



# CITY OF FORT WORTH BID OFFER



<b>Event ID</b> CFW01-19-0000037		<b>Page</b> 1
<b>Event Round</b> 1	<b>Version</b> 1	
<b>Event Name</b> RFP-MOTOR AND AVIATION FUELS AND RELATED SERVICES		
<b>Start Time</b> 08/21/2019 07:00:00 CDT	<b>Finish Time</b> 09/26/2019 13:30:00 CDT	

**Submit To:** City of Fort Worth  
PURCHASING DIVISION  
LOWER LEVEL CITY HALL  
200 TEXAS ST.  
Fort Worth TX 76102  
United States

**Email:** FMSPurchasingResponses@fortworthtexas.gov

## Event Description

The City of Fort Worth is accepting proposals from qualified firms for an Annual Agreement for Motor and Aviation Fuels and Related Services.

## Terms & Conditions

A pre-bid conference will be held at 10:00 AM, Wednesday September 4, 2019, at the Purchasing Division Conference Room, Lower Level, City Hall, 200 Texas Street, Fort Worth, Texas, 76102. WebEx Join by Phone: 1-650-479-3208 Meeting number (access code): 622 991 219. FAILURE TO ATTEND THE PRE-BID CONFERENCE WILL IMPACT A POTENTIAL VENDOR'S ABILITY TO SUBMIT A FULLY INFORMED AND COMPETITIVE BID RESPONSE. ATTENDANCE IS NOT MANDATORY BUT IS STRONGLY ENCOURAGED.

Proposals are solicited for furnishing the material and services as set forth in this solicitation. Completed Proposals including one executed original, six copies and two USB flash drive containing electronic versions of all proposal documents and Attachment E- Rack Market Differential Pricing Spreadsheet (to be completed and submitted in excel on the flash drive) must be received in the Purchasing Division by 1:30 P.M., September 26, 2019 and then publicly opened and read aloud at 2:00 P.M. in the Council Chambers. Proposals must be submitted in a sealed envelope WITH THE BID NUMBER WRITTEN ON THE OUTSIDE OF THE ENVELOPE, addressed to the Purchasing Manager. YOUR BID MUST BE RECEIVED BY THE PURCHASING OFFICE AND TIME STAMPED PRIOR TO THE 1:30 DEADLINE IN ORDER TO BE CONSIDERED. Proposals shall be mailed or hand delivered to the following address:  
City of Fort Worth, Purchasing Division,  
Lower Level, City Hall, 200 Texas Street, Fort Worth, Texas 76102  
Proposals delivered by special courier (i.e. Federal Express, Special Delivery etc.) are to be marked on the outside of the courier shipping envelope BID No. 19-0000037 MOTOR AND AVIATION FUEL AND RELATED SERVICES AND MUST BE RECEIVED BY THE PURCHASING OFFICE AND TIME STAMPED PRIOR TO THE 1:30 DEADLINE IN ORDER TO BE CONSIDERED

### SECTION NO. TITLE

PAGE 1 BID OFFER SHEET\*\* - Cover page of Final Bid Document V1 and attached as separate document

SECTION I GENERAL PROVISIONS

SECTION II STANDARD TERMS AND CONDITIONS

SECTION III SCOPE OF WORK

SECTION IV DETAILED CITY OF FORT WORTH SPECIFICATIONS

SECTION V INSURANCE

ATTACHMENT A (Exhibits A-H) REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT

ATTACHMENT B PRICE PROPOSAL

ATTACHMENT C GEOGRAPHIC COVERAGE CHECKLIST

ATTACHMENT D CITY OF FORT WORTH SAMPLE CONTRACT

ATTACHMENT E RACK MARKET DIFFERENTIAL PRICING SPREADSHEET (to be completed and submitted in excel on the flash drive)



# CITY OF FORT WORTH BID OFFER

<b>Event ID</b> CFW01-19-0000037		<b>Page</b> 2
<b>Event Round</b> 1	<b>Version</b> 1	
<b>Event Name</b> RFP-MOTOR AND AVIATION FUELS AND RELATED SERVICES		
<b>Start Time</b> 08/21/2019 07:00:00 CDT	<b>Finish Time</b> 09/26/2019 13:30:00 CDT	

**Submit To:** City of Fort Worth  
PURCHASING DIVISION  
LOWER LEVEL CITY HALL  
200 TEXAS ST.  
Fort Worth TX 76102  
United States

**Email:** FMSPurchasingResponses@fortworthtexas.gov

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Petroleum Traders Corporation

Company Address: 7120 Pointe Inverness Way PO Box 2357

City, State, Zip: Fort Wayne, IN 46801-2357

Vendor Registration No. 0000001503

Printed Name of Officer or Authorized Representative: Gayle Newton

Title: Contract Sales Manager

Signature of Officer or Authorized Representative: *Gayle Newton*

Date: 10/1/2019

Email Address: gnewton@petroleumtraders.com

Phone Number: 800-348-3705 x5899



# Request for Proposals

## Section I - General Provisions

### 1.0 **GENERAL INFORMATION**

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 up to five (5) years, consisting of a three (3) year initial term and two (2) one-year renewal terms.

