does not fit.

#### 3.5 Special Allowances

Any special allowances are not included in the price. However, if the supplier extends such allowances during the term of the contract to Federal, State, Local Governments or to commercial users in the normal course of doing business, such allowances will also be available to the Participating Agencies in the maximum amount extended to others who contract to purchase fuel under similar contractual terms and conditions.

#### 4.0 ORDERS

Orders may be placed by telephone, fax or other method selected by the Participating Agency. Orders will include the specific delivery dates and sites as designated by the Participating Agency. Order and Emergency contact information for Participating Agencies will be provided by the agencies that wish to utilize this fuel agreement.

#### 5.0 DELIVERY/FREIGHT

Fuel delivery charges are to be determined separately and apart from the Market Differential discussed in the Pricing section of this RFP (i.e., the Market Differential must not include cost estimates for delivery). The number and location of storage tanks at each Participating Agency, and the number and location of each agency eligible to utilize this contract necessitate that delivery charges be determined directly between each Participating Agency electing to utilize this agreement and the awarded Supplier(s). Successful Supplier(s) will be required to quote delivery charges directly to each Participating Agency at the request of each agency. Delivery charges shall be a direct cost pass-through to the Participating Agency. No mark-up or profit shall be added to actual freight / delivery costs to a Participating Agency.

- 5.1 When determining delivery charges specific to each Participating Agency, Supplier must identify additional charges, if any, for split deliveries at different locations or for loads smaller than tank loads. The City and other Participating Agencies reserve the right to add and/or delete delivery sites during the course of this agreement.
- 5.2 Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order. Delivery shall be made in accordance with instructions on Purchase Order from each Participating Agency. Deliveries will be made in accordance with petroleum bulk storage regulations as designated by Participating Agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the supplier's obligation to seek clarification from the ordering agency.
- 5.3 Supplier's delivery trucks **WILL BE EQUIPPED WITH CALIBRATED METERS** to accurately measure quantities delivered. All trucks used for delivery must have the ability to measure fuel delivered and correct the recorded volume delivered to 60 degrees Fahrenheit for billing purposes. The successful Supplier awarded the agreement will adjust for volume changes by temperature variations. The Supplier shall use 60 degrees Fahrenheit as the normal temperature reading. All deliveries must be accompanied by a Delivery Ticket showing Brand or Grade and gross gallons, temperature and adjusted gallons delivered. Agencies may examine, upon request, a copy of the metered ticket showing gallons loaded into the vehicle making delivery.
- 5.4 Guaranteed delivery times for any contract resulting from this RFP will be within twenty- four (24) hours from receipt of order, or as specified by ordering agency if delivery is desired by ordering agency at some date beyond 24 hours. As much time as possible will be allowed the Supplier (with consideration for the stipulated guaranteed delivery) for making deliveries; however, the Supplier shall be capable of making bulk deliveries within 24 hours after receipt of order, especially in emergency situations. Normal deliveries are considered to be Monday thru Sunday according to the hours of operation for each site unless an emergency situation should develop. Deliveries on Saturday or Sunday shall be priced using the OPIS contract net low for the Saturday (available from OPIS if Supplier does not currently receive Saturday prices) of the weekend during which the delivery occurred

- 5.5 Agencies shall be responsible to insure that storage tanks are accessible by the supplier, and it is strongly advised that a representative from the Participating Agency be present during the delivery. Failure of the agency to make appropriate arrangements, preventing delivery of product upon supplier's arrival at delivery site, may result in a charge to the agency for the supplier's transportation costs for that particular trip. Participating Agencies are responsible for the implementation of monitoring programs to insure compliance by fuel suppliers with the specification requirements as outlined herein and in accordance with any regulations stipulated by Participating Agencies.
- 5.6 Each Participating Agency shall be responsible for having the proper fuel fill and transfer vapor recovery system(s) operating on their storage tanks in accordance with Participating Agency's state and local regulations. The transfers include delivery tank to storage tank (Stage I) and storage tank to vehicle tank (Stage II) systems. Suppliers have the responsibility of reporting faulty equipment to the end users and the appropriate regulatory agencies.
- 5.7 Participating Agencies may request "automatic replenishment" or for the Supplier to top-off tanks for testing purposes. The supplier will comply with these requests at its option and shall notify the Participating Agency accordingly. Supplier must have the ability upon request from the Participating Agency, to be able to remotely monitor the agency's fuel monitoring system and send a fuel truck when a full load is required.
- 5.8 The supplier shall provide fuel content labels/signs for each pumping station. These labels shall satisfy the requirements of each Participating Agency's state and local regulations. An environmental awareness decal/label shall be provided and displayed on each affected pump.
- 5.9 The resulting contract from this RFP will provide for freight terms that allow for 1) pick-up by Participating Agencies in their own vehicles if so capable, and/or 2) delivery to bulk storage tanks at Participating Agencies. It is anticipated that the majority of purchases under this contract will be on a "delivered" basis, but some agencies have appropriate vehicles and the desire to pick up fuel. In the event of an agency ordering fuel to be picked up in their own vehicle, no additional freight or delivery charges will be allowed under this contract (i.e., Benchmark Index plus Market Differential only).
- 5.10 Freight terms, to be specified by Participating Agency at the time of order, shall be either:  
FOB Origin – Title and risk of loss of fuel shall pass to Participating Agency at the point Participating Agency actually receives and takes possession of fuel when loaded in Participating Agency vehicle at the terminal. No delivery charges shall be charged or assessed to Participating Agency.

- OR -

FOB Destination - Title and risk of loss of fuel shall not pass to Participating Agency until Participating Agency actually receives and takes possession of fuel at point of delivery. Delivery charges to be a direct cost pass-through to Participating Agency, and added as a separate line item on the invoice. Delivery charges are to be pre-determined between Participating Agency and Supplier prior to delivery.

## 6.0 INVOICES

- 6.1 Participating agencies will provide their billing addresses for submission of invoices. All invoices should reference, at a minimum, delivery ticket and Participating Agency purchase order / requisition number, specific delivery dates and delivery times, and delivery location.

6.2 Invoices must clearly indicate the Supplier's federal tax identification number as well as the OPIS Benchmark Index per the terms of this contract for each fuel product delivered as a separate line item on the invoice. Invoices must state as a separate line item the Market Differential for each fuel product sold per the terms of this contract. The OPIS Benchmark Index and Market Differential for each fuel product sold must be stated on a cost per gallon basis on the invoice, with number of gallons sold separately stated by fuel product. The extended total sales for each fuel product sold must be identified. Taxes, if any, and delivery charges, if any, should be stated a separate line items on the invoice to derive the total cost to the Participating Agency. If confirmation of pricing by any Participating Agency or National IPA finds any discrepancy with the terms of this contract, Supplier shall make correction before payment of invoice or refund any overpayment for incorrect invoices already paid without any penalty assessed upon the Participating Agency.

6.3 A copy of the bill of lading when applicable shall be attached to the invoice.

#### 7.0 PAYMENTS

Payment terms will be net 15 days from receipt and acceptance of products ordered and accurate invoices, unless otherwise proposed by a Supplier.

#### 8.0 REPORTING

The awarded primary/secondary Suppliers will be required to maintain data and provide documentation and/ or reports of all petroleum products and gallons purchased by each Participating Agency that elects to participate on this contract. Suppliers should be able to supply weekly usage and amount dispensed reports for each Participating Agency upon request.

#### 9.0 SECONDARY AWARD

Proposers shall state, if a contract is awarded to a primary supplier other than the Proposer, if the Proposer would be willing to accept a secondary award to provide Motor Fuels and Aviation Fuels as specified in this RFP in the absence of the primary supplier. Prices and terms would remain the same as those provided on the proposal documents for the entire or remaining contract.

#### 10.0 LICENSING

10.1 The City has selected the OPIS Net Standard Contract Rack for Dallas Metro Texas Rack Average as the price index benchmark for settlement under this contract. Suppliers and Participating Agencies must be aware that OPIS prices are protected under strict copyright agreements and forwarding printed or electronic OPIS price reports is a violation of federal copyright law. It is highly encouraged that both suppliers and purchasers of fuel tied to OPIS pricing subscribe to OPIS to verify the prices that are used in fulfilling this contract.

10.2 It shall be the sole responsibility of the awarded Supplier to maintain all licenses necessary to fulfill this agreement. Awarded Supplier will hold City of Fort Worth, all Participating Agencies, and National IPA harmless of any copyright infringements or penalties.

#### 11.0 TESTING

Deliveries of fuel under this contract are subject to testing, to insure compliance with specifications. All tests shall be made as per methods specified or approved by the American Society of Testing Material (ASTM), unless otherwise specified. When the test analysis shows fuel meeting specification, the Participating Agency will pay for said test. When test analysis shows fuel does not meet specification, Supplier will pay for said test. In addition, Supplier agrees to be liable for all charges necessary to satisfactorily bring contaminated tanks within limits, pump out fuel and replace as necessary.

**SECTION IV - Detailed Fort Worth Specifications**

**1.0 Ethanol, Gasoline, and E85 Fuel Component Properties**

1.1 Item #1.

Property	Ethanol	Gasoline	E85
Chemical Formula	C <sub>2</sub> H <sub>5</sub> OH	C <sub>4</sub> to C <sub>12</sub> Hydrocarbons	C <sub>4</sub> to C <sub>12</sub> Hydrocarbons and Oxygenated
Main Constituents (% by weight)	52° C, 13 H, 35 O	85°-88° C, 12-15 H	57° C, 13 H, 30 O
Octane (R+M)/2	98-100	87-94	95-97
Lower Heating Value (British thermal unit (BTU) per gallon)	76,300	116,900	83,600- 89,400
Gasoline Gallon Equivalence (v/v gasoline)	1.5	1	1.3-1.4
Miles per Gallon Compared to Gasoline	67%	-	73%
Reid Vapor Pressure (psi)	2.3	7-16	7-12
Ignition Point—Fuel in Air (%)	3-19	1-8	*
Temperature (approx.) (°F)	850	495	*
Specific Gravity (60/65°F)	0.794	0.72-0.78	0.78
Cold Weather Starting	Poor	Good	Good
Air-Fuel Ratio (by weight)	9	14.7	10
Hydrogen-Carbon Ratio	3.0	1.85	2.75-2.95
*Depends on hydrocarbon blending component properties.			

1.2 The E85 specifications above and below (9.1, Item #1, and 9.3, Item #1) represent ASTM D5798-07 Standard Specification for Fuel Ethanol for Automotive Spark-Ignition Engines. But not limited to if proven by the federal government and/or TCEQ as no longer an approved Standard Specification.

1.3 Item #1.

ASTM D5798-07 Standard Specification for Fuel Ethanol (Ed75-Ed85) for Automotive Spark- Ignition Engines			
Property	Value for Class		
ASTM Volatility Class	1	2	3
Ethanol Plus Higher Alcohols (minimum volume %)	79	74	70
Hydrocarbons (including denaturant) (volume %)	17-21	17-26	17-30
Vapor Pressure at 37.8°C kPa psi	38-59 5.5-8.5	48-65 7.0-9.5	66-83 9.5-12.0
Lead (maximum, mg/L)	2.6	2.6	3.9
Phosphorus (maximum, mg/L)	0.2	0.3	0.4
Sulfur (maximum, mg/kg)	210	260	300
<b>All Classes</b>			
Methanol (maximum, volume %)	0.5		
Higher Aliphatic Alcohols, C3-C8 (maximum volume %)	2		
Water (maximum, mass %)	1.0		
Acidity as Acetic Acid (maximum, mg/kg)	50		
Inorganic Chloride (maximum, mg/kg)	1		
Total Chlorine as Chlorides (maximum, mg/kg)	2		
Gum, Unwashed (maximum, mg/100 mL)	20		
Gum, Solvent-Washed (maximum, mg/100 mL)	5.0		
Copper (maximum, mg/100 mL)	0.07		
Appearance	Product shall be visibly free of suspended or precipitated contaminants (shall be clear and bright).		

1.4 Comparison of E10 Fuel Properties  
Item #1.

Property	Ethanol	Gasoline
Chemical Formula	C <sub>2</sub> H <sub>5</sub> OH	C <sub>4</sub> to C <sub>12</sub> Hydrocarbons
Molecular Weight	46.07	100-105
Composition, weight %		
Carbon	52.2	85-88
Hydrogen	13.1	12-15
Oxygen	34.7	0
Relative Density, 60/60°F	0.794	0.69-0.793
Density, lb/gal@60°F	6.61	5.8-6.63
Lower Heating Value		
Btu/lb	11,500	18,000-19,000
(British thermal unit (BTU) per gallon) @60°F	76,300	109,000-119,000
Boiling Temperature, °F	173	80-437
Freezing Point, °F	-173.4	-40
Vapor Pressure, psi	2.3	6-15
Blending Reid Vapor Pressure, psi	18	6-15
Octane (R+M)/2	112.5-115a/	87-94
Water Solubility, @70,°F		
Fuel In Water Vol %	100	Negligible
Water in Fuel Vol %	100	Negligible
Flash point, close cup, °F	55	-45
Autoignition Temperature, °F	~793	~495
Flammability limits, Vol %		
Lower	4.3	1.4
Higher	19.0	7.6
Latent Heat of Vaporization		
Btu/lb @ 60 °F	396	~150
Btu/gal @ 60°F	2,378	~900
Stoichiometric Air/Fuel Ratio, Weight	9.00	14.7

Note: Values shown are typical octane blending values for ethanol as reported. Octane blending values vary with oxygenate concentration, base fuel octane and composition.

- 1.5 The above specifications may vary slightly depending on the Supplier and manufacturer of fuel. Any variance from the above or below specifications must be approved by the City of Fort Worth Equipment Services Department. If quoting a product that varies, you must submit the specifications on the variance with this RFP for evaluation. It shall contain additive package and corrosion inhibitors, but not limited to; if proven by the federal government and/or TCEQ as no longer an approved additive or corrosion inhibitor. If product package and/or corrosion inhibitor are changed or altered, the new formulation must meet and/or exceed the federal government and/or TCEQ approved formulation standards.

## 2.0 General

It is anticipated that the (TxLED) Ultra Low Emission Diesel #1, #2, Red Dyed Diesel, 70/30 blend, and/or Bio-diesel to be furnished will fall within the broad specifications listed below. If the Diesel does not fall within these specifications, the variances shall be stated in your proposal and the City of Fort Worth reserves the right to accept or reject the proposals if the variances are considered excessive.

- 2.1 In addition, it is the intent of City of Fort Worth to buy (TxLED) Ultra Low Emission Diesel #1, #2, Red Dyed Diesel and/or (SME) Soy-Methyl-Ester, a virgin vegetable oil blend stock bio-diesel/TxLED blend, meeting ASTM D 6751 and BQ9000 furnished by the successful proposer and shall be same grade reformulated (TxLED) Ultra Low Emission Diesel offered through this company's regular retail outlet.
- 2.2 The Texas Ultra Low Emission Diesel shall contain same additive package, including, but not limited to ORYXE (OR-LED 2 and/or OR-LED 3 bio), if additive packages are proven by the federal government and/or TCEQ as no longer an approved additive. Successful proposer shall confirm that producer of the bio-diesel is complying with 30 TAC 114.316(k) regarding sampling and testing requirements and complying with all federal government and/or TCEQ on approved additive packages.

## 3.0 Allocation

In the event of a fuel shortage and/or catastrophic conditions, the Supplier must be capable of providing fuel to the City of Fort Worth.

## 4.0 Delivery

Deliveries will be made to the various sites Monday through Sunday, according to the hours of operation for that site unless an emergency situation should develop.

- 4.1 Note: Supplier is not allowed to ship fuel under reservation or no tender of a bill of lading will operate as a tender automatic approval. Title and risk of loss of fuel shall not pass to buyer until buyer actually receives and takes possession of fuel at point of delivery.

## 5.0 Additional Requirement

Supplier shall agree to furnish a fueling site within a 40 mile radius of the City of Fort Worth Texas, to load the City's 4,000 and 4,500-gallon tankers. The City may purchase quantities from 200 gallons and/or maximum of City tanker capacities. All grades of fuel must be carried at Supplier's approved fueling location, including bio-fuels. Proposers must attach the fueling address for their fueling site(s); failure to attach such information may make a Supplier's proposal non-responsive.

## 6.0 Diesel Fuel Components

### 6.1 Item #1.

- 6.1.1 Fungibles #1 - fuel oil distillate with a minimum cetane number of 48 and aromatics content (10%)max., maximum sulfur content of (<15ppm) or less.
- 6.1.2 Components: Light hydrocarbon distillate – 60%, Kerosene – 40%, pour point improver – <15 PPM.

- 6.1.3 Flammable properties: Flash point – 100° to 162° degrees F, auto ignition temp. 220° C to (428° degrees F), explosive limits by % volume in air – lower 0.4/upper 8% Boiling point – 380° degrees, specific gravity (H2O=1) – 0.83 (AIP) 38.5, insoluble in water, vapor pressure @ 20° degrees C MMHG: N/AV, volatile by volume – 100%
- 6.1.4 Fungibles #2 - fuel oil distillate with a minimum cetane number of 48 and aromatics content (10%)max., maximum sulfur content of (<15ppm) or less.
- 6.1.5 Components: Petroleum distillates –100%, pour point improver <15 PPM.
- 6.1.6 Flammable properties: Flash point – 125° to 190° degrees F, autoignition temp. 257.2° C to (495° degrees F), explosive limits by % volume in air – lower 0.4/upper 8%
- 6.1.7 Boiling point –325° to 700° F degrees, specific gravity 0.84 to 0.93 (H2O=1) @ 60°F, insoluble in water, vapor pressure <0.7kPa (<5.2 mm Hg @ 20 degrees C, vapor density 3 (Air =1), volatility negligible, evaporation rate 0.02
- 6.2 Item #2.
  - 6.2.1 Fungible #1 - split load 70/30 blend (DF#2-70%/DF#1-30%) fuel oil distillate with a minimum cetane number of 48 and aromatics content (10%)max., maximum sulfur content of (<15ppm) or less.
  - 6.2.2 Pricing on 70/30 blend will be based on the DF#1-30%. (70%-#2 Dallas metro average rack price and 30%-#1 Dallas Metro average rack price for date of delivery).
- 6.3 Item #3.
  - 6.3.1 Fungible #2 - split load DF/BIO-DF blend (DF#2-#00%/BIO#00%) fuel oil distillate with a minimum centane number of 48 and aromatics content (10%)max., maximum sulfur content of (<15ppm) or less.
- 6.4 The above specifications may vary slightly depending on the Supplier and manufacturer of fuel. Any variance from the above specifications must be approved by the City of Fort Worth Equipment Service Department. If quoting a product that varies, Proposers shall submit the specifications on the variance with this proposal for evaluation meeting and/or exceeding approved formulation.

7.0 **Jet-A Aviation Fuel (GRADE 54)**

PROPERTIES	ASTM	SPEC.'S	NOTES
ACIDITY, TOTAL MG KOH/G	MAX	D874	0.1
AROMATICS, VOL %	MAX	D1319	22 A
MERCAPTAN SULFUR, WT. %	MAX	D3227	0.003
SULFUR, TOTAL WT. %	MAX	D4294	0.3
DISTILLATION		D96	
10% RECOVERED F	MAX		400

50% RECOVERED F			REPORT	
95% RECOVERED F			REPORT	
END POINT	MAX		572	
DISTILLATION RESIDUE, VOL%	MAX		1.5	
DISTILLATION LOSS, VOL%	MAX		1.5	
FLASH POINT, F		D58	104 MIN. °	B
GRAVITY, API @ 60 °F	MAX	D4052	37-51	
FREEZING POINT, C	MAX	D2346	40	
VISCOSITY, -4 °F CST	MAX	D445	8	
NET HEAT OF COMBUSTION, BTU/LB.	MIN	D1406	18,400	C

COMBUSTION PROPERTIES:

ONE OF THE FOLLOWING REQUIREMENTS SHALL BE MET:

- |   |     |               |      |  |
|---|-----|---------------|------|--|
| 1. LUMINOMETER NO., OR                  | MIN | D1740         | 45   |  |
| 2. SMOKE POINT, OR                      | MIN | D1322         | 25   |  |
| 3. SMOKE POINT AND                      | MIN | D1322 & D1840 | 19   |  |
| NAPHTNALENES VOL%                       | MAX |               | 3.0  |  |
| CORROSION, COPPER STIP, 2 HRS. @ 212 °F | MAX | D130          | NO.1 |  |

TERMAL STABILITY:

<u>FILTER PRESSURE DROP (MNHG)</u>	MAX	D3241	25	E
TUBE DEPOSIT LESS THAN				CODE 3

TERMAL STABILITY:

<u>FILTER PRESSURE DROP (MNHG)</u>	MAX	D3241	25	E
TUBE DEPOSIT LESS THAN				CODE 3

EXISTENT GUM MAX, MG/100ML	MAX	D391	7.0	
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WATER REACTION:

D1024

SEPARATION RATING	MAX	+2
INTERFACE RATING	MAX	18

ADDITIVES

F

APPEARANCE

COLOR, SAYBOLT

MIN	D156	G
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WSIM

MIN	D3948	85
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CONDUCTIVITY (PS/M)

REPORT

7.1 Jet-A Aviation Turbine Fuel, Specification

**PHYSICAL PROPERTIES:**

BOILING POINT:	572°F (300°C)	POUR POINT: ND
SPECIFIC GRAVITY:	0.7753- 0.8398	PH: Essentially Neutral
MELTING POINT:	ND	FREEZING POINT: -40° F (-40° C)
% VOLATILE:	ND	APPEARANCE/ODOR: Pale Yellow, Clear Liquid with Kerosene-Like Odor

VAPOR PRESSURE: Very Low  
EVAPORATION RATE (WATER): Very Low

FLASH POINT: 100° F (37.8° C) Tag Closed Cup

VAPOR DENSITY 5.7(Approximate): AUTOIGNITION TEMPERATURE: 410°F (210° C)

VISCOSITY: 8 CST FLAMMABILITY LIMITS IN AIR: (% By Vol.) Lower: 0.7

% SOLUBILITY IN WATER: Negligible

FLAMMABILITY LIMITS IN AIR: (% By Vol.) Upper: 5

OCTANOL/WATER PARTITION COEFFICIENT: ND

PROPERTIES	ASTM	SPEC.'S	NOTES
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**COMPOSITION**

ACIDITY, TOTAL MG KOH/G	MAX	D1655	0.1	N/A
AROMATICS, VOL %	MAX	D1655	25	
MERCAPAN SULFER, WT.%	MAX	D1655	0.003	
SULFER, TOTAL WT.%	MAX	D1655	0.3	
DOCTOR TEST (N=NEGATIVE)				N

**DISTILLATION**

		D1655		
10% RECOVERED	F		400°F (204.4°C)	
20% RECOVERED	F		----	
50% RECOVERED	F		REPORT	
90% RECOVERED	F		REPORT	
FINAL B.P. POINT	F	MAX	D1655	572°F (300°C)
DISTILLATION RESIDUE, VOL%		MAX		1.5
DISTILLATION LOSS, VOL%		MAX		1.5
FLASH POINT,	F		D1655	100°F (37.8°C)
GRAVITY, API@ 60°F		MAX	D1655	37-51
RELATIVE DENSITY (@15.5°)				0.7753-0.8398
FREEZING POINT,	C	MAX	D1655	-40°F (-40°C)
VISCOSITY,	-4° F CST	MAX	D1655	8
NET HEAT OF COMUSTION, BTU/LB.		MIN	D1655	18,400(42.8 MJ/KG)

**COMBUSTION PROPERTIES:**

ONE OF THE FOLLOWING REQUIEMENTS SHALL BE MET:

4. LUMINOMTER NO., OR	MIN	D1655	45
5. SMOKE POINT, OR	MIN	D1655	25
6. SMOKE POINT, AND	MIN	D1655	18
NAPHTNALENES VOL%	MAX		3.0
CORRSION, COPPER STRIP, 2 HRS. @ 212° F	MAX	D1655	NO.1

**THERMAL STABILITY:**

A. JFTOT DELTA P MAXIMUM (MM HG)	MAX	D1655	25
B. JFTOT MAXIMUM TUBE COLOR CODE	MAX	D1655	<3

**CONTAMINANTS:**

COKER TUBE COLOR CODE		D1655	3
EXISTENT GUM MAXIMUM (MG/100ML)	MAX	D1655	7
PARTICULATE MAXIMUM (MG/L)	MAX	D1655	----
WATER REACTION SEPARATION MAXIMUM	MAX	D1655	2
WATER RECACTION INTERFACE MAXIMUM	MAX	D1655	LB.
WSIM MINIMUM		D1655	85

NOTES:

Minimum 104° F temperature applies at the origin location; minimum of 100° F will apply at destination.

- A. Fuel over 20 volume % and not exceeding 25 volume % of aromatics is permitted provided the Supplier notifies the purchaser of the volume, destination, and aromatic content at date of such shipment.
- B. Method D56 is the preferred method. In case of dispute, method D56 will apply.
- C. Use for Jet-A the value calculated from table 8 on EOS 5 and 8 in method D1405. Test method D2382 may be used as an alternative. In case of dispute D2382 must be used.
- E. Thermal stability test shall be conducted for 2.5 hours at a control temperature of 250°C but if the requirements of the above specification are not met, the test may be conducted for 2.5 hours at a controlled temperature of 245° C results of both test temperature shall be reported by the visual, method: A rating by the tube deposit rating (TDR) optical density is desirable, but not mandatory.
- F. No additives other than ANTI-OXIDANTS AND METAL DEACTIVATORS as set forth in ASTM; D1655 (latest edition) Section 5.2 shall be permitted.
- G. Product shall be clear and bright and free of suspended water sediment.
- H. Product meets military Jet Specifications as specified in ASTM, D1655.
- I. SPECIAL NOTES:

The above specifications may vary slightly depending on the Supplier and manufacturer of Jet-A Aviation fuel. Any variance from the above specifications must be approved by the City's Equipment Services Department. If quoting a product that varies, Proposers must submit the specifications on the variance with this proposal for evaluation along with MSDS sheets. **Required fuel must meet the latest revision of Jet-A fuel ASTM 1655.**

All Jet-A fuel delivered under this agreement will be of high quality and will not contain any foreign substances or water, which may damage any Governmental Entities aviation equipment or contaminate the fuel storage tanks.

**8.0 Information**

- 8.1 This agreement requires that as legislation, both state and federal, governing the content characteristics of E85, Reformulated Gasoline, Jet-A Fuel, Red Dyed Diesel, Diesel #1, #2, and/or Biodiesel fuel could be modified that the providing Supplier shall deliver product that complies with the modified legislation.
- 8.2 Quality: All motor fuels delivered under this agreement will be of high quality and will not contain any foreign substances or water, which may damage any City vehicle or contaminate the fuel storage tanks.
- 8.3 Deliveries will be made at various sites Monday through Sunday according to the hours of operation for that site, unless an emergency situation should develop. Emergency contact after 5:00 PM will be Randy Rendon; telephone number will be provided to successful Supplier(s).
- 8.4 The City reserves the right to add and/or delete delivery sites during the course of this agreement.

- 8.5 Test: Deliveries of fuel under this contract are subject to testing, to insure compliance with specifications. All tests shall be made as per method by the American Society of Testing Material, unless otherwise specified. When the test analysis shows fuel meeting specification, the City will pay for said test. When test analysis shows fuel does not meet specification, contractor will pay for said test. In addition, contractor agrees to be liable for all charges necessary to satisfactorily bring contaminated tanks within limits, pump out fuel and replace as necessary.

9.0 Delivery location, City of Fort Worth, Equipment Services Department

LOCATION	TANK SIZE	HOURS OF OPERATION
1. James Avenue Service Center 5021 James Avenue Fort Worth, Texas, 76115	(-2-) 20,000 Gallon Unleaded, UST (-3-) 20,000 Gallon Diesel, UST	Monday through Friday 6:30a.m. To 11:00p.m. Friday: 6:30a.m. To 1:00 p.m.
2. Brennan Service Center 2500 Brennan Avenue Fort Worth, Texas 76106	(-1-) 115,000 Gallon Unleaded, AST "Easy access—Fuel must be pumped off " (-1-) 2,000 Gallon Diesel, AST	Monday through Friday 7:00a.m. To 7:30p.m.
3. Water Service Center 2201 West Daggett Street Fort Worth, Texas, 76104	(-2-) 10,000 Gallon Unleaded, UST (-2-) 10,000 Gallon Diesel, UST	Monday through Friday 7:00a.m. To 3:30a.m.
4. Southside Service Center 4100 Columbus Trail Fort Worth, Texas, 76133	(-1-) 10,000 Gallon Unleaded, UST (-2-) 5,000 Gallon Diesel, UST (-1-) 500 Gallon Diesel, UST	Monday through Friday 7:00a.m. To 3:30a.m.
5. Northside Service Center 301 Hillshire Drive Fort Worth, Texas, 76052	(-1-) 20,000 Gallon Unleaded, UST "Easy access – Any Truck " (-1-) 20,000 Gallon Diesel, UST	Monday through Friday 7:00a.m. To 12:00 Noon
6. Downtown Service Center 1013 Cherry Street Fort Worth, Texas, 76102	(-1-) 12,000 Gallon Unleaded, UST (-1-) 6,000 Gallon Unleaded, UST "Easy access – Any Truck "	Monday through Friday 7:00a.m. To 3:30p.m.
7. Water Department, WWTP; 4500 Wilma Lane Fort Worth, Texas, 76102	(-2-) 20,000 Gallon Diesel, AST (-2-) 2,000 Gallon Unleaded, UST (-1-) 2,000 Gallon Diesel, UST	Monday through Friday 8:00a.m. to 4:30p.m. (Village Creek - Wastewater Plant)

10.0 Additional Sites (All additional sites have (250, 500, 550, 1000, and 2000) Gallon tanks)

SITE	LOCATION
1. Meacham Airport	4201 N. Main Street, Suite 200, 76106
2. Spinks Airport	13725 Stone Road, Burleson TX 76028
3. PACS	Rolling Hills; Forestry, 2525 Joe B. Rushing, 76119
4. PACS	Lake Worth, 7500 Surfside Drive., 76135
5. PACS	Meadow Brook, 1815 Jensen Road., 76112
6. PACS	Sycamore Creek, 401 MLK Freeway, 76104
7. PACS	Pecan Valley, 6400 Pecan Valley Road, 76126
8. PACS	Rockwood, 1851 Jacksboro Highway, 76114
9. PACS	Greenbriar, 5201 James, 76133
10. PACS	North District Service Center., 1700 Brennan, 76106
11. PACS	South East District Center. 2300 Avenue H, 76105

12. PACS	West Zone, 2901 Crestline Road, 76107
13. Village Creek	4500 Wilma Lane, 76102
14. Fire Station #1	100 North Pecan, 76106
15. Fire Station #2	1000 Cherry Street, 76102
16. Fire Station #3	4700 Ramey, 76119
17. Fire Station #4	2950 Old Mansfield Road, 76119
18. Fire Station #5	208 Irma Street, 76104
19. Fire Station #6	205 University Drive, 76107
20. Fire Station #7	7601 John T. White Road, 76112
21. Fire Station #8	1101 12th Avenue, 76104
22. Fire Station #9	2575 Polaris, 76111
23. Fire Station #10	3209 Hemphill, 76110
24. Fire Station #11	400 Grand Avenue, 76106
25. Fire Station #12	120 N. W. 22 <sup>nd</sup> Street, 76106
26. Fire Station #13	5333 Lea Crest, 76135
27. Fire Station #14	2737 Meadowbrook, 76103
28. Fire Station #15	3100 Azle Avenue, 76106
29. Fire Station #16	5933 Geddes, 76106
30. Fire Station #17	212 Felix Street, 76115
31. Fire Station #19	2613 Carnation, 76111
32. Fire Station #20	1051 Woodhaven, 76103
33. Fire Station #21	3501 South Hill Drive, 76109
34. Fire Station #22	4848 Wilbarger Street, 76119
35. Fire Station #23	3201 Portales, 76116
36. Fire Station #24	3101 Forest Avenue, 76112
37. Fire Station #25	3801 N. Main, 76106
38. Fire Station #26	6124 S. Hulen Street, 76133
39. Fire Station #27	2940 Precinct line Road, Hurst TX, 76053
40. Fire Station #28	1224 Everman Parkway, 76140
41. Fire Station #29	6400 Westcreek, 76133
42. Fire Station #30	4416 Southwest Boulevard, 76116
43. Fire Station #31	4209 Longstraw, 76137
44. Fire Station #32	10201 White Settlement Road, 76108
45. Fire Station #33	14650 Statler Boulevard, 76155
46. Fire Station #34	14101 Sendera Ranch Blvd., Fort Worth/Haslet TX 76052
47. Fire Station #35	2251 Flight Line Road (Alliance Airport), 76177
48. Fire Station #36	5100 Columbus Trail, 76133
49. Fire Station #37	4701 E. Ray White Road, 76052
50. Fire Station #38	13280 Park Vista Boulevard, 76177
51. Fire Station #39	7555 Oakmont Boulevard, 76132
52. Fire Station #40	8510 Spring Street, 76179
53. Fire Station #41	842 Blue Mound Road, Haslet TX 76052,
54. Fire Station #44	4017 Falcon Way, 76106
55. Will Rogers Center	3300 Harley Street, 76107
56. City Convention Center	1111 Houston Street, 76102
57. Police Administration	350 W. Belknap Street, 76102
58. Police Auto Pound	2500 Brennan Avenue, 76106
59. Police Heliport	1400 Nixon Road, 76102
60. Police Heliport	310 Gulfstream Road, 76106 (Located in Meacham Airport)

10.1 The City of Fort Worth reserves the right to add and/or delete delivery sites during the course of this agreement.

**11.0 NOTE**

Supplier is not authorized to ship Jet-A Aviation Fuel under reservation and no tender of a bill of lading will operate as a tender automatic approval. Title and risk of loss of Jet-A Aviation Fuel shall not pass to the buyer until buyer actually receives and take possession of Jet-A Aviation Fuel at the point of delivery.

**12.0** Deliveries of Jet-A Aviation Fuel under this agreement are subject to test to insure compliance with these specifications. All tests shall be made as per method used by the American Society of Testing Materials unless otherwise specified. Supplier shall pay for analysis test. In addition, the Supplier agrees to be liable for any charges necessary to bring contaminated tanks within limits, pump fuel out and replace as necessary.

**13.0 Order Placement:**

13.1 Orders will be placed by telephone, requesting;

13.1.1 Specific delivery dates and sites

13.1.2 A blanket release number will be issued at that time.

13.2 Contact person: Randy Rendon or Tech Services/Fuel Section will be the contact for all City of Fort Worth fuel purchases and after hour or Holiday emergencies. Emergency Phone No. will be provided to successful Suppliers upon award of this fuel proposal.

13.3 Orders will be placed by telephone, requesting specific delivery dates and sites. A purchase release number will be issued at that time. Contact person for the City of Fort Worth will be Randy Rendon or his designated representative at (Phone No. provided to successful Supplier).

13.4 A delivery ticket will be presented at the time of delivery. The invoice should reference:

13.4.1 Delivery ticket and City of Fort Worth purchase order number

13.4.2 Requisition number and specific delivery dates

13.4.3 Specifying delivery sites and time of delivery

**14.0 Invoices:**

14.1 All City of Fort Worth invoices for fuel sites in City of Fort Worth, Equipment Service Division and any additional sites that may be added on an as-needed basis will be sent to:

City of Fort Worth  
Equipment Service Division  
Attention: Tech Service/Fuel Coordinator  
4100 Columbus Trail  
Fort Worth, Texas 76133

14.2 Invoice pricing shall include contract price and applicable taxes as a separate item. The only tax to be invoiced to City of Fort Worth is state tax and state loading tax, no other taxes will be charged.

14.3 Invoices must clearly indicate the Supplier's federal tax identification number as well as the Daily Net Rack Average for E85, Reformulated Gasoline (Premium, Midgrade, Regular), Jet-A Fuel, Red Dyed Diesel, Diesel #1, #2, and/or Biodiesel in Dallas Metro Texas, OPIS NET sent at 10:00 AM EST" for date of delivery" as a separate line item on invoice or separate page with invoice. If confirmation of pricing finds any discrepancy including list or average pricing used, Supplier shall make correction before payment of invoice or refund any overpayment for incorrect invoices already paid without any penalty assessed upon the City. Upon finding any frequent/recurring discrepancies, Supplier can be required to cover cost of OPIS license requirements to obtain copyrighted materials for the City.

**15.0 Federal Excise Tax:**

The City of Fort Worth that falls into these guidelines, in accordance with IRS notice 88-30, is exempt from paying a federal excise tax on diesel fuel. The City of Fort Worth, if applicable, will sign a certificate of exemption, to be maintained on file with the successful proposer for the duration of the agreement.

16.0 The City of Fort Worth reserves the right to order from other than the successful Supplier if delivery cannot be made within 24 hours after order has been placed.

17.0 **For vendors that propose to serve Texas locations, the following information must be provided for your proposal to be considered; failure to provide this information may make the proposal non-responsive. If you are not proposing to serve Texas locations, you may submit a proposal without the information requested in this section 17.0.**

17.1 Under Texas Government Code §2155.444, the state of Texas prohibits cities from accepting proposals from non-resident proposers unless such proposal is lower than the lowest proposal by a Texas resident by the amount the Texas resident would be required to underbid in the non-resident proposers' state. In order to make this determination; please answer the following questions:

Name, address and phone number of your principal place of business.

Mansfield Oil Company of Gainesville, Inc

1025 Airport Parkway SW

Gainesville, GA. 30501

Name, address and phone number of principal place of your business majority owner.

Mansfield Oil Company of Gainesville, Inc

1025 Airport Parkway SW

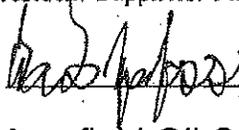
Gainesville, GA. 30501

Name, address and phone number of principal place of business your company's ultimate parent company.

N/A

17.2 If any of your answers to the above three (3) questions indicate a principal place of business other than within the State of Texas, the proposer will be required to provide a copy of all relevant laws applicable to non-resident Suppliers. Failure to provide this information may result in the rejection of your proposal.

Signature:



Title: Director of Government Pricing

Company Name: Mansfield Oil Company of Gainesville, Inc

Company Address: 1025 Airport Parkway SW, Gainesville, GA. 30501

## Section V – Insurance

1.0 The Supplier shall assume all risk and liability for accidents and damages that may occur to persons or property during the prosecution of the work. The Supplier shall file with the City of Fort Worth Purchasing Division, before the commencement of services, a certificate of insurance documenting the following required insurance. Public Participating Agencies may have similar requests for proof of insurance. The Supplier will be responsible for providing proof of insurance as may be required by Public Participating Agencies.

1.1 Statutory Workers' Compensation Insurance and Employer's Liability Insurance at the following limits

1.1.1 \$100,000 Each Accident

1.1.2 \$500,000 Disease – Policy limit

1.1.3 \$100,000 Disease – Each Employee

1.2 Commercial General Liability Insurance including Explosion, Collapse, and Underground Coverage shall be provided as follows:

1.2.1 \$1,000,000 Each Occurrence

1.2.2 \$2,000,000 Annual Aggregate

1.3 Auto Liability Insurance shall be provided as follows:

1.3.1 \$250,000 Bodily Injury Per Person Each Accident

1.3.2 \$250,000 Property Damage; or

1.3.3 \$500,000 Combined Single Limit Each Accident

1.3.4 The named insured and employees of the Supplier shall be covered under this policy. Liability for damage occurring while loading, unloading, transferring, and transporting materials under the Contract shall be included under this policy.

1.4 Environmental Impairment Liability (EIL) and/or Pollution Liability

1.4.1 \$2,000,000 per occurrence

1.4.2 EIL coverage(s) must be included in policies listed in subsection 1.1 above; or, such insurance shall be provided under separate policy(s). Liability for damage occurring while loading, unloading, transferring, and transporting materials under the Contract shall be included under the Automobile Liability insurance or other policy(s).

2.0 Policies shall be endorsed to provide the City of Fort Worth a thirty (30) day notice of cancellation, material change in coverage, or non-renewal of coverage. Applicable policies shall also be endorsed to name the City of Fort Worth as an additional insured, as its interests may appear (ATIMA).

### 3.0 ADDITIONAL INSURANCE INFORMATION

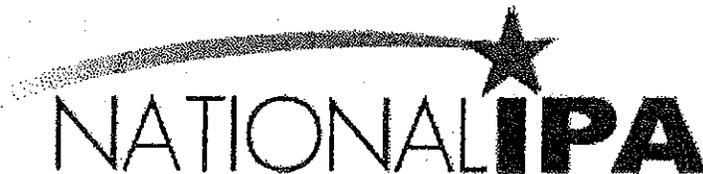
3.1 The City, its officers, employees and servants shall be endorsed as an additional insured on Supplier's insurance policies excepting employer's liability insurance coverage under Supplier's workers' compensation insurance policy.

3.2 Certificates of insurance shall be delivered to the Purchasing Department of the City of Fort Worth, 1000 Throckmorton Street, Fort Worth, Texas 76102, prior to a purchase order being issued.

3.3 Any failure on part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements specified herein.

- 3.4 Each insurance policy shall be endorsed to provide the City a minimum 30 days notice of cancellation, non-renewal, and/or material change in policy terms or coverage. A 10 days notice shall be acceptable in the event of non-payment of premium.
- 3.5 Insurers must be authorized to do business in the State of Texas and have a current A.M. Best rating of A: VII or equivalent measure of financial strength and solvency.
- 3.6 Deductible limits, or self-funded retention limits, on each policy must not exceed \$10,000.00 per occurrence unless otherwise approved by the City.
- 3.7 Other than worker's compensation insurance, in lieu of traditional insurance, City may consider alternative coverage or risk retention measures through insurance pools or risk retention groups. The City must approve in writing any alternative coverage.
- 3.8 Workers' compensation insurance policy(s) covering employees of the Supplier shall be endorsed with a waiver of subrogation providing rights of recovery in favor of the City.
- 3.9 City shall not be responsible for the direct payment of insurance premium costs for Supplier's insurance.
- 3.10 Supplier's insurance policies shall each be endorsed to provide that such insurance is primary protection and any self-funded or commercial coverage maintained by City shall not be called upon to contribute to loss recovery.
- 3.11 While the purchase order is in effect, Supplier shall report, in a timely manner, to the Purchasing Department any known loss occurrence that could give rise to a liability claim or lawsuit or which could result in a property loss.
- 3.12 Supplier's liability shall not be limited to the specified amounts of insurance required herein.
- 3.13 Upon the request of City, Supplier shall provide complete copies of all insurance policies required by these contract documents.

ATTACHMENT A



**Requirements for National Cooperative Contract  
To be Administered by  
National Intergovernmental Purchasing Alliance Company**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

- National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT
- National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE
- National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE
- National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE
- National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE
- National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBIT**  
**RESPONSE FOR NATIONAL COOPERATIVE CONTRACT-EXHIBIT A**

**1.0 Scope of National Cooperative Contract**

**1.1 Requirement**

The City of Ft. Worth, TX, (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company ("National IPA"), is requesting proposals for MOTOR FUELS AND AVIATION FUELS AND RELATED SERVICES. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

**1.2 Marketing and Administrative Support**

During the term of the Master Agreement National IPA intends to provide marketing and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, email, presentations)
- B. Website support
- C. Trade shows/conferences/meetings
- D. Advertising

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of \$0.01 per gallon of the greater of the Contract Sales under the Master Agreement and guaranteed Contract Sales under this Request for Proposal ("RFP"). By submitting a response to the PPA's RFP, Supplier agrees to the terms and conditions of Exhibit B – Example Administration Agreement. Any exceptions to the terms and conditions of the Administration Agreement must be included in the Supplier's response to the RFP.

