



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><u>RESPONSES SHALL BE DELIVERED TO:</u></p> <p>CITY OF FORT WORTH PURCHASING DIVISION LOWER LEVEL 1000 THROCKMORTON STREET FORT WORTH, TEXAS 76102</p>	<p><u>RESPONSES SHALL BE MAILED TO:</u></p> <p>CITY OF FORT WORTH PURCHASING DIVISION LOWER LEVEL 1000 THROCKMORTON STREET FORT WORTH, TEXAS 76102</p>
<p>Pre-Proposal Conference will be held:</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>NAME AND ADDRESS OF COMPANY SUBMITTING PROPOSAL:</p> <p>_____</p> <p>_____</p> <p>_____</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>FOR ADDITIONAL INFORMATION REGARDING THIS RFP PLEASE CONTACT:</p> <p>Darian Gavin, Contract Compliance Specialist Darian.Gavin@FortWorthTexas.gov</p> <p>*****</p> <p>RETURN THIS COVER SHEET WITH RESPONSE TO:</p> <p>Darian Gavin Contract Compliance Specialist Purchasing Division 1000 Throckmorton Street, Lower Level Fort Worth, Texas 76102</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

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| 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 Agreement | 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. |
| 2.6 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 Proposer | 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. 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_x 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 ₂ H ₅ OH	C ₄ to C ₁₂ Hydrocarbons	C ₄ to C ₁₂ 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
All Classes			
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 ₂ H ₅ OH	C ₄ to C ₁₂ 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

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 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/I00ML)	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 meet 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. 2300Avenue 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 nd 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 Exercise 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.

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

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

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 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 10th 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 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
SCIPPIO, 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, 26TH JUDICIAL DIST ATTY
STATE OF UTAH