#### **National Contract**

- 1.2 The City of Fort Worth, Texas as the Principal Procurement Agency (or “PPA”), defined in Attachment A, with OMNIA Partners is working to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) 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 OMNIA Partners’ cooperative purchasing program. The City of Fort Worth, Texas 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 OMNIA Partners (a “Participating Public Agency”). Attachment A contains additional information about OMNIA Partners and the cooperative purchasing agreement.
- 1.3 OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries, National IPA and U.S. Communities, participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which OMNIA Partners is founded.
- 1.4 According to OMNIA Partners, they provide shared services and supply chain optimization to government, education and the private sector. As a channel partner with Vizient (formally, Novation), OMNIA Partners leverages over \$100 billion in annual supply spend to command the best prices for products and services. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier 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. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier’s need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (Attachment A).

- 1.5 The City of Fort Worth, Texas anticipates spending approximately \$15,500,000.00 over the full potential Master Agreement term for Motor and Aviation Fuels and Related Services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Motor and Aviation Fuels and Related Services purchased under the Master Agreement through OMNIA Partners Public Sector is approximately \$30 million. This projection is based on the current annual volumes among the City of Fort Worth, Texas, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

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

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.

- a) To respond to this RFP, interested Suppliers must include a response to all criteria that are listed in the Proposal Evaluation Requirements section: Products & Quality, Price Proposal, Qualifications & Experience, and Method of Approach & Ability. Failure to include a response to all the evaluation criteria may be cause for rejection.
  - i. 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.
  - ii. Requirements, qualifications, and specifications are defined in detail in the Scope of Work Section of this Request for Proposal (RFP).

**2.0 DEFINITIONS**

Addendum	A written revision to this solicitation document, issued to all Prospective Offerors.
Buyer	The City of Fort Worth or Participating Agency
City	The City of Fort Worth, Texas
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.
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.
Prospective	Individual or firm who has received a copy of the RFP.
Proposer	Individual or firm that submits a proposal in response to this RFP.
Successful Proposer	The firm(s) that is(are) offered a contract by the City of Fort Worth

OMNIA Partners	Cooperative purchasing organization working with the City of Fort Worth, who will administer, market and promote the Contract nationally in conjunction with the Successful Proposer(s)
OPIS	Oil Price Information Service
PARD	Park and Recreation Department
Participating Agency	Any agency that participates or is eligible to participate in the Master Agreement, including cities, counties, states, primary and secondary educational institutions (K-12), institutions of higher education, non-profit entities, and agencies for public benefit that agree to utilize the resulting City of Fort Worth Master Agreement through the OMNIA Partners program.
Supplier	A Proposer or an individual, partnership or corporation that is responsible for the performance of services under a contract awarded by the City, a Successful Proposer.

### **3.0 SUBMISSION OF PROPOSALS**

- 3.1 One (1) original and six (6) copies of all Proposal documents and two (2) electronic copies on 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  
200 Texas St., 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, September 26, 2019. 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 received by the City, 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 for an opinion from 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 OMNIA Partners.

- 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. Proposals are limited to a maximum of 30 pages per submittal. The cover page, table of contents, tabs, Attachment B – Price Proposal, and Attachment C – Geographic Coverage Checklist do not count towards the page limit.
- 5.4 The Contract terms and conditions are included in this RFP in Exhibit B (Administration Agreement) of Attachment A – Response for National Cooperative Contract and Attachment D – City of Fort Worth Sample Contract. If Proposers have exceptions to the terms and conditions, they must be submitted with the proposal.

5.5 Requirements

The outline below 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. Proposers are to include the following:

5.5.1 Products & Quality

- 5.5.1.1 The product quality must meet and/or exceed Federal and state (TCEQ (EPA), attainment, and nonattainment area guidelines. The Clean Air Act requires EPA to regulate fuels and fuel additives for use in motor vehicle, motor vehicle engine, or nonroad engine or nonroad vehicle if such fuel, fuel additive or any emission products causes or contributes to air or water pollution that may endanger the public health or welfare. EPA must also address emission products of such fuel or fuel additives that may impair any emission control devices used on vehicles or engines to reduce harmful emissions. All petroleum products and services offered within the proposal shall be the sole responsibility of the awarded Supplier.
- 5.5.1.2 Gasoline regulations are under 40 CFR Part 80 ("Regulation of Fuels and Fuel Additives"): subparts A (general provisions, applying to all 40 CFR Part 890 fuels programs), B (controls and prohibitions), C (oxygenated gasoline), D & E (reformulated gasoline), G (detergent gasoline program), H & O (gasoline sulfur) and J & L (gasoline toxics).
- 5.5.1.3 All gasoline and diesel motor vehicle fuel additives are required to be registered in accordance with the regulations at 40CFR 79. Gasolines are required to contain detergent additives which have been certified in accordance with the regulations at 40 CFR 80, Subpart G.