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

### 1.3 Estimated Volume

The annual purchases among all Participating Agencies, including the City, are estimated to be 50 million gallons. These estimates are for aggregate usage across all fuel products, and are provided for general magnitude only. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

#### 1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree.

#### 1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

### 2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

#### 2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

#### 2.2 Pricing Commitment

Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

### 2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

## 3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

### 3.1 Company

- A. Brief history and description of your company.
- B. Total number and location of sales persons employed by your company.
- C. Number and location of support centers (if applicable).
- D. Annual sales for the three previous fiscal years.
- E. Submit your FEIN and Dunn & Bradstreet report.

### 3.2 Distribution, Logistics

- A. Describe how your company proposes to distribute the products/service nationwide.
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- D. State any return and restocking policy and fees, if applicable, associated with returns.

### 3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
  - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.
  - ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days.
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. Creation and distribution of a co-branded press release to trade publications within first 10 days.
- ii. Announcement, contract details and contact information published on the company website within first 30 days.
- iii. Design, publication and distribution of co-branded marketing materials within first 90 days.
- iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement.
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement.
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.).
- viii. Dedicated National IPA internet web-based homepage with:
  - National IPA standard logo;
  - Copy of original Request for Proposal;
  - Copy of contract and amendments between Principal Procurement Agency and Supplier;
  - Summary of Products and pricing;
  - Marketing Materials
  - Electronic link to National IPA's online registration page;
  - A dedicated toll free number and email address for National IPA

C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive contract

- F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
  - ii. Working knowledge of the solicitation process
  - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
- G. Provide contact information for the person(s), who will be responsible for:
- i. Marketing
  - ii. Sales
  - iii. Sales Support
  - iv. Financial Reporting
  - v. Contracts
- G. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- H. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
- I. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.
- J. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.
- TBD gallons in year one  
TBD gallons in year two  
TBD gallons in year three
- N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
  - ii. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.

- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement.
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE ADMINISTRATION**  
**AGREEMENT-EXHIBIT B**

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY**  
**ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and Mansfield Oil Company (herein "Supplier").

**RECITALS**

**WHEREAS**, the \_\_\_\_\_ (herein "Principal Procurement Agency") has entered into a Master Agreement dated \_\_\_\_\_, Agreement No \_\_\_\_\_, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), for the purchase of \_\_\_\_\_ (herein "Product");

**WHEREAS**, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), that register with National IPA or otherwise execute a Master Intergovernmental Cooperative Purchasing Agreement (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

**WHEREAS**, National IPA serves as the contract administrator for Principal Procurement Agency with regard to the Master Agreement, which is offered through National IPA to Public Agencies;

**WHEREAS**, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

**WHEREAS**, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies on a national basis and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

**DEFINITIONS**

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

## TERMS AND CONDITIONS

2. The Master Agreement, as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier the provisions of this Agreement shall prevail. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator under the Master Agreement as set forth herein, and Supplier hereby acknowledges and agrees that National IPA shall act in the capacity of contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

## TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement shall survive the term of this Agreement.

## NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion.

8. A copy of the Principal Procurement Agency Certificate executed by Principal Procurement Agency and an example of the Master Intergovernmental Cooperative Purchasing Agreement that is agreed to by each Participating Public Agency, which set forth the terms for their respective participation with National IPA, are attached hereto as Exhibit B and C, respectively. Supplier shall require each Participating Public Agency to register its participation in the National IPA program using the electronic registration feature at [www.nationalipa.org](http://www.nationalipa.org) prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide the marketing and administrative support set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo and the standard terms of use for their general use in marketing the Master Agreement. Both parties shall obtain approval from the other party prior to use of such logo.

#### MONTHLY REPORTING & FEES

10. Supplier shall pay National IPA an administrative fee in the amount of \$0.01 per gallon of fuel paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for such month. A sample of the Contract Sales reporting format is provided as Exhibit D, attached hereto and incorporated herein by reference.

To the extent Supplier has guaranteed minimum Contract Sales pursuant to the terms of the Master Agreement in accordance with the terms of its proposal, the administrative fee shall be calculated based on the greater of the Contract Sales and the guaranteed Contract Sales set forth in Supplier's proposal.

11. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA and Principal Procurement Agency reserve the right to audit the accounting for a period of four (4) years from the date National IPA receives the accounting. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by Principal Procurement Agency or National IPA at the location designated by Principal Procurement Agency or National IPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment, together with interest on such amount in accordance with paragraph 12, and shall be obligated to reimburse National IPA's costs and expenses for such audit.

12. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10<sup>th</sup> day of the following month. Such reports shall be accompanied by an administrative fee payment in the amount indicated on the report as being due. Administrative fee payments are to be paid by the Supplier to National IPA via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit E. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

13. National IPA or its designee may, in National IPA's sole discretion, compare Participating Public Agency records with monthly reports submitted by Supplier. If there is a discrepancy, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including paying any administrative fee due and owing. If the Supplier does not so resolve the discrepancy, National IPA shall have the right to engage a third party to conduct an independent audit of Supplier's monthly reports and Supplier shall be obligated to reimburse National IPA's costs and expenses for such audit. Should any audit reveal an underreporting of Contract Sales

and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment together with interest on such amount in accordance with paragraph 12.

#### GENERAL PROVISIONS

14. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding.

15. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

16. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

17. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company  
National IPA  
Attn: President  
725 Cool Springs Blvd  
Suite 100  
Franklin, TN 37067

B. Principal Procurement Agency

C. Supplier

18. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

19. This Agreement may not be effectively amended, changed, modified, or altered without the prior written consent of the parties hereto.

20. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

Authorized Signature, Supplier

NATIONAL INTERGOVERNMENTAL  
PURCHASING ALLIANCE COMPANY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBIT**  
**NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING**  
**AGREEMENT- EXHIBIT C**

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Intergovernmental Purchasing Alliance Company ("National IPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

**RECITALS**

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

**NOW, THEREFORE**, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.

8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

EXAMPLE

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBIT**  
**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE- EXHIBIT D**

**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of NAME OF PPA ("Principal Procurement Agency"), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company ("National IPA").

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this agreement.

Authorized Signature, Principal Procurement Agency

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBIT**  
**NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT-EXHIBIT F**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <http://www.usa.gov/Agencies/Local.shtml>

\*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

**CITIES, TOWNS, VILLAGES AND BOROUGHES INCLUDING BUT NOT LIMITED TO:**

ALPINE, UT	BRIAN HEAD, UT
ALTA, UT	BRIGHAM CITY CORPORATION, UT
ALTAMONT, UT	BRYCE CANYON CITY, UT
ALTON, UT	CANNONVILLE, UT
AMALGA, UT	CASTLE DALE, UT
AMERICAN FORK CITY, UT	CASTLE VALLEY, UT
ANNABELLA, UT	CEDAR FORT, UT
ANTIMONY, UT	CENTERFIELD, UT
APPLE VALLEY, UT	CENTERVILLE CITY CORPORATION, UT
AURORA, UT	CENTRAL VALLEY, UT
BAKER CITY GOLF COURSE, OR	CHARLESTON, UT
BALLARD, UT	CIRCLEVILLE, UT
BEAR RIVER CITY, UT	CITY AND COUNTY OF HONOLULU, HI
BEAVER, UT	CITY OF ADAIR VILLAGE, OR
BICKNELL, UT	CITY OF ASHLAND, OR
BIG WATER, UT	CITY OF AUMSVILLE, OR
BLANDING, UT	CITY OF AURORA, OR
BLUFFDALE, UT	CITY OF BAKER, OR
BOULDER, UT	CITY OF BATON ROUGE, LA

CITY OF BEAVERTON, OR  
CITY OF BEND, OR  
CITY OF BOARDMAN, OR  
CITY OF BOSSIER CITY, LA  
CITY OF BOUNTIFUL, UT  
CITY OF BURNS, OR  
CITY OF CANBY, OR  
CITY OF CANYONVILLE, OR  
CITY OF CEDAR CITY, UT  
CITY OF CEDAR HILLS, UT  
CITY OF CLATSKANIE, OR  
CITY OF COBURG, OR  
CITY OF CONDON, OR  
CITY OF COQUILLE, OR  
CITY OF CORVALLI, OR  
CITY OF CORVALLIS PARKS AND RECREATION  
DEPARTMENT, OR  
CITY OF COTTAGE GROVE, OR  
CITY OF EUGENE, OR  
CITY OF FOREST GROVE, OR  
CITY OF GRANT'S PASS, OR  
CITY OF GRESHAM, OR  
CITY OF HILLSBORO, OR  
CITY OF HURRICANE, UT  
CITY OF INDEPENDENCE, OR  
CITY OF KENNER, LA  
CITY OF LA GRANDE, OR  
CITY OF LAFAYETTE, LA  
CITY OF LAKE CHARLES, OR  
CITY OF LEBANON, OR  
CITY OF MCMINNVILLE, OR  
CITY OF MEDFORD, OR  
CITY OF METAIRIE, LA  
CITY OF MILL CITY, OR  
CITY OF MILWAUKIE, OR  
CITY OF MONROE, LA  
CITY OF MONTICELLO, UT  
CITY OF MOSIER, OR  
CITY OF NEW ORLEANS, LA  
CITY OF NORTH PLAINS, OR  
CITY OF OREGON CITY, OR  
CITY OF PILOT ROCK, OR  
CITY OF PORTLAND, OR  
CITY OF POWERS, OR  
CITY OF PRINEVILLE, OR  
CITY OF REDMOND, OR  
CITY OF RIDDLE, OR  
CITY OF ROSEBURG, OR  
CITY OF SALEM, OR  
CITY OF SANDY, OR  
CITY OF SCAPPOOSE, OR  
CITY OF SHADY COVE, OR  
CITY OF SHERWOOD, OR  
CITY OF SHREVEPORT, LA  
CITY OF SOUTH JORDAN, UT  
CITY OF SOUTH SALT LAKE, UT  
CITY OF SPRINGFIELD, OR  
CITY OF ST. GEORGE, UT  
CITY OF ST. HELENS, OR  
CITY OF ST. PAUL, OR

CITY OF SULPHUR, LA  
CITY OF TAYLORSVILLE, UT  
CITY OF TIGARD, OR  
CITY OF TROUTDALE, OR  
CITY OF TUALATIN, OR  
CITY OF WALKER, LA  
CITY OF WARRENTON, OR  
CITY OF WILSONVILLE, OR  
CITY OF WINSTON, OR  
CITY OF WOODBURN, OR  
CLARKSTON, UT  
CLAWSON, UT  
CLEARFIELD, UT  
CLEVELAND, UT  
CLINTON CITY CORPORATION, UT  
COALVILLE, UT  
CORINNE, UT  
CORNISH, UT  
CORPORATION OF THE CITY OF SALEM, UT  
COTTONWOOD HEIGHTS, UT  
DANIEL, UT  
DELTA, UT  
DEWEYVILLE, UT  
DRAPER CITY, UT  
DUCHESNE, UT  
EAGLE MOUNTAIN, UT  
EAST CARBON, UT  
ELK RIDGE, UT  
ELMO, UT  
EL SINORE, UT  
ELWOOD, UT  
EMERY, UT  
ENOCH, UT  
ENTERPRISE, UT  
EPHRAIM, UT  
ESCALANTE, UT  
EUREKA, UT  
FAIRFIELD, UT  
FAIRVIEW, UT  
FARMINGTON CITY CORP, UT  
FARR WEST, UT  
FAYETTE, UT  
FERRON, UT  
FIELDING, UT  
FILLMORE, UT  
FOUNTAIN GREEN, UT  
FRANCIS, UT  
FRUIT HEIGHTS, UT  
GARDEN CITY, UT  
GARLAND, UT  
GENOLA, UT  
GLENDALE, UT  
GLENWOOD, UT  
GOSHEN, UT  
GRANTSVILLE, UT  
GREEN RIVER, UT  
GUNNISON, UT  
HANKSVILLE, UT  
HARRISVILLE, UT  
HATCH, UT

HEBER CITY CORPORATION, UT  
HELPER, UT  
HENEFER, UT  
HENRIEVILLE, UT  
HERRIMAN, UT  
HIDEOUT, UT  
HIGHLAND, UT  
HILDALE, UT  
HINCKLEY, UT  
HOLDEN, UT  
HOLLADAY, UT  
HONEYVILLE, UT  
HOOPER, UT  
HOWELL, UT  
HUNTINGTON, UT  
HUNTSVILLE, UT  
HYDE PARK, UT  
HYRUM, UT  
INDEPENDENCE, UT  
IVINS, UT  
JOSEPH, UT  
JUNCTION, UT  
KAMAS, UT  
KANAB, UT  
KANARRAVILLE, UT  
KANOSH, UT  
KAYSVILLE, UT  
KINGSTON, UT  
KOOSHAREM, UT  
LA VERKIN, UT  
LAKETOWN, UT  
LAYTON, UT  
LEAGUE OF OREGON CITES  
LEAMINGTON, UT  
LEEDS, UT  
LEHI CITY CORPORATION, UT  
LEVAN, UT  
LEWISTON, UT  
LINDON, UT  
LOA, UT  
LOGAN CITY, UT  
LYMAN, UT  
LYNNDYL, UT  
MANILA, UT  
MANTI, UT  
MANTUA, UT  
MAPLETON, UT  
MARRIOTT-SLATERVILLE, UT  
MARYSVALE, UT  
MAYFIELD, UT  
MEADOW, UT  
MENDON, UT  
MIDVALE CITY INC., UT  
MIDWAY, UT  
MILFORD, UT  
MILLVILLE, UT  
MINERSVILLE, UT  
MOAB, UT  
MONA, UT  
MONROE, UT

MORGAN, UT  
MORONI, UT  
MOUNT PLEASANT, UT  
MURRAY CITY CORPORATION, UT  
MYTON, UT  
NAPLES, UT  
NEPHI, UT  
NEW HARMONY, UT  
NEWTON, UT  
NIBLEY, UT  
NORTH LOGAN, UT  
NORTH OGDEN, UT  
NORTH SALT LAKE CITY, UT  
OAK CITY, UT  
OAKLEY, UT  
OGDEN CITY CORPORATION, UT  
OPHIR, UT  
ORANGEVILLE, UT  
ORDERVILLE, UT  
OREM, UT  
PANGUITCH, UT  
PARADISE, UT  
PARAGONAH, UT  
PARK CITY MUNICIPAL CORPORATION, UT  
PAROWAN, UT  
PAYSON CITY CORPORATION, UT  
PERRY, UT  
PLAIN CITY, UT  
PLEASANT GROVE CITY, UT  
PLEASANT VIEW, UT  
PLYMOUTH, UT  
PORTAGE, UT  
PRICE, UT  
PROVIDENCE, UT  
PROVO, UT  
RANDOLPH, UT  
REDMOND, UT  
RICHFIELD, UT  
RICHMOND, UT  
RIVER HEIGHTS, UT  
RIVERDALE, UT  
RIVERTON CITY, UT  
ROCKVILLE, UT  
ROCKY RIDGE, UT  
ROOSEVELT CITY CORPORATION, UT  
ROY, UT  
RUSH VALLEY, UT  
SALINA, UT  
SALT LAKE CITY CORPORATION, UT  
SANDY, UT  
SANTA CLARA, UT  
SANTAQUIN, UT  
SARATOGA SPRINGS, UT  
SCIPIO, UT  
SCOFIELD, UT  
SIGURD, UT  
SMITHFIELD, UT  
SNOWVILLE, UT  
SOUTH OGDEN, UT  
SOUTH WEBER, UT

SPANISH FORK, UT  
SPRING CITY, UT  
SPRINGDALE, UT  
SPRINGVILLE, UT  
STERLING, UT  
STOCKTON, UT  
SUNNYSIDE, UT  
SUNSET CITY CORP, UT  
SYRACUSE, UT  
TABIONA, UT  
THE CITY OF HAPPY VALLEY OREGON  
TOOELE CITY CORPORATION, UT  
TOQUERVILLE, UT  
TORREY, UT  
TREMONTON CITY, UT  
TRENTON, UT  
TROPIC, UT  
UINTAH, UT  
VERNAL CITY, UT

VERNON, UT  
VINEYARD, UT  
VIRGIN, UT  
WALES, UT  
WALLSBURG, UT  
WASHINGTON CITY, UT  
WASHINGTON TERRACE, UT  
WELLINGTON, UT  
WELLSVILLE, UT  
WENDOVER, UT  
WEST BOUNTIFUL, UT  
WEST HAVEN, UT  
WEST JORDAN, UT  
WEST POINT, UT  
WEST VALLEY CITY, UT  
WILLARD, UT  
WOODLAND HILLS, UT  
WOODRUFF, UT  
WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:**

ASCENSION PARISH, LA  
ASCENSION PARISH, LA, CLEAR OF COURT  
ASSOCIATION OF OREGON COUNTIES  
BAKER COUNTY, OR  
BENTON COUNTY, OR  
BOARD OF WATER SUPPLY, OR  
CADDO PARISH, LA  
CALCASIEU PARISH SHERIFF'S OFFICE, LA  
CALCASIEU PARISH, LA  
CITY AND COUNTY OF HONOLULU, HI  
CLACKAMAS COUNTY DEPT OF TRANS, OR  
CLACKAMAS COUNTY, OR  
CLATSOP COUNTY, OR  
COLUMBIA COUNTY, OR  
COOS COUNTY HIGHWAY DEPARTMENT, OR  
COOS COUNTY, OR  
COUNTY OF BEVER, UT  
COUNTY OF BOX ELDER, UT  
COUNTY OF CACHE, UT  
COUNTY OF CARBON, UT  
COUNTY OF DAGGETT, UT  
COUNTY OF DAVIS, UT  
COUNTY OF DUCHESNE, UT  
COUNTY OF EMERY, UT  
COUNTY OF GARFIELD, UT  
COUNTY OF GRAND, UT  
COUNTY OF HAWAII, OR  
COUNTY OF IRON, UT  
COUNTY OF JUAB, UT  
COUNTY OF KANE, UT  
COUNTY OF MILLARD, UT  
COUNTY OF MORGAN, UT  
COUNTY OF PIUTE, UT  
COUNTY OF RICH, UT  
COUNTY OF SALT LAKE, UT  
COUNTY OF SAN JUAN, UT  
COUNTY OF SANPETE, UT  
COUNTY OF SEVIER, UT

COUNTY OF SUMMIT, UT  
COUNTY OF TOOELE, UT  
COUNTY OF UINTAH, UT  
COUNTY OF UTAH, UT  
COUNTY OF WASATCH, UT  
COUNTY OF WASHINGTON, UT  
COUNTY OF WAYNE, UT  
COUNTY OF WEBER, UT  
CROOK COUNTY ROAD DEPARTMENT, OR  
CROOK COUNTY, OR  
CURRY COUNTY, OR  
DESCHUTES COUNTY, OR  
DOUGLAS COUNTY, OR  
EAST BATON ROUGE PARISH, LA  
GILLIAM COUNTY, OR  
GRANT COUNTY, OR  
HARNEY COUNTY SHERIFFS OFFICE, OR  
HARNEY COUNTY, OR  
HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR  
KAUAI COUNTY, HI  
KLAMATH COUNTY, OR  
LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
LAFAYETTE PARISH CONV & VISITORS COM  
LAFAYETTE PARISH, LA  
LAFOURCHE PARISH HEALTH UNIT - DHH-OPH  
REG 3  
LAFOURCHE PARISH, LA  
LAKE COUNTY, OR  
LANE COUNTY, OR  
LINCOLN COUNTY, OR  
LINN COUNTY, OR  
LIVINGSTON PARISH, LA  
MALHEUR COUNTY, OR

MARION COUNTY, SALEM, OR  
MAUI COUNTY, HI  
MORROW COUNTY, OR  
MULTNOMAH COUNTY BUSINESS & COMMUNITY  
SRVCS, OR  
MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
MULTNOMAH COUNTY, OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK COUNTY, OR  
RAPIDES PARISH, LA  
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA  
SAINT CHARLES PARISH, LA  
SAINT LANDRY PARISH, LA

SAINT TAMMANY PARISH, LA  
SHERMAN COUNTY, OR  
TERREBONNE PARISH, LA  
TILLAMOOK COUNTY GENERAL HOSPITAL, OR  
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
TILLAMOOK COUNTY, OR  
UMATILLA COUNTY, OR  
UNION COUNTY, OR  
WALLOWA COUNTY, OR  
WASCO COUNTY, OR  
WASHINGTON COUNTY, OR  
WEST BATON ROUGE PARISH, LA  
WHEELER COUNTY, OR  
YAMHILL COUNTY, OR

**OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS,  
PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND  
UTILITIES INCLUDING BUT NOT LIMITED TO:**

BATON ROUGE WATER COMPANY  
BEND METRO PARK AND RECREATION DISTRICT  
BIENVILLE PARISH FIRE PROTECTION DIST 6, LA  
BOARDMAN PARK AND RECREATION DISTRICT  
CARBON COUNTY REC/TRANS SPECIAL SVC DIST,  
UT  
CENTRAL CITY ECONOMIC OPP CORP, LA  
CENTRAL OREGON INTERGOV COUNCIL  
CENTRAL UTAH WATER CONSERVANCY DIST, UT  
CENTRAL VALLEY WATER RECLAMATION  
FACILITY, UT  
CHEHALEM PARK AND RECREATION DISTRICT  
CLACKAMAS RIVER WATER  
CLATSKANIE PEOPLE'S UTILITY DISTRICT  
CLEAN WATER SERVICES  
CONFEDERATED TRIBES OF THE UMATILLA  
INDIAN RESERVATION  
COOS FOREST PROTECTIVE ASSOCIATION  
DAVID CROCKETT STEAM FIRE COMPANY #1, LA  
EUGENE WATER AND ELECTRIC BOARD  
HOODLAND FIRE DISTRICT #74  
HOUSING AUTHORITY OF PORTLAND  
ILLINOIS VALLEY FIRE DISTRICT  
JOHN DAY CANYON CITY PARKS AND  
RECREATION DISTRICT  
JORDAN VALLEY WATER CONSERVANCY  
DISTRICT, UT  
LAFAYETTE AIRPORT COMMISSION, LA  
LANE FIRE AUTHORITY, OR  
LONE PEAK FIRE DISTRICT, UT  
LOUISIANA PUBLIC SERVICE COMMISSION, LA  
LOUISIANA WATER WORKS

MEDFORD WATER COMMISSION  
MELHEUR COUNTY JAIL, OR  
METRO REGIONAL GOVERNMENT  
METRO REGIONAL PARKS  
METRO EXPOSITION RECREATION COMMISSION  
METROPOLITAN SERVICE DISTRICT (METRO)  
MULTNOMAH EDUCATION SERVICE DISTRICT  
NORTH DAVIS FIRE DISTRICT, UT  
OREGON COAST COMMUNITY ACTION  
OREGON HOUSING AND COMMUNITY SERVICES  
OREGON LEGISLATIVE ADMINISTRATION  
PORTLAND DEVELOPMENT COMMISSION, OR  
PROVO RIVER WATER USERS ASSOCIATION, UT  
SAINT LANDRY PARISH TOURIST COMMISSION  
SAINT TAMMANY FIRE DISTRICT 4, LA  
SALEM MASS TRANSIT DISTRICT  
SALT LAKE CITY AIRPORT, UT  
SEWERAGE AND WATER BOARD OF NEW  
ORLEANS, LA  
SOUTH VALLEY SEWER DISTRICT, UT  
SOUTHEASTERN LOUISIANAN UNIVERSITY  
TRI-COUNTY METROPOLITAN TRANSPORTATION  
DISTRICT OF OREGON  
TUALATIN HILLS PARK & RECREATION DISTRICT  
TUALATIN VALLEY FIRE & RESCUE  
UNIFIED FIRE AUTHORITY, UT  
UNITAH RECREATION DISTRICT, UT  
UTAH HOUSING CORPORATION, UT  
UTAH TRANSIT AUTHORITY, UT  
WILLAMALANE PARK AND RECREATION  
DISTRICT  
WILLAMETTE HUMANE SOCIETY

**K-12 INCLUDING BUT NOT LIMITED TO:**

ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT  
ACADIA PARISH SCHOOL BOARD  
ALIANZA ACADEMY , UT  
ALPINE DISTRICT , UT  
AMERICAN LEADERSHIP ACADEMY, UT  
AMERICAN PREPARATORY ACADEMY, UT  
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT  
BEAR RIVER CHARTER SCHOOL, UT  
BEAVER SCHOOL DISTRICT, UT  
BEAVERTON SCHOOL DISTRICT  
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA), UT  
BEND-LA PINE SCHOOL DISTRICT  
BOSSIER PARISH SCHOOL BOARD  
BOX ELDER SCHOOL DISTRICT, UT  
BROOKING HARBOR SCHOOL DISTRICT NO.17-C  
CACHE COUNTY SCHOOL DISTRICT, UT  
CADDO PARISH SCHOOL DISTRICT  
CALCASIEU PARISH SCHOOL DISTRICT  
CANBY SCHOOL DISTRICT  
CANYON RIM ACADEMY, UT  
CANYONS DISTRICT, UT  
CANYONVILLE CHRISTIAN ACADEMY  
CARBON SCHOOL DISTRICT, UT  
CASCADES ACADEMY OF CENTRAL OREGON  
CBA CENTER, UT  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
CHANNING HALL, UT  
CHARTER SCHOOL LEWIS ACADEMY, UT  
CITY ACADEMY, UT  
COOS BAY SCHOOL DISTRICT NO.9  
CORVALLIS SCHOOL DISTRICT 509J  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT  
DAGGETT SCHOOL DISTRICT, UT  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAVINCI ACADEMY, UT  
DAVIS DISTRICT, UT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
DUAL IMMERSION ACADEMY, UT  
DUCHESNE SCHOOL DISTRICT, UT  
DUFUR SCHOOL DISTRICT NO.29  
EARLY LIGHT ACADEMY AT DAYBREAK, UT  
EAST BATON ROUGE PARISH SCHOOL DISTRICT  
EAST HOLLYWOOD HIGH, UT  
EDITH BOWEN LABORATORY SCHOOL, UT  
EMERSON ALCOTT ACADEMY, UT  
EMERY SCHOOL DISTRICT, UT  
ENTHEOS ACADEMY, UT  
ESTACADA SCHOOL DISTRICT NO.10B  
EXCELSIOR ACADEMY, UT  
FAST FORWARD HIGH, UT  
FOREST GROVE SCHOOL DISTRICT  
FREEDOM ACADEMY, UT  
GARFIELD SCHOOL DISTRICT, UT  
GATEWAY PREPARATORY ACADEMY, UT  
GEORGE MIDDLE SCHOOL  
GEORGE WASHINGTON ACADEMY, UT  
GLADSTONE SCHOOL DISTRICT  
GOOD FOUNDATION ACADEMY, UT  
GRAND SCHOOL DISTRICT, UT  
GRANITE DISTRICT, UT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
GUADALUPE SCHOOL, UT  
HAWTHORN ACADEMY, UT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HILLSBORO SCHOOL DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
INTECH COLLEGIATE HIGH SCHOOL, UT  
IRON SCHOOL DISTRICT, UT  
ITINERIS EARLY COLLEGE HIGH, UT  
JACKSON CO SCHOOL DIST NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON PARISH SCHOOL DISTRICT  
JEFFERSON SCHOOL DISTRICT  
JOHN HANCOCK CHARTER SCHOOL, UT  
JORDAN DISTRICT, UT  
JUAB SCHOOL DISTRICT, UT  
KANE SCHOOL DISTRICT, UT  
KARL G MAESER PREPARATORY ACADEMY, UT  
KLAMATH FALLS CITY SCHOOLS  
LAFAYETTE PARISH SCHOOL DISTRICT  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LAKEVIEW ACADEMY, UT  
LANE COUNTY SCHOOL DISTRICT 4J  
LEGACY PREPARATORY ACADEMY, UT  
LIBERTY ACADEMY, UT  
LINCOLN ACADEMY, UT  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN CO. SCHOOL DIST. 95C  
LIVINGSTON PARISH SCHOOL DISTRICT  
LOGAN SCHOOL DISTRICT, UT  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
MARGARET SCOTT ELEMENTARY SCHOOL, OR  
MARIA MONTESSORI ACADEMY, UT  
MARION COUNTY SCHOOL DISTRICT  
MARION COUNTY SCHOOL DISTRICT 103  
MCMINNVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MERIT COLLEGE PREPARATORY ACADEMY, UT  
MILLARD SCHOOL DISTRICT, UT  
MITCH CHARTER SCHOOL  
MOAB CHARTER SCHOOL, UT  
MONROE SCHOOL DISTRICT NO.1J  
MONTICELLO ACADEMY, UT

MORGAN SCHOOL DISTRICT, UT  
MOUNTAINVILLE ACADEMY, UT  
MUL TNOMAH EDUCATION SERVICE DISTRICT  
MULTISENSORY LEARNING ACADEMY  
MURRAY SCHOOL DISTRICT, UT  
MYRTLE PINT SCHOOL DISTRICT 41  
NAVIGATOR POINTE ACADEMY, UT  
NEAH-KAH-NIE DISTRICT NO.56  
NEBO SCHOOL DISTRICT, UT  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NO UT ACAD FOR MATH ENGINEERING & SCIENCE  
(NUAMES), UT  
NOAH WEBSTER ACADEMY, UT  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH DAVIS PREPARATORY ACADEMY, UT  
NORTH DOUGLAS SCHOOL DISTRICT  
NORTH SANPETE SCHOOL DISTRICT, UT  
NORTH STAR ACADEMY, UT  
NORTH SUMMIT SCHOOL DISTRICT, UT  
NORTH WASCO CITY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL EDUCATION SERVICE  
DISTRICT  
ODYSSEY CHARTER SCHOOL, UT  
OGDEN PREPARATORY ACADEMY, UT  
OGDEN SCHOOL DISTRICT, UT  
ONTARIO MIDDLE SCHOOL  
OPEN CLASSROOM, UT  
OPEN HIGH SCHOOL OF UTAH, UT  
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT  
OREGON TRAIL SCHOOL DISTRICT NOA6  
ORLEANS PARISH SCHOOL DISTRICT  
PARADIGM HIGH SCHOOL, UT  
PARK CITY SCHOOL DISTRICT, UT  
PHOENIX-TALENT SCHOOL DISTRICT NOA  
PINNACLE CANYON ACADEMY, UT  
PIUTE SCHOOL DISTRICT, UT  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
PROVIDENCE HALL, UT  
PROVO SCHOOL DISTRICT, UT  
QUAIL RUN PRIMARY SCHOOL, UT  
QUEST ACADEMY, UT  
RANCHES ACADEMY, UT  
RAPIDES PARISH SCHOOL DISTRICT  
REAGAN ACADEMY, UT  
REDMOND SCHOOL DISTRICT  
RENAISSANCE ACADEMY, UT  
REYNOLDS SCHOOL DISTRICT  
RICH SCHOOL DISTRICT, UT  
ROCKWELL CHARTER HIGH SCHOOL, UT  
ROGUE RIVER SCHOOL DISTRICT NO.35  
ROSEBURG PUBLIC SCHOOLS  
SALT LAKE ARTS ACADEMY, UT  
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT  
SALT LAKE SCHOOL DISTRICT, UT  
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT  
SAN JUAN SCHOOL DISTRICT, UT  
SCAPPOOSE SCHOOL DISTRICT 1J

SEASIDE SCHOOL DISTRICT 10  
SEVIER SCHOOL DISTRICT, UT  
SHERWOOD SCHOOL DISTRICT 88J  
SILVER FALLS SCHOOL DISTRICT 4J  
SOLDIER HOLLOW CHARTER SCHOOL, UT  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTH SANPETE SCHOOL DISTRICT, UT  
SOUTH SUMMIT SCHOOL DISTRICT, UT  
SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
SPECTRUM ACADEMY, UT  
SPRINGFIELD SCHOOL DISTRICT NO.19  
SUCCESS ACADEMY, UT  
SUCCESS SCHOOL, UT  
SUMMIT ACADEMY, UT  
SUMMIT ACADEMY HIGH SCHOOL, UT  
SWEET HOME SCHOOL DISTRICT NO.55  
SYRACUSE ARTS ACADEMY, UT  
TERREBONNE PARISH SCHOOL DISTRICT  
THE CATLIN GABEL SCHOOL  
THOMAS EDISON - NORTH, UT  
TIGARD-TUALATIN SCHOOL DISTRICT  
TIMPANOGOS ACADEMY, UT  
TINTIC SCHOOL DISTRICT, UT  
TOOELE SCHOOL DISTRICT, UT  
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS,  
UT  
UINTAH RIVER HIGH, UT  
UINTAH SCHOOL DISTRICT, UT  
UMATILLA MORROW ESD  
UTAH CONNECTIONS ACADEMY, UT  
UTAH COUNTY ACADEMY OF SCIENCE, UT  
UTAH ELECTRONIC HIGH SCHOOL, UT  
UTAH SCHOOLS FOR DEAF & BLIND, UT  
UTAH STATE OFFICE OF EDUCATION, UT  
UTAH VIRTUAL ACADEMY, UT  
VENTURE ACADEMY, UT  
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS  
AND TECHNOLOGY, UT  
WALDEN SCHOOL OF LIBERAL ARTS, UT  
WASATCH PEAK ACADEMY, UT  
WASATCH SCHOOL DISTRICT, UT  
WASHINGTON COUNTY SCHOOL DISTRICT, UT  
WAYNE SCHOOL DISTRICT, UT  
WEBER SCHOOL DISTRICT, UT  
WEILENMANN SCHOOL OF DISCOVERY, UT  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
WILLAMETTE EDUCATION SERVICE DISTRICT  
WOODBURN SCHOOL DISTRICT  
WOODLAND ELEMENTARY SCHOOL, OR  
YONCALLA SCHOOL DISTRICT NO.32

## HIGHER EDUCATION

ARGOSY UNIVERSITY  
BATON ROUGE COMMUNITY COLLEGE, LA  
BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
BRIGHAM YOUNG UNIVERSITY - HAWAII  
CENTENARY COLLEGE OF LOUISIANA  
CENTRAL OREGON COMMUNITY COLLEGE  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLLEGE OF EASTERN UTAH, UT  
COLLEGE OF THE MARSHALL ISLANDS  
COLUMBIA GORGE COMMUNITY COLLEGE  
CONCORDIA UNIVERSITY  
DEVRY UNIVERSITY - PORTLAND  
DIXIE STATE COLLEGE, UT  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
LOUISIANA COLLEGE, LA  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PIONEER PACIFIC COLLEGE  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
PROSPECTIVE STUDENT INFORMATION, UT  
REED COLLEGE  
RESEARCH CORP OF THE UNIVERSITY OF HAWAII  
ROGUE COMMUNITY COLLEGE  
SALT LAKE COMMUNITY COLLEGE, UT  
SNOW COLLEGE, UT  
SOUTHEASTERN LOUISIANA UNIVERSITY  
SOUTHERN OREGON UNIV (OREGON UNIV SYS)  
SOUTHERN UTAH UNIVERSITY, UT  
SOUTHWESTERN OREGON COMM COLLEGE  
TILLAMOOK BAY COMMUNITY COLLEGE  
TULANE UNIVERSITY  
UMPQUA COMMUNITY COLLEGE  
UNIVERSITY OF HAWAII BOARD OF REGENTS  
UNIVERSITY OF HAWAII-HONOLULU COMM COLLEGE  
UNIVERSITY OF NEW ORLEANS  
UNIVERSITY OF OREGON  
UNIVERSITY OF OREGON-GRADUATE SCHOOL  
UNIVERSITY OF PORTLAND  
UNIVERSITY OF UTAH, UT  
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

UTAH STATE UNIVERSITY, UT  
UTAH SYSTEM OF HIGHER EDUCATION (USHE)  
UTAH VALLEY UNIVERSITY, UT  
WEBER STATE UNIVERSITY, UT  
WESTERN OREGON UNIVERSITY  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
XAVIER UNIVERSITY

STATE AGENCIES

ADMINISTRATIVE SERVICES OFFICE  
BOARD OF MEDICAL EXAMINERS  
HAWAII CHILD SUPPORT ENFORCEMENT AGY  
HAWAII DEPARTMENT OF TRANSPORTATION  
HAWAII HEALTH SYSTEMS CORPORATION  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPT OF TRANSPORTATION  
OREGON DEPT. OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION CENTER  
SEIU LOCAL 503, OPEU  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPT OF DEFENSE, STATE OF HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPT. OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPT. OF EDUCATION  
STATE OF LOUISIANA, 26<sup>TH</sup> JUDICIAL DIST ATTY  
STATE OF UTAH



**ADDENDUM TO THE REQUEST FOR PROPOSALS  
RFP 14-0121, MOTOR FUELS AND AVIATION FUELS**

**CITY OF FORT WORTH  
PURCHASING DIVISION**

**ADDENDUM NO. 1**

**DATE ISSUED: June 24, 2014**

**REQUEST FOR PROPOSAL NUMBER: 14-0121**

**ORIGINAL PROPOSAL SUBMISSION DATE: July 10, 2014 (unchanged)**

Addendum No. 1, dated June 24, 2014 is hereby amended to incorporate in full text the following provisions:

1. Questions and Answers document received through e-mails is hereby incorporated, in full text, page 2.

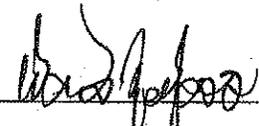
All other terms and conditions remain the same.

**JACK DALE**

**PURCHASING MANAGER**

.....

COMPANY NAME: Mansfield Oil Company of Gainesville, Inc.

SIGNATURE: 

**NOTE: Company name and signature must be the same as on the bid documents.**

Questions and Answers (Q&A) for City of Fort Worth  
RFP No. 14-0121  
MOTOR FUELS AND AVIATION FUELS

- Q1. Who is the current contractor for the Fiscal Year 2009 Motor Fuels Contract?**
- A1. Martin Eagle Oil Company and Truman Arnold possess the current contract for Motor Fuels.
- Q2. If the City anticipates awarding to a Primary and Secondary Supplier, will the secondary supplier be guaranteed ratable volumes or only ordered from in the event the primary is unable to fulfill?**
- A2. Normally the secondary receives only the orders in the event the primary is unable to fulfill, or the primary can no longer hold its contracted obligations.
- Q3. Will the contractor have the option to accept or reject the use of other governmental agencies throughout the 48 states? Will contingencies be considered in offer evaluations?**
- A3. Suppliers should indicate in their response any qualifications, limitations or contingencies to servicing agencies throughout the 48 contiguous states.
- Q4. The list of National Intergovernmental Purchasing Alliance Agencies on pages 60-68, Exhibit F, which agency actually participates/purchases from the Alliance/City Agreement?**
- A4. The list is not a comprehensive list of agencies registered with the National IPA. The agencies are listed simply to fulfill the solicitation advertising requirements of the states they are located in. Listing the agencies in the solicitation fulfills the statutory advertising requirements that must be met in order for the agencies to be considered for the contract award.
- Q5. Some of the agencies listed in the National Intergovernmental Alliance list may procure their fuel products direct and individually not using the City of Fort Worth agreement. Could the City provide an estimate total annual volume usage amongst the entire Alliance?**
- A5. The list is not a comprehensive list of agencies registered with the National IPA. The agencies are listed simply to fulfill the solicitation advertising requirements of the states they are located in. Listing the agencies in the solicitation fulfills the statutory advertising requirements that must be met in order for the agencies to be considered for the contract award. As stated in the RFP, page 2, Section 1- General Provisions, 1.0 General Information, 1.4: The annual purchases among all Participating Agencies, including the City, are estimated to be 50 million gallons.
- Q6. Are suppliers required to bid on all line items and delivery types to be considered for an award?**
- A6. Yes, however, the City of Fort Worth reserves the right to remove a product, if the product isn't required for the area to be delivered. Suppliers should indicate the products and delivery types they are able to provide.

- Q7. Are suppliers required to bid on all line items and delivery types to be considered for an award?**
- A7. Yes, either owned delivery trucks, or common carrier trucks are acceptable.
- Q8. Does the City require the biodiesel to meet the latest American Society for Testing and Materials (ASTM) standards despite the feedstock or does the City have base stock preferences?**
- A8. Yes, it is required to provide the base feed stock (Soy-Methyl-Ester) to meet the City of Fort Worth's required needs and specifications.
- Q9. If the supplier doesn't have a fueling facility within the 40 mile radius, would access to a refiners loading terminal within range suffice? If yes, would the City consider changing minimum gallons to 500 as those would be refiner minimums for pumping purposes?**
- A9. Yes, as long as the City of Fort Worth bobtails have the ability to pull from the awarded vendors facility or terminal within the 40 mile radius in case of emergency.
- Q10. Can the City of Fort Worth do better than 30 days for payment terms, i.e. Net 10 or Net 15?**
- A10. Vendors may propose alternate payment terms.
- Q11. Do vendors receive a discount for prompt payment of invoices?**
- A11. No, because no discount was offered.
- Q12. What is the tentative start date of the contract?**
- A12. The tentative start date will be November 2014
- Q13. Are contract extensions mutually agreed upon?**
- A13. Yes, both parties agree or the agreement is canceled within 60 days, so another agreement can be put out for bid.
- Q14. How many addendums have been released for this proposal?**
- A14. There have been no addendums released for this proposal, prior to this addendum.
- Q15. How much of each product requested, did the City order last year?**
- A15. Unleaded: 1,864,474 gallons; Diesel/Biodiesel: 1,105,648 gallons; Jet-A: 50,000 gallons
- Q16. What are the typical load sizes per product?**
- A16. 75,000 gallons for Diesel and Jet-A gas, and 85,000 gallons for Unleaded gas.

- Q17** What percentage of the City contract is short or tank wagon loads?
- A17 The are no percentages at this time.
- Q18** What is the tentative award date?
- A18 The tentative award date is November 2014.
- Q19** Will a vendor selection be made before or after the City Council meeting?
- A19 The evaluation panel will make a recommendation to the Fort Worth City Council, for consideration at the City Council meeting.
- Q20** Will a firm fixed price bc considered?
- A20 Vendors may propose prices as they see fit.
- Q21** If a vendor were to insert any conditions into their alternate firm fixed price proposal, would the vendor be taken into consideration or rejected?
- A21 Vendors may propose all terms by which they prefer to do business in their proposals. All terms submitted in proposals will be evaluated as part of the evaluation process, which shall begin following the proposal submittal deadline. No terms and conditions will be evaluated at this time.
- Q22** Will the bid award be split by product or awarded all to one bidder?
- A22 The City reserves the right to award a single contract or multiple contracts. The City will evaluate responses to determine what is most advantageous to the City.
- Q23** Will the bid award be split by tank wagon and transport?
- A23 No, it will be split by petroleum product.
- Q24** Is there a public proposal opening? If yes, what information will be read out loud?
- A24 There will be a public proposal acknowledgement, during which only the names of the firms that submitted proposals will be read aloud.
- Q25** Can deliveries be split between locations?
- A25 Deliveries can only be split by City owned locations (i.e. service center to service center) only.
- Q26** How many consecutive years has the current vendor been awarded?
- A26 The current vendor has been awarded the current award, for the last five years.

- Q27 Will a metered bill of loading be acceptable in place of the metered truck requirements?**
- A27 Only transport deliveries, including tank stick readings, will be required for both transports and bobtail metered trucks before and after to verify the product deliveries.
- Q28 If a vendor does not attend the proposal opening, how and when will the vendor be notified of the low bidder? Can the vendor receive a copy of the proposal tabulations?**
- A28 The solicitations is an RFP, not an ITB, therefore proposals will be evaluated on the factors listed in the RFP, in addition to price. A low bidder will not be notified and a tabulation of proposals will not be made available until after a contract has been awarded.
- Q29 Are vendors able to calculate freight for the City portion of the proposal?**
- A29 Yes, if freight is to be charged, it must be a separate line item.
- Q30 Does the .0100 Administration Fee apply to bidding for the City?**
- A30 Yes, the Administration Fee does apply.
- Q31 Can a vendor just bid on the City portion of the proposal? If yes, how would we fill in the Rack Market Differential Pricing spreadsheet to show this?**
- A31 No, the vendor must be able to at least support the DFW Metropolitan area to be considered.
- Q32 Page 31, section 5.0, states that vendors must supply a loading facility of the City's vehicles to pick up fuel within 40 miles of Fort Worth. Can the City's trucks load at a bottom loading facility, or do they need to be top loading? Does it matter who owns the terminal/bulk plant, or does the City just need access to lift?**
- A32 Yes, as long as the City of Fort Worth bobtails have the ability to pull from the awarded vendors facility or terminal within the 40 mile radius in case of emergency.
- Q33 Page 24, section 5.3, specifies that the supplier's delivery trucks must be equipped with calibrated meters. Does this apply to Tankwagon trucks only, or does it apply to transport (7500 gallons +) delivery trucks?**
- A33 It applies to only Tankwagon trucks. However, stick readings will be required for both transports and bobtail-metered trucks before and after to verify the product deliveries.
- Q34 Page 39, section 11.00, please verify this statement, "...no tender of a bill of lading will operate as a tender automatic approval."?**
- A34 It means that the provider will have to provide the e-mail request and BuySpeed requisition as proof of purchase request.

- Q35 For the National IPA portion, can a vendor put "TBD" for the guaranteed minimum gallons over the first three years of the contract?**
- A35 The guaranteed minimum gallons are not required. Offerors should respond with their proposed guarantee (which may be "To Be Determined") and it will be evaluated in whole within the Offeror's response.
- Q36 Should the \$0.01 per gallon fee to National IPA be accessed on loads delivered to the City of Fort Worth?**
- A36 Yes, the \$0.01 per gallon fee should be accessed on loads delivered.
- Q37 Should the \$0.01 per gallon fee to National IPA be shown as a separate line item on invoices to purchasing agencies?**
- A37 No, the \$0.01 per gallon should not be shown on a separate line item on invoices.
- Q38 Should the \$0.01 per gallon fee to National IPA be included in the differential provided by each supplier to participating agencies?**
- A38 Any and all proposed differentials should be inclusive as it relates to the administrative fee. In no case should the administrative fee be a line item on an invoice. Offerors are encouraged to consider the value of a contract solicited and awarded by the City of Ft. Worth that can be piggybacked by other agencies nationwide without the need for the agency to do their own solicitation. Awarded offerors save considerable resources by not having to allocate those resources to responding to solicitations.
- Q39 Do bidders need to register with National IPA prior to submitting a bid?**
- A39 No, bidders do not need to register with the National IPA prior to submitting a bid.
- Q40 Can a bidder exclude purchasing cards as a form of payment?**
- A40 Offerors should indicate in their response if they propose to include or exclude purchasing cards.
- Q41 Can bidders submit an additional fee for orders paid for by a purchasing card?**
- A41 Offerors should indicate in their response any proposed fees for accepting a purchasing card. Any proposed fees must be in line with credit card operating regulations and state laws where they are accepted.

- Q42** Should the Petroleum Activity Tax (PAT) which is effective 7/1/2014 be a line item on invoices to locations in OH?
- A42 The successful offeror will work with agencies in Ohio to determine how they want their invoices submitted. Offeror should include invoicing options available in their response.
- Q43** Should the Federal Environmental Recovery Fee (\$0.0019 for ULSD/\$0.0017 for E-10 gas) be shown as a line item on invoices?
- A43 Yes, all taxes should be separate line items to easily identify cost.
- Q44** Should the Federal LUST Fee (\$.0010 for all products) be shown as a line item on invoices?
- A44 Yes, all taxes should be separate line items to easily identify cost.
- Q45** Are any State taxes or inspection/environmental fees that agencies might be liable for to be shown as separate items on supplier's invoices?
- A45 The successful offeror will work with agencies nationwide to determine how they want their invoices submitted. Offeror should include invoicing options available in their response.
- Q46** Should the differentials for the City of Fort Worth be listed on the "Rack Market Differential Pricing Sheet" on the TX tab under Dallas/Fort Worth?
- A46 No, under tab: Dallas Metro.
- Q47** Is there a separate pricing page for differentials to the City of Fort Worth?
- A47 City of Fort Worth is under tab: Dallas Metro.
- Q48** Is the City of Fort Worth awarded separately from the lowest responsive bidder on the Dallas/Fort Worth sections of the Rack Market Differential Pricing excel?
- A48 The needs of the City of Ft. Worth are the priority. Based on the City of Ft. Worth's award, National IPA and the awarded supplier will market the awarded contract to other agencies.
- Q49** Should all the differentials for each rack market be based off the Fort Worth OPIS published price?
- A49 No, offerors are required to propose differentials for each rack market they are capable of servicing.

- Q50** Should all differentials for each rack market be based off of the closest terminal in OPIS to the location?
- A50 Yes, if offeror has a different approach, the approach should be discussed in detail in the response.
- Q51** Based on the statements regarding pricing on pg. 24 item 5.4 & Pg. 22 item 3.1, should the benchmark index be off the OPIS contract Average, or the contract Low posting?
- A51 Because of allocation issues in the DFW area, the City of Fort Worth is requiring the Daily OPIS Net contract Rack Average to meet the volume requirements without disruption due to shortages and implementations of allocations.
- Q52** If a bidder indicates they are unable to service states on page seven (7), do you still require "no bid" to be entered into each cell on the 'Rack Market Differential Pricing' excel?
- A52 Yes, we still do require "no bid".
- Q53** What local area petroleum terminals are the City of Fort Worth's tankers currently cleared for loading at?
- A53 The local terminals are located in Aledo and Euless, Texas.
- Q54** Are any and all extensions to be mutually agreed upon or solely at the discretion of the City of Fort Worth?
- A54 Both parties have to agree to execute an option year.



**ADDENDUM TO THE REQUEST FOR PROPOSALS  
RFP 14-0121, MOTOR FUELS AND AVIATION FUELS**

**CITY OF FORT WORTH  
PURCHASING DIVISION**

**ADDENDUM NO. 2**

**DATE ISSUED: July 9, 2014**

**REQUEST FOR PROPOSAL NUMBER: 14-0121**

**ORIGINAL PROPOSAL SUBMISSION DATE: July 10, 2014 (changed)**

**REVISED BID SUBMISSION DATE: July 24, 2014**

Addendum No. 2, dated July 9, 2014 is hereby amended to incorporate in full text the following provisions:

1. Questions and Answers document received through e-mails is hereby incorporated, in full text, page 2.
2. An updated Attachment B -- Rack Market Differential Pricing Spreadsheet has been posted to add B10 Biodiesel to each worksheet.
3. Bid Closing Date is changed to: Thursday, July 24, 2014 at 1:30PM Local Time.

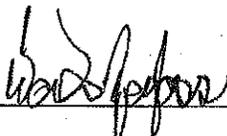
All other terms and conditions remain the same.

**JACK DALE**

**PURCHASING MANAGER**

.....

COMPANY NAME: Mansfield Oil Company of Gainesville, Inc.

SIGNATURE: 

**NOTE: Company name and signature must be the same as on the bid documents.**

Questions and Answers (Q&A) for City of Fort Worth  
RFP No. 14-0121  
**MOTOR FUELS AND AVIATION FUELS**

- Q1. Who is the current contractor for the Fiscal Year 2009 Motor Fuels Contract?**
- A1. Martin Eagle Oil Company and Truman Arnold possess the current contract for Motor Fuels.
- Q2. If the City anticipates awarding to a Primary and Secondary Supplier, will the secondary supplier be guaranteed ratable volumes or only ordered from in the event the primary is unable to fulfill?**
- A2. The City reserves the right to award a single contract or multiple contracts. The City will evaluate responses to determine what is most advantageous to the City. If multiple awards are made, splits will likely be by petroleum product for the City. Nationally, multiple awards may be made based on the factors stated in the RFP and regions the offers are capable of servicing.
- Q3. Will the contractor have the option to accept or reject the use of other governmental agencies throughout the 48 states? Will contingencies be considered in offer evaluations?**
- A3. Suppliers should indicate in their response any qualifications, limitations or contingencies to servicing agencies throughout the 48 contiguous states.
- Q4. The list of National Intergovernmental Purchasing Alliance Agencies on pages 60-68, Exhibit F, which agency actually participates/purchases from the Alliance/City Agreement?**
- A4. The list is not a comprehensive list of agencies registered with the National IPA. The agencies are listed simply to fulfill the solicitation advertising requirements of the states they are located in. Listing the agencies in the solicitation fulfills the statutory advertising requirements that must be met in order for the agencies to be considered for the contract award.
- Q5. Some of the agencies listed in the National Intergovernmental Alliance list may procure their fuel products direct and individually not using the City of Fort Worth agreement. Could the City provide an estimate total annual volume usage amongst the entire Alliance?**
- A5. The list is not a comprehensive list of agencies registered with the National IPA. The agencies are listed simply to fulfill the solicitation advertising requirements of the states they are located in. Listing the agencies in the solicitation fulfills the statutory advertising requirements that must be met in order for the agencies to be considered for the contract award. As stated in the RFP, page 2, Section 1- General Provisions, 1.0 General Information, 1.4: The annual purchases among all Participating Agencies, including the City, are estimated to be 50 million gallons.

- Q6. Are suppliers required to bid on all line items and delivery types to be considered for an award?**
- A6. Suppliers should indicate the products and delivery types they are able to provide. The City of Fort Worth reserves the right to remove a product, if the product isn't required for the area to be delivered. The City is looking to award a comprehensive fuel contract; however, it recognizes all suppliers may not be able to furnish all types of fuel (e.g. aviation fuel).
- Q7. Does the City require the biodiesel to meet the latest American Society for Testing and Materials (ASTM) standards despite the feedstock or does the City have base stock preferences?**
- A7. Yes, it is required to provide the base feed stock (Soy-Methyl-Ester) to meet the City of Fort Worth's required needs and specifications.
- Q8. If the supplier doesn't have a fueling facility within the 40 mile radius, would access to a refiners loading terminal within range suffice? If yes, would the City consider changing minimum gallons to 500 as those would be refiner minimums for pumping purposes?**
- A8. Yes, as long as the City of Fort Worth bobtails have the ability to pull from the awarded vendors facility or terminal within the 40 mile radius in case of emergency.
- Q9. Can the City of Fort Worth do better than 30 days for payment terms, i.e. Net 10 or Net 15?**
- A9. Page 26, section 7.0, Payments, the City of Fort Worth's payment terms will be net 15 days. Nationally, other agencies may have other payment term requirements. Offeres should state any additional payment terms they make available.
- Q10. Do vendors receive a discount for prompt payment of invoices?**
- A10. No, the current contract does not offer a prompt payment discount to the City of Fort Worth or other participating agencies. Vendors may propose a prompt payment discount in the response to this RFP.
- Q11. What is the tentative start date of the contract?**
- Q11. The tentative start date will be November 2014 .
- Q12. Are contract extensions mutually agreed upon?**
- A12. Yes, both parties mutually agree upon contract extensions.
- Q13. How many addendums have been released for this proposal?**
- A13. There have been no addendums released for this proposal, prior to this addendum. This addendum replaces addendum No. 1.

- Q14. How much of each product requested, did the City order last year?**
- A14. Unleaded: 1,864,474 gallons; Diesel/Biodiesel: 1,105,648 gallons; Jet-A: 50,000 gallons
- Q15. What are the typical load sizes per product?**
- A15. 7500 gallons for Diesel and Jet-A gas, and 8500 gallons for unleaded gas.
- Q16. What percentage of the City contract is short or tank wagon loads?**
- A16. There are no percentages at this time.
- Q17. What is the tentative award date?**
- A17. The tentative award date is November 2014.
- Q18. Will a vendor selection be made before or after the City Council meeting?**
- A18. The evaluation panel will make a recommendation to the Fort Worth City Council, for consideration at the City Council meeting. The date is to be determined.
- Q19. Will a firm fixed price be considered?**
- A19. This contract is based on the OPIS index and index prices fluctuate daily. The offeror's proposed differential is a firm fixed amount and cannot be changed throughout the term of the contract. Applicable taxes and fees can change as mandated by Federal and/or State authorities. Awarded vendor must provide proof of any changes in taxes and fees prior to invoicing.
- Q20. If a vendor were to insert any conditions into their alternate firm fixed price proposal, would the vendor be taken into consideration or rejected?**
- A20. Vendors may propose all terms by which they prefer to do business in their proposals. All terms submitted in proposals will be evaluated as part of the evaluation process, which shall begin following the proposal submittal deadline. No terms and conditions will be evaluated at this time.
- Q21. Will the bid award be split by product or awarded all to one bidder?**
- A21. The City reserves the right to award a single contract or multiple contracts. The City will evaluate responses to determine what is most advantageous to the City. If multiple awards are made splits will likely be by petroleum product for the City. Nationally, multiple awards may be made based on the factors stated in the RFP and regions the offerors are capable of servicing.
- Q22. Will the bid award be split by tank wagon and transport?**
- A22. The City reserves the right to award a single contract or multiple contracts. The City will evaluate responses to determine what is most advantageous to the City. If multiple awards are made splits will likely be by petroleum product for the City. Nationally, multiple awards may be made based on the factors stated in the RFP and regions the offerors are capable of servicing.

- Q23. Is there a public proposal opening? If yes, what information will be read out loud?**
- A23. There will be a public proposal acknowledgement, during which only the names of the firms that submitted proposals will be read aloud.
- Q24. Can deliveries be split between locations?**
- A24. Deliveries can only be split by City owned locations (i.e. service center to service center). Also, note page 24, Section 5.0, Delivery/Frieght, of the RFP. Nationally, it is our experience that agencies commonly split loads.
- Q25. How many consecutive years has the current vendor been awarded?**
- A25. The current vendor has been awarded the current award, for the last five years.
- Q26. Will a metered bill of loading be acceptable in place of the metered truck requirements?**
- A26. Only transport deliveries, including tank stick readings, will be required for both transports and bobtail metered trucks before and after to verify the product deliveries.
- Q27. If a vendor does not attend the proposal opening, how and when will the vendor be notified of the low bidder? Can the vendor receive a copy of the proposal tabulations?**
- A27. The solicitations is an RFP, not an ITB, therefore proposals will be evaluated on the factors listed in the RFP, in addition to price. A low bidder will not be notified and a tabulation of proposals will not be made available until after a contract has been awarded.
- Q28. Are vendors able to calculate freight for the City portion of the proposal?**
- A28. Yes, if freight is to be charged, it must be a separate line item. Page 24, Section 5.0, Delivery/Freight, and proposal response requirements on Page 6, Section 5.4.5, Fee Schedule.
- Q29. Does the .0100 Administration Fee apply to bidding for the City?**
- A29. The \$0.01 administrative fee applies to all fuel sales under the contract, including the City of Ft. Worth.
- Q30. Can a vendor just bid on the City portion of the proposal? If yes, how would we fill in the Rack Market Differential Pricing spreadsheet to show this?**
- A30. The City has chosen to partner with National IPA for this solicitation; the national program is part of the RFP factors listed in the RFP. Offerors will be evaluated in whole on their ability to meet the factors listed in the RFP, including the national cooperative contract requirements.

- Q31. Page 31, section 5.0, Additional Requirement, states that vendors must supply a loading facility of the City's vehicles to pick up fuel within 40 miles of Fort Worth. Can the City's trucks load at a bottom loading facility, or do they need to be top loading? Does it matter who owns the terminal/bulk plant, or does the City just need access to lift?**
- A31. Yes, as long as the City of Fort Worth bobtails have the ability to pull from the awarded vendors facility or terminal within the 40 mile radius in case of emergency.
- Q32. Page 24, section 5.3, specifies that the supplier's delivery trucks must be equipped with calibrated meters. Does this apply to Tankwagon trucks only, or does it apply to transport (7500 gallons +) delivery trucks?**
- A32. It applies to only Tankwagon trucks. However, stick readings will be required for both transports and bobtail metered trucks before and after to verify the product deliveries.
- Q33. Page 39, section 11.00, Note, please verify this statement; "...no tender of a bill of lading will operate as a tender automatic approval."?**
- A33. This applies only to the City of Ft. Worth. It means that the provider will have to provide the e-mail request and BuySpeed requisition as proof of purchase request.
- Q34. For the National IPA portion, can a vendor put "TBD" for the guaranteed minimum gallons over the first three years of the contract?**
- A34. The guaranteed minimum gallons are not required. Offerors should respond with their proposed guarantee (which may be "To Be Determined") and it will be evaluated in whole within the Offeror's response.
- Q35. Should the \$0.01 per gallon fee to National IPA be accessed on loads delivered to the City of Fort Worth?**
- A35. Any and all proposed differentials should be inclusive as it relates to the administrative fee. In no case should the administrative fee be a line item on an invoice. Offerors are encouraged to consider the value of a contract solicited and awarded by the City of Ft. Worth that can be piggybacked by other agencies nationwide without the need for the agency to do their own solicitation. Awarded offerors save considerable resources by not having to allocate those resources to responding to solicitations.
- Q36. Should the \$0.01 per gallon fee to National IPA be shown as a separate line item on invoices to purchasing agencies?**
- A36. No, any and all proposed differentials should be inclusive as it relates to the administrative fee. In no case should the administrative fee be a line item on an invoice. Offerors are encouraged to consider the value of a contract solicited and awarded by the City of Ft. Worth that can be piggybacked by other agencies nationwide without the need for the agency to do their own solicitation. Awarded offerors save considerable resources by not having to allocate those resources to responding to solicitations.

- Q37. Should the \$0.01 per gallon fee to National IPA be included in the differential provided by each supplier to participating agencies?**
- A37. Any and all proposed differentials should be inclusive as it relates to the administrative fee. In no case should the administrative fee be a line item on an invoice. Offerors are encouraged to consider the value of a contract solicited and awarded by the City of Ft. Worth that can be piggybacked by other agencies nationwide without the need for the agency to do their own solicitation. Awarded offerors save considerable resources by not having to allocate those resources to responding to solicitations.
- Q38. Do bidders need to register with National IPA prior to submitting a bid?**
- A38. No, bidders do not need to register with the National IPA prior to submitting a bid.
- Q39. Can a bidder exclude purchasing cards as a form of payment?**
- A39. Offerors should indicate in their response if they propose to include or exclude purchasing cards.
- Q40. Can bidders submit an additional fee for orders paid for by a purchasing card?**
- A40. Offerors should indicate in their response any proposed fees for accepting a purchasing card. Any proposed fees must be in line with credit card operating regulations and state laws where they are accepted.
- Q41. Should the Petroleum Activity Tax (PAT) which is effective 7/1/2014 be a line item on invoices to locations in OH?**
- A41. The successful offeror will work with agencies in Ohio to determine how they want their invoices submitted. Offeror should include invoicing options available in their response.
- Q42. Should the Federal Environmental Recovery Fee (\$0.0019 for ULSD/\$0.0017 for E-10 gas) be shown as a line item on invoices?**
- A42. Yes, all taxes should be separate line items to easily identify cost. Nationally, the successful Offeror will work with other agencies nationwide to determine how they want their invoices submitted. Offeror should include invoicing options available in their response.
- Q43. Should the Federal LUST Fee (\$.0010 for all products) be shown as a line item on invoices?**
- A43. Yes, all taxes should be separate line items to easily identify cost. Nationally, the successful Offeror will work with other agencies nationwide to determine how they want their invoices submitted. Offeror should include invoicing options available in their response.

- Q44. Are any State taxes or inspection/environmental fees that agencies might be liable for to be shown as separate items on supplier's invoices?**
- A44. Yes, all taxes should be separate line items to easily identify cost. Nationally, the successful Offeror will work with other agencies nationwide to determine how they want their invoices submitted. Offeror should include invoicing options available in their response.
- Q45. Should the differentials for the City of Fort Worth be listed on the "Rack Market Differential Pricing Sheet" on the TX tab under Dallas/Fort Worth?**
- A45. No, under tab: Dallas Metro.
- Q46. Is there a separate pricing page for differentials to the City of Fort Worth?**
- A46. City of Fort Worth is under tab: Dallas Metro.
- Q47. Is the City of Fort Worth awarded separately from the lowest responsive bidder on the Dallas/Fort Worth sections of the Rack Market Differential Pricing excel?**
- A47. The solicitation is an RFP, not an ITB, therefore proposals will be evaluated on the factors listed in the RFP, in addition to price. The needs of the City of Ft. Worth are the priority. Based on the City of Ft. Worth's award, National IPA and the awarded supplier will market the awarded contract to other agencies.
- Q48. Should all the differentials for each rack market be based off the Fort Worth OPIS published price?**
- A48. No, offerors are required to propose differentials for each rack market they are capable of servicing.
- Q49. Should all differentials for each rack market be based off of the closest terminal in OPIS to the location?**
- A49. Yes, if offeror has a different approach, the approach should be discussed in detail in the response.
- Q50. Based on the statements regarding pricing on page 24, item 5.4 and page 22, item 3.1, should the benchmark index be off the OPIS contract Average, or the contract Low posting?**
- A50. The OPIS Contract Average Net index will be the benchmark index for the City of Fort Worth. All proposed Rack Market Differential Prices shall be based on the closest terminal reported by OPIS to the delivery location. Nationally, offerors should consider the most competitive benchmark index for the public sector market considering availability of product and propose this as an "alternate" OPIS index for the national program.

- Q51. If a bidder indicates they are unable to service states on page seven (7), do you still require "no bid" to be entered into each cell on the 'Rack Market Differential Pricing' excel?**
- A51. The City requires an "X" in cells in which the offeror is not proposing to offer.
- Q52. What local area petroleum terminals are the City of Fort Worth's tankers currently cleared for loading at?**
- A52. The local terminals are located in Aledo and Euless, Texas.
- Q53. Page 22, section 3.1, states that the benchmark index for City of Fort Worth should be the OPIS Contract Average Net index. Does this benchmark apply as the benchmark index for our differentials for National IPA, or just for the City of Fort Worth?**
- A53. The OPIS Contract Average Net index will be the benchmark index for the City of Fort Worth. All proposed Rack Market Differential Prices shall be based on the closest terminal reported by OPIS to the delivery location. Nationally, offerors should consider the most competitive benchmark index for the public sector market considering availability of product and propose this as an "alternate" OPIS index for the national program.
- Q54. Can a vendor only bid on the City portion of the proposal? If yes, how would a vendor fill in the Rack Market Differential Pricing Spreadsheet to show this?**
- A54. The City has chosen to partner with National IPA for this solicitation, the national program is part of the RFP factors listed in the RFP. Offerors will be evaluated in whole on their ability to meet the factors listed in the RFP, including the national cooperative contract requirements.
- Q55. Do vendors use page 7, section 8.0, Award of Contract, as the checklist to summarize the geographic coverage area they wish to service only?**
- A55. Offerors should indicate the states they are capable of servicing and indicate if they do not wish to service any of those states.
- Q56. Do vendors have to put an "X" on every page of the Market Differential Price Proposal, Excluding Transportation Costs that they do not wish to propose?**
- A56. Yes, vendors have to put an "X" on every page of the Market Differential Price Proposal they do not wish to propose.

**Q57. On the Market Differential Price we have two columns to propose (-) and (+), do vendors put a range or just the markup in the (+) side?**

A57. Offerors are to indicate either the plus OR minus market differential they propose in the appropriate cell of the spreadsheet. This contract is based on the OPIS index and index prices fluctuate daily. The offeror's proposed differential is a firm fixed amount and cannot be changed throughout the term of the contract. Applicable taxes and fees can change as mandated by Federal and/or State authorities. Awarded vendor must provide proof of any changes in taxes and fees prior to invoicing.



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**City of Fort Worth  
Purchasing Division, Lower Level  
1000 Throckmorton Street  
Fort Worth, TX. 76102**

**RFP No. 14-0121  
Due: 07/24/2014**

**Presented by:**

**David Zarfoss  
Mansfield Oil Company  
1025 Airport Parkway SW  
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[dzarfoss@mansfieldoil.com](mailto:dzarfoss@mansfieldoil.com)  
1-800-255-6699, Ext. 2107**



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## Executive Team

### **Michael F. Mansfield Sr., Chief Executive Officer**

Michael Mansfield is a strategic visionary with staying power. At age 21 he joined Mansfield Oil Company, a business founded by his parents in 1957. Over the course of the next three decades, Michael has focused on one mission: building Mansfield into an industry leader in supply, distribution, and delivery of fuel products and supply chain services. Today, with revenues in excess of \$4B, the company's service offerings remain rooted in Michael's beliefs for building trustworthy, performance based relationships, as well as in his expectations for continuous business reinvention and innovation.

Under his leadership, the company now operates on a national basis and supports the daily service and logistics needs of the world's largest fuel buyers. Generating over \$20 million in sales per employee, Michael has built his company into a model of process and technological efficiency—a company known for its world class service expertise.

Michael believes Mansfield's primary responsibility is converting the chaotic and volatile petroleum industry supply chain into customer friendly solutions. By doggedly following this client centric philosophy, the company has enjoyed double digit growth for decades. In Michael's opinion, the company's growth cycle remains in its earliest stages and, with his seasoned executive team, will continue to expand in both scale and operational sophistication.

### **Douglas S. Haugh, President and CIO**

Doug has worked in the energy and technology industries for the past 15 years. A chemical engineer by education, Doug began his career in the industry with Exxon in marketing and business development, eventually leading business development activities for lubricant and specialty products across the western U.S.

Doug has concentrated on building high performance organizations that focus on developing leading edge processes and technology to manage complex supply chains. As co-founder and COO at FuelQuest, Haugh created supply chain management and tax automation solutions throughout the downstream energy industry for clients like Wal-Mart, Ryder, 7-Eleven, UPS, and Chevron.

Doug is responsible for all of Mansfield's sales and marketing activities including national account sales, channel sales, new business development, corporate marketing, and field sales force operations. Leading sales and marketing and being the CIO may seem like quite an odd combination until one considers that much of the value Mansfield creates for customers is technology driven. Doug's ability to bring these two roles together provides Mansfield with a unique competitive advantage.



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Doug brings a global perspective and entrepreneurial spirit to help Mansfield customers overcome the challenges they face today in fuel supply, financial controls, and risk management. Haugh was named Ernst & Young Entrepreneur of the Year, Energy Technology, Houston and Gulf Coast Area, 2006. This year Doug was honored as a 2009 Clemson Alumni Entrepreneur by the Arthur M. Spiro Institute for Entrepreneurial Leadership at Clemson University. He is a Magna Cum Laude graduate of Clemson University in Chemical Engineering and holds an MBA in Technology Management.

**John Byrd, Executive Vice President of Operations**

As Executive Vice President of Operations at Mansfield Oil, Byrd is a hands-on leader that focuses on perfecting each transaction for optimal efficiency—which reduces the overall fuel spend for each Mansfield customer. He is a firm believer that you only get better at something by tracking and monitoring it, and he is known for establishing efficiencies and metrics in every function for which he is responsible. By establishing these metrics and continuously focusing on them, he and his team have reduced the time it takes to invoice customers by approximately 50% and have sliced invoicing errors by 35%.

Over the next two years, Byrd plans to make “touching paper” an exception—and accurate, immediate electronic processing the standard. He and his team have already made great strides into this endeavor by receiving roughly 80% of their supplier invoices and Bills of Lading electronically. His goal is to help customers have more visibility than ever into their total fuel spend and to drive the customer’s cost of processing a fuel transaction down through automation and technology. Utilizing his accounting and consulting background, Byrd will accomplish the above also by working with customers to perform a “Gap Analysis” on the customer’s processes and procedures to make them as efficient and accurate as possible while accounting for every gallon the customer purchases to reduce fuel shrink.

Before joining Mansfield, Byrd was with TransMontaigne for four years as Senior Vice President of Accounting and Administration and Corporate Controller, responsible for both the operational and back-office accounting. Prior to TransMontaigne, he was with Arthur Andersen for eight years in both the Audit Division and the Business Process Outsourcing Division, focusing on process consulting for energy trading companies. He graduated Summa Cum Laude with a BS in Accounting from Louisiana State University.

**Andy Milton, Vice President of Supply and Distribution**

As Vice President of Supply, Andy Milton brings over 10 years of petroleum experience to Mansfield Oil. He started his career at RaceTrac Petroleum, which is one of the largest independent retail chains in the U.S. He held several supply positions over the years involved in



dispatch, pricing, analysis, and special projects. Andy has extensive experience in index-based pricing; involving such methods as PLATTS and OPIS. He also brings trading experience. This trading experience comes from over half dozen pipelines and waterborne base supply giving Mansfield Oil not only downstream petroleum experience but also higher-level bulk purchasing knowledge. This combination successfully gives Mansfield not only competitive supply options but also a security of supply not found in the normal downstream division of the business.

Focusing on retail operations and wholesale fuels initially, Mansfield has grown to be a powerful fuel supply and service organization focusing on Fortune 500 commercial fuel users, state, local and federal governments as well as retail partners. Our mission is to be a leader in energy management by offering solutions and innovative ideas to our clients.

## Experience

Mansfield Oil is an industry leader in innovative process improvement programs. Our position as one of the largest US Petroleum Distributors allows us to focus on our core business principal-- driving cost out of the fuel procurement, fuel management, and fuel payment processes. Ranked by Forbes as one of the largest private companies in America, Mansfield Oil defines the next generation of downstream oil company, delivering a disciplined approach to fuel supply and services across all 50 states from over 900 supply points. Founded in 1957, the company has achieved double-digit growth for three decades. Mansfield Oil helps their customers optimize and control fuel-related costs with local service, nationwide. Mansfield Oil addresses the entire fuel management lifecycle so companies can maximize the value of every dollar they spend on fuel. Specific services include fuel supply, fuel logistics, fuel systems design, environmental compliance, ERP integration, tax exempt transaction processing, and fuel systems monitoring. Mansfield operates from 900 supply points in 50 states, with corporate headquarters in Gainesville, GA, five regional service centers located in Atlanta, Chicago, Denver, Detroit and Houston and 2 bio-fuels service centers in Bloomington, MN and Charlottesville, VA. Today Mansfield delivers more than two billion gallons of fuel every year to clients throughout the continental United States and Canada.

## Statement of Qualifications

Mansfield provides a dedicated sales, service and support organization. The City of Fort Worth would be assigned a Senior Account Executive that will be responsible for Corporate Level Business Relationship Management. In addition, a dedicated Account Manager will be assigned to serve as primary contact for operational management and issue resolution through interaction and support from various business groups including Supply, Transportation, IT, Operations, Accounting and Credit. The Account Manager



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would be supported by a dedicated Customer Service Representative that is constantly engaged with your deliveries daily confirmation and activities. The individuals currently designated for these key roles are:

**Senior Account Executive:**

**David Zarfoss**

*Director of Pricing*

Office—(678) 450-2107

Fax—(678) 450-2242

[dzarfoss@mansfieldoil.com](mailto:dzarfoss@mansfieldoil.com)

David has managed Mansfield's Government book of business and bid process for the past four years; prior to that at Mansfield he helped develop and manage the P&L team and prior to that he was the Manager of Supply and Distribution working for Andy Milton. Previous to Mansfield, David worked for TransMontaigne in various capacities including pipeline scheduling and inventory accounting. David brings experience with many different pricing index methods, logistic knowledge both at the bulk and the truck level, and a solid foundation as to the economics of fuel purchasing. This history combined with Mansfield's Supply and Distribution group helps provide consistent and through coverage for our Government customers across the US.

**Account Management & Operational Resolutions**

**Alexi Russell**

*Government Operations Supervisor*

Office—(678) 207-4751

Fax—(678) 450-2242

[arussell@mansfieldoil.com](mailto:arussell@mansfieldoil.com)

Alexi comes to Mansfield from Gwinnett County's Community Development Program where she was employed as a Community Programs Manager. She has extensive experience in county government procurement procedures in the sealed bid process. Alexi worked for Governor Deal's Disability Service Ombudsman Office where she developed strategies to implement the proliferation of Community Based assistance program throughout Georgia to satisfy the Olmstead Act. Alexi acquired a Master's degree from Georgia College State University in Public Administration in 2012 and a Bachelors of Arts degree in Political Science from the University of Georgia in 2008. In addition, Alexi has extensive legal experience working for Russell Law Offices as a paralegal for two years.



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**Daniel Lampl**  
*Government Account Coordinator - Southwest*  
678-450-2136  
[dlampl@mansfieldoil.com](mailto:dlampl@mansfieldoil.com)

**Dispatch & Logistics**

**Midwest Region (Houston Office)**  
**Eric Culp**  
Operations Supervisor-Midwest Region  
Mansfield Oil Company  
678.207.4796 (o)  
713.906.4926 (m)  
Email: [eculp@mansfieldoil.com](mailto:eculp@mansfieldoil.com)

**24/7 Customer Service Line**

Phone: (800) 471-3835  
Email: [mansfield-midwest@mansfieldoil.com](mailto:mansfield-midwest@mansfieldoil.com)

**Prompt Service & Performance Controls**

Quality controls are specifically designed to control fuel services and are targeted to occur at several points in the relationship. We have outlined some controls in place to ensure that the contract set-up runs smoothly and product quality is insured.

**Account Setup:** All delivery locations will be established independently as it may require differing products and or delivery requirements. Contact information is then distributed to each location.

**Account Confirmation:** Once the primary information sheet has been established with the customer, the account is set up within the Mansfield system. Each account will have specific references in pop-up notes and restrictions to ensure that product and delivery requirements meet each sites specification.

**Order Entry:** Products are restricted within the Mansfield account so that key punch errors are avoided. Should product changes made during the year, per the City of Fort Worth's request and will affect locations such as the amount of fuel needed, will be changed within the system to reflect the changes. Product codes based on the customers 'directions and regulatory laws in effect will regulate the product that is delivered to the City of Fort Worth locations.



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**Order Review:** All orders are reviewed daily by dedicated customer service representatives to insure all information has been correctly transmitted and accepted by delivery partners. This review includes a verbal confirmation of acceptance, delivery time, location and products.

**Supply Logistics:** Should supply issues result due to execution, terminal or supply, resulting in the inability for the carrier to lift the product from the intended supply source. Mansfield has a regional operations team that manages the logistics of sourcing each delivery. Mansfield offers carriers and customers the ability to call into a live person at any hour to respond to loading issues.

**Inventory Management:** When applicable, Mansfield offers inventory management to our customers. Daily monitoring of equipment for tank gauge issues, missing and/or inaccurate readings as well as forecasting delivery schedules based on stored historical data.

These highlights reflect the necessity of real time availability in trained personnel to effectively manage the fuel delivery process to ensure ample supply and cost effectiveness. Our systems, procedures and people are solely focused on this key element of the "last mile" of the refined petroleum products supply chain ensuring our customer's delivery expectations and requirements our exceeded.

## **Financial Statements**

*A bank report can be provided upon Request.*

## **Bonding Capacity**

Mansfield Oil Company maintains credit and bonding capacity to the extent necessary for this contract and all foreseeable contractual obligations.

## **Methodology/Approach to Carrying Out Scope of Work**

The Mansfield network of distribution includes almost all public water and pipeline terminal facilities. In most cases, fuel is purchased from all unbranded supply points within a terminal area. That may range from 1 to 28 different suppliers depending on the size of the market. This capacity at the rack level allows Mansfield to automatically



review all available unbranded supply in the spot market. Additionally, where warranted, Mansfield maintains a targeted percentage of no less than 25% of volume to be contractually backed by a refiner or Mansfield owned inventory secured through pipeline batches. This allows Mansfield the security of supply to its customers as well as the ability to deliver contract volumes in adverse supply situations.

Mansfield manages relationships with over 450 carriers across the United States. In our role, as proposed, we will be solely responsible for managing all aspects of the carrier relationship with The City of Fort Worth. At the top of our priorities are safety, positive interaction and execution with client personnel and adequate coverage for liability.

Mansfield Oil's unique and extensive national supply and distribution networks allow for distributing products from nearest available supply in the event that fuel becomes short in the primary area. This has proven to be of great benefit to our existing customer base, operating with the knowledge that endless alternative supply capacity is available.

### **Freight Model**

Freight charges, as specified in the bid, shall be a direct pass through to the end user. Carriers determine rates by assessing the sites mileage from the terminal, the type of tank and any special delivery requirements. The attached table is indicative of freight rates for locations around the Dallas Metro area with underground storage tanks. For entities in other markets, a similar table can be provided along with contact information for carriers solicited during their set up process. Freight costs are a cpg rate assessed on the gross gallons delivered. Economics for this solicitation are based on full transport deliveries which are 7,500 gallons of diesel and 8,500 gallons of gasoline. Any assessorial charges (i.e. pump, min freight, fuel surcharge or delay) shall be passed along to the entity with no additional mark up or margin by Mansfield Oil Company.



Mansfield Oil Company of Gainesville, Inc.

RATES

DIESEL & JET FUEL

MINIMUM WEIGHT: 7,000 Gallons Per Vehicle Used.

RATE IN CENTS PER GALLON

DISTANCE (MILES)	CPG RATE	DISTANCE (MILES)	CPG RATE	DISTANCE (MILES)	RATE	DISTANCE (MILES)	RATE	DISTANCE (MILES)	RATE
15	\$ 0.0159	165	\$ 0.0757	315	\$ 0.1428	465	\$ 0.2109	700	\$ 0.3169
20	\$ 0.0188	170	\$ 0.0777	320	\$ 0.1450	470	\$ 0.2119	725	\$ 0.3287
25	\$ 0.0206	175	\$ 0.0792	325	\$ 0.1474	475	\$ 0.2158	750	\$ 0.3398
30	\$ 0.0222	180	\$ 0.0817	330	\$ 0.1495	480	\$ 0.2175	775	\$ 0.3514
35	\$ 0.0248	185	\$ 0.0841	335	\$ 0.1519	485	\$ 0.2202	800	\$ 0.3625
	\$ -		\$ -		\$ -		\$ -		\$ -
40	\$ 0.0271	190	\$ 0.0856	340	\$ 0.1538	490	\$ 0.2220	825	\$ 0.3735
45	\$ 0.0274	195	\$ 0.0885	345	\$ 0.1567	495	\$ 0.2243	850	\$ 0.3850
50	\$ 0.0279	200	\$ 0.0908	350	\$ 0.1583	500	\$ 0.2267	875	\$ 0.3968
55	\$ 0.0293	205	\$ 0.0925	355	\$ 0.1610	505	\$ 0.2287	900	\$ 0.4075
60	\$ 0.0307	210	\$ 0.0949	360	\$ 0.1628	510	\$ 0.2313	925	\$ 0.4193
	\$ -		\$ -		\$ -		\$ -		\$ -
65	\$ 0.0339	215	\$ 0.0978	365	\$ 0.1659	515	\$ 0.2336	950	\$ 0.4306
70	\$ 0.0363	220	\$ 0.0995	370	\$ 0.1672	520	\$ 0.2354	975	\$ 0.4424
75	\$ 0.0400	225	\$ 0.1017	375	\$ 0.1698	525	\$ 0.2380	1000	\$ 0.4535
80	\$ 0.0415	230	\$ 0.1041	380	\$ 0.1723	530	\$ 0.2402	1025	\$ 0.4647
85	\$ 0.0437	235	\$ 0.1068	385	\$ 0.1748	535	\$ 0.2423	1050	\$ 0.4761
	\$ -		\$ -		\$ -		\$ -		\$ -
90	\$ 0.0462	240	\$ 0.1086	390	\$ 0.1764	540	\$ 0.2449	1075	\$ 0.4875
95	\$ 0.0495	245	\$ 0.1113	395	\$ 0.1792	545	\$ 0.2473	1100	\$ 0.4985
100	\$ 0.0513	250	\$ 0.1130	400	\$ 0.1809	550	\$ 0.2496	1125	\$ 0.5101
105	\$ 0.0533	255	\$ 0.1158	405	\$ 0.1836	555	\$ 0.2514	1150	\$ 0.5213
110	\$ 0.0555	260	\$ 0.1178	410	\$ 0.1855	560	\$ 0.2537	1175	\$ 0.5326
	\$ -		\$ -		\$ -		\$ -		\$ -
115	\$ 0.0575	265	\$ 0.1202	415	\$ 0.1882	565	\$ 0.2566	1200	\$ 0.5439
120	\$ 0.0594	270	\$ 0.1220	420	\$ 0.1902	570	\$ 0.2582	1225	\$ 0.5551
125	\$ 0.0618	275	\$ 0.1246	425	\$ 0.1928	575	\$ 0.2609	1250	\$ 0.5664
130	\$ 0.0628	280	\$ 0.1264	430	\$ 0.1950	580	\$ 0.2626	1275	\$ 0.5778
135	\$ 0.0655	285	\$ 0.1296	435	\$ 0.1972	590	\$ 0.2672	1300	\$ 0.5892
	\$ -		\$ -		\$ -		\$ -		\$ -
140	\$ 0.0670	290	\$ 0.1313	440	\$ 0.1995	595	\$ 0.2700	1325	\$ 0.6003
145	\$ 0.0692	295	\$ 0.1339	445	\$ 0.2018	600	\$ 0.2714	1350	\$ 0.6117
150	\$ 0.0708	300	\$ 0.1359	450	\$ 0.2041	625	\$ 0.2835	1375	\$ 0.6230
155	\$ 0.0727	305	\$ 0.1373	455	\$ 0.2063	650	\$ 0.2947	1400	\$ 0.6342
160	\$ 0.0740	310	\$ 0.1401	460	\$ 0.2087	675	\$ 0.3080	1425	\$ 0.6455
	\$ -		\$ -		\$ -		\$ -		\$ -

\* Rates shown without fuel surcharges.

\* Tankwagon rates differ per region

Pump Off Fee	\$40.00
Split Drop Fee	\$50.00
Split Load Fee	\$50.00
Demurrage*	\$80.00

\*billable in quarter hour increments after the first hour.



Mansfield Oil Company of Gainesville, Inc.

RATES

GASOLINE & AVGAS

MINIMUM WEIGHT: 8,000 Gallons Per Vehicle Used.

RATE IN CENTS PER GALLON

DISTANCE (MILES)	RATE								
15	\$ 0.0135	165	\$ 0.0648	315	\$ 0.1214	465	\$ 0.1796	700	\$ 0.2699
20	\$ 0.0159	170	\$ 0.0660	320	\$ 0.1229	470	\$ 0.1809	725	\$ 0.2794
25	\$ 0.0176	175	\$ 0.0672	325	\$ 0.1258	475	\$ 0.1832	750	\$ 0.2889
30	\$ 0.0195	180	\$ 0.0694	330	\$ 0.1261	480	\$ 0.1849	775	\$ 0.2986
35	\$ 0.0214	185	\$ 0.0712	335	\$ 0.1296	485	\$ 0.1871	800	\$ 0.3079
	\$ -		\$ -		\$ -		\$ -		\$ -
40	\$ 0.0233	190	\$ 0.0737	340	\$ 0.1308	490	\$ 0.1884	825	\$ 0.3172
45	\$ 0.0238	195	\$ 0.0753	345	\$ 0.1328	495	\$ 0.1906	850	\$ 0.3276
50	\$ 0.0246	200	\$ 0.0773	350	\$ 0.1348	500	\$ 0.1928	875	\$ 0.3374
55	\$ 0.0260	205	\$ 0.0789	355	\$ 0.1367	505	\$ 0.1948	900	\$ 0.3471
60	\$ 0.0274	210	\$ 0.0809	360	\$ 0.1386	510	\$ 0.1967	925	\$ 0.3567
	\$ -		\$ -		\$ -		\$ -		\$ -
65	\$ 0.0291	215	\$ 0.0824	365	\$ 0.1407	515	\$ 0.1982	950	\$ 0.3663
70	\$ 0.0307	220	\$ 0.0846	370	\$ 0.1426	520	\$ 0.2002	975	\$ 0.3761
75	\$ 0.0340	225	\$ 0.0867	375	\$ 0.1449	525	\$ 0.2024	1000	\$ 0.3852
80	\$ 0.0350	230	\$ 0.0886	380	\$ 0.1460	530	\$ 0.2043	1025	\$ 0.3949
85	\$ 0.0376	235	\$ 0.0908	385	\$ 0.1486	535	\$ 0.2063	1050	\$ 0.4044
	\$ -		\$ -		\$ -		\$ -		\$ -
90	\$ 0.0392	240	\$ 0.0921	390	\$ 0.1498	540	\$ 0.2078	1075	\$ 0.4141
95	\$ 0.0417	245	\$ 0.0945	395	\$ 0.1526	545	\$ 0.2102	1100	\$ 0.4237
100	\$ 0.0436	250	\$ 0.0960	400	\$ 0.1538	550	\$ 0.2119	1125	\$ 0.4333
105	\$ 0.0453	255	\$ 0.0984	405	\$ 0.1566	555	\$ 0.2138	1150	\$ 0.4430
110	\$ 0.0475	260	\$ 0.1005	410	\$ 0.1576	560	\$ 0.2157	1175	\$ 0.4527
	\$ -		\$ -		\$ -		\$ -		\$ -
115	\$ 0.0495	265	\$ 0.1021	415	\$ 0.1600	565	\$ 0.2181	1200	\$ 0.4623
120	\$ 0.0503	270	\$ 0.1040	420	\$ 0.1618	570	\$ 0.2199	1225	\$ 0.4719
125	\$ 0.0528	275	\$ 0.1061	425	\$ 0.1634	575	\$ 0.2219	1250	\$ 0.4815
130	\$ 0.0540	280	\$ 0.1077	430	\$ 0.1659	580	\$ 0.2233	1275	\$ 0.4912
135	\$ 0.0557	285	\$ 0.1096	435	\$ 0.1678	590	\$ 0.2273	1300	\$ 0.5007
	\$ -		\$ -		\$ -		\$ -		\$ -
140	\$ 0.0572	290	\$ 0.1116	440	\$ 0.1693	595	\$ 0.2295	1325	\$ 0.5105
145	\$ 0.0586	295	\$ 0.1140	445	\$ 0.1718	600	\$ 0.2309	1350	\$ 0.5202
150	\$ 0.0600	300	\$ 0.1156	450	\$ 0.1731	625	\$ 0.2409	1375	\$ 0.5296
155	\$ 0.0620	305	\$ 0.1177	455	\$ 0.1756	650	\$ 0.2503	1400	\$ 0.5393
160	\$ 0.0632	310	\$ 0.1193	460	\$ 0.1771	675	\$ 0.2600	1425	\$ 0.5488
	\$ -		\$ -		\$ -		\$ -		\$ -

\* Rates shown without fuel surcharges.