Lists of registered gasoline and diesel additives, and certified gasoline detergent additives, are available at Registered Fuels & Fuel Additives Under 40 CFR Part 79. The regulations are available from the Government Printing Office's GPO Access Service at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>. For information about GPO Access call the GPO User Support Team at (888) 293-6498 (toll free) or (202) 512-1530.

## 5.5.2 Price Proposal

### 5.5.3.1 Attachment B – Rack Market Differential Pricing Spreadsheet

- Using Attachment B – Rack Market Differential Pricing Spreadsheet, Proposers shall offer the City of Fort 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.
- Total Annual Cost will be determined from the unit prices offered in the proposal multiplied by the annual quantity estimates for all products and services listed in the RFP.

### 5.5.3.2 Additional Information Related to Price

- Proposers shall provide any additional pricing/fees associated with delivery of products. Examples include short load, split load charges, etc. If Proposers submitting bobtail/wagon load fuel deliveries need to utilize an administration cost per gallon fee table, it must be included as part of the response to this RFP and broken into the following structure of delivery gallons per location: 500 or less; 501 to 1,000; 1,001 to 1,500; 1,501 to 2,000; and 2,001 to 4,000. All Transports and/or Short Transports (4,001 to 9,000 gallon deliveries) may NOT utilize the bobtail/wagon load fee.
- Describe the different types of transport loads available (e.g. transport load, short transport load, bobtail and/or tank wagon loads, split loads) and describe how pricing or freight may change with varying transport loads.
- Provide payment terms available to agencies nationwide.

- Provide details of proposed and additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.
- If applicable, indicate the payment percent discount for Net 20 days and/or Net 15 days.

### 5.5.3 Qualifications & Experience

#### 5.4.3.1 Business Plan

- Provide a business plan outlining your qualifications and experience, include years in business and what your company brings to the City of Fort Worth's fuel consortium.

#### 5.4.3.2 Supplier/Team

- Respond to the information requested in Attachment A – Requirements for National Cooperative Contract to be Administered by OMNIA Partners and include the following:
  - Name of company
  - Type of organization / description of core competency
  - Contact person submitting the proposal, address, and telephone number(s).
- 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.

#### 5.4.3.3 Attachment C – Geographic Coverage Checklist

- Complete Attachment C

5.4.3.4 Suppliers should detail in their response their ability to service the 48 contiguous United States including District of Columbia. The City anticipates awarding to multiple suppliers 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.**

#### 5.5.3 Method of Approach & Ability

##### 5.4.4.1 Ability to Provide and Perform the Required Services

- Describe Proposer's ability to perform the requirements and specifications as outlined in this RFP.

##### 5.4.4.2 Plan and Expertise

- Provide an organization plan for management of the City's program and ability to provide products and services outlined in this RFP, required facilities, satellite sites, and include and training (if necessary). 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.

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

- Location of office(s)
- Competitive advantages over competition
- Unique service offerings (e.g., bulk fuel storage monitoring systems services)
- Computer programs and management systems utilized
- Internal and external audit controls
- Reporting capabilities

## 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 Ms. Lakita Slack of the City of Fort Worth Purchasing Division, September 11, 2019 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 [FMSPurchasingResponses@fortworthtexas.gov](mailto:FMSPurchasingResponses@fortworthtexas.gov)
- 6.4 Emails and Faxes must clearly identify the RFP Number and Title.
- 6.5 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.
- 8.3 Tentative Schedule of Events (Local time)

RFP Release Date	August 21, 2019
Pre-proposal Conference	September 4, 2019
Deadline for Questions	September 11, 2019, 5:00 PM
Proposals Due Date	September 26, 2019, by 1:30
Evaluation Process	September 26th- October 31, 2019

Contract Negotiations	November 2019
City Council Consideration	November 2019
Notice to Proceed (anticipated)	December 2019

## 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 to supplement and/or clarify 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 OMNIA Partners.

## 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.

## 15.1 **PROPOSAL EVALUATION PROCESS AND CRITERIA**

The City's Evaluation Team will review all responsive submittals and select the best evaluated proposals for further interview. Proposers may earn up to the maximum number of points as indicated below.



- 15.1.1 An evaluation committee will evaluate the responses to this Request for Proposals, may interview one or more firms, and may recommend one or more firms to the. Selection of a firm may be made without discussion with Proposers after offers are received. Proposals should, therefore, be submitted on the most favorable terms.
- 15.1.2 The City's evaluation panel will review all responsive submittals and select the best evaluated proposals for further interview.
- 15.1.3 The City anticipates selecting Proposer(s) that will be recommended for award of a contract to provide the requested professional services to the City of Fort Worth.
- 15.1.4 Points for all factors below, except for total annual cost will be allocated to proposals based on the average rating received from the evaluation panel members. The maximum points available for each evaluation factor are listed below.