\* Tankwagon rates differ per region

Pump Off Fee	\$40.00
Split Drop Fee	\$50.00
Split Load Fee	\$50.00
Demurrage*	\$80.00

\*billable in quarter hour increments after the first hour.



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## **Payment Terms:**

Mansfield Oil Company will accept purchasing cards with a 3.25% convenience fee per transaction.

The bid economics are based off of Net 15 payment as indicated in the bid documents. No additional payment terms will be available) expect the terms indicated in the Attachment B- Market Differential Pricing Spreadsheet) unless mutually agreed upon by the supplier and requesting agency.

### **PAYMENT REMITTANCE ADDRESS**

Mansfield Oil Company  
PO Box 638544  
Cincinnati, OH. 45263-8544

## REVISED - Market Differential Price Proposal, Excluding Transportation Costs

Offerors must submit their pricing proposal using the spreadsheet provided by the City of Fort Worth, with no changes to the spreadsheet formatting. All four digits to the right of the decimal point must be completed by the offeror. If one or more of the four digits called for are omitted by the offeror, the City of Fort Worth will assume the value of the omitted digit(s) to be zero. Offerors should place an "X" in any cell that they are not proposing to offer.

### OPIS Rack Market:

Amboy

Argo

#### Reformulated Gasoline

##### Reformulated Regular Unleaded

Transport Load  
Short Transport Load  
Tank Wagon Load

(-) \$0. 

0	0	3	5
X	X	X	X
X	X	X	X
X	X	X	X

 or (+) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X
X	X	X	X

(-) \$0. 

0	0	3	5
X	X	X	X
X	X	X	X
X	X	X	X

 or (+) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X
X	X	X	X

##### Reformulated Midgrade Unleaded

Transport Load  
Short Transport Load  
Tank Wagon Load

(-) \$0. 

0	0	6	0
X	X	X	X
X	X	X	X
X	X	X	X

 or (+) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X
X	X	X	X

(-) \$0. 

0	0	6	0
X	X	X	X
X	X	X	X
X	X	X	X

 or (+) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X
X	X	X	X

##### Reformulated Premium Unleaded

Transport Load  
Short Transport Load  
Tank Wagon Load

(-) \$0. 

0	0	8	5
X	X	X	X
X	X	X	X
X	X	X	X

 or (+) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X
X	X	X	X

(-) \$0. 

0	0	8	5
X	X	X	X
X	X	X	X
X	X	X	X

 or (+) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X
X	X	X	X

#### Conventional Gasoline

##### Conventional Regular Unleaded

Transport Load  
Short Transport Load  
Tank Wagon Load

(-) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X
X	X	X	X

 or (+) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X
X	X	X	X

(-) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X
X	X	X	X

 or (+) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X
X	X	X	X

##### Conventional Midgrade Unleaded

Transport Load  
Short Transport Load  
Tank Wagon Load

(-) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X
X	X	X	X

 or (+) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X
X	X	X	X

(-) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X
X	X	X	X

 or (+) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X
X	X	X	X

Conventional Premium Unleaded

Transport Load  
Short Transport Load  
Tank Wagon Load

(-) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

 or  
(-) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

 or  
(+) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

 or  
(+) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

Ethanol Blended Gasoline

E10 (10% ethanol and 90% gasoline)

Transport Load  
Short Transport Load  
Tank Wagon Load

(-) \$0. 

0	0	3	5
X	X	X	X
X	X	X	X

 or  
(-) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

 or  
(+) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

 or  
(+) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

E85 (85% ethanol and 15% gasoline)

Transport Load  
Short Transport Load  
Tank Wagon Load

(-) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

 or  
(-) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

 or  
(+) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

 or  
(+) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

Finished Aviation Gasoline

Transport Load  
Short Transport Load  
Tank Wagon Load

(-) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

 or  
(-) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

 or  
(+) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

 or  
(+) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

Kerosene-Type Jet Fuel

JP-5

Transport Load  
Short Transport Load  
Tank Wagon Load

(-) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

 or  
(-) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

 or  
(+) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

 or  
(+) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

JP-8

Transport Load  
Short Transport Load  
Tank Wagon Load

(-) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

 or  
(-) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

 or  
(+) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

 or  
(+) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

Jet-A Aviation Turbine Fuel

Transport Load  
Short Transport Load

(-) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

 or  
(-) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

 or  
(+) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

 or  
(+) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

(-) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

 or  
(-) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

 or  
(+) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

(-) \$0. 

0	0	3	5
X	X	X	X
X	X	X	X

 or  
(-) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

 or  
(+) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

(-) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

 or  
(-) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

 or  
(+) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

(-) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

 or  
(-) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

 or  
(+) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

(-) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

 or  
(-) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

 or  
(+) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

(-) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

 or  
(-) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

 or  
(+) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

(-) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

 or  
(-) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

 or  
(+) \$0. 

X	X	X	X
X	X	X	X
X	X	X	X

**Diesel Fuel**

**Diesel Emission Fluid (DEF)**

Cost	\$0.00
Cost	\$0.00
Cost	\$0.00

Tank Wagon Load

(-) \$0.     or (+) \$0.

(-) \$0.     or (+) \$0.

**Ultra Low Sulfur Diesel (15 ppm and under Sulfur)**

Transport Load  
Short Transport Load  
Tank Wagon Load

(-) \$0.     or (+) \$0.

(-) \$0.     or (+) \$0.

**Low Sulfur Diesel (Greater than 15 to 500 ppm Sulfur)**

Transport Load  
Short Transport Load  
Tank Wagon Load

(-) \$0.     or (+) \$0.

(-) \$0.     or (+) \$0.

**High Sulfur Non-Highway Diesel (Greater than 500 ppm Sulfur)**

Transport Load  
Short Transport Load  
Tank Wagon Load

(-) \$0.     or (+) \$0.

(-) \$0.     or (+) \$0.

**Biodiesel Blends**

**B2 (2% biodiesel and 98% diesel)**

Transport Load  
Short Transport Load  
Tank Wagon Load

(-) \$0.     or (+) \$0.

(-) \$0.     or (+) \$0.

**B5 (5% biodiesel and 95% diesel)**

Transport Load  
Short Transport Load  
Tank Wagon Load

(-) \$0.     or (+) \$0.

(-) \$0.     or (+) \$0.

**B10 (10% biodiesel and 90% diesel)**

Transport Load

(-) \$0.     or (+) \$0.

(-) \$0.     or (+) \$0.

B20 (20% biodiesel and 80% petroleum diesel)

Short Transport Load  
Tank Wagon Load

Transport Load  
Short Transport Load  
Tank Wagon Load

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(-) \$0.        
(-) \$0.

or

(+) \$0.        
(+) \$0.

or

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(+) \$0.        
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or

(-) \$0.        
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(-) \$0.        
(-) \$0.

or

(+) \$0.        
(+) \$0.

or

(-) \$0.        
(-) \$0.

Heyworth

(-) \$0.  0  0  3  5  
or  
(-) \$0.  X  X  X  X  
or  
(-) \$0.  X  X  X  X

(-) \$0.  0  0  6  0  
or  
(-) \$0.  X  X  X  X  
or  
(-) \$0.  X  X  X  X

(-) \$0.  0  0  8  5  
or  
(-) \$0.  X  X  X  X  
or  
(-) \$0.  X  X  X  X

(-) \$0.  X  X  X  X  
or  
(-) \$0.  X  X  X  X  
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(-) \$0.  X  X  X  X  
or  
(-) \$0.  X  X  X  X  
or  
(-) \$0.  X  X  X  X

Kankakee

(-) \$0.  0  0  3  5  
or  
(-) \$0.  X  X  X  X  
or  
(-) \$0.  X  X  X  X

(-) \$0.  0  0  6  0  
or  
(-) \$0.  X  X  X  X  
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(-) \$0.  0  0  8  5  
or  
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(-) \$0.  X  X  X  X  
or  
(-) \$0.  X  X  X  X  
or  
(-) \$0.  X  X  X  X

Lemont

(-) \$0.  0  0  3  5  
or  
(-) \$0.  X  X  X  X  
or  
(-) \$0.  X  X  X  X

(-) \$0.  0  0  6  0  
or  
(-) \$0.  X  X  X  X  
or  
(-) \$0.  X  X  X  X

(-) \$0.  0  0  8  5  
or  
(-) \$0.  X  X  X  X  
or  
(-) \$0.  X  X  X  X

(-) \$0.  X  X  X  X  
or  
(-) \$0.  X  X  X  X  
or  
(-) \$0.  X  X  X  X

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or  
(-) \$0.  X  X  X  X  
or  
(-) \$0.  X  X  X  X





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Norris City

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 or (+) \$0. 

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X	X	X	X

 or (+) \$0. 

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 or (+) \$0. 

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 or (+) \$0. 

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(-) \$0.     or (+) \$0.



## REVISED - Market Differential Price Proposal, Excluding Transportation Costs

Offerors must submit their pricing proposal using the spreadsheet provided by the City of Fort Worth, with no changes to the spreadsheet formatting. All four digits to the right of the decimal point must be completed by the offeror. If one or more of the four digits called for are omitted by the offeror, the City of Fort Worth will assume the value of the omitted digit(s) to be zero. Offerors should place an "X" in any cell that they are not proposing to offer.

### OPIS Rack Market:

Peoria

Robinson

#### Reformulated Gasoline

##### Reformulated Regular Unleaded

Transport Load  
Short Transport Load  
Tank Wagon Load

(-) \$0.  0  0  3  5  
 or  
 (-) \$0.  X  X  X  X  
 or  
 (-) \$0.  X  X  X  X

or  
 (+) \$0.  X  X  X  X  
 or  
 (+) \$0.  X  X  X  X  
 or  
 (+) \$0.  X  X  X  X

(-) \$0.  0  0  3  5  
 or  
 (-) \$0.  X  X  X  X  
 or  
 (-) \$0.  X  X  X  X

or  
 (+) \$0.  X  X  X  X  
 or  
 (+) \$0.  X  X  X  X  
 or  
 (+) \$0.  X  X  X  X

##### Reformulated Midgrade Unleaded

Transport Load  
Short Transport Load  
Tank Wagon Load

(-) \$0.  0  0  6  0  
 or  
 (-) \$0.  X  X  X  X  
 or  
 (-) \$0.  X  X  X  X

or  
 (+) \$0.  X  X  X  X  
 or  
 (+) \$0.  X  X  X  X  
 or  
 (+) \$0.  X  X  X  X

(-) \$0.  0  0  6  0  
 or  
 (-) \$0.  X  X  X  X  
 or  
 (-) \$0.  X  X  X  X

or  
 (+) \$0.  X  X  X  X  
 or  
 (+) \$0.  X  X  X  X  
 or  
 (+) \$0.  X  X  X  X

##### Reformulated Premium Unleaded

Transport Load  
Short Transport Load  
Tank Wagon Load

(-) \$0.  0  0  8  5  
 or  
 (-) \$0.  X  X  X  X  
 or  
 (-) \$0.  X  X  X  X

or  
 (+) \$0.  X  X  X  X  
 or  
 (+) \$0.  X  X  X  X  
 or  
 (+) \$0.  X  X  X  X

(-) \$0.  0  0  8  5  
 or  
 (-) \$0.  X  X  X  X  
 or  
 (-) \$0.  X  X  X  X

or  
 (+) \$0.  X  X  X  X  
 or  
 (+) \$0.  X  X  X  X  
 or  
 (+) \$0.  X  X  X  X

#### Conventional Gasoline

##### Conventional Regular Unleaded

Transport Load  
Short Transport Load  
Tank Wagon Load

(-) \$0.  X  X  X  X  
 or  
 (-) \$0.  X  X  X  X  
 or  
 (-) \$0.  X  X  X  X

or  
 (+) \$0.  X  X  X  X  
 or  
 (+) \$0.  X  X  X  X  
 or  
 (+) \$0.  X  X  X  X

(-) \$0.  X  X  X  X  
 or  
 (-) \$0.  X  X  X  X  
 or  
 (-) \$0.  X  X  X  X

or  
 (+) \$0.  X  X  X  X  
 or  
 (+) \$0.  X  X  X  X  
 or  
 (+) \$0.  X  X  X  X

##### Conventional Midgrade Unleaded

Transport Load  
Short Transport Load  
Tank Wagon Load

(-) \$0.  X  X  X  X  
 or  
 (-) \$0.  X  X  X  X  
 or  
 (-) \$0.  X  X  X  X

or  
 (+) \$0.  X  X  X  X  
 or  
 (+) \$0.  X  X  X  X  
 or  
 (+) \$0.  X  X  X  X

(-) \$0.  X  X  X  X  
 or  
 (-) \$0.  X  X  X  X  
 or  
 (-) \$0.  X  X  X  X

or  
 (+) \$0.  X  X  X  X  
 or  
 (+) \$0.  X  X  X  X  
 or  
 (+) \$0.  X  X  X  X



**Diesel Fuel**

Diesel Emission Fluid (DEF)

Cost	\$0.00	Small Gallon Container
Cost	\$0.00	55 Gallon Container
Cost	\$0.00	Bulk Gallon Containment

Tank Wagon Load

(-) \$0.     or (+) \$0.

(-) \$0.     or (+) \$0.

(-) \$0.     or (+) \$0.

Ultra Low Sulfur Diesel (15 ppm and under Sulfur)

Transport Load  
Short Transport Load  
Tank Wagon Load

(-) \$0.     or (+) \$0.

(-) \$0.     or (+) \$0.

(-) \$0.     or (+) \$0.

Low Sulfur Diesel (Greater than 15 to 500 ppm Sulfur)

Transport Load  
Short Transport Load  
Tank Wagon Load

(-) \$0.     or (+) \$0.

(-) \$0.     or (+) \$0.

(-) \$0.     or (+) \$0.

High Sulfur Non-Highway Diesel (Greater than 500 ppm Sulfur)

Transport Load  
Short Transport Load  
Tank Wagon Load

(-) \$0.     or (+) \$0.

(-) \$0.     or (+) \$0.

(-) \$0.     or (+) \$0.

**Biodiesel Blends**

B2 (2% biodiesel and 98% diesel)

Transport Load  
Short Transport Load  
Tank Wagon Load

(-) \$0.     or (+) \$0.

(-) \$0.     or (+) \$0.

(-) \$0.     or (+) \$0.

B5 (5% biodiesel and 95% diesel)

Transport Load  
Short Transport Load  
Tank Wagon Load

(-) \$0.     or (+) \$0.

(-) \$0.     or (+) \$0.

(-) \$0.     or (+) \$0.

B10 (10% biodiesel and 90% diesel)

Transport Load

(-) \$0.     or (+) \$0.

B20 (20% biodiesel and 80% petroleum diesel)

Short Transport Load  
Tank Wagon Load

Transport Load  
Short Transport Load  
Tank Wagon Load

(-) \$0.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	or	(+) \$0.	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
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Rockford

(-) \$0. 

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X	X	X	X
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 or (+) \$0. 

X	X	X	X
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X	X	X	X

(-) \$0. 

0	0	6	0
X	X	X	X
X	X	X	X
X	X	X	X

 or (+) \$0. 

X	X	X	X
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X	X	X	X
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(-) \$0. 

0	0	8	5
X	X	X	X
X	X	X	X
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 or (+) \$0. 

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 or (+) \$0. 

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 or (+) \$0. 

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Wood River

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 or (+) \$0. 

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 or (+) \$0. 

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 or (+) \$0. 

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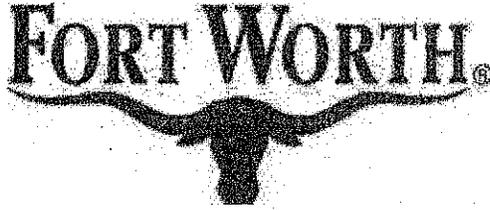
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**PURCHASING DIVISION**  
**REQUEST FOR PROPOSALS (RFP)**  
 for  
**MOTOR FUELS AND AVIATION FUELS**

**RFP No.14-0121**

ISSUED: June 4, 2014

PROPOSAL SUBMISSION DEADLINE:

**\*\*\*\*\* Thursday, July 10, 2014 by 1:30PM Local Time \*\*\*\*\***

*NO LATE PROPOSALS WILL BE ACCEPTED*

<p><b><u>RESPONSES SHALL BE DELIVERED TO:</u></b></p> <p>CITY OF FORT WORTH PURCHASING DIVISION          LOWER LEVEL          1000 THROCKMORTON STREET          FORT WORTH, TEXAS 76102</p>	<p><b><u>RESPONSES SHALL BE MAILED TO:</u></b></p> <p>CITY OF FORT WORTH PURCHASING DIVISION          LOWER LEVEL          1000 THROCKMORTON STREET          FORT WORTH, TEXAS 76102</p>
<p><b>Pre-Proposal Conference will be held:</b></p> <p>Thursday, June 19, 2014 at 10:00 A.M. (Local Time) at the Transportation and Public Works (TPW) Department, Training Room, 5001 James Avenue, Fort Worth, Texas 76115.</p> <p>*****</p>	<p><b>NAME AND ADDRESS OF COMPANY SUBMITTING PROPOSAL:</b></p> <p>_____</p> <p>_____</p> <p>_____</p>
<p><b>FOR ADDITIONAL INFORMATION REGARDING THIS RFP PLEASE CONTACT:</b></p> <p><b>Darian Gavin, Contract Compliance Specialist</b>  <b><u>Darian.Gavin@FortWorthTexas.gov</u></b></p> <p>*****</p> <p><b>RETURN THIS COVER SHEET WITH RESPONSE TO:</b></p> <p><b>Darian Gavin</b>  <b>Contract Compliance Specialist</b>  <b>Purchasing Division</b>  <b>1000 Throckmorton Street, Lower Level</b>  <b>Fort Worth, Texas 76102</b></p>	<p>Contact Person: _____</p> <p>Title: _____</p> <p>Phone: ( ) _____</p> <p>Fax: ( ) _____</p> <p>Email: _____</p> <p>Signature: _____</p> <p>Printed Name: _____</p>
<p>Acknowledgment of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____</p>	

## Request for Proposals

### Section I - General Provisions

#### **1.0 GENERAL INFORMATION**

- 1.1 The City of Fort Worth, Texas (herein "the City"), intends to establish, through a competitive sealed proposal process, a cooperative motor fuels and aviation fuels contract for use by public agencies throughout the forty-eight contiguous United States. The City historically managed a local cooperative fuel contract for twenty seven agencies in the Fort Worth-Dallas metropolitan area, and desires to replace a broader cooperative agreement currently in place on behalf of agencies nationwide. The term of the Master Agreement will be for up to five (5) years, consisting of one (1) initial year term and four (4) one-year renewal terms.
- 1.2 The City, as the Principal Procurement Agency (or "PPA"), as defined in Attachment A, has partnered with National Intergovernmental Purchasing Alliance Company (herein "National IPA") to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The city is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment A contains additional information on National IPA and the cooperative purchasing agreement.
- 1.3 National IPA is the public sector arm of Provista, a multi-industry supply chain improvement company providing group organization and business solutions in various markets nationwide. We partner with sister company, Novation, to leverage over \$43 billion in annual supply spend to command the best prices on products and services. With corporate, pricing and sales commitments from the Supplier. National IPA provides marketing and administrative support for the awarded supplier(s) that directly promotes the successful supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The awarded supplier benefits from a contract that allows Participating Public Agencies to directly purchase products and services without the awarded supplier's need to respond to additional competitive solicitations. As such, the successful supplier or supplier(s) must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents (Attachment A).
- 1.4 The annual purchases among all Participating Agencies, including the City, are estimated to be 50 million gallons. These estimates are for aggregate usage across all fuel products, and are provided for general magnitude only. While these volume estimates do not constitute any volume commitments or guarantees by the City, Participating Agencies or National IPA, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

**\*\*\* PLEASE NOTE \*\*\* THIS IS NOT AN IFB \*\*\***

- 1.5 This solicitation is a Request for Proposals (RFP). It is NOT an Invitation For Bids (IFB). In the IFB process, award is made to the lowest responsible and responsive bidder. In the RFP process, award is made to the responsible Supplier or Supplier(s) whose proposal is most advantageous to the City.
- 1.6 To respond to this RFP, interested Suppliers must include a response to all criteria that are listed in the Proposal Evaluation Requirements section: Method of Approach, Price Proposal and Qualifications and Experience. Failure to include a response to all the evaluation criteria may be cause for rejection.
- 1.7 Attendance at the Pre-Proposal Conference is highly encouraged. The conference will be used to explain the RFP process and clarify the contents of this solicitation. If a Supplier is unable to attend the Pre-Proposal Conference, questions should be directed to the Contract Officer whose name appears above.
- 1.8 Requirements, qualifications, and specifications are defined in detail in the Scope of Work Section of this Request for Proposal (RFP).

**2.0 DEFINITIONS**

- 2.1 Addendum A written revision to this solicitation document, issued to all Prospective Offerors.
- 2.2 Buyer The City of Fort Worth or Participating Agency
- 2.3 City The City of Fort Worth
- 2.4 Contract Terms and conditions that substantially conform to this RFP's General and /Master Special Clauses that will be finalized through negotiation and executed by the Successful Offeror and the City.
- 2.5 Agreement
- 2.6 Deliverable Any products, services, report, software, hardware, data, documentation, or other tangible item that the Successful Offeror is required to provide to the City under the terms of a Contract.
- 2.7 Prospective Individual or firm who has received a copy of the RFP.
- 2.8 Proposer Individual or firm that submits a proposal in response to this RFP.
- 2.9 Successful Proposer The firm(s) that is(are) awarded a contract by the City of Fort Worth
- 2.10 National IPA Cooperative purchasing partner of the City of Fort Worth, who will administer, market and promote the Contract nationally in conjunction with the Successful Proposer(s)
- 2.11 OPIS Oil Price Information Service
- 2.12 PACS Parks and Community Services Department
- 2.13 Participating Agency Any agency that participates or is eligible to participate in the Master Agreement, including cities, counties, states, K-12, Higher Education, Non-profit, and agencies for public benefit that agree to utilize the resulting City of Fort Worth Master Agreement through the National IPA program.
- 2.14 Supplier A Proposer or an individual, partnership or corporation that is responsible for the performance of services under of a contract awarded by the City, a Successful Proposer.

### 3.0 **SUBMISSION OF PROPOSALS**

3.1 One original and six (6) copies of all Proposal documents and two (2) electronic copies on compact disc (CD) or flash drive shall be submitted in sealed packages. Supplier's name and address should be marked on the outside of the envelope. Facsimile transmittals or offers communicated by telephone will not be accepted or considered. Proposal information that is not submitted in sealed packages will not be considered.

#### 3.2 **Mail or Deliver Responses to the Following Address**

City of Fort Worth  
Purchasing Division  
1000 Throckmorton Street, Lower Level  
Fort Worth, Texas 76102

#### 3.3 **DELIVERY OF SUBMITTALS**

Proposals must be received in the City of Fort Worth's Purchasing Division no later than 1:30 PM, Thursday, July 10, 2014. The submitting Supplier is responsible for the means of delivering the Proposals to the location listed in paragraph 3.2 on time. Delays due to any instrumentality used to transmit the Proposals including delay occasioned by the Supplier or the City of Fort Worth's internal mailing system will be the responsibility of the Supplier. Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The time and date stamp clock in City of Fort Worth (City) Purchasing Division is the official clock for determining whether submittals are submitted timely. **Late Proposal documents will not be accepted under any circumstances.**

### 4.0 **PROPRIETARY INFORMATION**

4.1 If a Supplier does not desire proprietary information in the Proposal to be disclosed, it is required to identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Supplier fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon public request.

4.2 Suppliers are advised that the City, to the extent permitted by law, will protect the confidentiality of their Proposals. Suppliers shall consider the implications of the Texas Public Information Act, particularly after the RFP process has ceased and the Contract has been awarded. While there are provisions in the Texas Public Information Act to protect proprietary information, where the Supplier can meet certain evidentiary standards, please be advised that a determination on whether those standards have been met will not be decided by the City of Fort Worth Purchasing Division, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City will notify the Supplier, who may then request an opinion from the Attorney General pursuant to §552.305, Texas Government Code. The City will not make a request of the Attorney General.

## 5.0 COMPLETION OF RESPONSES

- 5.1 Information presented by Suppliers in their Proposals will be used to evaluate the qualifications and cost structure of the proposed fuel program and to determine the supplier(s) which will be selected to provide the aforementioned products and services to the City, other Participating Agencies, and National IPA.
- 5.2 Responses shall be completed in accordance with the requirements of this RFP. Statements made by a supplier(s) shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.
- 5.3 Proposals shall be on 8-1/2" X 11" pages (one side only) using a font size no smaller than 11 point and one inch margins.
- 5.4 Requirements

The following outline has been prepared to assist Proposers in the preparation of their proposal by clarifying certain components of the evaluation criteria categories. All respondents should adhere to the format shown below to help expedite the interview process.

### 5.4.1 Supplier/Team

- Name of company
- Type of organization / description of core competency
- Contact person submitting the proposal, address, and telephone number(s).

### 5.4.2 Description of the Suppliers' Contract Management Team

- Resumes and descriptions of experience of principals/associates who will be assisting in the management of the City's fuel agreement.
- State number of years Supplier has been in business.
- Indicate number of team members by technical discipline, professional registration, education, and experience, which are anticipated to be working on the agreement.

### 5.4.3 Experience

- Provide an organization plan for management of the City's program. The Supplier/team should designate experienced professional and technical staff to competently and efficiently perform the work, either through their own personnel or sub-Suppliers. The Supplier/team must demonstrate a high level of expertise in fuels and fuel delivery. Identify the project team composition, project leadership, reporting responsibilities, and address how sub-contractors will fit into the management structure.

#### 5.4.4 Description of Supplier's/Team's Strengths

- Location of office(s)
- Competitive advantages over competition
- Unique service offerings
- Computer programs and management systems utilized
- Internal and external audit controls
- Reporting capabilities

#### 5.4.5 Fee Schedule

- Using Attachment B – Rack Market Differential Pricing Spreadsheet, Proposers shall offer the City of Ft. Worth pricing based on market differentials using an Oil Price Information Service, OPIS benchmark index as described in the Pricing section of this RFP. Provide a list of Rack Cities at which the Proposer provides fuel that are not listed on the spreadsheet. Describe any other index that allows for the most competitive pricing in sufficient amounts of fuel for agencies nationwide.
- Provide a freight model that clearly identifies how freight will be calculated. Describe the different types of transport loads available (e.g. transport load, short transport load, tank wagon, split loads) and describe how pricing or freight may change with varying transport loads.
- Provide payment terms available to agencies nationwide.

### 6.0 **CLARIFICATIONS AND ISSUANCE OF ADDENDA**

- 6.1 Any explanation, clarification, or interpretation desired by a Supplier regarding any part of this RFP must be requested from Darian Gavin, Contract Compliance Specialist, at least 15 days prior to the published submission deadline, as referenced in Section I, paragraph 3.3 of this RFP.
- 6.2 If the City, in its sole discretion, determines that a clarification is required, such clarification shall be issued in writing. Interpretations, corrections or changes to the RFP made in any other manner other than writing are not binding upon the City, and Suppliers shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding.
- 6.3 Requests for explanations or clarifications may be faxed to the City of Fort Worth at (817) 392-8440 or emailed to [Darian.Gavin@FortWorthTexas.gov](mailto:Darian.Gavin@FortWorthTexas.gov). Emails and Faxes must clearly identify the RFP Number and Title.
- 6.4 Any interpretations, corrections or changes to this RFP will be made by addendum. Sole issuing authority of addenda shall be vested in the City of Fort Worth Purchasing Division. Suppliers shall acknowledge receipt of all addenda within the responses.

### 7.0 **WITHDRAWAL OF PROPOSALS**

A representative of the Supplier may withdraw a Proposal at any time **prior to** the RFP submission deadline, upon presentation of acceptable identification as a representative of such Supplier.

**8.0 AWARD OF CONTRACT**

- 8.1 It is understood that the City reserves the right to accept or reject any and all Proposals and to re-solicit for Proposals, as it shall deem to be in the best interests of the City. Receipt and consideration of any Proposals shall under no circumstances obligate the City to accept any Proposals. If an award of contract is made, it shall be made to the responsible Supplier(s) whose Proposal(s) is determined to be the best evaluated offer taking into consideration the relative importance of the evaluation factors set forth in this RFP.
- 8.2 The City reserves the right to award a single contract or multiple contracts. The City anticipates awarding a primary and secondary supplier for each of the 48 contiguous United States and the District of Columbia as a result of this RFP. The City's preference is to make such awards to suppliers that provide the broadest geographical coverage and fuel product coverage possible, while meeting the scope of this RFP. However, awards may be made to a supplier(s) whose proposal is evaluated to be the best for a specific state, or for a particular type of fuel to be purchased within a state. It is not anticipated that awards will be made for geographical territories smaller than the boundaries of any one of the forty-eight contiguous United States or the District of Columbia. **Suppliers are encouraged to submit proposals that demonstrate their core competency as contemplated by the scope of this RFP, even if that core competency is for a specific geographic region smaller than the national scope or a specific fuel product rather than all fuel products specified in this RFP.** Please complete the following checklist to summarize for the City the geographic coverage that your core competency allows you to adequately propose to service under the requirements of this RFP:

Geographic Area to be serviced by Supplier	Capable of Servicing? (Yes / No)
All 48 Contiguous United States including the District of Columbia (if Yes, then no need to identify states individually below)	
Alabama	
Arizona	
Arkansas	
California	
Colorado	
Connecticut	
Delaware	
Florida	
Georgia	
Idaho	
Illinois	
Indiana	
Iowa	
Kansas	
Kentucky	
Louisiana	
Maine	
Maryland	
Massachusetts	
Michigan	

Minnesota	
Mississippi	
Missouri	
Montana	
Nebraska	
Nevada	
New Hampshire	
New Jersey	
New Mexico	
New York	
North Carolina	
North Dakota	
Ohio	
Oklahoma	
Oregon	
Pennsylvania	
Rhode Island	
South Carolina	
South Dakota	
Tennessee	
Texas	
Utah	
Vermont	
Virginia	
Washington	
West Virginia	
Wisconsin	
Wyoming	
District of Columbia	

### 8.3 Tentative Schedule of Events

RFP Release Date	June 4, 2014
Pre-proposal Conference	June 19, 2014, 10:00 AM
Deadline for Questions	June 26, 2014, 5:00 PM
Proposals Due Date	July 10, 2014, by 1:30 PM (Local Time)
Evaluations	July 10, 2014 through July 25, 2014
Interviews and Selection	July 25, 2014 through August 22, 2014
Contract Negotiations	August 22, 2014 through September 9, 2014
City Council Consideration	October 2014
Notice to Proceed (anticipated)	October 2014

### 9.0 **PERIOD OF ACCEPTANCE**

Supplier acknowledges that by submitting the Proposal, Supplier makes an offer that, if accepted in whole or in part by the City, constitutes a valid and binding contract as to any and all items accepted in writing by the City. The period of acceptance of proposals is 180 calendar days from the date of opening, unless the Supplier notes a different period in their proposal.

### 10.0 **COST INCURRED IN RESPONDING**

All costs directly or indirectly related to preparation of a response to this RFP, or any oral presentation required supplementing and/or clarifying a Proposal which may be required by the City, shall be the sole responsibility of and shall be borne by the Supplier.

### 11.0 **NEGOTIATIONS**

The City reserves the right to negotiate all elements that comprise the successful Supplier's response to ensure that the best possible consideration be afforded to all concerned.

### 12.0 **CONTRACT INCORPORATION**

The contract documents shall include the RFP, the Response to the RFP and such other terms and conditions as the parties may agree, including all exhibits and agreements pertaining to the national cooperative program through National IPA.

### 13.0 **NON-ENDORSEMENT**

If a Proposal is accepted, the successful Supplier shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City of Fort Worth's endorsement of the successful Supplier's services.

### 14.0 **UNAUTHORIZED COMMUNICATIONS**

Proposers' contact regarding this RFP with employees or officials of the City other than the Purchasing Manager may result in disqualification from this procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP.

**15.0 PROPOSAL EVALUATION PROCESS AND CRITERIA**

The City's Evaluation Team will review all responsive submittals and select the best evaluated proposals for further interview.

**15.1 PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)**

- 15.1.1 Method of Approach
- 15.1.2 Price Proposal
- 15.1.3 Qualifications & Experience

**15.2 REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA:** The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

**15.2.1 General Evaluation Criteria**

- A. Method of Approach
  - 1. Response to Section II General Scope of Work
  - 2. Response to Section III City of Fort Worth Technical Specification
  - 3. Response to National IPA Proposal Exhibit A
  - 4. Acknowledgement and Acceptance of National IPA Exhibits B-F

- B. Price Proposal
- C. Qualifications and Experience

15.2.2	Evaluation Weights	
	A. Responsiveness and clarity of proposal	10
	B. Ability to meet City of Fort Worth Specifications	25
	C. National Program	20
	D. Qualifications	15
	E. Contract Cost	30

**15.3 GENERAL**

15.3.1 **Shortlist:** The City reserves the right to shortlist the suppliers on Method of Approach, Price Proposal, or Qualifications and Experience criteria individually or collectively. However, the City may determine that shortlisting is not necessary.

15.3.2 **Interviews/Demonstrations:** The City reserves the right to conduct interviews and/or product demonstrations with some or all of the suppliers at any point during the evaluation process. However, the City may determine that interviews and/or demonstrations are not necessary. In the event these are conducted, information provided during the interview and/or demonstration process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the supplier for the costs associated with the interview and/or demonstration process.

15.3.3 **Additional Investigations:** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any supplier submitting a proposal.

15.3.4 **Prior Experience:** Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

## **Section II - Standard Terms and Conditions**

These standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the Proposals are accepted by the City of Fort Worth.

### **1.0 DEFINITION OF BUYER**

The City of Fort Worth, its officers, agents, servants, authorized employees, contractors and subcontractors who act on behalf of various City departments, bodies or agencies.

### **2.0 DEFINITION OF SELLER**

The consultant, contractor, supplier, Supplier or other provider of goods and/or services, its officers, agents, servants, employees, contractors and subcontractors who act on behalf of the entity under a contract with the City of Fort Worth.

### **3.0 PUBLIC INFORMATION**

Any information submitted to the City of Fort Worth (the "City") could be requested by a member of the public under the Texas Public Information Act. *See* TEX. GOV'T CODE ANN. §§ 552.002, 552.128(c) (West Supp. 2006). If the City receives a request for a Seller's information, the Seller listed in the request will be notified and given an opportunity to make arguments to the Texas Attorney General's Office (the "AG") regarding reasons the Seller believes that its information may not lawfully be released. If Seller does not make arguments or the AG rejects the arguments Seller makes, Seller's information will be released.

### **4.0 PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**

No officer or employee of Buyer shall have a financial interest, direct or indirect, in any contract with Buyer or be financially interested, directly or indirectly, in the sale to Buyer of any land, materials, supplies or services, except on behalf of Buyer as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, expressed or implied, of the person or corporation contracting with the City Council shall render the contract invalid by the City Manager or the City Council. (Chapter XXVII, Section 16, City of Fort Worth Charter)

### **5.0 ORDERS**

5.1 No employees of the Buyer or its officers, agents, servants, contractors and subcontractors who act on behalf of various City departments, bodies or agencies are authorized to place orders for goods and services without providing approved contract numbers, purchase order numbers, or release numbers issued by the Buyer. The only exceptions are Purchasing Card orders and bona fide emergencies. In the case of emergencies, the Buyer's Purchasing Division will place such orders.

5.2 Acceptance of an order and delivery on the part of the Seller without an approved contract number, purchase order number, or release number issued by the Buyer may result in rejection of delivery, return of goods at the Seller's cost and/or non-payment.

**6.0 SELLER TO PACKAGE GOODS**

Seller will package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase change order number; (c) Container number and total number of container, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Seller shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

**7.0 SHIPMENT UNDER RESERVATION PROHIBITED**

Seller is not authorized to ship fuel under reservation, and no tender of a bill of lading will operate as a tender of goods.

**8.0 TITLE AND RISK OF LOSS**

The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery after inspection and acceptance of the goods.

**9.0 DELIVERY TERMS AND TRANSPORTATION CHARGES**

Freight terms shall be as specified in the General Scope of Work section of this RFP under Delivery /Freight, unless delivery terms are specified otherwise in Seller's proposal. Buyer agrees to reimburse Seller for transportation costs in the amount specified in Seller's proposal or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs; provided, Buyer shall have the right to designate what method of transportation shall be used to ship the goods.

**10.0 PLACE OF DELIVERY**

The place of delivery shall be set forth in the "Ship to" block of the purchase order, purchase change order, or release order.

**11.0 RIGHT OF INSPECTION**

Buyer shall have the right to inspect the goods upon delivery before accepting them. Seller shall be responsible for all charges for the return to Seller of any goods rejected as being nonconforming under the specifications.

**12.0 INVOICES**

12.0 Seller shall submit separate invoices in duplicate, on each purchase order or purchase change order after each delivery. Invoices shall indicate the purchase order or purchase change order number. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, should be attached to the invoice. Seller shall mail or deliver invoices to Buyer's Department and address as set forth in the block of the purchase order, purchase change order or release order entitled "Ship to." Payment shall not be made until the above instruments have been submitted after delivery and acceptance of the goods and/or services.

- 12.1 Seller shall not include Federal Excise, State or City Sales Tax in its invoices to the City. The City shall furnish a tax exemption certificate. See Page 22, 23, Paragraph 3.3, 3.3.1, 3.3.2, 3.3.3, 3.3.4, and 3.3.5 Taxes for details on applicable taxes. Please note and apply to any changes term changes.

**13.0 PRICE WARRANTY**

- 13.1 The price to be paid by Buyer shall be that contained in Seller's proposal which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to Seller's current prices on orders by others, or in the alternative upon Buyer's option, Buyer shall have the right to cancel this contract without liability to Seller for breach or for Seller's actual expense.
- 13.2 Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee, excepting bona fide employees of bona fide established commercial or selling agency is maintained by Seller for the purpose of securing business. For breach or violation of this warranty, Buyer shall have the right, in addition to any other right or rights arising pursuant to said purchase(s), to cancel this contract without liability and to deduct from the contract price such commission percentage, brokerage or contingent fee, or otherwise to recover the full amount thereof.

**14.0 PRODUCT WARRANTY**

Seller shall not limit or exclude any express or implied warranties and any attempt to do so shall render this contract avoidable at the option of Buyer. Seller warrants that the goods furnished will conform to Buyer's specifications, drawings and descriptions listed in the request for proposal, and the sample(s) furnished by Seller, if any. In the event of a conflict between Buyer's specifications, drawings, and descriptions, Buyer's specifications shall govern.

**15.0 SAFETY WARRANTY**

Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970, as amended. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at Seller's expense. In the event Seller fails to make appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense. Where no correction is or can be made Seller shall refund all monies received for such goods with thirty (30) days after request is made therefore and confirmed in writing: failure to do so shall constitute breach and cause this contract to terminate immediately.

**16.0 NO WARRANTY BY BUYER AGAINST INFRINGEMENTS OF PATENTS, COPYRIGHTS OR TRADE SECRETS**

As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with Buyer's specifications attached to Buyer's request for proposal will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to Buyer's specification will not give rise to such a claim and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like, if Seller is of the opinion that an infringement or the like will

result, he will notify Buyer to this effect in writing within two (2) weeks after the award of this proposal, if Buyer does not receive notice and is subsequently held liable for infringement of the like, Seller will indemnify for the full dollar amount thereof. If Seller in good faith ascertains within two (2) weeks after the award of this proposal that production of the goods in accordance with Buyer's specification will result in infringement or the like this contract shall be null and void except that Buyer will pay Seller the reasonable cost of Seller's search as to infringement.

**17.0 PROPRIETARY RIGHTS INDEMNIFICATION**

Seller warrants that the goods do not infringe upon or violate any United States patent, copyright, or trade secret. Seller will defend at its expense any action against Buyer or Buyer as licensee to the extent that it is based on a claim that goods used within the scope of the license hereunder infringe upon a United States patent, copyright or trade secret, and Seller will pay any costs and damages finally awarded against Buyer or Buyer as licensee in such actions which is attributable to such claim. Should the products become, or in Seller's opinion be likely to become, the subject of any claim of infringement, Seller shall procure for Buyer or Buyer as licensee the right to continue using the goods, replace them or modify them to make them non-infringing, or discontinue the license of them.

**18.0 CANCELLATION**

Buyer shall have the right to cancel this contract immediately for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof, including warranties of Seller, or if Seller files for bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies, which Buyer may have in law or equity.

**19.0 TERMINATION**

The performance of work under this contract may be terminated in whole or in part by the City, with or without cause, at any time upon the delivery to Seller of a written "Notice of Termination" specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of the City as set forth in clause 13, herein.

**20.0 ASSIGNMENT - DELEGATION**

No right, interest or obligation of Seller under this contract shall be assigned or delegated without the written agreement of the City's Purchasing Manager. Any attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**21.0 WAIVER**

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration in writing and is signed by the aggrieved party.

**22.0 MODIFICATIONS**

This contract can be modified or rescinded only by a written agreement signed by both parties.

**23.0 INTERPRETATION AND PRIOR EVIDENCE**

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this agreement. Acceptance of or acquiescence in a course of performance under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this agreement, the definition contained in the UCC shall control.

**24.0 APPLICABLE LAW**

This agreement shall be governed by the Uniform Commercial Code wherever the term "Uniform Commercial Code" or "UCC" is used. It shall be construed as meaning the Uniform Commercial Code as adopted and amended in the State of Texas. Both parties agree that venue for any litigation arising from this contract shall be in Fort Worth, Tarrant County, Texas. This contract shall be governed, construed and enforced under the laws of the State of Texas.

**25.0 INDEPENDENT CONTRACTOR**

Seller shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of Buyer. Seller shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors. The doctrine of respondent superior shall not apply as between Buyer and Seller, its officers, agents, employees, contractors and subcontractors. Nothing herein shall be construed as creating a partnership or joint enterprise between Buyer and Seller, its officers, agents, employees, contractors and subcontractors.

**26.0 INDEMNIFICATION**

Seller covenants and agrees to, and does hereby, indemnify and hold harmless and defend Buyer and National IPA, and their officers and employees, from and against any and all suits or claims for damages or injuries, including death, to any and all persons or property, whether real or asserted, arising out of or in connection with any negligent act or omission on the part of the Seller, its officers, agents, servants, employees or subcontractors, and Seller does hereby assume all liability and responsibility for injuries, claims or suits for damages to persons or property, of whatsoever kind or character, whether real or asserted, occurring during or arising out of the performance of this contract as a result of any negligent act or omission on the part of the Seller, its officers, agents, servants, employees or subcontractors.

**27.0 SEVERABILITY**

In case any one or more of the provisions contained in this agreement shall for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement, which agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**28.0 FISCAL FUNDING LIMITATION**

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise available by any means whatsoever in any fiscal period for payments due under this contract, then the City will immediately notify Seller of such occurrence and this contract shall be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

**29.0 NOTICES TO PARTIES**

Notices addressed to the City pursuant to the provisions hereof shall be conclusively determined to have been delivered at the time same is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to Purchasing Manager, City of Forth Worth, Purchasing Division, 1000 Throckmorton, Fort Worth, Texas 76102, and notices to Seller shall be conclusively determined to have been delivered at the time same is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to the address given by Seller in its response to the City's request for proposal.

**30.0 NON-DISCRIMINATION**

This contract is made and entered into with reference specifically to Chapter 17, Article III, Division 3 ("Employment Practices"), of the City Code of the City of Fort Worth (1986), as amended, and Seller hereby covenants and agrees that Seller, its employees, officers, agents, contractors or subcontractors, have fully complied with all provisions of same and that no employee, participant, applicant, contractor or subcontractor has been discriminated against according to the terms of such Ordinance by Seller, its employees, officers, agents, contractor or subcontractors herein.

**31.0 RIGHT TO AUDIT**

Seller agrees that the Buyer shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine and copy any directly pertinent books, computer disks, digital files, documents, papers and records of the Seller involving transactions relating to this contract. Seller agrees that the Buyer shall have access, during normal working hours, to all necessary Seller facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. Buyer shall pay Seller for reasonable costs of any copying Buyer performs on Seller's equipment or requests Seller to provide. The Buyer shall give Seller reasonable advance notice of intended audits.

**32.0 DISABILITY**

In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Seller warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Seller or any of its subcontractors. Seller warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold Buyer and National IPA harmless against any claims or allegations asserted by third parties or subcontractors against Buyer or National IPA arising out of Seller's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this agreement.

**33.0 ENVIRONMENTAL REGULATIONS**

The City reserves the right to consider Supplier's history of citations and/or violations of environmental regulations in determining Supplier's responsibility, and further reserves the right to declare a Supplier not responsible if the history of violations warrant such determination. Supplier shall submit with their proposal a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by Supplier that there are no citations or violations. Supplier shall notify the City immediately of notice of any citation or violation, which Supplier may receive after the Proposal opening date and during the time of performance of any contract awarded to Supplier.

### Section III - General Scope of Work

#### **1.0 GENERAL REQUIREMENTS**

- 1.1 The City, as the Principal Procurement Agency, has partnered with National Intergovernmental Purchasing Alliance Company (herein "National IPA") to establish an intergovernmental agreement to supply the City of Fort Worth, Equipment Service Department and Participating Agencies within the Dallas/Fort Worth metropolitan area and in the 48 contiguous United States and the District of Columbia, with Motor Fuels and Aviation Fuels.
- 1.2 Suppliers should detail in their response their ability to service the 48 contiguous United States including District of Columbia. The City anticipates awarding a primary and secondary supplier for each of the forty-eight (48) contiguous United States and the District of Columbia as a result of this RFP. The City's preference is to make such awards to suppliers that provide the broadest geographical coverage and fuel product coverage possible, while meeting the scope of this RFP. However, awards may be made to a supplier(s) whose proposal is evaluated to be the best for a specific state, or for a particular type of fuel to be purchased within a state. It is not anticipated that awards will be made for geographical territories smaller than the boundaries of any one of the forty-eight contiguous United States or the District of Columbia. **Suppliers are encouraged to submit proposals that demonstrate their core competency as contemplated by the scope of this RFP, even if that core competency is for a specific geographic region smaller than the national scope or a specific fuel product rather than all fuel products specified in this RFP.**
- 1.3 The City of Fort Worth anticipates using an estimated 1,100,000 gallons of Reformulated and E85 Gasoline, and/or 2,500,000 gallons of (TxLED) Ultra Low Emission Diesel/Biodiesel per 12 month period.
- 1.4 The following definitions are provided to establish a common understanding of the scope of this RFP. The source for these definitions is the Energy Information Administration, which provides energy statistics for the U.S. government through the Department of Energy (<http://www.eia.doe.gov/>).
  - 1.4.1 **Biodiesel:** Any liquid bio-fuel suitable as a diesel fuel substitute or diesel fuel additive or extender. Biodiesel fuels are typically made from oils such as soybeans, rapeseed, or sunflowers, or from animal tallow. Biodiesel can also be made from hydrocarbons derived from agricultural products such as rice hulls.
  - 1.4.2 **Conventional Gasoline:** Finished motor gasoline not included in the oxygenated or reformulated gasoline categories.
  - 1.4.3 **Distillate Fuel Oil:** A general classification for one of the petroleum fractions produced in conventional distillation operations. It includes diesel fuels and fuel oils. Products known as No. 1, No. 2, and No. 4 diesel fuel are used in on-highway diesel engines, such as those in trucks and automobiles, as well as off-highway engines, such as those in railroad locomotives and agricultural machinery.
  - 1.4.4 **Finished Aviation Gasoline:** A complex mixture of relatively volatile hydrocarbons with or without small quantities of additives, blended to form a fuel suitable for use in aviation reciprocating engines. Fuel specifications are provided in ASTM Specification D 910 and Military Specification MIL-G-5572.

- 1.4.5 **Finished Motor Gasoline:** A complex mixture of relatively volatile hydrocarbons with or without small quantities of additives, blended to form a fuel suitable for use in spark-ignition engines. Motor gasoline, as defined in ASTM Specification D 4814 or Federal Specification VV-G-1690C, is characterized as having a boiling range of 122° to 158° degrees Fahrenheit at the 10 percent recovery point to 365° to 374° degrees Fahrenheit at the 90 percent recovery point. Motor Gasoline includes conventional gasoline; all types of oxygenated gasoline, including gasohol; and reformulated gasoline, but excludes aviation gasoline. Finished motor gasoline includes all ethanol-blended gasoline (e.g. E10, E85).
- 1.4.6 **Kerosene-Type Jet Fuel:** A kerosene-based product having a maximum distillation temperature of 400° degrees Fahrenheit at the 10-percent recovery point and a final maximum boiling point of 572° degrees Fahrenheit and meeting ASTM Specification D 1655 and Military Specifications MIL-T-5624P and MIL-T-83133D (Grades JP-5 and JP-8). It is used for commercial and military turbojet and turboprop aircraft engines.
- 1.4.7 **OPRG:** "Oxygenated Fuels Program Reformulated Gasoline" is reformulated gasoline which is intended for use in an oxygenated fuels program control area during an oxygenated fuels program control period.
- 1.4.8 **Reformulated Gasoline (RFG):** Finished motor gasoline formulated for use in motor vehicles, the composition and properties of which meet the requirements of the reformulated gasoline regulations promulgated by the U.S. Environmental Protection Agency under Section 211(k) of the Clean Air Act. This category includes oxygenated fuels program reformulated gasoline (OPRG) but excludes reformulated gasoline blend-stock for oxygenate blending (RBOB).
- 1.4.9 **Diesel Emission Fluid (DEF):** commonly referred to as **AdBlue** in Europe and standardized as **ISO 22241** is an **Aqueous Urea Solution** made with 32.5% high-purity urea (AUS 32) and 67.5% deionized water. DEF is used as a consumable in selective catalytic reduction (SCR) in order to lower NO<sub>x</sub> concentration in the diesel exhaust emissions from diesel engines.

## 2.0 **SCOPE**

- 2.1 The general scope of this RFP includes finished motor gasoline, finished aviation gasoline, Kerosene-Type Jet Fuel, Distillate Fuel Oil for on-highway and off-highway diesel engines, and Biodiesel (collectively "Motor Fuels and Aviation Fuels"). This scope of motor fuels and aviation fuels covered by this RFP is intended to be broad and inclusive of all motor and aviation fuels used by Participating Agencies in the United States and the District of Columbia. The specifications for the City are detailed in a dedicated section of this RFP. Specifications for all other Participating Agencies are intentionally left at a general level to avoid omission of certain specifications or blends for any given Participating Agency, however Supplier is required to meet similar specification expectations as provided by the City of Fort Worth, and as specified in the definitions provided in section 1.5 above, in the provision of fuel to other Participating Agencies.
- 2.2 All fuels procured under this contract must conform to the applicable federal, state and local codes of each Participating Agency utilizing the resulting Master Agreement for each fuel type requested. This agreement requires that as legislation, both state and federal, governing the content characteristics and /or standards of Conventional Gasoline (including RVP during summer months), Ethanol Blended Gasoline, Reformulated Gasoline, Oxygenated Gasoline,

Diesel and/or Biodiesel fuel, Aviation Gasoline, and Kerosene-Type Jet Fuel could be modified that the providing Supplier shall deliver product that complies with the modified legislation. Regulations governing the standards for fuels utilized by Participating Agencies may change throughout the term of any contract resulting from this RFP, and as they change amendments may be made to any resulting contract from this RFP to reflect those modified standards. The City of Fort Worth reserves the right, at its sole discretion, to change the list of fuel types covered by any contract resulting from this RFP either by deletion of fuel types no longer needed or addition of other fuel types or fuel additives as may become necessary for Participating Agencies utilizing this agreement. When a class, type or category of fuel is to be added to this agreement, the City of Fort Worth shall supply specifications for such fuel to supplier(s) on this agreement no less than fifteen (15) days in advance of the first request for pricing for such fuels. This RFP is intended to establish a "living" contract that can be adapted to the changing needs of Participating Agencies, within the scope of the RFP for motor fuels and aviation fuels.

- 2.3 All motor fuels and aviation fuels delivered under this agreement will be of high quality and will not contain any foreign substances or water, which may damage any Participating Agency vehicle or contaminate the fuel storage tanks.
- 2.4 Participating Agencies will have their own designated representatives and methods of requesting delivery dates, sites and tracking of orders.
- 2.5 **Material Safety Data Sheets (MSDS), Safety Data Sheet (SDS), or Product Safety Data Sheet (PSDS)** sheets must be supplied for each Motor Fuel and Aviation Fuel product included in any proposal in response to this RFP. If **MSDS, SDS, or PSDS** sheets are not supplied with the proposal, the proposal may be considered non-responsive.
- 2.6 **Allocation.** In the event of a fuel shortage and/or catastrophic conditions, the Supplier must be capable of providing fuel to the City of Fort Worth and all Participating Agencies purchasing fuel on this agreement. The nature of Participating Agencies utilizing any contract resulting from this RFP is such that public safety might be jeopardized if Motor Fuels and Aviation Fuels are not delivered as ordered in the event of fuel shortages or catastrophic conditions. Supplier agrees that delivery of products covered by this RFP will be made in a priority manner to Participating Agencies to the exclusion of non-governmental agencies during times of shortages and / or catastrophes. Supplier agrees to provide a detailed contingency plan to each Participating Agency requesting such.
- 2.7 **Emergency Purchasing.** In the event that an emergency or disaster is declared by a Participating Agency according to applicable laws governing states of emergency and disasters requiring the prompt and immediate delivery of products or services, the Participating Agency reserves the right to obtain such products or services from any source, including but not limited to this contract, which will meet the needs of such emergency. Supplier shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

### **3.0 PRICING**

The basis for pricing proposals will be to utilize a formula, consisting of a Benchmark Index and a Market Differential. Descriptions of the components of this price formula are provided below.

### 3.1 Benchmark Index

The City and National IPA intend to utilize a benchmark index to establish a verifiable baseline fuel price per gallon. Recognizing that there are variations in costs to transport and provide fuel to many regions or markets of the United States, the benchmark index will be established by market rather than using one index for all Participating Agencies. The benchmark index will be based on data provided by the Oil Price Information Service (OPIS). Specifically, the OPIS Net Standard Contract Rack Report for Dallas Metro Texas File will be utilized to establish the benchmark for each Rack market, and the 10:00 A.M. EST Contract Rack Average prices for each fuel product will be the benchmark index. The OPIS Net Standard Contract Rack Report for Dallas Metro Texas is a snapshot of the Rack Average supplier posting in each OPIS rack market at approximately 10:00a.m. eastern standard time each day, including Saturday, but excluding Sunday. The snapshot includes all price moves from 6:00 p.m. the prior day up until the price file is frozen at approximately 10:00 a.m. The snapshot includes the prompt payment discounts offered by suppliers. (Example: The (Jan. 3) OPIS Standard **Contract Rack Report for Dallas Metro Texas Net Rack Average** encompasses all price moves that were made at 6:00 p.m. (Jan. 2) up until 9:59 a.m. (Jan. 3.) The benchmark index to be utilized for this agreement is based on the date of fuel delivery to the Participating Agency. The benchmark index is a daily index published by OPIS and therefore Suppliers do not need to propose the benchmark index in response to this RFP. For the sole purpose of enabling the City to evaluate all proposals consistently, the OPIS 10:00 A.M. contract net **rack average** for May 5, 2014 for each rack market will be used to evaluate the total proposed prices per gallon, including the Market Differential described below. Suppliers are required to acknowledge the intended benchmark index and pose any questions regarding the use of the index specified in their response to this RFP.

### 3.2 Market Differential

The Market Differential is to be proposed by Suppliers for each OPIS Rack market that Supplier is capable of providing motor fuels and aviation fuels from. The Market Differential is to be a four-digit decimal numerical value that is added to or subtracted from the benchmark index for a given fuel product by Rack market. The Market Differential is to include all cost and profit components determined by the Supplier, but should exclude any applicable taxes (see Taxes below) and delivery charges to Participating Agencies (see Delivery/Freight below). A Price Proposal Spreadsheet in Microsoft Excel electronic format is included, integral component of this RFP. Suppliers are required to use this Price Proposal Spreadsheet to submit their proposed Market Differential for each fuel product by Rack market. This Spreadsheet must be submitted to the City in its Microsoft Excel electronic form, with no changes to the formatting or City-designed nature of the Spreadsheet. Contract Market Differential prices are firm for the term of the contract except that price revisions will be permitted in accordance with the City of Fort Worth terms set forth herein. Proposers are required to indicate on the appropriate price proposal spreadsheets any rack markets or any fuel products specified that they are not capable of providing under the scope of this RFP rather than simply leaving the market differentials blank for that rack market or fuel product. Market Differentials left blank on the price proposal spreadsheets may be interpreted as a "zero" value for evaluation purposes.

### 3.3 Taxes

3.3.1 The City of Fort Worth and all Participating Agencies may be tax-exempt organizations regarding federal, state, and/or local taxes on motor fuels and aviation fuels. **The collection of Federal, state and local taxes on Motor Fuels and Aviation**

**Fuels may vary for each Participating Agency that will utilize any contract resulting from this RFP, and the determination of the tax exempt status of any Participating Agency shall be determined by such Participating Agency. It is the Supplier's responsibility to accurately assess, collect and remit to any taxing authority any fuel taxes after determination by the Participating Agency of its tax exempt status regarding any and all taxes on motor fuels and aviation fuels. Participating Agencies will provide tax-exempt certifications upon request. Any applicable taxes are to be added as a separate line to each invoice submitted under the terms of this RFP, and each applicable tax (e.g., federal, state, etc.) is to be separately identified on the invoice regarding the taxing authority imposing such tax to enable Participating Agencies to assess the accuracy of taxes imposed.**

3.3.2 The price for fuels under any contract awarded hereunder shall be increased by the amount of any after-imposed tax, unless the legislative, judicial or administrative act says otherwise, if the supplier states in writing that such contract price does not include any contingency for such after-imposed tax. Such increase shall be prospective only and becomes effective upon such written notice. "After-imposed tax" means any new or increased Federal, State and Local excise tax or duty, except social security or other employment taxes, on fuel purchased under any contract awarded hereunder which the supplier is required to pay or bear the burden of as the result of legislative, judicial, or administrative action taking effect after the date of contract award.

3.3.3 The price for fuels under any contract awarded hereunder shall be decreased by the amount of any after-relieved tax. Such decrease shall be effective when realized. "After-relieved tax" means any amount of Federal, State and Local excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on fuel purchased under any contract awarded hereunder which the supplier is not required to pay or bear the burden of, or for which the supplier obtains a refund or drawback, as the result of legislative, judicial or administrative action taking effect after the date of contract award.

3.3.4 The City of Fort Worth and any other Participating Agencies that fall into these guidelines, in accordance with IRS notice 88-30, is exempt from paying a federal excise tax on diesel fuel. The City of Fort Worth and any other Participating Agency, if applicable, will sign a certificate of exemption, to be maintained on file with the successful proposer for the duration of the agreement.

#### 3.4 Delay Time

The supplier will identify in the proposal response the amount to be charged for delay time on a rate per hour. Delay time is defined as the period of time in hours, or part thereof, that a delivery truck has to wait before it can deliver its load or if the ordered load does not fit.

#### 3.5 Special Allowances

Any special allowances are not included in the price. However, if the supplier extends such allowances during the term of the contract to Federal, State, Local Governments or to commercial users in the normal course of doing business, such allowances will also be available to the Participating Agencies in the maximum amount extended to others who contract to purchase fuel under similar contractual terms and conditions.

#### 4.0 ORDERS

Orders may be placed by telephone, fax or other method selected by the Participating Agency. Orders will include the specific delivery dates and sites as designated by the Participating Agency. Order and Emergency contact information for Participating Agencies will be provided by the agencies that wish to utilize this fuel agreement.

#### 5.0 DELIVERY/FREIGHT

Fuel delivery charges are to be determined separately and apart from the Market Differential discussed in the Pricing section of this RFP (i.e., the Market Differential must not include cost estimates for delivery). The number and location of storage tanks at each Participating Agency, and the number and location of each agency eligible to utilize this contract necessitate that delivery charges be determined directly between each Participating Agency electing to utilize this agreement and the awarded Supplier(s). Successful Supplier(s) will be required to quote delivery charges directly to each Participating Agency at the request of each agency. Delivery charges shall be a direct cost pass-through to the Participating Agency. No mark-up or profit shall be added to actual freight / delivery costs to a Participating Agency.

- 5.1 When determining delivery charges specific to each Participating Agency, Supplier must identify additional charges, if any, for split deliveries at different locations or for loads smaller than tank loads. The City and other Participating Agencies reserve the right to add and/or delete delivery sites during the course of this agreement.
- 5.2 Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order. Delivery shall be made in accordance with instructions on Purchase Order from each Participating Agency. Deliveries will be made in accordance with petroleum bulk storage regulations as designated by Participating Agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the supplier's obligation to seek clarification from the ordering agency.
- 5.3 Supplier's delivery trucks WILL BE EQUIPPED WITH CALIBRATED METERS to accurately measure quantities delivered. All trucks used for delivery must have the ability to measure fuel delivered and correct the recorded volume delivered to 60 degrees Fahrenheit for billing purposes. The successful Supplier awarded the agreement will adjust for volume changes by temperature variations. The Supplier shall use 60 degrees Fahrenheit as the normal temperature reading. All deliveries must be accompanied by a Delivery Ticket showing Brand or Grade and gross gallons, temperature and adjusted gallons delivered. Agencies may examine, upon request, a copy of the metered ticket showing gallons loaded into the vehicle making delivery.
- 5.4 Guaranteed delivery times for any contract resulting from this RFP will be within twenty- four (24) hours from receipt of order, or as specified by ordering agency if delivery is desired by ordering agency at some date beyond 24 hours. As much time as possible will be allowed the Supplier (with consideration for the stipulated guaranteed delivery) for making deliveries; however, the Supplier shall be capable of making bulk deliveries within 24 hours after receipt of order, especially in emergency situations. Normal deliveries are considered to be Monday thru Sunday according to the hours of operation for each site unless an emergency situation should develop. Deliveries on Saturday or Sunday shall be priced using the OPIS contract net low for the Saturday (available from OPIS if Supplier does not currently receive Saturday prices) of the weekend during which the delivery occurred

- 5.5 Agencies shall be responsible to insure that storage tanks are accessible by the supplier, and it is strongly advised that a representative from the Participating Agency be present during the delivery. Failure of the agency to make appropriate arrangements, preventing delivery of product upon supplier's arrival at delivery site, may result in a charge to the agency for the supplier's transportation costs for that particular trip. Participating Agencies are responsible for the implementation of monitoring programs to insure compliance by fuel suppliers with the specification requirements as outlined herein and in accordance with any regulations stipulated by Participating Agencies.
- 5.6 Each Participating Agency shall be responsible for having the proper fuel fill and transfer vapor recovery system(s) operating on their storage tanks in accordance with Participating Agency's state and local regulations. The transfers include delivery tank to storage tank (Stage I) and storage tank to vehicle tank (Stage II) systems. Suppliers have the responsibility of reporting faulty equipment to the end users and the appropriate regulatory agencies.
- 5.7 Participating Agencies may request "automatic replenishment" or for the Supplier to top-off tanks for testing purposes. The supplier will comply with these requests at its option and shall notify the Participating Agency accordingly. Supplier must have the ability upon request from the Participating Agency, to be able to remotely monitor the agency's fuel monitoring system and send a fuel truck when a full load is required.
- 5.8 The supplier shall provide fuel content labels/signs for each pumping station. These labels shall satisfy the requirements of each Participating Agency's state and local regulations. An environmental awareness decal/label shall be provided and displayed on each affected pump.
- 5.9 The resulting contract from this RFP will provide for freight terms that allow for 1) pick-up by Participating Agencies in their own vehicles if so capable, and/or 2) delivery to bulk storage tanks at Participating Agencies. It is anticipated that the majority of purchases under this contract will be on a "delivered" basis, but some agencies have appropriate vehicles and the desire to pick up fuel. In the event of an agency ordering fuel to be picked up in their own vehicle, no additional freight or delivery charges will be allowed under this contract (i.e., Benchmark Index plus Market Differential only).
- 5.10 Freight terms, to be specified by Participating Agency at the time of order, shall be **either**:  
FOB Origin – Title and risk of loss of fuel shall pass to Participating Agency at the point Participating Agency actually receives and takes possession of fuel when loaded in Participating Agency vehicle at the terminal. No delivery charges shall be charged or assessed to Participating Agency.

- OR -

FOB Destination - Title and risk of loss of fuel shall not pass to Participating Agency until Participating Agency actually receives and takes possession of fuel at point of delivery. Delivery charges to be a direct cost pass-through to Participating Agency, and added as a separate line item on the invoice. Delivery charges are to be pre-determined between Participating Agency and Supplier prior to delivery.

## 6.0 INVOICES

- 6.1 Participating agencies will provide their billing addresses for submission of invoices. All invoices should reference, at a minimum, delivery ticket and Participating Agency purchase order / requisition number, specific delivery dates and delivery times, and delivery location.

6.2 Invoices must clearly indicate the Supplier's federal tax identification number as well as the OPIS Benchmark Index per the terms of this contract for each fuel product delivered as a separate line item on the invoice. Invoices must state as a separate line item the Market Differential for each fuel product sold per the terms of this contract. The OPIS Benchmark Index and Market Differential for each fuel product sold must be stated on a cost per gallon basis on the invoice, with number of gallons sold separately stated by fuel product. The extended total sales for each fuel product sold must be identified. Taxes, if any, and delivery charges, if any, should be stated a separate line items on the invoice to derive the total cost to the Participating Agency. If confirmation of pricing by any Participating Agency or National IPA finds any discrepancy with the terms of this contract, Supplier shall make correction before payment of invoice or refund any overpayment for incorrect invoices already paid without any penalty assessed upon the Participating Agency.

6.3 A copy of the bill of lading when applicable shall be attached to the invoice.

## **7.0 PAYMENTS**

Payment terms will be net 15 days from receipt and acceptance of products ordered and accurate invoices, unless otherwise proposed by a Supplier.

## **8.0 REPORTING**

The awarded primary/secondary Suppliers will be required to maintain data and provide documentation and/ or reports of all petroleum products and gallons purchased by each Participating Agency that elects to participate on this contract. Suppliers should be able to supply weekly usage and amount dispensed reports for each Participating Agency upon request.

## **9.0 SECONDARY AWARD**

Proposers shall state, if a contract is awarded to a primary supplier other than the Proposer, if the Proposer would be willing to accept a secondary award to provide Motor Fuels and Aviation Fuels as specified in this RFP in the absence of the primary supplier. Prices and terms would remain the same as those provided on the proposal documents for the entire or remaining contract.

## **10.0 LICENSING**

10.1 The City has selected the OPIS Net Standard Contract Rack for Dallas Metro Texas Rack Average as the price index benchmark for settlement under this contract. Suppliers and Participating Agencies must be aware that OPIS prices are protected under strict copyright agreements and forwarding printed or electronic OPIS price reports is a violation of federal copyright law. It is highly encouraged that both suppliers and purchasers of fuel tied to OPIS pricing subscribe to OPIS to verify the prices that are used in fulfilling this contract.

10.2 It shall be the sole responsibility of the awarded Supplier to maintain all licenses necessary to fulfill this agreement. Awarded Supplier will hold City of Fort Worth, all Participating Agencies, and National IPA harmless of any copyright infringements or penalties.

## **11.0 TESTING**

Deliveries of fuel under this contract are subject to testing, to insure compliance with specifications. All tests shall be made as per methods specified or approved by the American Society of Testing Material (ASTM), unless otherwise specified. When the test analysis shows fuel meeting specification, the Participating Agency will pay for said test. When test analysis shows fuel does not meet specification, Supplier will pay for said test. In addition, Supplier agrees to be liable for all charges necessary to satisfactorily bring contaminated tanks within limits, pump out fuel and replace as necessary.

**SECTION IV - Detailed Fort Worth Specifications**

**1.0 Ethanol, Gasoline, and E85 Fuel Component Properties**

1.1 Item #1.

<b>Property</b>	<b>Ethanol</b>	<b>Gasoline</b>	<b>E85</b>
Chemical Formula	C <sub>2</sub> H <sub>5</sub> OH	C <sub>4</sub> to C <sub>12</sub> Hydrocarbons	C <sub>4</sub> to C <sub>12</sub> Hydrocarbons and Oxygenated
Main Constituents (% by weight)	52° C, 13 H, 35 O	85°-88° C, 12-15 H	57° C, 13 H, 30 O
Octane (R+M)/2	98-100	87-94	95-97
Lower Heating Value (British thermal unit (BTU) per gallon)	76,300	116,900	83,600- 89,400
Gasoline Gallon Equivalence (v/v gasoline)	1.5	1	1.3-1.4
Miles per Gallon Compared to Gasoline	67%	-	73%
Reid Vapor Pressure (psi)	2.3	7-16	7-12
Ignition Point—Fuel in Air (%)	3-19	1-8	*
Temperature (approx.) (°F)	850	495	*
Specific Gravity (60/65°F)	0.794	0.72-0.78	0.78
Cold Weather Starting	Poor	Good	Good
Air-Fuel Ratio (by weight)	9	14.7	10
Hydrogen-Carbon Ratio	3.0	1.85	2.75-2.95
*Depends on hydrocarbon blending component properties.			

1.2 The E85 specifications above and below (9.1, Item #1, and 9.3, Item #1) represent ASTM D5798-07 Standard Specification for Fuel Ethanol for Automotive Spark-Ignition Engines. But not limited to if proven by the federal government and/or TCEQ as no longer an approved Standard Specification.

1.3 Item #1.

<b>ASTM D5798-07 Standard Specification for Fuel Ethanol (Ed75-Ed85) for Automotive Spark- Ignition Engines</b>			
<b>Property</b>	<b>Value for Class</b>		
ASTM Volatility Class	1	2	3
Ethanol Plus Higher Alcohols (minimum volume %)	79	74	70
Hydrocarbons (including denaturant) (volume %)	17-21	17-26	17-30
Vapor Pressure at 37.8°C kPa psi	38-59 5.5-8.5	48-65 7.0-9.5	66-83 9.5-12.0
Lead (maximum, mg/L)	2.6	2.6	3.9
Phosphorus (maximum, mg/L)	0.2	0.3	0.4
Sulfur (maximum, mg/kg)	210	260	300
<b>All Classes</b>			
Methanol (maximum, volume %)	0.5		
Higher Aliphatic Alcohols, C3-C8 (maximum volume %)	2		
Water (maximum, mass %)	1.0		
Acidity as Acetic Acid (maximum, mg/kg)	50		
Inorganic Chloride (maximum, mg/kg)	1		
Total Chlorine as Chlorides (maximum, mg/kg)	2		
Gum, Unwashed (maximum, mg/100 mL)	20		
Gum, Solvent-Washed (maximum, mg/100 mL)	5.0		
Copper (maximum, mg/100 mL)	0.07		
Appearance	Product shall be visibly free of suspended or precipitated contaminants (shall be clear and bright).		

1.4 Comparison of E10 Fuel Properties  
Item #1.

Property	Ethanol	Gasoline
Chemical Formula	C <sub>2</sub> H <sub>5</sub> OH	C <sub>4</sub> to C <sub>12</sub> Hydrocarbons
Molecular Weight	46.07	100-105
Composition, weight %		
Carbon	52.2	85-88
Hydrogen	13.1	12-15
Oxygen	34.7	0
Relative Density, 60/60°F	0.794	0.69-0.793
Density, lb/gal@60°F	6.61	5.8-6.63
Lower Heating Value Btu/lb (British thermal unit (BTU) per gallon) @60°F	11,500 76,300	18,000-19,000 109,000-119,000
Boiling Temperature, °F	173	80-437
Freezing Point, °F	-173.4	-40
Vapor Pressure, psi	2.3	6-15
Blending Reid Vapor Pressure, psi	18	6-15
Octane (R+M)/2	112.5-115a/	87-94
Water Solubility, @70,°F		
Fuel In Water Vol %	100	Negligible
Water in Fuel Vol %	100	Negligible
Flash point, close cup, °F	55	-45
Autoignition Temperature, °F	~793	~495
Flammability limits, Vol %		
Lower	4.3	1.4
Higher	19.0	7.6
Latent Heat of Vaporization		
Btu/lb @ 60 °F	396	~150
Btu/gal @ 60°F	2,378	~900
Stoichiometric Air/Fuel Ratio, Weight	9.00	14.7

Note: Values shown are typical octane blending values for ethanol as reported. Octane blending values vary with oxygenate concentration, base fuel octane and composition.

- 1.5 The above specifications may vary slightly depending on the Supplier and manufacturer of fuel. Any variance from the above or below specifications must be approved by the City of Fort Worth Equipment Services Department. If quoting a product that varies, you must submit the specifications on the variance with this RFP for evaluation. It shall contain additive package and corrosion inhibitors, but not limited to; if proven by the federal government and/or TCEQ as no longer an approved additive or corrosion inhibitor. If product package and/or corrosion inhibitor are changed or altered, the new formulation must meet and/or exceed the federal government and/or TCEQ approved formulation standards.

## 2.0 General

It is anticipated that the (TxLED) Ultra Low Emission Diesel #1, #2, Red Dyed Diesel, 70/30 blend, and/or Bio-diesel to be furnished will fall within the broad specifications listed below. If the Diesel does not fall within these specifications, the variances shall be stated in your proposal and the City of Fort Worth reserves the right to accept or reject the proposals if the variances are considered excessive.

2.1 In addition, it is the intent of City of Fort Worth to buy (TxLED) Ultra Low Emission Diesel #1, #2, Red Dyed Diesel and/or (SME) Soy-Methyl-Ester, a virgin vegetable oil blend stock bio-diesel/TxLED blend, meeting ASTM D 6751 and BQ9000 furnished by the successful proposer and shall be same grade reformulated (TxLED) Ultra Low Emission Diesel offered through this company's regular retail outlet.

2.2 The Texas Ultra Low Emission Diesel shall contain same additive package, including, but not limited to ORYXE (OR-LED 2 and/or OR-LED 3 bio), if additive packages are proven by the federal government and/or TCEQ as no longer an approved additive. Successful proposer shall confirm that producer of the bio-diesel is complying with 30 TAC 114.316(k) regarding sampling and testing requirements and complying with all federal government and/or TCEQ on approved additive packages.

## 3.0 Allocation

In the event of a fuel shortage and/or catastrophic conditions, the Supplier must be capable of providing fuel to the City of Fort Worth.

## 4.0 Delivery

Deliveries will be made to the various sites Monday through Sunday, according to the hours of operation for that site unless an emergency situation should develop.

4.1 Note: Supplier is not allowed to ship fuel under reservation or no tender of a bill of lading will operate as a tender automatic approval. Title and risk of loss of fuel shall not pass to buyer until buyer actually receives and takes possession of fuel at point of delivery.

## 5.0 Additional Requirement

Supplier shall agree to furnish a fueling site within a 40 mile radius of the City of Fort Worth Texas, to load the City's 4,000 and 4,500-gallon tankers. The City may purchase quantities from 200 gallons and/or maximum of City tanker capacities. All grades of fuel must be carried at Supplier's approved fueling location, including bio-fuels. Proposers must attach the fueling address for their fueling site(s); failure to attach such information may make a Supplier's proposal non-responsive.

## 6.0 Diesel Fuel Components

6.1 Item #1.

6.1.1 Fungibles #1 - fuel oil distillate with a minimum cetane number of 48 and aromatics content (10%)max., maximum sulfur content of (<15ppm) or less.

6.1.2 Components: Light hydrocarbon distillate - 60%, Kerosene - 40%, pour point improver - <15 PPM.

- 6.1.3 Flammable properties: Flash point – 100° to 162° degrees F, auto ignition temp. 220° C to (428° degrees F), explosive limits by % volume in air – lower 0.4/upper 8% Boiling point – 380° degrees, specific gravity (H2O=1) – 0.83 (AIP) 38.5, insoluble in water, vapor pressure @ 20° degrees C MMHG: N/AV, volatile by volume – 100%
- 6.1.4 Fungibles #2 - fuel oil distillate with a minimum cetane number of 48 and aromatics content (10%)max., maximum sulfur content of (<15ppm) or less.
- 6.1.5 Components: Petroleum distillates –100%, pour point improver <15 PPM.
- 6.1.6 Flammable properties: Flash point – 125° to 190° degrees F, autoignition temp. 257.2° C to (495° degrees F), explosive limits by % volume in air – lower 0.4/upper 8%
- 6.1.7 Boiling point –325° to 700° F degrees, specific gravity 0.84 to 0.93 (H2O=1) @ 60°F, insoluble in water, vapor pressure <0.7kPa (<5.2 mm Hg @ 20 degrees C, vapor density 3 (Air =1), volatility negligible, evaporation rate 0.02
- 6.2 Item #2.
  - 6.2.1 Fungible #1 - split load 70/30 blend (DF#2-70%/DF#1-30%) fuel oil distillate with a minimum cetane number of 48 and aromatics content (10%)max., maximum sulfur content of (<15ppm) or less.
  - 6.2.2 Pricing on 70/30 blend will be based on the DF#1-30%. (70%-#2 Dallas metro average rack price and 30%-#1 Dallas Metro average rack price for date of delivery).
- 6.3 Item #3.
  - 6.3.1 Fungible #2 - split load DF/BIO-DF blend (DF#2-#00%/BIO#00%) fuel oil distillate with a minimum centane number of 48 and aromatics content (10%)max., maximum sulfur content of (<15ppm) or less.
- 6.4 The above specifications may vary slightly depending on the Supplier and manufacturer of fuel. Any variance from the above specifications must be approved by the City of Fort Worth Equipment Service Department. If quoting a product that varies, Proposers shall submit the specifications on the variance with this proposal for evaluation meeting and/or exceeding approved formulation.

**7.0 Jet-A Aviation Fuel (GRADE 54)**

PROPERTIES	ASTM	SPEC.'S	NOTES
ACIDITY, TOTAL MG KOH/G	MAX	D874	0.1
AROMATICS, VOL %	MAX	D1319	22 A
MERCAPTAN SULFUR, WT. %	MAX	D3227	0.003
SULFUR, TOTAL WT. %	MAX	D4294	0.3
DISTILLATION		D96	
10% RECOVERED F	MAX		400

50% RECOVERED F			REPORT	
95% RECOVERED F			REPORT	
END POINT	MAX		572	
DISTILLATION RESIDUE, VOL%	MAX		1.5	
DISTILLATION LOSS, VOL%	MAX		1.5	
FLASH POINT, F		D58	104 MIN. °	B
GRAVITY, API @ 60 °F	MAX	D4052	37-51	
FREEZING POINT, C	MAX	D2346	40	
VISCOSITY, -4 °F CST	MAX	D445	8	
NET HEAT OF COMBUSTION, BTU/LB.	MIN	D1406	18,400	C

COMBUSTION PROPERTIES:

*ONE OF THE FOLLOWING REQUIREMENTS SHALL BE MET:*

- |   |     |       |               |      |
|---|-----|-------|---------------|------|
| 1. LUMINOMETER NO., OR                  | MIN | D1740 | 45            |      |
| 2. SMOKE POINT, OR                      | MIN | D1322 | 25            |      |
| 3. SMOKE POINT AND                      |     | MIN   | D1322 & D1840 | 19   |
| NAPHTHALENES VOL%                       |     | MAX   |               | 3.0  |
| CORROSION, COPPER STIP, 2 HRS. @ 212 °F |     | MAX   | D130          | NO.1 |

TERMAL STABILITY:

<i>FILTER PRESSURE DROP (MNHG)</i>	<i>MAX</i>	<i>D3241</i>	<i>25</i>	<i>E</i>
TUBE DEPOSIT LESS THAN				CODE 3

TERMAL STABILITY:

<i>FILTER PRESSURE DROP (MNHG)</i>	<i>MAX</i>	<i>D3241</i>	<i>25</i>	<i>E</i>
TUBE DEPOSIT LESS THAN				CODE 3

EXISTENT GUM MAX, MG/100ML	MAX	D391	7.0	
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<u>WATER REACTION:</u>	D1024			
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SEPARATION RATING	MAX		+2	
INTERFACE RATING	MAX		18	

ADDITIVES				F
APPEARANCE				
COLOR, SAYBOLT	MIN	D156	G	
WSIM	MIN	D3948		85
CONDUCTIVITY (PS/M)		REPORT		

7.1 Jet-A Aviation Turbine Fuel, Specification

**PHYSICAL PROPERTIES:**

BOILING POINT:	572°F (300°C)	POUR POINT: ND
SPECIFIC GRAVITY:	0.7753- 0.8398	PH: Essentially Neutral
MELTING POINT:	ND	FREEZING POINT: -40° F (-40° C)
% VOLATILE:	ND	APPEARANCE/ODOR: Pale Yellow, Clear Liquid with Kerosene-Like Odor

VAPOR PRESSURE: Very Low  
EVAPORATION RATE (WATER): Very Low

FLASH POINT: 100° F (37.8° C) Tag Closed Cup

VAPOR DENSITY 5.7(Approximate): AUTOIGNITION TEMPERATURE: 410°F (210° C)

VISCOSITY: 8 CST FLAMMABILITY LIMITS IN AIR: (% By Vol.) Lower: 0.7

% SOLUBILITY IN WATER: Negligible

FLAMMABILITY LIMITS IN AIR: (% By Vol.) Upper: 5

OCTANOL/WATER PARTITION COEFFICIENT: ND

<u>PROPERTIES</u>	<u>ASTM</u>	<u>SPEC.'S</u>	<u>NOTES</u>
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**COMPOSITION**

ACIDITY, TOTAL MG KOH/G	MAX	D1655	0.1	N/A
AROMATICS, VOL %	MAX	D1655	25	
MERCAPAN SULFUR, WT. %	MAX	D1655	0.003	
SULFUR, TOTAL WT. %	MAX	D1655	0.3	
DOCTOR TEST (N=NEGATIVE)				N

**DISTILLATION**

D1655

10% RECOVERED	F			400°F (204.4°C)
20% RECOVERED	F			----
50% RECOVERED	F			REPORT
90% RECOVERED	F			REPORT
FINAL B.P. POINT	F	MAX	D1655	572°F (300°C)
DISTILLATION RESIDUE, VOL%		MAX		1.5
DISTILLATION LOSS, VOL%		MAX		1.5
FLASH POINT,	F		D1655	100°F (37.8°C)
GRAVITY, API@ 60°F		MAX	D1655	37-51
RELATIVE DENSITY (@15.5°)				0.7753-0.8398
FREEZING POINT,	C	MAX	D1655	-40°F (-40°C)
VISCOSITY,	-4° F CST	MAX	D1655	8
NET HEAT OF COMUSTION, BTU/LB.		MIN	D1655	18,400(42.8 MJ/KG)

**COMBUSTION PROPERTIES:**

ONE OF THE FOLLOWING REQUIEMENTS SHALL BE MET:

4. LUMINOMTER NO., OR	MIN	D1655	45
5. SMOKE POINT, OR	MIN	D1655	25
6. SMOKE POINT, AND	MIN	D1655	18
NAPHTNALENES VOL%	MAX		3.0
CORRSION, COPPER STRIP, 2 HRS. @ 212° F	MAX	D1655	NO.1

**THERMAL STABILITY:**

A. JFTOT DELTA P MAXIMUM (MM HG)	MAX	D1655	25
B. JFTOT MAXIMUM TUBE COLOR CODE	MAX	D1655	<3

**CONTAMINANTS:**

COKER TUBE COLOR CODE		D1655	3
EXISTENT GUM MAXIMUM (MG/100ML)	MAX	D1655	7
PARTICULATE MAXIMUM (MG/I)	MAX	D1655	----
WATER REACTION SEPARATION MAXIMUM	MAX	D1655	2
WATER RECACTION INTERFACE MAXIMUM	MAX	D1655	LB.
WSIM MINIMUM		D1655	85

NOTES:

Minimum 104° F temperature applies at the origin location; minimum of 100° F will apply at destination.

- A. Fuel over 20 volume % and not exceeding 25 volume % of aromatics is permitted provided the Supplier notifies the purchaser of the volume, destination, and aromatic content at date of such shipment.
- B. Method D56 is the preferred method. In case of dispute, method D56 will apply.
- C. Use for Jet-A the value calculated from table 8 on EOS 5 and 8 in method D1405. Test method D2382 may be used as an alternative. In case of dispute D2382 must be used.
- E. Thermal stability test shall be conducted for 2.5 hours at a control temperature of 250°C but if the requirements of the above specification are not met, the test may be conducted for 2.5 hours at a controlled temperature of 245° C results of both test temperature shall be reported by the visual, method: A rating by the tube deposit rating (TDR) optical density is desirable, but not mandatory.
- F. No additives other than ANTI-OXIDANTS AND METAL DEACTIVATORS as set forth in ASTM; D1655 (latest edition) Section 5.2 shall be permitted.
- G. Product shall be clear and bright and free of suspended water sediment.
- H. Product meets military Jet Specifications as specified in ASTM, D1655.
- I. SPECIAL NOTES:

The above specifications may vary slightly depending on the Supplier and manufacturer of Jet-A Aviation fuel. Any variance from the above specifications must be approved by the City's Equipment Services Department. If quoting a product that varies, Proposers must submit the specifications on the variance with this proposal for evaluation along with MSDS sheets. **Required fuel must meet the latest revision of Jet-A fuel ASTM 1655.**

All Jet-A fuel delivered under this agreement will be of high quality and will not contain any foreign substances or water, which may damage any Governmental Entities aviation equipment or contaminate the fuel storage tanks.