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

- |          |   |                          |
|----------|---|--------------------------|
| 15.1.5.1 | <u>Products &amp; Quality</u>           | (up to <b>30</b> points) |
| 15.1.5.2 | <u>Price Proposal</u>                   | (up to <b>30</b> points) |
| 15.1.5.3 | <u>Qualifications &amp; Experience</u>  | (up to <b>20</b> points) |
| 15.1.5.4 | <u>Method of Approach &amp; Ability</u> | (up to <b>20</b> points) |

- 15.1.6 All of the available points for cost(s) are awarded to the “acceptable” proposal(s) offering the lowest cost to the City. An acceptable proposal is one that is rated at 50% or more of the total available points for technical and management criteria. A percentage of the available points is then assigned to other acceptable proposals, based on the percentage of difference between their pricing and that offered by the lowest cost proposal. Note that a proposal that is otherwise acceptable and proposes a cost(s) that is (are) a dollar more than double that of the lowest cost(s) in an acceptable proposal would receive zero points in this category.

- 15.1.7 The City reserves the right to reject any or all proposals.

## **15.2 GENERAL**

- 15.2.5 **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.

- 15.2.6 **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.
- 15.2.7 **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.
- 15.2.8 **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 containers, 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 -
  - 12.1 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, shall 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.
  - 12.2 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. 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 sub-contractors. 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 OMNIA Partners, and their officers and employees, from and against any and all suits or claims for damages or injuries, including death, to any and

all persons or property, whether real or asserted, arising out of or in connection with any negligent act or omission on the part of the Seller, its officers, agents, servants, employees or subcontractors, and Seller does hereby assume all liability and responsibility for injuries, claims or suits for damages to persons or property, of whatsoever kind or character, whether real or asserted, occurring during or arising out of the performance of this contract as a result of any negligent act or omission on the part of the Seller, its officers, agents, servants, employees or subcontractors.

- 27.0 SEVERABILITY - In case any one or more of the provisions contained in this agreement shall for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement, which agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 28.0 FISCAL FUNDING LIMITATION - In the event no funds or insufficient funds are appropriated and budgeted or are otherwise available by any means whatsoever in any fiscal period for payments due under this contract, then the City will immediately notify Seller of such occurrence and this contract shall be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.
- 29.0 NOTICES TO PARTIES - Notices addressed to the City pursuant to the provisions hereof shall be conclusively determined to have been delivered at the time same is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to Purchasing Manager, City of Fort Worth, Purchasing Division, 1000 Throckmorton, Fort Worth, Texas 76102, and notices to Seller shall be conclusively determined to have been delivered at the time same is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to the address given by Seller in its response to the City's request for proposal.
- 30.0 NON-DISCRIMINATION - This contract is made and entered into with reference specifically to Chapter 17, Article III, Division 3 ("Employment Practices"), of the City Code of the City of Fort Worth (1986), as amended, and Seller hereby covenants and agrees that Seller, its employees, officers, agents, contractors or subcontractors, have fully complied with all provisions of same and that no employee, participant, applicant, contractor or subcontractor has been discriminated against according to the terms of such Ordinance by Seller, its employees, officers, agents, contractor or subcontractors herein.
- 31.0 RIGHT TO AUDIT - Seller agrees that the Buyer shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine and copy any directly pertinent books, computer disks, digital files, documents, papers and records of the Seller involving transactions relating to this contract. Seller agrees that the Buyer shall have access, during normal working hours, to all necessary Seller facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. Buyer shall pay Seller for reasonable costs of any copying Buyer performs on Seller's equipment or requests Seller to provide. The Buyer shall give Seller reasonable advance notice of intended audits.
- 32.0 DISABILITY - In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Seller warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Seller or any of its subcontractors. Seller warrants it will fully comply with

ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold Buyer and OMNIA Partners harmless against any claims or allegations asserted by third parties or subcontractors against Buyer or OMNIA Partners 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 - Scope of Work

### 1.0 GENERAL REQUIREMENTS

- 1.1 The City, as the Principal Procurement Agency, with OMNIA Partners – Public Sector, is working to establish a cooperative purchasing agreement to supply the City of Fort Worth, Property Management Department, Fleet Division and Participating Agencies within the Dallas/Fort Worth metropolitan area and in the 48 contiguous United States and the District of Columbia, with Motor and Aviation Fuels.
- 1.2 The City of Fort Worth anticipates using an estimated 1,100,000 gallons of Reformulated and E85 Gasoline, and/or 2,000,000 gallons of (TxLED) Ultra Low Emission Diesel/Biodiesel per 12-month period.
- 1.3 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/>).
  - 1.3.1 **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.
  - 1.3.2 **Conventional Gasoline:** Finished motor gasoline not included in the oxygenated or reformulated gasoline categories.
  - 1.3.3 **Renewable (Green) Diesel:** Hydrotreating (hydroprocessing hydrodeoxygenation) Also called "green" diesel, renewable diesel is a biomass-derived transportation fuel suitable for use in diesel engines. It meets the ASTM D975 specification in the United States and EN 590 in Europe.
  - 1.3.4 **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.
  - 1.3.5 **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.