**8.0 Information**

- 8.1 This agreement requires that as legislation, both state and federal, governing the content characteristics of E85, Reformulated Gasoline, Jet-A Fuel, Red Dyed Diesel, Diesel #1, #2, and/or Biodiesel fuel could be modified that the providing Supplier shall deliver product that complies with the modified legislation.
- 8.2 Quality: All motor fuels delivered under this agreement will be of high quality and will not contain any foreign substances or water, which may damage any City vehicle or contaminate the fuel storage tanks.
- 8.3 Deliveries will be made at various sites Monday through Sunday according to the hours of operation for that site, unless an emergency situation should develop. Emergency contact after 5:00 PM will be Randy Rendon; telephone number will be provided to successful Supplier(s).
- 8.4 The City reserves the right to add and/or delete delivery sites during the course of this agreement.

- 8.5 Test: Deliveries of fuel under this contract are subject to testing, to insure compliance with specifications. All tests shall be made as per method by the American Society of Testing Material, unless otherwise specified. When the test analysis shows fuel meeting specification, the City will pay for said test. When test analysis shows fuel does not meet specification, contractor will pay for said test. In addition, contractor agrees to be liable for all charges necessary to satisfactorily bring contaminated tanks within limits, pump out fuel and replace as necessary.

**9.0 Delivery location, City of Fort Worth, Equipment Services Department**

LOCATION	TANK SIZE	HOURS OF OPERATION
1. James Avenue Service Center 5021 James Avenue Fort Worth, Texas, 76115	(-2-) 20,000 Gallon Unleaded, UST (-3-) 20,000 Gallon Diesel, UST	Monday through Friday 6:30a.m. To 11:00p.m. Friday: 6:30a.m. To 1:00 p.m.
2. Brennan Service Center 2500 Brennan Avenue Fort Worth, Texas 76106	(-1-) 115,000 Gallon Unleaded, AST "Easy access--Fuel must be pumped off" (-1-) 2,000 Gallon Diesel, AST	Monday through Friday 7:00a.m. To 7:30p.m.
3. Water Service Center 2201 West Daggett Street Fort Worth, Texas, 76104	(-2-) 10,000 Gallon Unleaded, UST (-2-) 10,000 Gallon Diesel, UST	Monday through Friday 7:00a.m. To 3:30a.m.
4. Southside Service Center 4100 Columbus Trail Fort Worth, Texas, 76133	(-1-) 10,000 Gallon Unleaded, UST (-2-) 5,000 Gallon Diesel, UST (-1-) 500 Gallon Diesel, UST	Monday through Friday 7:00a.m. To 3:30a.m.
5. Northside Service Center 301 Hillshire Drive Fort Worth, Texas, 76052	(-1-) 20,000 Gallon Unleaded, UST "Easy access - Any Truck " (-1-) 20,000 Gallon Diesel, UST	Monday through Friday 7:00a.m. To 12:00 Noon
6. Downtown Service Center 1013 Cherry Street Fort Worth, Texas, 76102	(-1-) 12,000 Gallon Unleaded, UST (-1-) 6,000 Gallon Unleaded, UST "Easy access - Any Truck "	Monday through Friday 7:00a.m. To 3:30p.m.
7. Water Department, WWTP; 4500 Wilma Lane Fort Worth, Texas, 76102	(-2-) 20,000 Gallon Diesel, AST (-2-) 2,000 Gallon Unleaded, UST (-1-) 2,000 Gallon Diesel, UST	Monday through Friday 8:00a.m. to 4:30p.m. (Village Creek - Wastewater Plant)

**10.0 Additional Sites (All additional sites have (250, 500, 550, 1000, and 2000) Gallon tanks)**

<u>SITE</u>	<u>LOCATION</u>
1. Meacham Airport	4201 N. Main Street, Suite 200, 76106
2. Spinks Airport	13725 Stone Road, Burleson TX 76028
3. PACS	Rolling Hills; Forestry, 2525 Joe B. Rushing, 76119
4. PACS	Lake Worth, 7500 Surfside Drive., 76135
5. PACS	Meadow Brook, 1815 Jensen Road., 76112
6. PACS	Sycamore Creek, 401 MLK Freeway, 76104
7. PACS	Pecan Valley, 6400 Pecan Valley Road, 76126
8. PACS	Rockwood, 1851 Jacksboro Highway, 76114
9. PACS	Greenbriar, 5201 James, 76133
10. PACS	North District Service Center., 1700 Brennan, 76106
11. PACS	South East District Center. 2300 Avenue H, 76105

12. PACS	West Zone, 2901 Crestline Road, 76107
13. Village Creek	4500 Wilma Lane, 76102
14. Fire Station #1	100 North Pecan, 76106
15. Fire Station #2	1000 Cherry Street, 76102
16. Fire Station #3	4700 Ramey, 76119
17. Fire Station #4	2950 Old Mansfield Road, 76119
18. Fire Station #5	208 Irma Street, 76104
19. Fire Station #6	205 University Drive, 76107
20. Fire Station #7	7601 John T. White Road, 76112
21. Fire Station #8	1101 12th Avenue, 76104
22. Fire Station #9	2575 Polaris, 76111
23. Fire Station #10	3209 Hemphill, 76110
24. Fire Station #11	400 Grand Avenue, 76106
25. Fire Station #12	120 N. W. 22 <sup>nd</sup> Street, 76106
26. Fire Station #13	5333 Lea Crest, 76135
27. Fire Station #14	2737 Meadowbrook, 76103
28. Fire Station #15	3100 Azle Avenue, 76106
29. Fire Station #16	5933 Geddes, 76106
30. Fire Station #17	212 Felix Street, 76115
31. Fire Station #19	2613 Carnation, 76111
32. Fire Station #20	1051 Woodhaven, 76103
33. Fire Station #21	3501 South Hill Drive, 76109
34. Fire Station #22	4848 Wilbarger Street, 76119
35. Fire Station #23	3201 Portales, 76116
36. Fire Station #24	3101 Forest Avenue, 76112
37. Fire Station #25	3801 N. Main, 76106
38. Fire Station #26	6124 S. Hulen Street, 76133
39. Fire Station #27	2940 Precinct line Road, Hurst TX, 76053
40. Fire Station #28	1224 Everman Parkway, 76140
41. Fire Station #29	6400 Westcreek, 76133
42. Fire Station #30	4416 Southwest Boulevard, 76116
43. Fire Station #31	4209 Longstraw, 76137
44. Fire Station #32	10201 White Settlement Road, 76108
45. Fire Station #33	14650 Statler Boulevard, 76155
46. Fire Station #34	14101 Sendera Ranch Blvd., Fort Worth/Haslet TX 76052
47. Fire Station #35	2251 Flight Line Road (Alliance Airport), 76177
48. Fire Station #36	5100 Columbus Trail, 76133
49. Fire Station #37	4701 E. Ray White Road, 76052
50. Fire Station #38	13280 Park Vista Boulevard, 76177
51. Fire Station #39	7555 Oakmont Boulevard, 76132
52. Fire Station #40	8510 Spring Street, 76179
53. Fire Station #41	842 Blue Mound Road, Haslet TX 76052,
54. Fire Station #44	4017 Falcon Way, 76106
55. Will Rogers Center	3300 Harley Street, 76107
56. City Convention Center	1111 Houston Street, 76102
57. Police Administration	350 W. Belknap Street, 76102
58. Police Auto Pound	2500 Brennan Avenue, 76106
59. Police Heliport	1400 Nixon Road, 76102
60. Police Heliport	310 Gulfstream Road, 76106 (Located in Meacham Airport)

10.1 The City of Fort Worth reserves the right to add and/or delete delivery sites during the course of this agreement.

**11.0 NOTE**

Supplier is not authorized to ship Jet-A Aviation Fuel under reservation and no tender of a bill of lading will operate as a tender automatic approval. Title and risk of loss of Jet-A Aviation Fuel shall not pass to the buyer until buyer actually receives and take possession of Jet-A Aviation Fuel at the point of delivery.

**12.0** Deliveries of Jet-A Aviation Fuel under this agreement are subject to test to insure compliance with these specifications. All tests shall be made as per method used by the American Society of Testing Materials unless otherwise specified. Supplier shall pay for analysis test. In addition, the Supplier agrees to be liable for any charges necessary to bring contaminated tanks within limits, pump fuel out and replace as necessary.

**13.0 Order Placement:**

13.1 Orders will be placed by telephone, requesting;

13.1.1 Specific delivery dates and sites

13.1.2 A blanket release number will be issued at that time.

13.2 Contact person: Randy Rendon or Tech Services/Fuel Section will be the contact for all City of Fort Worth fuel purchases and after hour or Holiday emergencies. Emergency Phone No. will be provided to successful Suppliers upon award of this fuel proposal.

13.3 Orders will be placed by telephone, requesting specific delivery dates and sites. A purchase release number will be issued at that time. Contact person for the City of Fort Worth will be Randy Rendon or his designated representative at (Phone No. provided to successful Supplier).

13.4 A delivery ticket will be presented at the time of delivery. The invoice should reference:

13.4.1 Delivery ticket and City of Fort Worth purchase order number

13.4.2 Requisition number and specific delivery dates

13.4.3 Specifying delivery sites and time of delivery

**14.0 Invoices:**

14.1 All City of Fort Worth invoices for fuel sites in City of Fort Worth, Equipment Service Division and any additional sites that may be added on an as-needed basis will be sent to:

City of Fort Worth  
Equipment Service Division  
Attention: Tech Service/Fuel Coordinator  
4100 Columbus Trail  
Fort Worth, Texas 76133

14.2 Invoice pricing shall include contract price and applicable taxes as a separate item. The only tax to be invoiced to City of Fort Worth is state tax and state loading tax, no other taxes will be charged.

14.3 Invoices must clearly indicate the Supplier's federal tax identification number as well as the Daily Net Rack Average for E85, Reformulated Gasoline (Premium, Midgrade, Regular), Jet-A Fuel, Red Dyed Diesel, Diesel #1, #2, and/or Biodiesel in Dallas Metro Texas, OPIS NET sent at 10:00 AM EST" for date of delivery" as a separate line item on invoice or separate page with invoice. If confirmation of pricing finds any discrepancy including list or average pricing used, Supplier shall make correction before payment of invoice or refund any overpayment for incorrect invoices already paid without any penalty assessed upon the City. Upon finding any frequent/recurring discrepancies, Supplier can be required to cover cost of OPIS license requirements to obtain copyrighted materials for the City.

**15.0 Federal Excise Tax:**

The City of Fort Worth that falls into these guidelines, in accordance with IRS notice 88-30, is exempt from paying a federal excise tax on diesel fuel. The City of Fort Worth, if applicable, will sign a certificate of exemption, to be maintained on file with the successful proposer for the duration of the agreement.

**16.0** The City of Fort Worth reserves the right to order from other than the successful Supplier if delivery cannot be made within 24 hours after order has been placed.

**17.0** For vendors that propose to serve Texas locations, the following information must be provided for your proposal to be considered; failure to provide this information may make the proposal non-responsive. If you are not proposing to serve Texas locations, you may submit a proposal without the information requested in this section 17.0.

17.1 Under Texas Government Code §2155.444, the state of Texas prohibits cities from accepting proposals from non-resident proposers unless such proposal is lower than the lowest proposal by a Texas resident by the amount the Texas resident would be required to underbid in the non-resident proposers' state. In order to make this determination; please answer the following questions:

Name, address and phone number of your principal place of business.

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Name, address and phone number of principal place of your business majority owner.

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Name, address and phone number of principal place of business your company's ultimate parent company.

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17.2 If any of your answers to the above three (3) questions indicate a principal place of business other than within the State of Texas, the proposer will be required to provide a copy of all relevant laws applicable to non-resident Suppliers. Failure to provide this information may result in the rejection of your proposal.

Signature: \_\_\_\_\_ /Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

## Section V – Insurance

- 1.0 The Supplier shall assume all risk and liability for accidents and damages that may occur to persons or property during the prosecution of the work. The Supplier shall file with the City of Fort Worth Purchasing Division, before the commencement of services, a certificate of insurance documenting the following required insurance. Public Participating Agencies may have similar requests for proof of insurance. The Supplier will be responsible for providing proof of insurance as may be required by Public Participating Agencies.
- 1.1 Statutory Workers' Compensation Insurance and Employer's Liability Insurance at the following limits
- 1.1.1 \$100,000 Each Accident
  - 1.1.2 \$500,000 Disease – Policy limit
  - 1.1.3 \$100,000 Disease – Each Employee
- 1.2 Commercial General Liability Insurance including Explosion, Collapse, and Underground Coverage shall be provided as follows:
- 1.2.1 \$1,000,000 Each Occurrence
  - 1.2.2 \$2,000,000 Annual Aggregate
- 1.3 Auto Liability Insurance shall be provided as follows:
- 1.3.1 \$250,000 Bodily Injury Per Person Each Accident
  - 1.3.2 \$250,000 Property Damage; or
  - 1.3.3 \$500,000 Combined Single Limit Each Accident
  - 1.3.4 The named insured and employees of the Supplier shall be covered under this policy. Liability for damage occurring while loading, unloading, transferring, and transporting materials under the Contract shall be included under this policy.
- 1.4 Environmental Impairment Liability (EIL) and/or Pollution Liability
- 1.4.1 \$2,000,000 per occurrence
  - 1.4.2 EIL coverage(s) must be included in policies listed in subsection 1.1 above; or, such insurance shall be provided under separate policy(s). Liability for damage occurring while loading, unloading, transferring, and transporting materials under the Contract shall be included under the Automobile Liability insurance or other policy(s).
- 2.0 Policies shall be endorsed to provide the City of Fort Worth a thirty (30) day notice of cancellation, material change in coverage, or non-renewal of coverage. Applicable policies shall also be endorsed to name the City of Fort Worth as an additional insured, as its interests may appear (ATIMA).
- 3.0 **ADDITIONAL INSURANCE INFORMATION**
- 3.1 The City, its officers, employees and servants shall be endorsed as an additional insured on Supplier's insurance policies excepting employer's liability insurance coverage under Supplier's workers' compensation insurance policy.
- 3.2 Certificates of insurance shall be delivered to the Purchasing Department of the City of Fort Worth, 1000 Throckmorton Street, Fort Worth, Texas 76102, prior to a purchase order being issued.
- 3.3 Any failure on part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements specified herein.

- 3.4 Each insurance policy shall be endorsed to provide the City a minimum 30 days notice of cancellation, non-renewal, and/or material change in policy terms or coverage. A 10 days notice shall be acceptable in the event of non-payment of premium.
- 3.5 Insurers must be authorized to do business in the State of Texas and have a current A.M. Best rating of A: VII or equivalent measure of financial strength and solvency.
- 3.6 Deductible limits, or self-funded retention limits, on each policy must not exceed \$10,000.00 per occurrence unless otherwise approved by the City.
- 3.7 Other than worker's compensation insurance, in lieu of traditional insurance, City may consider alternative coverage or risk treatment measures through insurance pools or risk retention groups. The City must approve in writing any alternative coverage.
- 3.8 Workers' compensation insurance policy(s) covering employees of the Supplier shall be endorsed with a waiver of subrogation providing rights of recovery in favor of the City.
- 3.9 City shall not be responsible for the direct payment of insurance premium costs for Supplier's insurance.
- 3.10 Supplier's insurance policies shall each be endorsed to provide that such insurance is primary protection and any self-funded or commercial coverage maintained by City shall not be called upon to contribute to loss recovery.
- 3.11 While the purchase order is in effect, Supplier shall report, in a timely manner, to the Purchasing Department any known loss occurrence that could give rise to a liability claim or lawsuit or which could result in a property loss.
- 3.12 Supplier's liability shall not be limited to the specified amounts of insurance required herein.
- 3.13 Upon the request of City, Supplier shall provide complete copies of all insurance policies required by these contract documents.

**ATTACHMENT A**



**Requirements for National Cooperative Contract  
To be Administered by  
National Intergovernmental Purchasing Alliance Company**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

- National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT
- National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE
- National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE
- National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE
- National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE
- National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBIT**  
**RESPONSE FOR NATIONAL COOPERATIVE CONTRACT-EXHIBIT A**

**1.0 Scope of National Cooperative Contract**

**1.1 Requirement**

The City of Ft. Worth, TX, (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company ("National IPA"), is requesting proposals for MOTOR FUELS AND AVIATION FUELS AND RELATED SERVICES. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

**1.2 Marketing and Administrative Support**

During the term of the Master Agreement National IPA intends to provide marketing and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, email, presentations)
- B. Website support
- C. Trade shows/conferences/meetings
- D. Advertising

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of \$0.01 per gallon of the greater of the Contract Sales under the Master Agreement and guaranteed Contract Sales under this Request for Proposal ("RFP"). By submitting a response to the PPA's RFP, Supplier agrees to the terms and conditions of Exhibit B -- Example Administration Agreement. Any exceptions to the terms and conditions of the Administration Agreement must be included in the Supplier's response to the RFP.

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

### 1.3 Estimated Volume

The annual purchases among all Participating Agencies, including the City, are estimated to be 50 million gallons. These estimates are for aggregate usage across all fuel products, and are provided for general magnitude only. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

#### 1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree.

#### 1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

### 2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

#### 2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

#### 2.2 Pricing Commitment

Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

### 2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

## 3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

### 3.1 Company

- A. Brief history and description of your company.
- B. Total number and location of sales persons employed by your company.
- C. Number and location of support centers (if applicable).
- D. Annual sales for the three previous fiscal years.
- E. Submit your FEIN and Dunn & Bradstreet report.

### 3.2 Distribution, Logistics

- A. Describe how your company proposes to distribute the products/service nationwide.
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- D. State any return and restocking policy and fees, if applicable, associated with returns.

### 3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
  - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.
  - ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days.
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. Creation and distribution of a co-branded press release to trade publications within first 10 days.
- ii. Announcement, contract details and contact information published on the company website within first 30 days.
- iii. Design, publication and distribution of co-branded marketing materials within first 90 days.
- iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement.
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement.
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.).
- viii. Dedicated National IPA internet web-based homepage with:
  - National IPA standard logo;
  - Copy of original Request for Proposal;
  - Copy of contract and amendments between Principal Procurement Agency and Supplier;
  - Summary of Products and pricing;
  - Marketing Materials
  - Electronic link to National IPA's online registration page;
  - A dedicated toll free number and email address for National IPA

C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive contract

- F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
  - ii. Working knowledge of the solicitation process
  - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
- G. Provide contact information for the person(s), who will be responsible for:
- i. Marketing
  - ii. Sales
  - iii. Sales Support
  - iv. Financial Reporting
  - v. Contracts
- G. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- H. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
- I. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.
- J. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.
- \_\_\_\_\_ gallons in year one  
 \_\_\_\_\_ gallons in year two  
 \_\_\_\_\_ gallons in year three
- N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
  - ii. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.

- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement.
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE ADMINISTRATION**  
**AGREEMENT-EXHIBIT B**

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY**  
**ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT is made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and \_\_\_\_\_ (herein "Supplier").

**RECITALS**

**WHEREAS**, the \_\_\_\_\_ (herein "Principal Procurement Agency") has entered into a Master Agreement dated \_\_\_\_\_, Agreement No \_\_\_\_\_, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), for the purchase of \_\_\_\_\_ (herein "Product");

**WHEREAS**, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), that register with National IPA or otherwise execute a Master Intergovernmental Cooperative Purchasing Agreement (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

**WHEREAS**, National IPA serves as the contract administrator for Principal Procurement Agency with regard to the Master Agreement, which is offered through National IPA to Public Agencies;

**WHEREAS**, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

**WHEREAS**, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies on a national basis and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

**DEFINITIONS**

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

## TERMS AND CONDITIONS

2. The Master Agreement, as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier the provisions of this Agreement shall prevail. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator under the Master Agreement as set forth herein, and Supplier hereby acknowledges and agrees that National IPA shall act in the capacity of contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

### TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement shall survive the term of this Agreement.

### NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion.

8. A copy of the Principal Procurement Agency Certificate executed by Principal Procurement Agency and an example of the Master Intergovernmental Cooperative Purchasing Agreement that is agreed to by each Participating Public Agency, which set forth the terms for their respective participation with National IPA, are attached hereto as Exhibit B and C, respectively. Supplier shall require each Participating Public Agency to register its participation in the National IPA program using the electronic registration feature at [www.nationalipa.org](http://www.nationalipa.org) prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide the marketing and administrative support set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo and the standard terms of use for their general use in marketing the Master Agreement. Both parties shall obtain approval from the other party prior to use of such logo.

#### MONTHLY REPORTING & FEES

10. Supplier shall pay National IPA an administrative fee in the amount of \$0.01 per gallon of fuel paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for such month. A sample of the Contract Sales reporting format is provided as Exhibit D, attached hereto and incorporated herein by reference.

To the extent Supplier has guaranteed minimum Contract Sales pursuant to the terms of the Master Agreement in accordance with the terms of its proposal, the administrative fee shall be calculated based on the greater of the Contract Sales and the guaranteed Contract Sales set forth in Supplier's proposal.

11. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA and Principal Procurement Agency reserve the right to audit the accounting for a period of four (4) years from the date National IPA receives the accounting. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by Principal Procurement Agency or National IPA at the location designated by Principal Procurement Agency or National IPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment, together with interest on such amount in accordance with paragraph 12, and shall be obligated to reimburse National IPA's costs and expenses for such audit.

12. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10<sup>th</sup> day of the following month. Such reports shall be accompanied by an administrative fee payment in the amount indicated on the report as being due. Administrative fee payments are to be paid by the Supplier to National IPA via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit E. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

13. National IPA or its designee may, in National IPA's sole discretion, compare Participating Public Agency records with monthly reports submitted by Supplier. If there is a discrepancy, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including paying any administrative fee due and owing. If the Supplier does not so resolve the discrepancy, National IPA shall have the right to engage a third party to conduct an independent audit of Supplier's monthly reports and Supplier shall be obligated to reimburse National IPA's costs and expenses for such audit. Should any audit reveal an underreporting of Contract Sales

and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment together with interest on such amount in accordance with paragraph 12.

### GENERAL PROVISIONS

14. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding.

15. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

16. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

17. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company

National IPA  
Attn: President  
725 Cool Springs Blvd  
Suite 100  
Franklin, TN 37067

B. Principal Procurement Agency

C. Supplier

18. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

19. This Agreement may not be effectively amended, changed, modified, or altered without the prior written consent of the parties hereto.

20. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

Authorized Signature, Supplier

NATIONAL INTERGOVERNMENTAL  
PURCHASING ALLIANCE COMPANY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBIT**  
**NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING**  
**AGREEMENT- EXHIBIT C**

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Intergovernmental Purchasing Alliance Company ("National IPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

**RECITALS**

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

**NOW, THEREFORE**, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.

8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

EXAMPLE

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBIT**  
**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE- EXHIBIT D**

**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of NAME OF PPA ("Principal Procurement Agency"), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company ("National IPA").

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this agreement.

Authorized Signature, Principal Procurement Agency

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBIT**  
**NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT-EXHIBIT F**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <http://www.usa.gov/Agencies/Local.shtml>

\*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

**CITIES, TOWNS, VILLAGES AND BOROUGHES INCLUDING BUT NOT LIMITED TO:**

- |                            |                                  |
|----------------------------|----------------------------------|
| ALPINE, UT                 | BRIAN HEAD, UT                   |
| ALTA, UT                   | BRIGHAM CITY CORPORATION, UT     |
| ALTAMONT, UT               | BRYCE CANYON CITY, UT            |
| ALTON, UT                  | CANNONVILLE, UT                  |
| AMALGA, UT                 | CASTLE DALE, UT                  |
| AMERICAN FORK CITY, UT     | CASTLE VALLEY, UT                |
| ANNABELLA, UT              | CEDAR FORT, UT                   |
| ANTIMONY, UT               | CENTERFIELD, UT                  |
| APPLE VALLEY, UT           | CENTERVILLE CITY CORPORATION, UT |
| AURORA, UT                 | CENTRAL VALLEY, UT               |
| BAKER CITY GOLF COURSE, OR | CHARLESTON, UT                   |
| BALLARD, UT                | CIRCLEVILLE, UT                  |
| BEAR RIVER CITY, UT        | CITY AND COUNTY OF HONOLULU, HI  |
| BEAVER, UT                 | CITY OF ADAIR VILLAGE, OR        |
| BICKNELL, UT               | CITY OF ASHLAND, OR              |
| BIG WATER, UT              | CITY OF AUMSVILLE, OR            |
| BLANDING, UT               | CITY OF AURORA, OR               |
| BLUFFDALE, UT              | CITY OF BAKER, OR                |
| BOULDER, UT                | CITY OF BATON ROUGE, LA          |

CITY OF BEAVERTON, OR  
CITY OF BEND, OR  
CITY OF BOARDMAN, OR  
CITY OF BOSSIER CITY, LA  
CITY OF BOUNTIFUL, UT  
CITY OF BURNS, OR  
CITY OF CANBY, OR  
CITY OF CANYONVILLE, OR  
CITY OF CEDAR CITY, UT  
CITY OF CEDAR HILLS, UT  
CITY OF CLATSKANIE, OR  
CITY OF COBURG, OR  
CITY OF CONDON, OR  
CITY OF COQUILLE, OR  
CITY OF CORVALLI, OR  
CITY OF CORVALLIS PARKS AND RECREATION  
DEPARTMENT, OR  
CITY OF COTTAGE GROVE, OR  
CITY OF EUGENE, OR  
CITY OF FOREST GROVE, OR  
CITY OF GRANTS PASS, OR  
CITY OF GRESHAM, OR  
CITY OF HILLSBORO, OR  
CITY OF HURRICANE, UT  
CITY OF INDEPENDENCE, OR  
CITY OF KENNER, LA  
CITY OF LA GRANDE, OR  
CITY OF LAFAYETTE, LA  
CITY OF LAKE CHARLES, OR  
CITY OF LEBANON, OR  
CITY OF MCMINNVILLE, OR  
CITY OF MEDFORD, OR  
CITY OF METAIRIE, LA  
CITY OF MILL CITY, OR  
CITY OF MILWAUKIE, OR  
CITY OF MONROE, LA  
CITY OF MONTICELLO, UT  
CITY OF MOSIER, OR  
CITY OF NEW ORLEANS, LA  
CITY OF NORTH PLAINS, OR  
CITY OF OREGON CITY, OR  
CITY OF PILOT ROCK, OR  
CITY OF PORTLAND, OR  
CITY OF POWERS, OR  
CITY OF PRINEVILLE, OR  
CITY OF REDMOND, OR  
CITY OF RIDDLE, OR  
CITY OF ROSEBURG, OR  
CITY OF SALEM, OR  
CITY OF SANDY, OR  
CITY OF SCAPPOOSE, OR  
CITY OF SHADY COVE, OR  
CITY OF SHERWOOD, OR  
CITY OF SHREVEPORT, LA  
CITY OF SOUTH JORDAN, UT  
CITY OF SOUTH SALT LAKE, UT  
CITY OF SPRINGFIELD, OR  
CITY OF ST. GEORGE, UT  
CITY OF ST. HELENS, OR  
CITY OF ST. PAUL, OR

CITY OF SULPHUR, LA  
CITY OF TAYLORSVILLE, UT  
CITY OF TIGARD, OR  
CITY OF TROUTDALE, OR  
CITY OF TUALATIN, OR  
CITY OF WALKER, LA  
CITY OF WARRENTON, OR  
CITY OF WILSONVILLE, OR  
CITY OF WINSTON, OR  
CITY OF WOODBURN, OR  
CLARKSTON, UT  
CLAWSON, UT  
CLEARFIELD, UT  
CLEVELAND, UT  
CLINTON CITY CORPORATION, UT  
COALVILLE, UT  
CORINNE, UT  
CORNISH, UT  
CORPORATION OF THE CITY OF SALEM, UT  
COTTONWOOD HEIGHTS, UT  
DANIEL, UT  
DELTA, UT  
DEWEYVILLE, UT  
DRAPER CITY, UT  
DUCHESNE, UT  
EAGLE MOUNTAIN, UT  
EAST CARBON, UT  
ELK RIDGE, UT  
ELMO, UT  
ELSINORE, UT  
ELWOOD, UT  
EMERY, UT  
ENOCH, UT  
ENTERPRISE, UT  
EPHRAIM, UT  
ESCALANTE, UT  
EUREKA, UT  
FAIRFIELD, UT  
FAIRVIEW, UT  
FARMINGTON CITY CORP, UT  
FARR WEST, UT  
FAYETTE, UT  
FERRON, UT  
FIELDING, UT  
FILLMORE, UT  
FOUNTAIN GREEN, UT  
FRANCIS, UT  
FRUIT HEIGHTS, UT  
GARDEN CITY, UT  
GARLAND, UT  
GENOLA, UT  
GLENDALE, UT  
GLENWOOD, UT  
GOSHEN, UT  
GRANTSVILLE, UT  
GREEN RIVER, UT  
GUNNISON, UT  
HANKSVILLE, UT  
HARRISVILLE, UT  
HATCH, UT

HEBER CITY CORPORATION, UT  
HELPER, UT  
HENEFER, UT  
HENRIEVILLE, UT  
HERRIMAN, UT  
HIDEOUT, UT  
HIGHLAND, UT  
HILDALE, UT  
HINCKLEY, UT  
HOLDEN, UT  
HOLLADAY, UT  
HONEYVILLE, UT  
HOOPER, UT  
HOWELL, UT  
HUNTINGTON, UT  
HUNTSVILLE, UT  
HYDE PARK, UT  
HYRUM, UT  
INDEPENDENCE, UT  
IVINS, UT  
JOSEPH, UT  
JUNCTION, UT  
KAMAS, UT  
KANAB, UT  
KANARRAVILLE, UT  
KANOSH, UT  
KAYSVILLE, UT  
KINGSTON, UT  
KOOSHAREM, UT  
LA VERKIN, UT  
LAKETOWN, UT  
LAYTON, UT  
LEAGUE OF OREGON CITES  
LEAMINGTON, UT  
LEEDS, UT  
LEHI CITY CORPORATION, UT  
LEVAN, UT  
LEWISTON, UT  
LINDON, UT  
LOA, UT  
LOGAN CITY, UT  
LYMAN, UT  
LYNNDYL, UT  
MANILA, UT  
MANTI, UT  
MANTUA, UT  
MAPLETON, UT  
MARRIOTT-SLATERVILLE, UT  
MARYSVALE, UT  
MAYFIELD, UT  
MEADOW, UT  
MENDON, UT  
MIDVALE CITY INC., UT  
MIDWAY, UT  
MILFORD, UT  
MILLVILLE, UT  
MINERSVILLE, UT  
MOAB, UT  
MONA, UT  
MONROE, UT

MORGAN, UT  
MORONI, UT  
MOUNT PLEASANT, UT  
MURRAY CITY CORPORATION, UT  
MYTON, UT  
NAPLES, UT  
NEPHI, UT  
NEW HARMONY, UT  
NEWTON, UT  
NIBLEY, UT  
NORTH LOGAN, UT  
NORTH OGDEN, UT  
NORTH SALT LAKE CITY, UT  
OAK CITY, UT  
OAKLEY, UT  
OGDEN CITY CORPORATION, UT  
OPHIR, UT  
ORANGEVILLE, UT  
ORDERVILLE, UT  
OREM, UT  
PANGUITCH, UT  
PARADISE, UT  
PARAGONAH, UT  
PARK CITY MUNICIPAL CORPORATION, UT  
PAROWAN, UT  
PAYSON CITY CORPORATION, UT  
PERRY, UT  
PLAIN CITY, UT  
PLEASANT GROVE CITY, UT  
PLEASANT VIEW, UT  
PLYMOUTH, UT  
PORTAGE, UT  
PRICE, UT  
PROVIDENCE, UT  
PROVO, UT  
RANDOLPH, UT  
REDMOND, UT  
RICHFIELD, UT  
RICHMOND, UT  
RIVER HEIGHTS, UT  
RIVERDALE, UT  
RIVERTON CITY, UT  
ROCKVILLE, UT  
ROCKY RIDGE, UT  
ROOSEVELT CITY CORPORATION, UT  
ROY, UT  
RUSH VALLEY, UT  
SALINA, UT  
SALT LAKE CITY CORPORATION, UT  
SANDY, UT  
SANTA CLARA, UT  
SANTAQUIN, UT  
SARATOGA SPRINGS, UT  
SCIPIO, UT  
SCOFIELD, UT  
SIGURD, UT  
SMITHFIELD, UT  
SNOWVILLE, UT  
SOUTH OGDEN, UT  
SOUTH WEBER, UT

SPANISH FORK, UT  
SPRING CITY, UT  
SPRINGDALE, UT  
SPRINGVILLE, UT  
STERLING, UT  
STOCKTON, UT  
SUNNYSIDE, UT  
SUNSET CITY CORP, UT  
SYRACUSE, UT  
TABIONA, UT  
THE CITY OF HAPPY VALLEY OREGON  
TOOELE CITY CORPORATION, UT  
TOQUERVILLE, UT  
TORREY, UT  
TREMONTON CITY, UT  
TRENTON, UT  
TROPIC, UT  
UINTAH, UT  
VERNAL CITY, UT

VERNON, UT  
VINEYARD, UT  
VIRGIN, UT  
WALES, UT  
WALLSBURG, UT  
WASHINGTON CITY, UT  
WASHINGTON TERRACE, UT  
WELLINGTON, UT  
WELLSVILLE, UT  
WENDOVER, UT  
WEST BOUNTIFUL, UT  
WEST HAVEN, UT  
WEST JORDAN, UT  
WEST POINT, UT  
WEST VALLEY CITY, UT  
WILLARD, UT  
WOODLAND HILLS, UT  
WOODRUFF, UT  
WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:**

ASCENSION PARISH, LA  
ASCENSION PARISH, LA, CLEAR OF COURT  
ASSOCIATION OF OREGON COUNTIES  
BAKER COUNTY, OR  
BENTON COUNTY, OR  
BOARD OF WATER SUPPLY, OR  
CADDO PARISH, LA  
CALCASIEU PARISH SHERIFF'S OFFICE, LA  
CALCASIEU PARISH, LA  
CITY AND COUNTY OF HONOLULU, HI  
CLACKAMAS COUNTY DEPT OF TRANS, OR  
CLACKAMAS COUNTY, OR  
CLATSOP COUNTY, OR  
COLUMBIA COUNTY, OR  
COOS COUNTY HIGHWAY DEPARTMENT, OR  
COOS COUNTY, OR  
COUNTY OF BEVER, UT  
COUNTY OF BOX ELDER, UT  
COUNTY OF CACHE, UT  
COUNTY OF CARBON, UT  
COUNTY OF DAGGETT, UT  
COUNTY OF DAVIS, UT  
COUNTY OF DUCHESNE, UT  
COUNTY OF EMERY, UT  
COUNTY OF GARFIELD, UT  
COUNTY OF GRAND, UT  
COUNTY OF HAWAII, OR  
COUNTY OF IRON, UT  
COUNTY OF JUAB, UT  
COUNTY OF KANE, UT  
COUNTY OF MILLARD, UT  
COUNTY OF MORGAN, UT  
COUNTY OF PIUTE, UT  
COUNTY OF RICH, UT  
COUNTY OF SALT LAKE, UT  
COUNTY OF SAN JUAN, UT  
COUNTY OF SANPETE, UT  
COUNTY OF SEVIER, UT

COUNTY OF SUMMIT, UT  
COUNTY OF TOOELE, UT  
COUNTY OF UINTAH, UT  
COUNTY OF UTAH, UT  
COUNTY OF WASATCH, UT  
COUNTY OF WASHINGTON, UT  
COUNTY OF WAYNE, UT  
COUNTY OF WEBER, UT  
CROOK COUNTY ROAD DEPARTMENT, OR  
CROOK COUNTY, OR  
CURRY COUNTY, OR  
DESCHUTES COUNTY, OR  
DOUGLAS COUNTY, OR  
EAST BATON ROUGE PARISH, LA  
GILLIAM COUNTY, OR  
GRANT COUNTY, OR  
HARNEY COUNTY SHERIFFS OFFICE, OR  
HARNEY COUNTY, OR  
HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR  
KAUAI COUNTY, HI  
KLAMATH COUNTY, OR  
LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
LAFAYETTE PARISH CONV & VISITORS COM  
LAFAYETTE PARISH, LA  
LAFOURCHE PARISH HEALTH UNIT -- DHH-OPH  
REG 3  
LAFOURCHE PARISH, LA  
LAKE COUNTY, OR  
LANE COUNTY, OR  
LINCOLN COUNTY, OR  
LINN COUNTY, OR  
LIVINGSTON PARISH, LA  
MALHEUR COUNTY, OR

MARION COUNTY, SALEM, OR  
MAUI COUNTY, HI  
MORROW COUNTY, OR  
MULTNOMAH COUNTY BUSINESS & COMMUNITY  
SRVCS, OR  
MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
MULTNOMAH COUNTY, OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK COUNTY, OR  
RAPIDES PARISH, LA  
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA  
SAINT CHARLES PARISH, LA  
SAINT LANDRY PARISH, LA

SAINT TAMMANY PARISH, LA  
SHERMAN COUNTY, OR  
TERREBONNE PARISH, LA  
TILLAMOOK COUNTY GENERAL HOSPITAL, OR  
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
TILLAMOOK COUNTY, OR  
UMATILLA COUNTY, OR  
UNION COUNTY, OR  
WALLOWA COUNTY, OR  
WASCO COUNTY, OR  
WASHINGTON COUNTY, OR  
WEST BATON ROUGE PARISH, LA  
WHEELER COUNTY, OR  
YAMHILL COUNTY, OR

**OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS,  
PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND  
UTILITIES INCLUDING BUT NOT LIMITED TO:**

BATON ROUGE WATER COMPANY  
BEND METRO PARK AND RECREATION DISTRICT  
BIENVILLE PARISH FIRE PROTECTION DIST 6, LA  
BOARDMAN PARK AND RECREATION DISTRICT  
CARBON COUNTY REC/TRANS SPECIAL SVC DIST,  
UT  
CENTRAL CITY ECONOMIC OPP CORP, LA  
CENTRAL OREGON INTERGOV COUNCIL  
CENTRAL UTAH WATER CONSERVANCY DIST, UT  
CENTRAL VALLEY WATER RECLAMATION  
FACILITY, UT  
CHEHALEM PARK AND RECREATION DISTRICT  
CLACKAMAS RIVER WATER  
CLATSKANIE PEOPLE'S UTILITY DISTRICT  
CLEAN WATER SERVICES  
CONFEDERATED TRIBES OF THE UMATILLA  
INDIAN RESERVATION  
COOS FOREST PROTECTIVE ASSOCIATION  
DAVID CROCKETT STEAM FIRE COMPANY #1, LA  
EUGENE WATER AND ELECTRIC BOARD  
HOODLAND FIRE DISTRICT #74  
HOUSING AUTHORITY OF PORTLAND  
ILLINOIS VALLEY FIRE DISTRICT  
JOHN DAY CANYON CITY PARKS AND  
RECREATION DISTRICT  
JORDAN VALLEY WATER CONSERVANCY  
DISTRICT, UT  
LAFAYETTE AIRPORT COMMISSION, LA  
LANE FIRE AUTHORITY, OR  
LONE PEAK FIRE DISTRICT, UT  
LOUISIANA PUBLIC SERVICE COMMISSION, LA  
LOUISIANA WATER WORKS

MEDFORD WATER COMMISSION  
MELHEUR COUNTY JAIL, OR  
METRO REGIONAL GOVERNMENT  
METRO REGIONAL PARKS  
METRO EXPOSITION RECREATION COMMISSION  
METROPOLITAN SERVICE DISTRICT (METRO)  
MULTNOMAH EDUCATION SERVICE DISTRICT  
NORTH DAVIS FIRE DISTRICT, UT  
OREGON COAST COMMUNITY ACTION  
OREGON HOUSING AND COMMUNITY SERVICES  
OREGON LEGISLATIVE ADMINISTRATION  
PORTLAND DEVELOPMENT COMMISSION, OR  
PROVO RIVER WATER USERS ASSOCIATION, UT  
SAINT LANDRY PARISH TOURIST COMMISSION  
SAINT TAMMANY FIRE DISTRICT 4, LA  
SALEM MASS TRANSIT DISTRICT  
SALT LAKE CITY AIRPORT, UT  
SEWERAGE AND WATER BOARD OF NEW  
ORLEANS, LA  
SOUTH VALLEY SEWER DISTRICT, UT  
SOUTHEASTERN LOUISIANAN UNIVERSITY  
TRI-COUNTY METROPOLITAN TRANSPORTATION  
DISTRICT OF OREGON  
TUALATIN HILLS PARK & RECREATION DISTRICT  
TUALATIN VALLEY FIRE & RESCUE  
UNIFIED FIRE AUTHORITY, UT  
UNITAH RECREATION DISTRICT, UT  
UTAH HOUSING CORPORATION, UT  
UTAH TRANSIT AUTHORITY, UT  
WILLAMALANE PARK AND RECREATION  
DISTRICT  
WILLAMETTE HUMANE SOCIETY

**K-12 INCLUDING BUT NOT LIMITED TO:**

ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT  
ACADIA PARISH SCHOOL BOARD  
ALIANZA ACADEMY, UT  
ALPINE DISTRICT, UT  
AMERICAN LEADERSHIP ACADEMY, UT  
AMERICAN PREPARATORY ACADEMY, UT  
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT  
BEAR RIVER CHARTER SCHOOL, UT  
BEAVER SCHOOL DISTRICT, UT  
BEAVERTON SCHOOL DISTRICT  
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA), UT  
BEND-LA PINE SCHOOL DISTRICT  
BOSSIER PARISH SCHOOL BOARD  
BOX ELDER SCHOOL DISTRICT, UT  
BROOKING HARBOR SCHOOL DISTRICT NO.17-C  
CACHE COUNTY SCHOOL DISTRICT, UT  
CADDO PARISH SCHOOL DISTRICT  
CALCASIEU PARISH SCHOOL DISTRICT  
CANBY SCHOOL DISTRICT  
CANYON RIM ACADEMY, UT  
CANYONS DISTRICT, UT  
CANYONVILLE CHRISTIAN ACADEMY  
CARBON SCHOOL DISTRICT, UT  
CASCADES ACADEMY OF CENTRAL OREGON CBA CENTER, UT  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
CHANNING HALL, UT  
CHARTER SCHOOL LEWIS ACADEMY, UT  
CITY ACADEMY, UT  
COOS BAY SCHOOL DISTRICT NO.9  
CORVALLIS SCHOOL DISTRICT 509J  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT  
DAGGETT SCHOOL DISTRICT, UT  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAVINCI ACADEMY, UT  
DAVIS DISTRICT, UT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
DUAL IMMERSION ACADEMY, UT  
DUCHESNE SCHOOL DISTRICT, UT  
DUFUR SCHOOL DISTRICT NO.29  
EARLY LIGHT ACADEMY AT DAYBREAK, UT  
EAST BATON ROUGE PARISH SCHOOL DISTRICT  
EAST HOLLYWOOD HIGH, UT  
EDITH BOWEN LABORATORY SCHOOL, UT  
EMERSON ALCOTT ACADEMY, UT  
EMERY SCHOOL DISTRICT, UT  
ENTHEOS ACADEMY, UT  
ESTACADA SCHOOL DISTRICT NO.10B  
EXCELSIOR ACADEMY, UT  
FAST FORWARD HIGH, UT  
FOREST GROVE SCHOOL DISTRICT  
FREEDOM ACADEMY, UT  
GARFIELD SCHOOL DISTRICT, UT  
GATEWAY PREPARATORY ACADEMY, UT  
GEORGE MIDDLE SCHOOL  
GEORGE WASHINGTON ACADEMY, UT  
GLADSTONE SCHOOL DISTRICT  
GOOD FOUNDATION ACADEMY, UT  
GRAND SCHOOL DISTRICT, UT  
GRANITE DISTRICT, UT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
GUADALUPE SCHOOL, UT  
HAWTHORN ACADEMY, UT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HILLSBORO SCHOOL DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
INTECH COLLEGIATE HIGH SCHOOL, UT  
IRON SCHOOL DISTRICT, UT  
ITINERIS EARLY COLLEGE HIGH, UT  
JACKSON CO SCHOOL DIST NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON PARISH SCHOOL DISTRICT  
JEFFERSON SCHOOL DISTRICT  
JOHN HANCOCK CHARTER SCHOOL, UT  
JORDAN DISTRICT, UT  
JUAB SCHOOL DISTRICT, UT  
KANE SCHOOL DISTRICT, UT  
KARL G MAESER PREPARATORY ACADEMY, UT  
KLAMATH FALLS CITY SCHOOLS  
LAFAYETTE PARISH SCHOOL DISTRICT  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LAKEVIEW ACADEMY, UT  
LANE COUNTY SCHOOL DISTRICT 4J  
LEGACY PREPARATORY ACADEMY, UT  
LIBERTY ACADEMY, UT  
LINCOLN ACADEMY, UT  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN CO. SCHOOL DIST. 95C  
LIVINGSTON PARISH SCHOOL DISTRICT  
LOGAN SCHOOL DISTRICT, UT  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
MARGARET SCOTT ELEMENTARY SCHOOL, OR  
MARIA MONTESSORI ACADEMY, UT  
MARION COUNTY SCHOOL DISTRICT  
MARION COUNTY SCHOOL DISTRICT I03  
MCMINNVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MERIT COLLEGE PREPARATORY ACADEMY, UT  
MILLARD SCHOOL DISTRICT, UT  
MITCH CHARTER SCHOOL  
MOAB CHARTER SCHOOL, UT  
MONROE SCHOOL DISTRICT NO:IJ  
MONTICELLO ACADEMY, UT