- 1.3.6 **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).
- 1.3.7 **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 (Clear, No Additive) 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.
- 1.3.8 **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.
- 1.3.9 **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).
- 1.3.10 **Diesel Emission Fluid (DEF):** commonly referred to as **AdBlue** in Europe and standardized as **ISO 22241** is an **Aqueous Urea Solution** made with 32.5% high-purity urea (**AUS 32**) and 67.5% deionized water. DEF is used as a consumable in selective catalytic reduction (SCR) in order to lower NO<sub>x</sub> concentration in the diesel exhaust emissions from diesel engines.



## 2.0 SCOPE

- 2.1 The general scope of this RFP includes finished motor gasoline, finished aviation gasoline, Kerosene-Type Jet Fuel, Distillate Fuel Oil for on-highway and off-highway diesel engines, Renewable Green Diesel, Biodiesel, and Diesel Emission Fluid (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, Renewable Green Diesel and/or Biodiesel fuel, Aviation Gasoline, Kerosene-Type Jet Fuel, and Diesel Emission Fluid 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 **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 **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 intends 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 (Sept. 16) OPIS Standard **Contract Rack Report for Dallas Metro Texas Net Rack Average** encompasses all price moves that were made at 6:00 p.m. (Sept 18) up until 9:59 a.m. (Sept. 20.) 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 September 20, 2019 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

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.

3.3.1 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.

3.3.2 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.

3.3.3 In accordance with IRS notice 88-30, the City of Fort Worth, and any other Participating Agencies that fall into the guidelines outlined in this section are exempt from paying a federal excise tax on diesel and/or aviation 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(s) for the duration of the agreement.

3.3.3.1 Reference 3.0 PRICING; section 3.3 Taxes, regarding additional information on fees and applicable charges governed by State and/or Federal mandate. 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.

#### 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.

### 3.6 Additional Products and Services

3.6.1 Although specific products and services may not be listed in the contract, the contract is intended to meet the full product and service needs of agencies nationwide and offered by the Supplier, including but not limited to lease, lease purchase of storage tanks, purchase of fuel related equipment and necessary services required to meet an agency's specific needs. Pricing of additional products and services shall be negotiated between Participating Public Agencies and Supplier for addition to the contract.

3.6.2 In cases whereby a differential rate was not provided in the Supplier's response to the RFP, the Supplier may add additional tank wagon and transport load differential rates for existing and new fuel products and blends and delivery locations as well as new and/or existing terminals/rack locations. New differential pricing shall be commensurate with existing contract market differentials for the region whenever possible. Additional differential rates offered shall be subject to PPA approval.

## 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

5.1 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. 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 ensure 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 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 OMNIA Partners 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.
- 6.4 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 OMNIA Partners harmless of any copyright infringements or penalties.

## **7.0 PAYMENTS**

Unless a Net 20 or 15 days is available and agreed upon, payment terms will be Net 30 days from the date of delivery or the receipt of an accurate invoice and bill of lading whichever is later.

## **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 reports by delivery date, fuel type, amount delivered, costs, tank location and invoice number for each Participating Agency upon request.

## **9.0 MULTIPLE AWARD**

The city will award to the Suppliers(s) whom the City determines to be the best qualified on the criteria indicated in this RFP. In order for the city to receive adequate coverage on its requirements as specified in the solicitation, the city reserves the right to make multiple awards.

## **10.0 OPIS LICENSING**

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.

## **11.0 TESTING**

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

## SECTION IV - Detailed Fort Worth Specifications

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

#### 1.1 Item #1.

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

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

1.3 Item #1.

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

1.4 *Comparison of E10 Fuel Properties*  
Item #1.

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

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

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

inhibitor is 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 the successful proposer'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 Texas Commission of Environmental Quality (TCEQ) as no longer an approved additive. Successful proposer shall confirm that producer of the bio-diesel is complying with 30 Texas Administrative Code (TAC) 114.316(k) regarding sampling and testing requirements and complying with all federal government and/or TCEQ on approved additive packages.
- 2.3 Renewable Green Diesel is distinct from biodiesel. While renewable diesel is chemically similar to petroleum diesel, biodiesel is a mono-alkyl ester, which has different physical properties and hence different fuel specifications (ASTM D6751 and EN 14214). The two fuels are also produced through very different processes. While biodiesel is produced via transesterification, renewable diesel is produced through various processes such as hydrotreating (isomerization), gasification, pyrolysis, and other thermochemical and biochemical means. Moreover, biodiesel is produced exclusively from lipids (such as vegetable oils, animal fats, grease, and algae), whereas renewable diesel is produced from lipids and cellulosic biomass (such as crop residues, woody biomass, and dedicated energy crops).

Properties	Petrodiesel	Biodiesel	Renewable Diesel
Cetane#	40-55	50-65	75-90
Energy Density, MJ/kg	43	38	44
Density, g/ml	0.83-0.85	0.88	0.78
Energy Content, BTU/gal 129 K	129 K	118 K	123 K
Sulfur	<10 ppm	<5 ppm	<10 ppm
NOx Emission	Baseline	+10	-10 to 0
Cloud Point, C	-5	20	-10
Oxidative Stability	Baseline	Poor	Excellent
Cold Flow Properties	Baseline	Poor	Excellent
Lubricity	Baseline	Excellent	Similar

Renewable (Green) Diesel:

Analysis of REG-9000/RHD					
Property	Value	ASTM D975 No. 2-D Limit	REG-9000® Limit*	Units	Test Method (current revision)
Cloud point:	-14	Report	Report	°C	D5771
Water & Sediment:	<0.05	0.05, max	0.05, max	% volume	D2709
Conductivity:	77	25, min	25, min	pS/m	D2624
Appearance:	Clear & Bright	Clear & Bright	Clear & Bright	N/A	D4176, Procedure 1
API Gravity @ 60°F:	49.3	N/A	Report	N/A	D4052
Specific gravity @ 60°F:	0.7828	N/A	Report	N/A	D4052
Flash point:	67.1	52, min	52, min	°C	D93A
Total Sulfur:	<1	15, max	2, max	ppm (mg/kg)	D5453
Ramsbottom Carbon:	0.04	0.35, max	0.35, max	% mass	D524
Ash:	<0.001	0.01	0.01	% mass	D482
Kinematic Viscosity at 40 °C:	3.2	1.9 – 4.1	1.9 – 4.1	mm <sup>2</sup> /sec	D445
Copper Corrosion (3 hrs at 50 °C):	1a	No. 3	No. 1b	N/A	D130
Distillation Temperature, at 90%:	301	282 – 338	282 – 338	°C	D86
Cetane Index:	96	40, min	65, min	N/A	D4737, Procedure A



- 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: Suppliers are 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 50-mile radius of the City of Fort Worth, Texas city limits, to load two (2) City owned 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, autoignition temp. 220°C to (428 degrees F), explosive limits by % volume in air – lower 0.4/upper 8%
- 6.1.4 Boiling point – 380 degrees, specific gravity (H20=1) – 0.83 (AIP) 38.5, insoluble in water, vapor pressure @ 20 degrees C MMHG: N/AV, volatile by volume – 100%
- 6.1.5 Fungibles #2 - fuel oil distillate with a minimum cetane number of 48 and aromatics content (10%) max., maximum sulfur content of (<15ppm) or less.
- 6.1.6 Components: Petroleum distillates –100%, pour point improver <15 PPM.
- 6.1.7 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%
- 6.1.8 Boiling point – 325 to 700°F degrees, specific gravity 0.84 to 0.93 (H20=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, you must submit the specifications on the variance with this proposal for evaluation meeting and/or exceeding approved formulation.

**7.1 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
MERCAPTAN SULFUR, WT. %	MAX	D3227	0.003
SULFUR, TOTAL WT. %	MAX	D4294	0.3
DISTILLATION		D96	
10% RECOVERED F	MAX		400
50% RECOVERED F			REPORT
95% RECOVERED F			REPORT
END POINT	MAX		572
DISTILLATION RESIDUE, VOL%	MAX		1.5
DISTILLATION LOSS, VOL%	MAX		1.5
FLASH POINT, F		D58	104 MIN. °
GRAVITY, API @ 60 ° F	MAX	D4052	37-51
FREEZING POINT, C	MAX	D2346	40
VISCOSITY, -4 ° F CST	MAX	D445	8
NET HEAT OF COMBUSTION, BTU/LB.	MIN	D1406	18,400

COMBUSTION PROPERTIES:

ONE OF THE FOLLOWING REQUIREMENTS SHALL BE MET:

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

TERMAL STABILITY:

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

TERMAL STABILITY:

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

EXISTENT GUM MAX, MG/100ML	MAX	D391	7.0
----------------------------	-----	------	-----

WATER REACTION:

D1024

SEPARATION RATING

MAX

+2

INTERFACE RATING

MAX

18

ADDITIVES

APPEARANCE

F  
G

COLOR, SAYBOLT

MIN

D156

15

WSIM

MIN

D3948

85

CONDUCTIVITY (PS/M)

REPORT

## 7.2 Jet-A Aviation Turbine Fuel, Specification

### PHYSICAL PROPERTIES:

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

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

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

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

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

% SOLUBILITY IN WATER: Negligible

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

OCTANOL/WATER PARTITION COEFFICIENT: ND

PROPERTIES	ASTM	SPEC.'S	NOTES
------------	------	---------	-------

**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:

1. LUMINOMTER NO., OR	MIN	D1655	45	
2. SMOKE POINT, OR	MIN	D1655	25	
3. 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 (Clear, No Additives)	

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

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 Entity's aviation equipment or contaminate the fuel storage tanks.

**8.0 Information**

- 9.1 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.
- 9.3 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.

- 9.4 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).
- 9.7 The City reserves the right to add and/or delete delivery sites during the course of this agreement.
- 9.8 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.