MORGAN SCHOOL DISTRICT, UT  
MOUNTAINVILLE ACADEMY, UT  
MUL TNOMAH EDUCATION SERVICE DISTRICT  
MULTISENSORY LEARNING ACADEMY  
MURRAY SCHOOL DISTRICT, UT  
MYRTLE PINT SCHOOL DISTRICT 41  
NAVIGATOR POINTE ACADEMY, UT  
NEAH-KAH-NIE DISTRICT NO.56  
NEBO SCHOOL DISTRICT, UT  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NO UT ACAD FOR MATH ENGINEERING & SCIENCE  
(NUAMES), UT  
NOAH WEBSTER ACADEMY, UT  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH DAVIS PREPARATORY ACADEMY, UT  
NORTH DOUGLAS SCHOOL DISTRICT  
NORTH SANPETE SCHOOL DISTRICT, UT  
NORTH STAR ACADEMY, UT  
NORTH SUMMIT SCHOOL DISTRICT, UT  
NORTH WASCO CITY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL EDUCATION SERVICE  
DISTRICT  
ODYSSEY CHARTER SCHOOL, UT  
OGDEN PREPARATORY ACADEMY, UT  
OGDEN SCHOOL DISTRICT, UT  
ONTARIO MIDDLE SCHOOL  
OPEN CLASSROOM, UT  
OPEN HIGH SCHOOL OF UTAH, UT  
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT  
OREGON TRAIL SCHOOL DISTRICT NOA6  
ORLEANS PARISH SCHOOL DISTRICT  
PARADIGM HIGH SCHOOL, UT  
PARK CITY SCHOOL DISTRICT, UT  
PHOENIX-TALENT SCHOOL DISTRICT NOA  
PINNACLE CANYON ACADEMY, UT  
PIUTE SCHOOL DISTRICT, UT  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
PROVIDENCE HALL, UT  
PROVO SCHOOL DISTRICT, UT  
QUAIL RUN PRIMARY SCHOOL, UT  
QUEST ACADEMY, UT  
RANCHES ACADEMY, UT  
RAPIDES PARISH SCHOOL DISTRICT  
REAGAN ACADEMY, UT  
REDMOND SCHOOL DISTRICT  
RENAISSANCE ACADEMY , UT  
REYNOLDS SCHOOL DISTRICT  
RICH SCHOOL DISTRICT, UT  
ROCKWELL CHARTER HIGH SCHOOL, UT  
ROGUE RIVER SCHOOL DISTRICT NO.35  
ROSEBURG PUBLIC SCHOOLS  
SALT LAKE ARTS ACADEMY, UT  
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT  
SALT LAKE SCHOOL DISTRICT, UT  
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT  
SAN JUAN SCHOOL DISTRICT, UT  
SCAPPOOSE SCHOOL DISTRICT 1J

SEASIDE SCHOOL DISTRICT 10  
SEVIER SCHOOL DISTRICT, UT  
SHERWOOD SCHOOL DISTRICT 88J  
SILVER FALLS SCHOOL DISTRICT 4J  
SOLDIER HOLLOW CHARTER SCHOOL, UT  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTH SANPETE SCHOOL DISTRICT, UT  
SOUTH SUMMIT SCHOOL DISTRICT, UT  
SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
SPECTRUM ACADEMY, UT  
SPRINGFIELD SCHOOL DISTRICT NO.19  
SUCCESS ACADEMY, UT  
SUCCESS SCHOOL, UT  
SUMMIT ACADEMY, UT  
SUMMIT ACADEMY HIGH SCHOOL, UT  
SWEET HOME SCHOOL DISTRICT NO.55  
SYRACUSE ARTS ACADEMY, UT  
TERREBONNE PARISH SCHOOL DISTRICT  
THE CATLIN GABEL SCHOOL  
THOMAS EDISON - NORTH, UT  
TIGARD-TUALATIN SCHOOL DISTRICT  
TIMPANOGOS ACADEMY, UT  
TINTIC SCHOOL DISTRICT, UT  
TOOELE SCHOOL DISTRICT, UT  
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS,  
UT  
UINTAH RIVER HIGH, UT  
UINTAH SCHOOL DISTRICT, UT  
UMATILLA MORROW ESD  
UTAH CONNECTIONS ACADEMY, UT  
UTAH COUNTY ACADEMY OF SCIENCE, UT  
UTAH ELECTRONIC HIGH SCHOOL, UT  
UTAH SCHOOLS FOR DEAF & BLIND, UT  
UTAH STATE OFFICE OF EDUCATION, UT  
UTAH VIRTUAL ACADEMY, UT  
VENTURE ACADEMY, UT  
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS  
AND TECHNOLOGY, UT  
WALDEN SCHOOL OF LIBERAL ARTS, UT  
WASATCH PEAK ACADEMY, UT  
WASATCH SCHOOL DISTRICT, UT  
WASHINGTON COUNTY SCHOOL DISTRICT, UT  
WAYNE SCHOOL DISTRICT, UT  
WEBER SCHOOL DISTRICT, UT  
WEILENMANN SCHOOL OF DISCOVERY, UT  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
WILLAMETTE EDUCATION SERVICE DISTRICT  
WOODBURN SCHOOL DISTRICT  
WOODLAND ELEMENTARY SCHOOL, OR  
YONCALLA SCHOOL DISTRICT NO.32

**HIGHER EDUCATION**

ARGOSY UNIVERSITY  
BATON ROUGE COMMUNITY COLLEGE, LA  
BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
BRIGHAM YOUNG UNIVERSITY - HAWAII  
CENTENARY COLLEGE OF LOUISIANA  
CENTRAL OREGON COMMUNITY COLLEGE  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLLEGE OF EASTERN UTAH, UT  
COLLEGE OF THE MARSHALL ISLANDS  
COLUMBIA GORGE COMMUNITY COLLEGE  
CONCORDIA UNIVERSITY  
DEVRY UNIVERSITY - PORTLAND  
DIXIE STATE COLLEGE, UT  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
LOUISIANA COLLEGE, LA  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PIONEER PACIFIC COLLEGE  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
PROSPECTIVE STUDENT INFORMATION, UT  
REED COLLEGE  
RESEARCH CORP OF THE UNIVERSITY OF HAWAII  
ROGUE COMMUNITY COLLEGE  
SALT LAKE COMMUNITY COLLEGE, UT  
SNOW COLLEGE, UT  
SOUTHEASTERN LOUISIANA UNIVERSITY  
SOUTHERN OREGON UNIV (OREGON UNIV SYS)  
SOUTHERN UTAH UNIVERSITY, UT  
SOUTHWESTERN OREGON COMM COLLEGE  
TILLAMOOK BAY COMMUNITY COLLEGE  
TULANE UNIVERSITY  
UMPQUA COMMUNITY COLLEGE  
UNIVERSITY OF HAWAII BOARD OF REGENTS  
UNIVERSITY OF HAWAII-HONOLULU COMM COLLEGE  
UNIVERSITY OF NEW ORLEANS  
UNIVERSITY OF OREGON  
UNIVERSITY OF OREGON-GRADUATE SCHOOL  
UNIVERSITY OF PORTLAND  
UNIVERSITY OF UTAH, UT  
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

UTAH STATE UNIVERSITY, UT  
UTAH SYSTEM OF HIGHER EDUCATION (USHE)  
UTAH VALLEY UNIVERSITY, UT  
WEBER STATE UNIVERSITY, UT  
WESTERN OREGON UNIVERSITY  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
XAVIER UNIVERSITY

**STATE AGENCIES**

ADMINISTRATIVE SERVICES OFFICE  
BOARD OF MEDICAL EXAMINERS  
HAWAII CHILD SUPPORT ENFORCEMENT AGY  
HAWAII DEPARTMENT OF TRANSPORTATION  
HAWAII HEALTH SYSTEMS CORPORATION  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPT OF TRANSPORTATION  
OREGON DEPT. OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION CENTER  
SEIU LOCAL 503, OPEU  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPT OF DEFENSE, STATE OF HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPT. OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPT. OF EDUCATION  
STATE OF LOUISIANA, 26<sup>TH</sup> JUDICIAL DIST ATTY  
STATE OF UTAH

CONTRACT NO: 1584-14299

EXHIBIT 4

**Evidence of Insurance**



**Cook County  
Office of the Chief Procurement Officer  
Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b>	
<input type="radio"/> Disqualification	
<input type="radio"/> Check Complete	

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1584-14299	Date: 3-23-2015
Total Bid or Proposal Amount:	Contract Title: Cook County Fuel Contract
Contractor: Mansfield Oil Company	Subcontractor/Supplier/ Subconsultant to be added or substitute: NA
Authorized Contact Josh Epperson for Contractor;	Authorized Contact for Subcontractor/Supplier/ Subconsultant: NA
Email Address jepperson@mansfieldoil (Contractor):	Email Address (Subcontractor): NA
Company Address 1025 Airport Pkwy S (Contractor):	Company Address (Subcontractor): NA
City, State and Zip (Contractor): Gainesville, GA 30501	City, State and Zip (Subcontractor): NA
Telephone and Fax 678-450-2000 (Contractor)	Telephone and Fax (Subcontractor) NA
Estimated Start and Completion Dates May 1, 2015 (Contractor)	Estimated Start and Completion Dates (Subcontractor) NA

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
Bulk fuel supply.	

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor Mansfield Oil Company

Name Josh Epperson

Title Director, Government Services 3-23-15

Prime Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_



**OFFICE OF THE COOK COUNTY COMPTROLLER**  
**ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")**

**FOR INFORMATION PURPOSES ONLY**

**This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").**  
**If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark**  
**Street, Room 500, Chicago, IL 60602.**

**DESCRIPTION**

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

**3. Dedicated Credit Card – "PULL" Settlement**

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

**4. One-Time Use Credit Card – "SUGA" Settlement**

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

VETERAN'S PREFERENCE FOR VBE AND SDVBE

INSTRUCTIONS

In accordance with Section 34-236(b) of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of five percent of the amount of the Contract to a Responsible and Responsive Veterans Owned Business Enterprise (VBE) and Service Disabled Veterans Business Enterprise (SDVBE) requesting a preference for Bids. All Bidders who are requesting this preference must complete the form, and attach a copy of its certification. Prior to applying the five percent preference, the CPO must receive approval from the Contract Compliance Director (CCD) that the Bidder is a qualified VBE or SDVBE.

DEFINITIONS

Veteran-owned Business Enterprise (VBE) means a small business (i) that is at least 51 percent owned, controlled and managed by one or more Eligible Veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Eligible Veterans; (ii) that has its home office in Illinois, as certified by the Contract Compliance Director (CCD) under policies and procedures promulgated by the CCD.

Eligible Veteran means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.

Armed forces of the United States means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.

Service-Disabled Veteran-owned Business Enterprise (SDVBE) means a small business (i) that is at least 51 percent owned, controlled, and managed by one or more qualified service disabled veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Service Disabled Veterans; (ii) that has its home office in Illinois, as certified by the CCD under policies and procedures promulgated by the CCD.

Service-Disabled Veteran means an Eligible Veteran who has been found to have 10 percent or more service connected disability by the United States Department of Veterans Affairs or the United States Department of Defense.

Service-connected disability means a disability incurred in the line of duty in the active military, naval or air service as described in 38 U.S.C. 101(16).

Small Business means a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 CFR Part 121, as related to the nature of the work the Person seeks to perform on Contracts. A Person is not an eligible small business enterprise in any calendar fiscal year in which its gross receipts, averaged over the Person's previous five fiscal years, exceed the size standards of 13 CFR Part 121.

REQUEST FOR PREFERENCE

NA Bidder is requesting to receive a preference as a VBE. By requesting this preference, Bidder certifies that it meets the definition of a VBE, as set forth above and has included a copy of its certification.

NA Bidder is requesting to receive a preference as a SDVBE. By requesting this preference, Bidder certifies that it meets The definition of a SDVBE, as set forth above and has included a copy of its certification.

Josh Epperson
Bidder (please print of type)
Signature
E-mail address: jepperson@mansfieldoil.com

Director, Government Services
Title
Date: 3-23-15
Phone Number: 970-333-1475

Subscribed to and sworn before me, this 24th day of March, 2015.

Notary Public Signature

My commission expires:

Notary Seal

**AFFIDAVIT  
VETERAN'S WORKPLACE PREFERENCE PUBLIC WORKS CONTRACTS**

**INSTRUCTIONS**

In accordance with Section 34-236(a) of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of one percent of the amount of the Contract to a Responsible and Responsive Contractor for a Public Works Contract when such Contractor has committed by affidavit to utilize Eligible Veterans for at least five percent of the hours worked under such Contract. Failure to utilize Eligible Veterans in accordance with the affidavit will result in breach of contract. All Bidders who are requesting this preference must complete this Affidavit.

**DEFINITIONS**

*Eligible Veteran* means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.

*Armed forces of the United States* means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.

*Public Works* means all fixed works constructed or demolished by the County, or paid for wholly or in part out of public funds administered by the County. "Public Works" as defined herein includes all projects financed in whole or in part with bonds, grants, loans, or other funds made available by or through federal or State government, or the County. "Public Works" does not include projects undertaken by the owner at an owner-occupied single-family residence or at an owner-occupied unit of a multifamily residence. "Public Works" includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented.

I, NA, being first duly sworn, do depose and state as follows:

- I am the authorized representative and I have the authority to make this Affidavit for and on behalf of the Bidder.
- The Bidder is requesting the CPO grant a preference of one percent of the amount of the Contract in accordance with Section 34-236(a) of the Cook Procurement Code, as set forth above.
- In accordance with the Cook County Procurement Code, the Bidder shall commit to utilize Eligible Veterans for at least five percent of the hours worked under the Contract. The Eligible Veterans must be employed directly by the Bidder.
- The Bidder shall be solely responsible for requesting all persons to provide Bidder with appropriate documentation to ensure that such person(s) is an Eligible Veteran, as defined above. Bidder certifies, that by seeking this preference, it shall maintain appropriate documentation, including payroll records, which show the number of hours worked by Eligible Veterans.
- The Bidder certifies, affirms and acknowledges that the failure to utilize Eligible Veterans in accordance with this Affidavit will result in a breach of contract, which will allow the County to seek all rights and remedies as set forth in the Contract and any other appropriate remedies available in equity or at law.

NA Josh Epperson  
 Bidder (please print or type)  
[Signature]  
 Signature  
jepperson@mansfieldoil.com  
 E-mail address

Director Government Services  
 Title  
3-23-15  
 Date  
970-333-1475  
 Phone Number

Subscribed to and sworn before me this 24th day of March, 2015.

My commission expires:

[Signature]  
Notary Public Signature

Notary Seal

**COOK COUNTY  
ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
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2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 3 - 12
4	Contract and EDS Execution Page	EDS 13-15
5	Cook County Signature Page	EDS 16

**SECTION 1**  
**INSTRUCTIONS FOR COMPLETION OF**  
**ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

**Definitions.** Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

*Affiliate* means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on municode.com.

*Contract* shall include any written document to make Procurements by or on behalf of Cook County.

*Contractor* or *Contracting Party* means a person that enters into a Contract with the County.

*Control* means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

*EDS* means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

*Joint Venture* means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

*Lobby* or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

*Lobbyist* means any person who lobbies.

*Person* or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

*Prohibited Acts* means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

*RFQ* means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

**Section 1: Instructions.** Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 3: Economic and Other Disclosures Statement.** Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

**Required Updates.** The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at [cookcountyil.gov/ethics-board-of](http://cookcountyil.gov/ethics-board-of).

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS:

## SECTION 2

### CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

#### A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

#### B. BID-RIGGING OR BID ROTATING

**THE APPLICANT HEREBY CERTIFIES THAT:** In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

#### C. DRUG FREE WORKPLACE ACT

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

**F. ILLINOIS HUMAN RIGHTS ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

**G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

**H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)**

**THE APPLICANT CERTIFIES THAT:** it has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;**

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

**SECTION 3**

**REQUIRED DISCLOSURES**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
NA	None

**2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)**

*Local business* means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totalling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?

Yes: \_\_\_\_\_ No:   x  

b) If yes, list business addresses within Cook County:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: \_\_\_\_\_ No:   x  

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)**

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): NA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b)  The Applicant owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

\_\_\_\_\_  
\_\_\_\_\_

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

**COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS**

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

**Privilege Information:**

County Privilege: NA Motor Fuels  
 County Department: Various Cook County Agencies

**Applicant Information:**

Last name: Mansfield First Name: Michael MI: F.  
 SS# (Last Four Digits): 5890 Date of Birth: 6/27/60  
 Street Address: 1025 Airport Parkway  
 City: GAYNESVILLE State: GA Zip: 30501  
 Home Phone: (678) 450-2000 Driver's License No: 007301733

**Child Support Obligation Information:**

The Applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

- A. The Applicant has no judicially or administratively ordered child support obligations.
- B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
- C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations
- D. The Applicant is not a substantial owner as defined above.

The Applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn to before me this 24<sup>th</sup> day of March, 2015

Courtney J. White  
 Notary Public Signature Notary Seal

Note: The above information is subject to verification prior to the award of the contract.

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT**

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the  Applicant or  Stock/Beneficial Interest Holder

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name Mansfield Oil Company  
 D/B/A: \_\_\_\_\_ FEIN NO/SSN (LAST FOUR DIGITS): 58-1091383  
 Street Address: 1025 Airport Pkwy SW  
 City: Gainesville State: GA Zip Code: 30501  
 Phone No.: 678-450-2000 Fax Number: 678-450-2273 Email: jepperson@mansfieldoil.com

Cook County Business Registration Number: 2990993  
 (Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): \_\_\_\_\_

**Form of Legal Entity:**

- Sole Proprietor     Partnership     Corporation     Trustee of Land Trust
- Business Trust     Estate     Association     Joint Venture
- Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership of more than five percent (6%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Michael F. Mansfield, Sr.	1025 Airport Parkway, Gainesville, Ga, 30501	100%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity?  Yes  No  
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

**Corporate Officers; Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
N/A			

**Declaration (check the applicable box):**

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

John Rettiger  
Name of Authorized Applicant/Holder Representative (please print or type)  
Signature *John Rettiger*  
jrettiger@mansfieldoil.com  
E-mail address

Subscribed to and sworn before me  
this 24 day of March, 2015.

x *Courtney Wheeler*  
Notary Public Signature

SVP, Refined Products  
Title  
3/24/2015  
Date  
678-450-2094  
Phone Number  
My commission expires: 9/2/17  
Notary Seal



**COOK COUNTY BOARD OF ETHICS**  
69 W. WASHINGTON STREET, SUITE 3040  
CHICAGO, ILLINOIS 60602  
312/603-4304 Office 312/603-9988 Fax

### **FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

#### **Nepotism Disclosure Requirement:**

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

#### **Additional Definitions:**

"*Familial relationship*" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- |                                  |  |                                       |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent  | <input type="checkbox"/> Grandparent     | <input type="checkbox"/> Stepfather   |
| <input type="checkbox"/> Child   | <input type="checkbox"/> Grandchild      | <input type="checkbox"/> Stepmother   |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law   | <input type="checkbox"/> Stepson      |
| <input type="checkbox"/> Sister  | <input type="checkbox"/> Mother-in-law   | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt    | <input type="checkbox"/> Son-in-law      | <input type="checkbox"/> Stepbrother  |
| <input type="checkbox"/> Uncle   | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister   |
| <input type="checkbox"/> Niece   | <input type="checkbox"/> Brother-in-law  | <input type="checkbox"/> Half-brother |
| <input type="checkbox"/> Nephew  | <input type="checkbox"/> Sister-in-law   | <input type="checkbox"/> Half-sister  |

COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM

**A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY**

Name of Person Doing Business with the County: Josh Epperson Director, Gov Services

Address of Person Doing Business with the County: 1025 Airport Pkwy SW Gainesville Ga. 30501

Phone number of Person Doing Business with the County: 970333175

Email address of Person Doing Business with the County: jepperson@mansfielddoil.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:  
see above

**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

*Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the preceding calendar year if disclosure is made on January 1), identify:*

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: \_\_\_\_\_

1584-14299

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 2,085,721

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: \_\_\_\_\_

Barbi Flock, Specifications Engineer

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: \_\_\_\_\_

Alesia Hawkins, Department Chief of Proc Mgr.

**C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS**

*Check the box that applies and provide related information where needed*

The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. The familial relationships are as follows:

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*If more space is needed, attach an additional sheet following the above format.*

- The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. The familial relationships are as follows:

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County

Name of Related County Employee or State, County or Municipal Elected Official

Title and Position of Related County Employee or State, County or Municipal Elected Official

Nature of Familial Relationship\*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County

Name of Related County Employee or State, County or Municipal Elected Official

Title and Position of Related County Employee or State, County or Municipal Elected Official

Nature of Familial Relationship\*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Employee of Business Entity Directly Engaged in Doing Business with the County

Name of Related County Employee or State, County or Municipal Elected Official

Title and Position of Related County Employee or State, County or Municipal Elected Official

Nature of Familial Relationship\*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

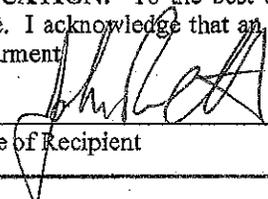
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\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*If more space is needed, attach an additional sheet following the above format.*

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.



Signature of Recipient

3/24/2015

Date

**SUBMIT COMPLETED FORM TO:**

Cook County Board of Ethics  
69 West Washington Street, Suite 3040, Chicago, Illinois 60602  
Office (312) 603-4304 – Fax (312) 603-9988  
CookCounty.Ethics@cookcountyil.gov

\* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

CONTRACT AND EDS EXECUTION PAGE

**PLEASE EXECUTE THREE ORIGINALS**

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Doug Haugh  
\_\_\_\_\_  
President's Name

678-450-2059  
\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Secretary Signature

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Secretary Signature

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
President's Signature

dhaugh@mansfieldoil.com  
\_\_\_\_\_  
Email

\_\_\_\_\_  
Date

3/25/2015  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Execution by LLC

NA  
\_\_\_\_\_  
Member/Manager (Signature)\*

NA  
\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Telephone

NA  
\_\_\_\_\_  
Date

NA  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Execution by Partnership/Joint Venture

NA  
\_\_\_\_\_  
Partner/Joint Venturer (Signature)\*

NA  
\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Telephone

NA  
\_\_\_\_\_  
Date

NA  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Execution by Sole Proprietorship

NA  
\_\_\_\_\_  
Signature

NA  
\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Telephone

NA  
\_\_\_\_\_  
Date

NA  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Subscribed and sworn to before me this

25 day of March, 2015.

\_\_\_\_\_  
Notary Public Signature

My commission expires: 9/2/17

\_\_\_\_\_  
Notary Seal

If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

SECTION 4

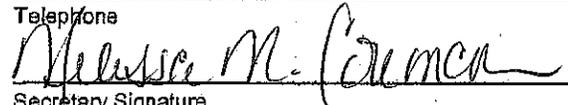
CONTRACT AND EDS EXECUTION PAGE  
PLEASE EXECUTE THREE ORIGINALS

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Execution by Corporation

Doug Haugh  
\_\_\_\_\_  
President's Name  
678-450-2059  
\_\_\_\_\_  
Telephone

  
\_\_\_\_\_  
President's Signature  
dhaugh@mansfieldoil.com  
\_\_\_\_\_  
Email

  
\_\_\_\_\_  
Secretary Signature

\_\_\_\_\_  
Email  
3/25/2015  
\_\_\_\_\_  
Date

Execution by LLC

NA  
\_\_\_\_\_  
Member/Manager (Signature)\*  
NA  
\_\_\_\_\_  
Telephone

NA  
\_\_\_\_\_  
Date  
NA  
\_\_\_\_\_  
Email

Execution by Partnership/Joint Venture

NA  
\_\_\_\_\_  
Partner/Joint Venturer (Signature)\*  
NA  
\_\_\_\_\_  
Telephone

NA  
\_\_\_\_\_  
Date  
NA  
\_\_\_\_\_  
Email

Execution by Sole Proprietorship

NA  
\_\_\_\_\_  
Signature  
NA  
\_\_\_\_\_  
Telephone

NA  
\_\_\_\_\_  
Date  
NA  
\_\_\_\_\_  
Email

Subscribed and sworn to before me this  
25 day of March, 2015.

My commission expires: 9/2/17

  
\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

SECTION 4

CONTRACT AND EDS EXECUTION PAGE

PLEASE EXECUTE THREE ORIGINALS

The Applicant hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Doug Haugh

President's Name

678-450-2059

Telephone

Secretary Signature

President's Signature

dhugh@mansfieldoil.com

Email

3/25/2015

Date

Execution by LLC

NA

NA

Member/Manager (Signature)\*

NA

Date

NA

Telephone

Email

Execution by Partnership/Joint Venture

NA

NA

Partner/Joint Venturer (Signature)\*

NA

Date

NA

Telephone

Email

Execution by Sole Proprietorship

NA

NA

Signature

NA

Date

NA

Telephone

Email

Subscribed and sworn to before me this

25 day of March 2015

My commission expires:

9/2/17

*Notary Signature*

Notary Public Signature

Notary Seal

If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

**SECTION 5  
COOK COUNTY SIGNATURE PAGE**

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

\_\_\_\_\_  
COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

**IN THE CASE OF A BID/ PROPOSAL/RESPONSE, THE COUNTY HEREBY ACCEPTS:**

THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

OR

ITEM(S), SECTION(S), PART(S): \_\_\_\_\_  
\_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ \_\_\_\_\_  
(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

*APPROVED AS TO FORM:*

\_\_\_\_\_  
ASSISTANT STATE'S ATTORNEY  
(Required on contracts over \$1,000,000.00)

**MBE/WBE UTILIZATION PLAN - FORM 1**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

**I. BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at [www.cookcountylil.gov/contractcompliance](http://www.cookcountylil.gov/contractcompliance))
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

**II.**  **Direct Participation of MBE/WBE Firms**       **Indirect Participation of MBE/WBE Firms**

**NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.**

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Diversified Energy Supply  
 Address: 12600 Deerfield Parkway Milton, GA 30004  
 E-mail: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Dollar Amount Participation: \$ \$531,250 approximate  
 Percent Amount of Participation: 17.5% %  
 \*Letter of Intent attached? Yes X No \_\_\_\_\_  
 \*Current Letter of Certification attached? Yes X No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Dollar Amount Participation: \$ \_\_\_\_\_  
 Percent Amount of Participation: \_\_\_\_\_ %  
 \*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_  
 \*Current Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

*Attach additional sheets as needed.*

**\* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

**MBE/WBE LETTER OF INTENT - FORM 2**

M/WBE Firm: \_\_\_\_\_

Certifying Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Certification Expiration Date: \_\_\_\_\_

Address: \_\_\_\_\_

Ethnicity: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Bid/Proposal/Contract #: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

FEIN #: \_\_\_\_\_

Email: \_\_\_\_\_

Participation:     Direct         Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No     Yes – Please attach explanation:    Proposed Subcontractor(s): \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: *(if more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\_\_\_\_\_  
\_\_\_\_\_

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

\_\_\_\_\_  
Signature (M/WBE)

\_\_\_\_\_  
Signature (Prime Bidder/Proposer)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name  
Mansfield Oil Company

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Firm Name  
3-23-2015

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Subscribed and sworn before me

Subscribed and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public \_\_\_\_\_

Notary Public \_\_\_\_\_

SEAL

SEAL



**MBE/WBE UTILIZATION PLAN - FORM 1**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

**I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)**

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at [www.cookcountynil.gov/contractcompliance](http://www.cookcountynil.gov/contractcompliance))
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

**II.  Direct Participation of MBE/WBE Firms  Indirect Participation of MBE/WBE Firms**

**NOTE:** Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Diversified Energy Supply (DES Wholesale, LLC)  
Address: 12600 Deerfield Parkway Milton, GA 30004  
E-mail: a.deaguero@diversifiedenergysupply.com  
Contact Person: Allison S. deAgüero Phone: 678-928-4305  
Dollar Amount Participation: \$ \$531,250 approximate  
Percent Amount of Participation: 17.5% %  
\*Letter of Intent attached? Yes X No \_\_\_\_\_  
\*Current Letter of Certification attached? Yes X No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation: \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
\*Letter of Intent attached? Yes X No \_\_\_\_\_  
\*Current Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

Attach additional sheets as needed.

\* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.

**MBE/WBE LETTER OF INTENT - FORM 2**

M/WBE Firm: DES Wholesale, LLC Certifying Agency: GMSDC  
Contact Person: Allison S. de Agiero Certification Expiration Date: 6/2015  
Address: 12600 Deerfield Pkwy, Ste 100 Ethnicity: Hispanic  
City/State: Milton, GA Zip: 30004 Bid/Proposal/Contract #: \_\_\_\_\_  
Phone: 678-828-4305 Fax: 678-826-0742 FEIN #: 45-1608787  
Email: adeagiero@diversifiedenergy.com  
Participation:  Direct  Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No  Yes - Please attach explanation: Proposed Subcontractor(s): \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

petroleum fuel supply  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\$531,250 (est.) , 17.5%, Net 30  
\_\_\_\_\_

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Allison S. de Agiero  
Signature (M/WBE)

Allison S. de Agiero  
Print Name

DES Wholesale, LLC  
Firm Name

03/25/2015  
Date

Subscribed and sworn before me

this 24th day of March, 2015

Notary Public Courtney P. Reed

SEAL

Michael Mansfield  
Signature (Prime Bidder/Proposer)

MICHAEL MANSFIELD  
Print Name

Mansfield Oil Company  
Firm Name

3-23-2015  
Date

Subscribed and sworn before me

this 24th day of March, 2015

Notary Public Courtney P. Reed

SEAL

**PETITION FOR REDUCTION/WAIVER OF MBE/WBE PARTICIPATION – FORM 3**

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

FULL MBE WAIVER  FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

$\frac{5}{5}$  <sup>Increase</sup> % of Reduction for MBE Participation  
% of Reduction for WBE Participation

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

**C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION**

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Attach of copy written solicitations made)
- (2) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)
- (3) Timely notified and used the services and assistance of community, minority and women business organizations. (Attach of copy written solicitations made)
- (4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Attach supporting documentation)
- (5) Engaged MBEs & WBEs for direct/indirect participation. (Please explain)

**D. OTHER RELEVANT INFORMATION**

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

Mansfield Oil Company

May 23, 2015

1584-14299.

Cook County Fuel Contract

Supplemental for petition for reduction/waiver of MBE/WBE Participation - Form 3

(5) Engaged MBEs and WBE's for direct/indirect participation.

The participating contract issued by National IPA did not require MBE/WBE participation. This element of cost has not been considered or utilized in this program's requirements. In order to meet the goals of Cook County in MWBE participation at 17.5%, Mansfield offers and requests that the 17.5% be allocated to an MBE for fuel supply, therefore increasing the MBE participation by 5% and decreasing the WBE participation by 5%.

Josh Epperson

Mansfield Oil Company

**GEORGIA MINORITY SUPPLIER  
DEVELOPMENT COUNCIL**



THIS CERTIFIES THAT

**DES Wholesale, LLC**

[Diversified Wholesale Energy Supply]

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc.® (NMSDC®) and as adopted by the Georgia Minority Supplier Development Council

\*\*NAICS Code(s): 221210 ; 221122 ; 424720 ; 523140

\*\*Description of their products/services as defined by the North American Industry Classification System (NAICS)

June 30, 2014

AT01248

Issued Date

Certificate Number

June 30, 2015

Expiration Date

Stacey J. Key, President & CEO GMSDC

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <http://www.nmsdc.org>



An affiliate of the National Minority Supplier Development Council, Inc. (NMSDC)

## TERMS AND CONDITIONS

2. The Master Agreement, as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier the provisions of this Agreement shall prevail. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator under the Master Agreement as set forth herein, and Supplier hereby acknowledges and agrees that National IPA shall act in the capacity of contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

### TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement shall survive the term of this Agreement.

### NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion.

8. A copy of the Principal Procurement Agency Certificate executed by Principal Procurement Agency and an example of the Master Intergovernmental Cooperative Purchasing Agreement that is agreed to by each Participating Public Agency, which set forth the terms for their respective participation with National IPA, are attached hereto as Exhibit B and C, respectively. Supplier shall require each Participating Public Agency to register its participation in the National IPA program using the electronic registration feature at [www.nationalipa.org](http://www.nationalipa.org) prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide the marketing and administrative support set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo and the standard terms of use for their general use in marketing the Master Agreement. Both parties shall obtain approval from the other party prior to use of such logo.

#### MONTHLY REPORTING & FEES

10. Supplier shall pay National IPA an administrative fee in the amount of \$0.01 per gallon of fuel paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for such month. A sample of the Contract Sales reporting format is provided as Exhibit D, attached hereto and incorporated herein by reference.

To the extent Supplier has guaranteed minimum Contract Sales pursuant to the terms of the Master Agreement in accordance with the terms of its proposal, the administrative fee shall be calculated based on the greater of the Contract Sales and the guaranteed Contract Sales set forth in Supplier's proposal.

11. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA and Principal Procurement Agency reserve the right to audit the accounting for a period of four (4) years from the date National IPA receives the accounting. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by Principal Procurement Agency or National IPA at the location designated by Principal Procurement Agency or National IPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment, together with interest on such amount in accordance with paragraph 12, and shall be obligated to reimburse National IPA's costs and expenses for such audit.

12. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10<sup>th</sup> day of the following month. Such reports shall be accompanied by an administrative fee payment in the amount indicated on the report as being due. Administrative fee payments are to be paid by the Supplier to National IPA via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit E. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

13. National IPA or its designee may, in National IPA's sole discretion, compare Participating Public Agency records with monthly reports submitted by Supplier. If there is a discrepancy, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including paying any administrative fee due and owing. If the Supplier does not so resolve the discrepancy, National IPA shall have the right to engage a third party to conduct an independent audit of Supplier's monthly reports and Supplier shall be obligated to reimburse National IPA's costs and expenses for such audit. Should any audit reveal an underreporting of Contract Sales

and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment together with interest on such amount in accordance with paragraph 12.

### GENERAL PROVISIONS

14. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding.

15. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

16. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

17. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company  
National IPA  
Attn: President  
725 Cool Springs Blvd  
Suite 100  
Franklin, TN 37067

B. Principal Procurement Agency

C. Supplier

18. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

19. This Agreement may not be effectively amended, changed, modified, or altered without the prior written consent of the parties hereto.

20. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

Authorized Signature, Supplier

NATIONAL INTERGOVERNMENTAL  
PURCHASING ALLIANCE COMPANY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBIT**  
**NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING**  
**AGREEMENT- EXHIBIT C**

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Intergovernmental Purchasing Alliance Company ("National IPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

**RECITALS**

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

**NOW, THEREFORE**, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.

8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

EXAMPLE

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBIT**  
**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE- EXHIBIT D**

**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

I hereby acknowledge, on behalf of NAME OF PPA ("Principal Procurement Agency"), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company ("National IPA").

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this agreement.

Authorized Signature, Principal Procurement Agency

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBIT**  
**NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT-EXHIBIT F**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <http://www.usa.gov/Agencies/Local.shtml>

\*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

**CITIES, TOWNS, VILLAGES AND BOROUGHES INCLUDING BUT NOT LIMITED TO:**

ALPINE, UT	BRIAN HEAD, UT
ALTA, UT	BRIGHAM CITY CORPORATION, UT
ALTAMONT, UT	BRYCE CANYON CITY, UT
ALTON, UT	CANNONVILLE, UT
AMALGA, UT	CASTLE DALE, UT
AMERICAN FORK CITY, UT	CASTLE VALLEY, UT
ANNABELLA, UT	CEDAR FORT, UT
ANTIMONY, UT	CENTERFIELD, UT
APPLE VALLEY, UT	CENTERVILLE CITY CORPORATION, UT
AURORA, UT	CENTRAL VALLEY, UT
BAKER CITY GOLF COURSE, OR	CHARLESTON, UT
BALLARD, UT	CIRCLEVILLE, UT
BEAR RIVER CITY, UT	CITY AND COUNTY OF HONOLULU, HI
BEAVER, UT	CITY OF ADAIR VILLAGE, OR
BICKNELL, UT	CITY OF ASHLAND, OR
BIG WATER, UT	CITY OF AUMSVILLE, OR
BLANDING, UT	CITY OF AURORA, OR
BLUFFDALE, UT	CITY OF BAKER, OR
BOULDER, UT	CITY OF BATON ROUGE, LA

CITY OF BEAVERTON, OR  
CITY OF BEND, OR  
CITY OF BOARDMAN, OR  
CITY OF BOSSIER CITY, LA  
CITY OF BOUNTIFUL, UT  
CITY OF BURNS, OR  
CITY OF CANBY, OR  
CITY OF CANYONVILLE, OR  
CITY OF CEDAR CITY, UT  
CITY OF CEDAR HILLS, UT  
CITY OF CLATSKANIE, OR  
CITY OF COBURG, OR  
CITY OF CONDON, OR  
CITY OF COQUILLE, OR  
CITY OF CORVALLI, OR  
CITY OF CORVALLIS PARKS AND RECREATION  
DEPARTMENT, OR  
CITY OF COTTAGE GROVE, OR  
CITY OF EUGENE, OR  
CITY OF FOREST GROVE, OR  
CITY OF GRANTS PASS, OR  
CITY OF GRESHAM, OR  
CITY OF HILLSBORO, OR  
CITY OF HURRICANE, UT  
CITY OF INDEPENDENCE, OR  
CITY OF KENNER, LA  
CITY OF LA GRANDE, OR  
CITY OF LAFAYETTE, LA  
CITY OF LAKE CHARLES, OR  
CITY OF LEBANON, OR  
CITY OF MCMINNVILLE, OR  
CITY OF MEDFORD, OR  
CITY OF METAIRIE, LA  
CITY OF MILL CITY, OR  
CITY OF MILWAUKIE, OR  
CITY OF MONROE, LA  
CITY OF MONTICELLO, UT  
CITY OF MOSIER, OR  
CITY OF NEW ORLEANS, LA  
CITY OF NORTH PLAINS, OR  
CITY OF OREGON CITY, OR  
CITY OF PILOT ROCK, OR  
CITY OF PORTLAND, OR  
CITY OF POWERS, OR  
CITY OF PRINEVILLE, OR  
CITY OF REDMOND, OR  
CITY OF RIDDLE, OR  
CITY OF ROSEBURG, OR  
CITY OF SALEM, OR  
CITY OF SANDY, OR  
CITY OF SCAPPOOSE, OR  
CITY OF SHADY COVE, OR  
CITY OF SHERWOOD, OR  
CITY OF SHREVEPORT, LA  
CITY OF SOUTH JORDAN, UT  
CITY OF SOUTH SALT LAKE, UT  
CITY OF SPRINGFIELD, OR  
CITY OF ST. GEORGE, UT  
CITY OF ST. HELENS, OR  
CITY OF ST. PAUL, OR

CITY OF SULPHUR, LA  
CITY OF TAYLORSVILLE, UT  
CITY OF TIGARD, OR  
CITY OF TROUTDALE, OR  
CITY OF TUALATIN, OR  
CITY OF WALKER, LA  
CITY OF WARRENTON, OR  
CITY OF WILSONVILLE, OR  
CITY OF WINSTON, OR  
CITY OF WOODBURN, OR  
CLARKSTON, UT  
CLAWSON, UT  
CLEARFIELD, UT  
CLEVELAND, UT  
CLINTON CITY CORPORATION, UT  
COALVILLE, UT  
CORINNE, UT  
CORNISH, UT  
CORPORATION OF THE CITY OF SALEM, UT  
COTTONWOOD HEIGHTS, UT  
DANIEL, UT  
DELTA, UT  
DEWEYVILLE, UT  
DRAPER CITY, UT  
DUCHESNE, UT  
EAGLE MOUNTAIN, UT  
EAST CARBON, UT  
ELK RIDGE, UT  
ELMO, UT  
ELSINORE, UT  
ELWOOD, UT  
EMERY, UT  
ENOCH, UT  
ENTERPRISE, UT  
EPHRAIM, UT  
ESCALANTE, UT  
EUREKA, UT  
FAIRFIELD, UT  
FAIRVIEW, UT  
FARMINGTON CITY CORP, UT  
FARR WEST, UT  
FAYETTE, UT  
FERRON, UT  
FIELDING, UT  
FILLMORE, UT  
FOUNTAIN GREEN, UT  
FRANCIS, UT  
FRUIT HEIGHTS, UT  
GARDEN CITY, UT  
GARLAND, UT  
GENOLA, UT  
GLENDALE, UT  
GLENWOOD, UT  
GOSHEN, UT  
GRANTSVILLE, UT  
GREEN RIVER, UT  
GUNNISON, UT  
HANKSVILLE, UT  
HARRISVILLE, UT  
HATCH, UT

HEBER CITY CORPORATION, UT  
HELPER, UT  
HENEFER, UT  
HENRIEVILLE, UT  
HERRIMAN, UT  
HIDEOUT, UT  
HIGHLAND, UT  
HILDALE, UT  
HINCKLEY, UT  
HOLDEN, UT  
HOLLADAY, UT  
HONEYVILLE, UT  
HOOPER, UT  
HOWELL, UT  
HUNTINGTON, UT  
HUNTSVILLE, UT  
HYDE PARK, UT  
HYRUM, UT  
INDEPENDENCE, UT  
IVINS, UT  
JOSEPH, UT  
JUNCTION, UT  
KAMAS, UT  
KANAB, UT  
KANARRAVILLE, UT  
KANOSH, UT  
KAYSVILLE, UT  
KINGSTON, UT  
KOOSHAREM, UT  
LA VERKIN, UT  
LAKETOWN, UT  
LAYTON, UT  
LEAGUE OF OREGON CITES  
LEAMINGTON, UT  
LEEDS, UT  
LEHI CITY CORPORATION, UT  
LEVAN, UT  
LEWISTON, UT  
LINDON, UT  
LOA, UT  
LOGAN CITY, UT  
LYMAN, UT  
LYNNDYL, UT  
MANILA, UT  
MANTI, UT  
MANTUA, UT  
MAPLETON, UT  
MARRIOTT-SLATERVILLE, UT  
MARYSVALE, UT  
MAYFIELD, UT  
MEADOW, UT  
MENDON, UT  
MIDVALE CITY INC., UT  
MIDWAY, UT  
MILFORD, UT  
MILLVILLE, UT  
MINERSVILLE, UT  
MOAB, UT  
MONA, UT  
MONROE, UT