#### 10.1 Delivery locations, City of Fort Worth

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.
2. Brennan Service Center 2500 Brennan Ave. Fort Worth, Texas 76106	(-1- ) 2,000 Gallon Diesel, AST	Monday through Friday 7:00a.m. To 7:30p.m.
3. Water Service Center 2201 W. Daggett St. 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 Tr. Fort Worth Texas, 76133	(-1- ) 12,000 Gallon Unleaded, AST (-2- ) 12,000 Gallon Diesel, AST (-1- ) 1000 Gallon Diesel, UST	Monday through Friday 7:00a.m. To 3:30a.m.
5. Southeast Service Center 301 Hillshire Drive Fort Worth Texas, 76052	(-1- ) 12,000 Gallon Unleaded, AST "Easy access – Any Truck " (-1- ) 12,000 Gallon Diesel, AST	Monday through Friday 7:00a.m. To 12:00 Noon
6. North Service Center 301 Hillshire Drive Fort Worth Texas, 76052	(-2- ) 20,000 Gallon Unleaded, UST "Easy access – Any Truck " (-2- ) 20,000 Gallon Diesel, UST	Monday through Friday 7:00a.m. To 12:00 Noon
7. Water Department, WWTP;	(-2- ) 3,000 Gallon Unl & Diesel, AST	Monday through



Friday 4500 Wilma Ln	(-1- ) 3,000 Gallon Unleaded, AST	8:00a.m. to 4:30p.m.
Fort Worth Texas, 76102	(-1- ) 3,000 G a l l o n Diesel, AST	(Village Creek – - Wastewater Plant)

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

SITE	LOCATION
1. Meacham Airport	4201 N. Main St. Suite 200, 76106
2. Spinks Airport	13725 Stone Road, Burleson TX 76028
3. PARD	Rolling Hills; Forestry, 2525 Joe B. Rushing, 76119
4. PARD	Lake Worth, 7500 Surfside Dr., 76135
5. PARD	Meadow Brook, 1815 Jensen Rd., 76112
6. PARD	Sycamore Creek, 401 MLK Fwy. 76104
7. PARD	Pecan Valley, 6400 Pecan Valley Rd., 76126
8. PARD	Rockwood, 1851 Jacksboro Hwy., 76114
9. PARD	Greenbriar, 5201 James, 76133
10. PARD	North District Serv. Cntr., 1700 Brennan, 76106
11. PARD	South East District Cntr. 2300Ave H., 76105
12. PARD	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 Rd., 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 Ave., 76106
25. Fire Station #12	120 N. W. 22 <sup>nd</sup> Street, 76106
26. Fire Station #13	5333 Lea Crest, 76135
27. Fire Station #14	2737 Meadowbrook, 76103
28. Fire Station #15	3100 Azle Ave., 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 Dr., 76109
34. Fire Station #22	4848 Wilbarger Street, 76119
35. Fire Station #23	3201 Portales, 76116
36. Fire Station #24	3101 Forest Ave., 76112
37. Fire Station #25	3801 N. Main, 76106
38. Fire Station #26	6124 S. Hulen Street, 76133
39. Fire Station #27	2940 Precinctline Road 76118., Hurst TX, 76053
40. Fire Station #28	1224 Everman Prkwy., 76140
41. Fire Station #29	6400 Westcreek, 76133
42. Fire Station #30	4416 S.W. Blvd., 76116
43. Fire Station #31	4209 Longstraw, 76137
44. Fire Station #32	10201 White Settlement Road, 76108

45. Fire Station #33	14650 Statler Blvd., 76155
46. Fire Station #34	14101 Sendera Ranch Blvd., Fort Worth/Haslet TX 76052
47. Fire Station #35	2251 Flight Line Rd. (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 Blvd., 76177
51. Fire Station #39	7555 Oakmont Blvd., 76132
52. Fire Station #40	8510 Spring Street, 76179
53. Fire Station #41	842 Blue Mound Road, Haslet TX 76052,
54. Fire Station #42	450 E. Rendon-Crowley Rd., 76028
55. Fire Station #44	4017 Falcon Way, 76106
56. Will Rogers Center	3300 Harley Street, 76107
57. City Convention Center	1111 Houston Street, 76102
58. Police Administration	350 W. Belknap Street, 76102
59. Police Auto Pound	2500 Brennan Avenue, 76106
60. Police Heliport	1400 Nixon Road, 76102
61. Police Heliport	310 Gulfstream Rd., 76106 (Located in Meacham Airport)

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

**12.0 NOTE:** Seller 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

**13.0** 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.

**14.0** Order Placement:

14.1 Orders will be placed by telephone, requesting;

14.1.1 Specific delivery dates and sites

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

14.2 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. An Emergency Phone Number will be provided to successful Supplier upon award of this fuel proposal.

14.3 Orders will be placed by telephone, requesting specific delivery dates and sites. A requisition 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 Number to be provided to successful Supplier).