MORGAN, UT  
MORONI, UT  
MOUNT PLEASANT, UT  
MURRAY CITY CORPORATION, UT  
MYTON, UT  
NAPLES, UT  
NEPHI, UT  
NEW HARMONY, UT  
NEWTON, UT  
NIBLEY, UT  
NORTH LOGAN, UT  
NORTH OGDEN, UT  
NORTH SALT LAKE CITY, UT  
OAK CITY, UT  
OAKLEY, UT  
OGDEN CITY CORPORATION, UT  
OPHIR, UT  
ORANGEVILLE, UT  
ORDERVILLE, UT  
OREM, UT  
PANGUITCH, UT  
PARADISE, UT  
PARAGONAH, UT  
PARK CITY MUNICIPAL CORPORATION, UT  
PAROWAN, UT  
PAYSON CITY CORPORATION, UT  
PERRY, UT  
PLAIN CITY, UT  
PLEASANT GROVE CITY, UT  
PLEASANT VIEW, UT  
PLYMOUTH, UT  
PORTAGE, UT  
PRICE, UT  
PROVIDENCE, UT  
PROVO, UT  
RANDOLPH, UT  
REDMOND, UT  
RICHFIELD, UT  
RICHMOND, UT  
RIVER HEIGHTS, UT  
RIVERDALE, UT  
RIVERTON CITY, UT  
ROCKVILLE, UT  
ROCKY RIDGE, UT  
ROOSEVELT CITY CORPORATION, UT  
ROY, UT  
RUSH VALLEY, UT  
SALINA, UT  
SALT LAKE CITY CORPORATION, UT  
SANDY, UT  
SANTA CLARA, UT  
SANTAQUIN, UT  
SARATOGA SPRINGS, UT  
SCIPIO, UT  
SCOFIELD, UT  
SIGURD, UT  
SMITHFIELD, UT  
SNOWVILLE, UT  
SOUTH OGDEN, UT  
SOUTH WEBER, UT

SPANISH FORK, UT  
SPRING CITY, UT  
SPRINGDALE, UT  
SPRINGVILLE, UT  
STERLING, UT  
STOCKTON, UT  
SUNNYSIDE, UT  
SUNSET CITY CORP, UT  
SYRACUSE, UT  
TABIONA, UT  
THE CITY OF HAPPY VALLEY OREGON  
TOOELE CITY CORPORATION, UT  
TOQUERVILLE, UT  
TORREY, UT  
TREMONTON CITY, UT  
TRENTON, UT  
TROPIC, UT  
UINTAH, UT  
VERNAL CITY, UT

VERNON, UT  
VINEYARD, UT  
VIRGIN, UT  
WALES, UT  
WALLSBURG, UT  
WASHINGTON CITY, UT  
WASHINGTON TERRACE, UT  
WELLINGTON, UT  
WELLSVILLE, UT  
WENDOVER, UT  
WEST BOUNTIFUL, UT  
WEST HAVEN, UT  
WEST JORDAN, UT  
WEST POINT, UT  
WEST VALLEY CITY, UT  
WILLARD, UT  
WOODLAND HILLS, UT  
WOODRUFF, UT  
WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:**

ASCENSION PARISH, LA  
ASCENSION PARISH, LA, CLEAR OF COURT  
ASSOCIATION OF OREGON COUNTIES  
BAKER COUNTY, OR  
BENTON COUNTY, OR  
BOARD OF WATER SUPPLY, OR  
CADDO PARISH, LA  
CALCASIEU PARISH SHERIFF'S OFFICE, LA  
CALCASIEU PARISH, LA  
CITY AND COUNTY OF HONOLULU, HI  
CLACKAMAS COUNTY DEPT OF TRANS, OR  
CLACKAMAS COUNTY, OR  
CLATSOP COUNTY, OR  
COLUMBIA COUNTY, OR  
COOS COUNTY HIGHWAY DEPARTMENT, OR  
COOS COUNTY, OR  
COUNTY OF BEVER, UT  
COUNTY OF BOX ELDER, UT  
COUNTY OF CACHE, UT  
COUNTY OF CARBON, UT  
COUNTY OF DAGGETT, UT  
COUNTY OF DAVIS, UT  
COUNTY OF DUCHESNE, UT  
COUNTY OF EMERY, UT  
COUNTY OF GARFIELD, UT  
COUNTY OF GRAND, UT  
COUNTY OF HAWAII, OR  
COUNTY OF IRON, UT  
COUNTY OF JUAB, UT  
COUNTY OF KANE, UT  
COUNTY OF MILLARD, UT  
COUNTY OF MORGAN, UT  
COUNTY OF PIUTE, UT  
COUNTY OF RICH, UT  
COUNTY OF SALT LAKE, UT  
COUNTY OF SAN JUAN, UT  
COUNTY OF SANPETE, UT  
COUNTY OF SEVIER, UT

COUNTY OF SUMMIT, UT  
COUNTY OF TOOELE, UT  
COUNTY OF UINTAH, UT  
COUNTY OF UTAH, UT  
COUNTY OF WASATCH, UT  
COUNTY OF WASHINGTON, UT  
COUNTY OF WAYNE, UT  
COUNTY OF WEBER, UT  
CROOK COUNTY ROAD DEPARTMENT, OR  
CROOK COUNTY, OR  
CURRY COUNTY, OR  
DESCHUTES COUNTY, OR  
DOUGLAS COUNTY, OR  
EAST BATON ROUGE PARISH, LA  
GILLIAM COUNTY, OR  
GRANT COUNTY, OR  
HARNEY COUNTY SHERIFFS OFFICE, OR  
HARNEY COUNTY, OR  
HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR  
KAUAI COUNTY, HI  
KLAMATH COUNTY, OR  
LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
LAFAYETTE PARISH CONV & VISITORS COM  
LAFAYETTE PARISH, LA  
LAFOURCHE PARISH HEALTH UNIT - DHH-OPH  
REG 3  
LAFOURCHE PARISH, LA  
LAKE COUNTY, OR  
LANE COUNTY, OR  
LINCOLN COUNTY, OR  
LINN COUNTY, OR  
LIVINGSTON PARISH, LA  
MALHEUR COUNTY, OR

MARION COUNTY, SALEM, OR  
MAUI COUNTY, HI  
MORROW COUNTY, OR  
MULTNOMAH COUNTY BUSINESS & COMMUNITY  
SRVCS, OR  
MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
MULTNOMAH COUNTY, OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK COUNTY, OR  
RAPIDES PARISH, LA  
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA  
SAINT CHARLES PARISH, LA  
SAINT LANDRY PARISH, LA

SAINT TAMMANY PARISH, LA  
SHERMAN COUNTY, OR  
TERREBONNE PARISH, LA  
TILLAMOOK COUNTY GENERAL HOSPITAL, OR  
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
TILLAMOOK COUNTY, OR  
UMATILLA COUNTY, OR  
UNION COUNTY, OR  
WALLOWA COUNTY, OR  
WASCO COUNTY, OR  
WASHINGTON COUNTY, OR  
WEST BATON ROUGE PARISH, LA  
WHEELER COUNTY, OR  
YAMHILL COUNTY, OR

**OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS,  
PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND  
UTILITIES INCLUDING BUT NOT LIMITED TO:**

BATON ROUGE WATER COMPANY  
BEND METRO PARK AND RECREATION DISTRICT  
BIENVILLE PARISH FIRE PROTECTION DIST 6, LA  
BOARDMAN PARK AND RECREATION DISTRICT  
CARBON COUNTY REC/TRANS SPECIAL SVC DIST,  
UT  
CENTRAL CITY ECONOMIC OPP CORP, LA  
CENTRAL OREGON INTERGOV COUNCIL  
CENTRAL UTAH WATER CONSERVANCY DIST, UT  
CENTRAL VALLEY WATER RECLAMATION  
FACILITY, UT  
CHEHALEM PARK AND RECREATION DISTRICT  
CLACKAMAS RIVER WATER  
CLATSKANIE PEOPLE'S UTILITY DISTRICT  
CLEAN WATER SERVICES  
CONFEDERATED TRIBES OF THE UMATILLA  
INDIAN RESERVATION  
COOS FOREST PROTECTIVE ASSOCIATION  
DAVID CROCKETT STEAM FIRE COMPANY #1, LA  
EUGENE WATER AND ELECTRIC BOARD  
HOODLAND FIRE DISTRICT #74  
HOUSING AUTHORITY OF PORTLAND  
ILLINOIS VALLEY FIRE DISTRICT  
JOHN DAY CANYON CITY PARKS AND  
RECREATION DISTRICT  
JORDAN VALLEY WATER CONSERVANCY  
DISTRICT, UT  
LAFAYETTE AIRPORT COMMISSION, LA  
LANE FIRE AUTHORITY, OR  
LONE PEAK FIRE DISTRICT, UT  
LOUISIANA PUBLIC SERVICE COMMISSION, LA  
LOUISIANA WATER WORKS

MEDFORD WATER COMMISSION  
MELHEUR COUNTY JAIL, OR  
METRO REGIONAL GOVERNMENT  
METRO REGIONAL PARKS  
METRO EXPOSITION RECREATION COMMISSION  
METROPOLITAN SERVICE DISTRICT (METRO)  
MULTNOMAH EDUCATION SERVICE DISTRICT  
NORTH DAVIS FIRE DISTRICT, UT  
OREGON COAST COMMUNITY ACTION  
OREGON HOUSING AND COMMUNITY SERVICES  
OREGON LEGISLATIVE ADMINISTRATION  
PORTLAND DEVELOPMENT COMMISSION, OR  
PROVO RIVER WATER USERS ASSOCIATION, UT  
SAINT LANDRY PARISH TOURIST COMMISSION  
SAINT TAMMANY FIRE DISTRICT 4, LA  
SALEM MASS TRANSIT DISTRICT  
SALT LAKE CITY AIRPORT, UT  
SEWERAGE AND WATER BOARD OF NEW  
ORLEANS, LA  
SOUTH VALLEY SEWER DISTRICT, UT  
SOUTHEASTERN LOUISIANAN UNIVERSITY  
TRI-COUNTY METROPOLITAN TRANSPORTATION  
DISTRICT OF OREGON  
TUALATIN HILLS PARK & RECREATION DISTRICT  
TUALATIN VALLEY FIRE & RESCUE  
UNIFIED FIRE AUTHORITY, UT  
UNITAH RECREATION DISTRICT, UT  
UTAH HOUSING CORPORATION, UT  
UTAH TRANSIT AUTHORITY, UT  
WILLAMALANE PARK AND RECREATION  
DISTRICT  
WILLAMETTE HUMANE SOCIETY

**K-12 INCLUDING BUT NOT LIMITED TO:**

ACADEMY FOR MATH ENGINEERING & SCIENCE  
(AMES), UT  
ACADIA PARISH SCHOOL BOARD  
ALIANZA ACADEMY, UT  
ALPINE DISTRICT, UT  
AMERICAN LEADERSHIP ACADEMY, UT  
AMERICAN PREPARATORY ACADEMY, UT  
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL  
SCIENCES, UT  
BEAR RIVER CHARTER SCHOOL, UT  
BEAVER SCHOOL DISTRICT, UT  
BEAVERTON SCHOOL DISTRICT  
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA),  
UT  
BEND-LA PINE SCHOOL DISTRICT  
BOSSIER PARISH SCHOOL BOARD  
BOX ELDER SCHOOL DISTRICT, UT  
BROOKING HARBOR SCHOOL DISTRICT NO.17-C  
CACHE COUNTY SCHOOL DISTRICT, UT  
CADDO PARISH SCHOOL DISTRICT  
CALCASIEU PARISH SCHOOL DISTRICT  
CANBY SCHOOL DISTRICT  
CANYON RIM ACADEMY, UT  
CANYONS DISTRICT, UT  
CANYONVILLE CHRISTIAN ACADEMY  
CARBON SCHOOL DISTRICT, UT  
CASCADES ACADEMY OF CENTRAL OREGON  
CBA CENTER, UT  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
CHANNING HALL, UT  
CHARTER SCHOOL LEWIS ACADEMY, UT  
CITY ACADEMY, UT  
COOS BAY SCHOOL DISTRICT NO.9  
CORVALLIS SCHOOL DISTRICT 509J  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT  
DAGGETT SCHOOL DISTRICT, UT  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAVINCI ACADEMY, UT  
DAVIS DISTRICT, UT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
DUAL IMMERSION ACADEMY, UT  
DUCHESNE SCHOOL DISTRICT, UT  
DUFUR SCHOOL DISTRICT NO.29  
EARLY LIGHT ACADEMY AT DAYBREAK, UT  
EAST BATON ROUGE PARISH SCHOOL DISTRICT  
EAST HOLLYWOOD HIGH, UT  
EDITH BOWEN LABORATORY SCHOOL, UT  
EMERSON ALCOTT ACADEMY, UT  
EMERY SCHOOL DISTRICT, UT  
ENTHEOS ACADEMY, UT  
ESTACADA SCHOOL DISTRICT NO.10B  
EXCELSIOR ACADEMY, UT  
FAST FORWARD HIGH, UT  
FOREST GROVE SCHOOL DISTRICT  
FREEDOM ACADEMY, UT  
GARFIELD SCHOOL DISTRICT, UT  
GATEWAY PREPARATORY ACADEMY, UT  
GEORGE MIDDLE SCHOOL  
GEORGE WASHINGTON ACADEMY, UT  
GLADSTONE SCHOOL DISTRICT  
GOOD FOUNDATION ACADEMY, UT  
GRAND SCHOOL DISTRICT, UT  
GRANITE DISTRICT, UT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
GUADALUPE SCHOOL, UT  
HAWTHORN ACADEMY, UT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HILLSBORO SCHOOL DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
INTECH COLLEGIATE HIGH SCHOOL, UT  
IRON SCHOOL DISTRICT, UT  
ITINERIS EARLY COLLEGE HIGH, UT  
JACKSON CO SCHOOL DIST NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON PARISH SCHOOL DISTRICT  
JEFFERSON SCHOOL DISTRICT  
JOHN HANCOCK CHARTER SCHOOL, UT  
JORDAN DISTRICT, UT  
JUAB SCHOOL DISTRICT, UT  
KANE SCHOOL DISTRICT, UT  
KARL G MAESER PREPARATORY ACADEMY, UT  
KLAMATH FALLS CITY SCHOOLS  
LAFAYETTE PARISH SCHOOL DISTRICT  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LAKEVIEW ACADEMY, UT  
LANE COUNTY SCHOOL DISTRICT 4J  
LEGACY PREPARATORY ACADEMY, UT  
LIBERTY ACADEMY, UT  
LINCOLN ACADEMY, UT  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN CO. SCHOOL DIST. 95C  
LIVINGSTON PARISH SCHOOL DISTRICT  
LOGAN SCHOOL DISTRICT, UT  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
MARGARET SCOTT ELEMENTARY SCHOOL, OR  
MARIA MONTESSORI ACADEMY, UT  
MARION COUNTY SCHOOL DISTRICT  
MARION COUNTY SCHOOL DISTRICT 103  
MCMINNVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MERIT COLLEGE PREPARATORY ACADEMY, UT  
MILLARD SCHOOL DISTRICT, UT  
MITCH CHARTER SCHOOL  
MOAB CHARTER SCHOOL, UT  
MONROE SCHOOL DISTRICT NO.1J  
MONTICELLO ACADEMY, UT

MORGAN SCHOOL DISTRICT, UT  
MOUNTAINVILLE ACADEMY, UT  
MUL TNOHAH EDUCATION SERVICE DISTRICT  
MULTISENSORY LEARNING ACADEMY  
MURRAY SCHOOL DISTRICT, UT  
MYRTLE PINT SCHOOL DISTRICT 41  
NAVIGATOR POINTE ACADEMY, UT  
NEAH-KAH-NIE DISTRICT NO.56  
NEBO SCHOOL DISTRICT, UT  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NO UT ACAD FOR MATH ENGINEERING & SCIENCE  
(NUAMES), UT  
NOAH WEBSTER ACADEMY, UT  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13  
NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH DAVIS PREPARATORY ACADEMY, UT  
NORTH DOUGLAS SCHOOL DISTRICT  
NORTH SANPETE SCHOOL DISTRICT, UT  
NORTH STAR ACADEMY, UT  
NORTH SUMMIT SCHOOL DISTRICT, UT  
NORTH WASCO CITY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL EDUCATION SERVICE  
DISTRICT  
ODYSSEY CHARTER SCHOOL, UT  
OGDEN PREPARATORY ACADEMY, UT  
OGDEN SCHOOL DISTRICT, UT  
ONTARIO MIDDLE SCHOOL  
OPEN CLASSROOM, UT  
OPEN HIGH SCHOOL OF UTAH, UT  
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT  
OREGON TRAIL SCHOOL DISTRICT NOA6  
ORLEANS PARISH SCHOOL DISTRICT  
PARADIGM HIGH SCHOOL, UT  
PARK CITY SCHOOL DISTRICT, UT  
PHOENIX-TALENT SCHOOL DISTRICT NOA  
PINNACLE CANYON ACADEMY, UT  
PIUTE SCHOOL DISTRICT, UT  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
PROVIDENCE HALL, UT  
PROVO SCHOOL DISTRICT, UT  
QUAIL RUN PRIMARY SCHOOL, UT  
QUEST ACADEMY, UT  
RANCHES ACADEMY, UT  
RAPIDES PARISH SCHOOL DISTRICT  
REAGAN ACADEMY, UT  
REDMOND SCHOOL DISTRICT  
RENAISSANCE ACADEMY , UT  
REYNOLDS SCHOOL DISTRICT  
RICH SCHOOL DISTRICT, UT  
ROCKWELL CHARTER HIGH SCHOOL, UT  
ROGUE RIVER SCHOOL DISTRICT NO.35  
ROSEBURG PUBLIC SCHOOLS  
SALT LAKE ARTS ACADEMY, UT  
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT  
SALT LAKE SCHOOL DISTRICT, UT  
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT  
SAN JUAN SCHOOL DISTRICT, UT  
SCAPPOOSE SCHOOL DISTRICT 1J

SEASIDE SCHOOL DISTRICT 10  
SEVIER SCHOOL DISTRICT, UT  
SHERWOOD SCHOOL DISTRICT 88J  
SILVER FALLS SCHOOL DISTRICT 4J  
SOLDIER HOLLOW CHARTER SCHOOL, UT  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTH SANPETE SCHOOL DISTRICT, UT  
SOUTH SUMMIT SCHOOL DISTRICT, UT  
SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
SPECTRUM ACADEMY, UT  
SPRINGFIELD SCHOOL DISTRICT NO.19  
SUCCESS ACADEMY, UT  
SUCCESS SCHOOL, UT  
SUMMIT ACADEMY, UT  
SUMMIT ACADEMY HIGH SCHOOL, UT  
SWEET HOME SCHOOL DISTRICT NO.55  
SYRACUSE ARTS ACADEMY, UT  
TERREBONNE PARISH SCHOOL DISTRICT  
THE CATLIN GABEL SCHOOL  
THOMAS EDISON - NORTH, UT  
TIGARD-TUALATIN SCHOOL DISTRICT  
TIMPANOGOS ACADEMY, UT  
TINTIC SCHOOL DISTRICT, UT  
TOOELE SCHOOL DISTRICT, UT  
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS,  
UT  
UINTAH RIVER HIGH, UT  
UINTAH SCHOOL DISTRICT, UT  
UMATILLA MORROW ESD  
UTAH CONNECTIONS ACADEMY, UT  
UTAH COUNTY ACADEMY OF SCIENCE, UT  
UTAH ELECTRONIC HIGH SCHOOL, UT  
UTAH SCHOOLS FOR DEAF & BLIND, UT  
UTAH STATE OFFICE OF EDUCATION, UT  
UTAH VIRTUAL ACADEMY, UT  
VENTURE ACADEMY, UT  
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS  
AND TECHNOLOGY, UT  
WALDEN SCHOOL OF LIBERAL ARTS, UT  
WASATCH PEAK ACADEMY, UT  
WASATCH SCHOOL DISTRICT, UT  
WASHINGTON COUNTY SCHOOL DISTRICT, UT  
WAYNE SCHOOL DISTRICT, UT  
WEBER SCHOOL DISTRICT, UT  
WEILENMANN SCHOOL OF DISCOVERY, UT  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
WILLAMETTE EDUCATION SERVICE DISTRICT  
WOODBURN SCHOOL DISTRICT  
WOODLAND ELEMENTARY SCHOOL, OR  
YONCALLA SCHOOL DISTRICT NO.32

## HIGHER EDUCATION

ARGOSY UNIVERSITY  
BATON ROUGE COMMUNITY COLLEGE, LA  
BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
BRIGHAM YOUNG UNIVERSITY - HAWAII  
CENTENARY COLLEGE OF LOUISIANA  
CENTRAL OREGON COMMUNITY COLLEGE  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLLEGE OF EASTERN UTAH, UT  
COLLEGE OF THE MARSHALL ISLANDS  
COLUMBIA GORGE COMMUNITY COLLEGE  
CONCORDIA UNIVERSITY  
DEVRY UNIVERSITY - PORTLAND  
DIXIE STATE COLLEGE, UT  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
LOUISIANA COLLEGE, LA  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PIONEER PACIFIC COLLEGE  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
PROSPECTIVE STUDENT INFORMATION, UT  
REED COLLEGE  
RESEARCH CORP OF THE UNIVERSITY OF HAWAII  
ROGUE COMMUNITY COLLEGE  
SALT LAKE COMMUNITY COLLEGE, UT  
SNOW COLLEGE, UT  
SOUTHEASTERN LOUISIANA UNIVERSITY  
SOUTHERN OREGON UNIV (OREGON UNIV SYS)  
SOUTHERN UTAH UNIVERSITY, UT  
SOUTHWESTERN OREGON COMM COLLEGE  
TILLAMOOK BAY COMMUNITY COLLEGE  
TULANE UNIVERSITY  
UMPQUA COMMUNITY COLLEGE  
UNIVERSITY OF HAWAII BOARD OF REGENTS  
UNIVERSITY OF HAWAII-HONOLULU COMM COLLEGE  
UNIVERSITY OF NEW ORLEANS  
UNIVERSITY OF OREGON  
UNIVERSITY OF OREGON-GRADUATE SCHOOL  
UNIVERSITY OF PORTLAND  
UNIVERSITY OF UTAH, UT  
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

UTAH STATE UNIVERSITY, UT  
UTAH SYSTEM OF HIGHER EDUCATION (USHE)  
UTAH VALLEY UNIVERSITY, UT  
WEBER STATE UNIVERSITY, UT  
WESTERN OREGON UNIVERSITY  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
XAVIER UNIVERSITY

**STATE AGENCIES**

ADMINISTRATIVE SERVICES OFFICE  
BOARD OF MEDICAL EXAMINERS  
HAWAII CHILD SUPPORT ENFORCEMENT AGY  
HAWAII DEPARTMENT OF TRANSPORTATION  
HAWAII HEALTH SYSTEMS CORPORATION  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPT OF TRANSPORTATION  
OREGON DEPT. OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION CENTER  
SEIU LOCAL 503, OPEU  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPT OF DEFENSE, STATE OF HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPT. OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPT. OF EDUCATION  
STATE OF LOUISIANA, 26<sup>TH</sup> JUDICIAL DIST ATTY  
STATE OF UTAH

CONTRACT NO: 1584-14299

EXHIBIT 4

**Evidence of Insurance**

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**Cook County  
Office of the Chief Procurement Officer  
Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b>	
<input type="radio"/> Disqualification	
<input type="radio"/> Check Complete	

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1584-14299	Date: 3-23-2015
Total Bid or Proposal Amount:	Contract Title: Cook County Fuel Contract
Contractor: Mansfield Oil Company	Subcontractor/Supplier/ Subconsultant to be added or substitute: NA
Authorized Contact Josh Epperson for Contractor:	Authorized Contact for Subcontractor/Supplier/ Subconsultant: NA
Email Address jepperson@mansfieldoil (Contractor):	Email Address (Subcontractor): NA
Company Address 1025 Airport Pkwy S (Contractor):	Company Address (Subcontractor): NA
City, State and Zip (Contractor): Gainesville, GA 30501	City, State and Zip (Subcontractor): NA
Telephone and Fax 678-450-2000 (Contractor)	Telephone and Fax (Subcontractor) NA
Estimated Start and Completion Dates May 1, 2015 (Contractor)	Estimated Start and Completion Dates (Subcontractor) NA

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
Bulk fuel supply.	

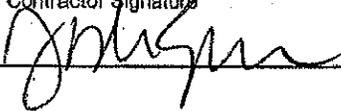
The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor Mansfield Oil Company

Name Josh Epperson

Title Director, Government Services 3-23-15

Prime Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_



**OFFICE OF THE COOK COUNTY COMPTROLLER**  
**ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")**

**FOR INFORMATION PURPOSES ONLY**

**This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").**  
**If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark Street, Room 500, Chicago, IL 60602.**

**DESCRIPTION**

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

**3. Dedicated Credit Card – "PULL" Settlement**

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

**4. One-Time Use Credit Card – "SUGA" Settlement**

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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VETERAN'S PREFERENCE FOR VBE AND SDVBE

INSTRUCTIONS

In accordance with Section 34-236(b) of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of five percent of the amount of the Contract to a Responsible and Responsive Veterans Owned Business Enterprise (VBE) and Service Disabled Veterans Business Enterprise (SDVBE) requesting a preference for Bids. All Bidders who are requesting this preference must complete the form, and attach a copy of its certification. Prior to applying the five percent preference, the CPO must receive approval from the Contract Compliance Director (CCD) that the Bidder is a qualified VBE or SDVBE.

DEFINITIONS

Veteran-owned Business Enterprise (VBE) means a small business (i) that is at least 51 percent owned, controlled and managed by one or more Eligible Veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Eligible Veterans; (ii) that has its home office in Illinois, as certified by the Contract Compliance Director (CCD) under policies and procedures promulgated by the CCD.

Eligible Veteran means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.

Armed forces of the United States means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of Federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.

Service-Disabled Veteran-owned Business Enterprise (SDVBE) means a small business (i) that is at least 51 percent owned, controlled, and managed by one or more qualified service disabled veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Service Disabled Veterans; (ii) that has its home office in Illinois, as certified by the CCD under policies and procedures promulgated by the CCD.

Service-Disabled Veteran means an Eligible Veteran who has been found to have 10 percent or more service connected disability by the United States Department of Veterans Affairs or the United States Department of Defense.

Service-connected disability means a disability incurred in the line of duty in the active military, naval or air service as described in 38 U.S.C. 101(16).

Small Business means a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 CFR Part 121, as related to the nature of the work the Person seeks to perform on Contracts. A Person is not an eligible small business enterprise in any calendar fiscal year in which its gross receipts, averaged over the Person's previous five fiscal years, exceed the size standards of 13 CFR Part 121.

REQUEST FOR PREFERENCE

NA Bidder is requesting to receive a preference as a VBE. By requesting this preference, Bidder certifies that it meets the definition of a VBE, as set forth above and has included a copy of its certification.

NA Bidder is requesting to receive a preference as a SDVBE. By requesting this preference, Bidder certifies that it meets The definition of a SDVBE, as set forth above and has included a copy of its certification.

Josh Epperson

Director, Government Services

Bidder (please print or type)

Title

Signature

Date

E-mail address

Phone Number

Subscribed to and sworn before me, this 24th day of March, 2015.

My commission expires:

Notary Public Signature

Notary Seal

**AFFIDAVIT  
VETERAN'S WORKPLACE PREFERENCE PUBLIC WORKS CONTRACTS**

**INSTRUCTIONS**

In accordance with Section 34-236(a) of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of one percent of the amount of the Contract to a Responsible and Responsive Contractor for a Public Works Contract when such Contractor has committed by affidavit to utilize Eligible Veterans for at least five percent of the hours worked under such Contract. Failure to utilize Eligible Veterans in accordance with the affidavit will result in breach of contract. All Bidders who are requesting this preference must complete this Affidavit.

**DEFINITIONS**

*Eligible Veteran* means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.

*Armed forces of the United States* means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.

*Public Works* means all fixed works constructed or demolished by the County, or paid for wholly or in part out of public funds administered by the County. "Public Works" as defined herein includes all projects financed in whole or in part with bonds, grants, loans, or other funds made available by or through federal or State government, or the County. "Public Works" does not include projects undertaken by the owner at an owner-occupied single-family residence or at an owner-occupied unit of a multifamily residence. "Public Works" includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented.

I, NA, being first duly sworn, do depose and state as follows:

1. I am the authorized representative and I have the authority to make this Affidavit for and on behalf of the Bidder.
2. The Bidder is requesting the CPO grant a preference of one percent of the amount of the Contract in accordance with Section 34-236(a) of the Cook Procurement Code, as set forth above.
3. In accordance with the Cook County Procurement Code, the Bidder shall commit to utilize Eligible Veterans for at least five percent of the hours worked under the Contract. The Eligible Veterans must be employed directly by the Bidder.
4. The Bidder shall be solely responsible for requesting all persons to provide Bidder with appropriate documentation to ensure that such person(s) is an Eligible Veteran, as defined above. Bidder certifies, that by seeking this preference, it shall maintain appropriate documentation, including payroll records, which show the number of hours worked by Eligible Veterans.
5. The Bidder certifies, affirms and acknowledges that the failure to utilize Eligible Veterans in accordance with this Affidavit will result in a breach of contract, which will allow the County to seek all rights and remedies as set forth in the Contract and any other appropriate remedies available in equity or at law.

~~NA~~ Josh Epperson  
Bidder (please print or type)  
Josh Epperson  
Signature  
jepperson@mansfieldoil.com  
E-mail address

Director Government Services  
Title  
3-23-15  
Date  
970-333-1475  
Phone Number

Subscribed to and sworn before me  
this 24 day of March, 20 15.

My commission expires:

x Christy C. Rich  
Notary Public Signature

Notary Seal

**COOK COUNTY  
ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 3 - 12
4	Contract and EDS Execution Page	EDS 13-15
5	Cook County Signature Page	EDS 16

**SECTION 1**  
**INSTRUCTIONS FOR COMPLETION OF**  
**ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

**Definitions.** Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

*Affiliate* means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on municode.com.

*Contract* shall include any written document to make Procurements by or on behalf of Cook County.

*Contractor or Contracting Party* means a person that enters into a Contract with the County.

*Control* means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

*EDS* means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

*Joint Venture* means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

*Lobby or lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

*Lobbyist* means any person who lobbies.

*Person or Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

*Prohibited Acts* means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

*RFQ* means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

**Section 1: Instructions.** Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 3: Economic and Other Disclosures Statement.** Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

**Required Updates.** The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at [cookcountyil.gov/ethics-board-of](http://cookcountyil.gov/ethics-board-of).

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS.405 (2012), and documentation evidencing registration must be submitted with the EDS:

## SECTION 2

### CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

#### A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

#### B. BID-RIGGING OR BID ROTATING

**THE APPLICANT HEREBY CERTIFIES THAT:** In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

#### C. DRUG FREE WORKPLACE ACT

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

**F. ILLINOIS HUMAN RIGHTS ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

**G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

**H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;**

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

**SECTION 3**

**REQUIRED DISCLOSURES**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
NA	None

**2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)**

*Local business* means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?  
Yes: \_\_\_\_\_ No:           x          

b) If yes, list business addresses within Cook County:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?  
Yes: \_\_\_\_\_ No:           x          

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)**

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): NA

---

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**(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)**

OR:

- b)  The Applicant owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

---

---

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT**

The Cook County Code of Ordinances (§2-610 et seq.) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the  Applicant or  Stock/Beneficial Interest Holder

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name Mansfield Oil Company

D/B/A: \_\_\_\_\_ FEIN NO/SSN (LAST FOUR DIGITS): 58-1091383

Street Address: 1025 Airport Pkwy SW

City: Gainesville State: GA Zip Code: 30501

Phone No.: 678-450-2000 Fax Number: 678-450-2273 Email: jepperson@mansfielddoil.com

Cook County Business Registration Number: 2990993  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): \_\_\_\_\_

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Michael F. Mansfield, Sr.	1025 Airport Parkway, Gainesville, Ga, 30501	100%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity?  Yes  No  
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

**Corporate Officers; Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
N/A			

**Declaration (check the applicable box):**

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

John Rettiger  
Name of Authorized Applicant/Holder Representative (please print or type)

*John Rettiger*  
Signature

jrettiger@mansfieldoil.com  
E-mail address

Subscribed to and sworn before me  
this 24 day of March, 2015.

x *Courtney Wheeler*  
Notary Public Signature

SVP, Refined Products

Title

3/24/2015

Date

678-450-2094

Phone Number

My commission expires: 9/2/17

Notary Seal



COOK COUNTY BOARD OF ETHICS  
69 W. WASHINGTON STREET, SUITE 3040  
CHICAGO, ILLINOIS 60602  
312/603-4304 Office 312/603-9988 Fax

### FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

#### Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

#### Additional Definitions:

*"Familial relationship"* means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- |                                  |  |                                       |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent  | <input type="checkbox"/> Grandparent     | <input type="checkbox"/> Stepfather   |
| <input type="checkbox"/> Child   | <input type="checkbox"/> Grandchild      | <input type="checkbox"/> Stepmother   |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law   | <input type="checkbox"/> Stepson      |
| <input type="checkbox"/> Sister  | <input type="checkbox"/> Mother-in-law   | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt    | <input type="checkbox"/> Son-in-law      | <input type="checkbox"/> Stepbrother  |
| <input type="checkbox"/> Uncle   | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister   |
| <input type="checkbox"/> Niece   | <input type="checkbox"/> Brother-in-law  | <input type="checkbox"/> Half-brother |
| <input type="checkbox"/> Nephew  | <input type="checkbox"/> Sister-in-law   | <input type="checkbox"/> Half-sister  |

COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Josh Epperson Director, Gov Services

Address of Person Doing Business with the County: 1025 Airport Pkwy SW Gainesville Ga. 30501

Phone number of Person Doing Business with the County: 970333175

Email address of Person Doing Business with the County: jepperson@mansfieldoil.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:  
see above

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

*Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the preceding calendar year if disclosure is made on January 1), identify:*

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: \_\_\_\_\_

1584-14299

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 2,085,721

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: \_\_\_\_\_

Barbi Flock, Specifications Engineer

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: \_\_\_\_\_

Alesia Hawkins, Department Chief of Proc Mgr.

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

*Check the box that applies and provide related information where needed*

The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. The familial relationships are as follows:

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*If more space is needed, attach an additional sheet following the above format.*

- The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. The familial relationships are as follows:

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible  
for the General  
Administration of the  
Business Entity Doing  
Business with the County

Name of Related County  
Employee or State, County or  
Municipal Elected Official

Title and Position of Related  
County Employee or State, County  
or Municipal Elected Official

Nature of Familial  
Relationship\*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Agent Authorized  
to Execute Documents for  
Business Entity Doing  
Business with the County

Name of Related County  
Employee or State, County or  
Municipal Elected Official

Title and Position of Related  
County Employee or State, County  
or Municipal Elected Official

Nature of Familial  
Relationship\*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Employee of  
Business Entity Directly  
Engaged in Doing Business  
with the County

Name of Related County  
Employee or State, County or  
Municipal Elected Official

Title and Position of Related  
County Employee or State, County  
or Municipal Elected Official

Nature of Familial  
Relationship\*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

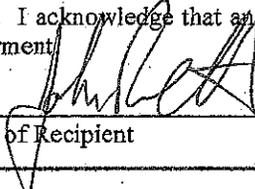
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\_\_\_\_\_

*If more space is needed, attach an additional sheet following the above format.*

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.



3/24/2015

Signature of Recipient

Date

**SUBMIT COMPLETED FORM TO:**

Cook County Board of Ethics  
69 West Washington Street, Suite 3040, Chicago, Illinois 60602  
Office (312) 603-4304 – Fax (312) 603-9988  
CookCounty.Ethics@cookcountyil.gov

\* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

CONTRACT AND EDS EXECUTION PAGE  
**PLEASE EXECUTE THREE ORIGINALS**

The Applicant hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Doug Haugh

President's Name

678-450-2059

Telephone

*Melissa M. Coenen*  
Secretary Signature

President's Signature

Email

3/25/2015

Date

*[Signature]*  
dhaugh@mansfieldoil.com

Execution by LLC

NA

NA

Member/Manager (Signature)\*

NA

Date

NA

Telephone

Email

Execution by Partnership/Joint Venture

NA

NA

Partner/Joint Venturer (Signature)\*

NA

Date

NA

Telephone

Email

Execution by Sole Proprietorship

NA

NA

Signature

NA

Date

NA

Telephone

Email

Subscribed and sworn to before me this  
25 day of March, 2015.

My commission expires: 9/2/17

*[Signature]*  
Notary Public Signature

Notary Seal

If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

**MBE/WBE UTILIZATION PLAN - FORM 1**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

**I. BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at [www.cookcountynil.gov/contractcompliance](http://www.cookcountynil.gov/contractcompliance))
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

**II.**  **Direct Participation of MBE/WBE Firms**       **Indirect Participation of MBE/WBE Firms**

**NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.**

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Diversified Energy Supply  
 Address: 12600 Deerfield Parkway Milton, GA 30004  
 E-mail: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Dollar Amount Participation: \$ \$531,250 approximate  
 Percent Amount of Participation: 17.5% %  
 \*Letter of Intent attached?      Yes X      No \_\_\_\_\_  
 \*Current Letter of Certification attached?      Yes X      No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Dollar Amount Participation: \$ \_\_\_\_\_  
 Percent Amount of Participation: \_\_\_\_\_ %  
 \*Letter of Intent attached?      Yes \_\_\_\_\_      No \_\_\_\_\_  
 \*Current Letter of Certification attached?      Yes \_\_\_\_\_      No \_\_\_\_\_

*Attach additional sheets as needed.*

**\* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

**MBE/WBE LETTER OF INTENT - FORM 2**

M/WBE Firm: \_\_\_\_\_

Certifying Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Certification Expiration Date: \_\_\_\_\_

Address: \_\_\_\_\_

Ethnicity: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Bid/Proposal/Contract #: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

FEIN #: \_\_\_\_\_

Email: \_\_\_\_\_

Participation:     Direct         Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No    Yes – Please attach explanation: Proposed Subcontractor(s): \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract; (if more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\_\_\_\_\_  
\_\_\_\_\_

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE) \_\_\_\_\_

Signature (Prime Bidder/Proposer) \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name  
Mansfield Oil Company

Firm Name \_\_\_\_\_

Firm Name  
3-23-2015

Date \_\_\_\_\_

Date \_\_\_\_\_

Subscribed and sworn before me

Subscribed and sworn before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public \_\_\_\_\_

Notary Public \_\_\_\_\_

SEAL

SEAL

**PETITION FOR REDUCTION/WAIVER OF MBE/WBE PARTICIPATION – FORM 3**

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

FULL MBE WAIVER

FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

\_\_\_\_\_ % of Reduction for MBE Participation

\_\_\_\_\_ % of Reduction for WBE Participation

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

(1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**

(2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**

(3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**

(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

**C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION**

(1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Attach of copy written solicitations made)**

(2) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**

(3) Timely notified and used the services and assistance of community, minority and women business organizations. **(Attach of copy written solicitations made)**

(4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attach supporting documentation)**

(5) Engaged MBEs & WBEs for direct/indirect participation. **(Please explain)**

**D. OTHER RELEVANT INFORMATION**

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

**MBE/WBE UTILIZATION PLAN - FORM 1**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions - Section 19.

**I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)**

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available online at [www.cookcountvtl.gov/contractcompliance](http://www.cookcountvtl.gov/contractcompliance))
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent - Form 2).

**II.  Direct Participation of MBE/WBE Firms  Indirect Participation of MBE/WBE Firms**

**NOTE:** Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Diversified Energy Supply (DES Wholesale, LLC)  
Address: 12600 Deerfield Parkway Milton, GA 30004  
E-mail: a.deaguero@diversifiedenergysupply.com  
Contact Person: Allison S. deAguiro Phone: 678-928-4305  
Dollar Amount Participation: \$ \$531,250 approximate  
Percent Amount of Participation: 17.5% %

\*Letter of Intent attached? Yes  No   
\*Current Letter of Certification attached? Yes  No

MBE/WBE Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation: \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes  No   
\*Current Letter of Certification attached? Yes  No

Attach additional sheets as needed.

\* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.

**MBE/WBE LETTER OF INTENT - FORM 2**

M/WBE Firm: DES Wholesale, LLC Certifying Agency: GMSDC  
Contact Person: Allison S. de Aguiar Certification Expiration Date: 6/2015  
Address: 12100 Deerfield Pkwy, Ste 100 Ethnicity: Hispanic  
City/State: Milton, GA Zip: 30004 Bid/Proposal/Contract #: \_\_\_\_\_  
Phone: 678-828-4305 Fax: 678-826-0742 FEIN #: 45-1608797  
Email: adeaguero@diversifiedenergy.com  
Participation:  Direct  Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No  Yes - Please attach explanation. Proposed Subcontractor(s): \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

petroleum fuel supply  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\$531,250 (est.), 17.5%, Net 30

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Allison S. de Aguiar  
Signature (M/WBE)  
Allison S. de Aguiar  
Print Name  
DES Wholesale, LLC  
Firm Name  
03/25/2015  
Date

Michael Mansfield  
Signature (Prime Bidder/Proposer)  
MICHAEL MANSFIELD  
Print Name  
Mansfield Oil Company  
Firm Name  
3-23-2015  
Date

Subscribed and sworn before me  
this 24th day of March, 2015  
Notary Public Courtney J. DeLoach

Subscribed and sworn before me  
this 24th day of March, 2015  
Notary Public Courtney J. DeLoach

SEAL

SEAL

**PETITION FOR REDUCTION/WAIVER OF MBE/WBE PARTICIPATION – FORM 3**

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

FULL MBE WAIVER  FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

Increase  
5 % of Reduction for MBE Participation  
5 % of Reduction for WBE Participation

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

**C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION**

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Attach of copy written solicitations made)
- (2) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)
- (3) Timely notified and used the services and assistance of community, minority and women business organizations. (Attach of copy written solicitations made)
- (4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Attach supporting documentation)
- (5) Engaged MBEs & WBEs for direct/indirect participation. (Please explain)

**D. OTHER RELEVANT INFORMATION**

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

Mansfield Oil Company

May 23, 2015

1584-14299.

Cook County Fuel Contract

Supplemental for petition for reduction/waiver of MBE/WBE Participation Form 3

---

(5) Engaged MBEs and WBE's for direct/indirect participation.

The participating contract issued by National IPA did not require MBE/WBE participation. This element of cost has not been considered or utilized in this program's requirements. In order to meet the goals of Cook County in MWBE participation at 17.5%, Mansfield offers and requests that the 17.5% be allocated to an MBE for fuel supply, therefore increasing the MBE participation by 5% and decreasing the WBE participation by 5%.

Josh Epperson

Mansfield Oil Company

---

**GEORGIA MINORITY SUPPLIER  
DEVELOPMENT COUNCIL**



THIS CERTIFIES THAT

**DES Wholesale, LLC**

[Diversified Wholesale Energy Supply]

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc.® (NMSDC®) and as adopted by the Georgia Minority Supplier Development Council

\*\*NAICS Code(s): 221210 ; 221122 ; 424720 ; 523140

\*\*Description of their product/services as defined by the North American Industry Classification System (NAICS)

June 30, 2014

AT01248

*Issued Date*

*Certificate Number*

June 30, 2015

*Expiration Date*

*Stacey J. Key, President & CEO GMSDC*

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <http://www.nmsdc.org>



An affiliate of the National Minority Supplier Development Council, Inc. (NMSDC)

SECTION 5  
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Shannon E. Anderson (PE)

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 1st DAY OF May, 2015

IN THE CASE OF A BID/ PROPOSAL/RESPONSE, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1584-14299

OR

ITEM(S), SECTION(S), PART(S): \_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ 2,085,721.00

(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

APR 29 2015

APPROVED AS TO FORM:

[Signature]

ASSISTANT STATE'S ATTORNEY  
(Required on contracts over \$1,000,000.00)

COM \_\_\_\_\_