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

- 14.4.1 Delivery ticket and City of Fort Worth purchase order number
- 14.4.2 Requisition number and specific delivery dates
- 14.4.3 Specifying delivery sites and time of delivery

**15.0 Invoices:**

- 15.1 All City of Fort Worth invoices for fuel sites in Section 10.0, Section 11.0 and any additional sites that may be added on an as needed basis will be sent to:

City of Fort Worth, Property Management  
Department Fleet Division Attention: Tech  
Service/Fuel Coordinator  
4100 Columbus Trail  
Fort Worth, Texas 76133

- 15.2 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.
- 15.3 Invoices must clearly indicate the Daily Net Rack Average for E85, Reformulated Gasoline (Premium, Midgrade, Regular), Jet-A Fuel, Red Dyed Diesel, Diesel #1, #2, Renewable Green Diesel 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.
- 15.4 Note: It is the sole responsibility of the awarded Supplier to maintain all licenses necessary to fulfill this agreement. Awarded Supplier will hold City of Fort Worth harmless of any copyright infringements or penalties.

- 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 will 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 Chapter 2252, a Texas governmental entity may not award a contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the following: (1) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or (2) the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed. In order to make this determination, please answer the following questions:

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

Petroleum Traders Corporation  
7120 Pointe Inverness Way PO Box 2357  
Fort Wayne, IN 46801-2357  
888-637-7661

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

Petroleum Traders Corporation  
7120 Pointe Inverness Way PO Box 2357  
Fort Wayne, IN 46801-2357  
888-637-7661

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

Petroleum Traders Corporation  
7120 Pointe Inverness Way PO Box 2357  
Fort Wayne, IN 46801-2357  
888-637-7661

- 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: Gayle Newton / Title: Gayle Newton, Contract Sales Manager

Company Name: Petroleum Traders Corporation

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

## **Section V – Insurance**

- 1.1 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.
- 1.2 Statutory Workers' Compensation Insurance and Employer's Liability Insurance at the following limits
  - 1.2.1 \$100,000 Each Accident
  - 1.2.2 \$500,000 Disease – Policy limit
  - 1.2.3 \$100,000 Disease – Each Employee
- 1.3 Commercial General Liability Insurance including Explosion, Collapse, and Underground Coverage shall be provided as follows:
  - 1.3.1 \$1,000,000 Each Occurrence
  - 1.3.2 \$2,000,000 Annual Aggregate
- 1.4 Auto Liability Insurance shall be provided as follows:
  - 1.4.1 \$250,000 Bodily Injury Per Person Each Accident
  - 1.4.2 \$250,000 Property Damage; or
  - 1.4.3 \$500,000 Combined Single Limit Each Accident
  - 1.4.4 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.
- 1.5 Environmental Impairment Liability (EIL) and/or Pollution Liability
  - 1.5.1 \$2,000,000 per occurrence
  - 1.5.2 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).
- 2.1 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).

### 3.1 ADDITIONAL INSURANCE INFORMATION

- 3.2 The City, its officers, employees and servants shall be endorsed as an additional insured on Vendor's insurance policies excepting employer's liability insurance coverage under Supplier's workers' compensation insurance policy.
- 3.3 Certificates of insurance shall be delivered to the Purchasing Department of the City of Fort Worth, 1000 Throckmorton Street, Fort Worth, TX 76102, prior to a purchase order being issued.
- 3.4 Any failure on part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements specified herein.
- 3.5 Each insurance policy shall be endorsed to provide the City a minimum thirty days' notice of cancellation, non-renewal, and/or material change in policy terms or coverage. A ten days' notice shall be acceptable in the event of non-payment of premium.
- 3.6 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.
- 3.7 Deductible limits, or self-funded retention limits, on each policy must not exceed \$10,000.00 per occurrence unless otherwise approved by the City.
- 3.8 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.
- 3.9 Workers' compensation insurance policy(s) covering employees of the Vendor shall be endorsed with a waiver of subrogation providing rights of recovery in favor of the City.
- 3.10 City shall not be responsible for the direct payment of insurance premium costs for Vendor's insurance.
- 3.11 Vendor'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.
- 3.12 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.



- 3.13 Vendor's liability shall not be limited to the specified amounts of insurance required herein.
- 3.14 Upon the request of City, Vendor shall provide complete copies of all insurance policies required by these contract documents.

Attachment A



**Requirements for National Cooperative Contract  
To be Administered by  
OMNIA Partners**

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

OMNIA Partners Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

OMNIA Partners Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

OMNIA Partners Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE  
PURCHASING AGREEMENT, EXAMPLE

OMNIA Partners Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE,  
EXAMPLE

OMNIA Partners Exhibit E – CONTRACT SALES REPORTING TEMPLATE

OMNIA Partners Exhibit F – FEDERAL FUNDS CERTIFICATIONS

OMNIA Partners Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

OMNIA Partners Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

**EXHIBIT A**  
**RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

---

**1.0 Scope of National Cooperative Contract**

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

**1.1 Requirement**

The City of Fort Worth, Texas (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Motor and Aviation Fuels and Related Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“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 OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, 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 is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners 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 OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, 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. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ 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 OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA

Partners to make the Master Agreement available to Participating Procurement Agencies.

## **1.2 Marketing, Sales and Administrative Support**

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales and administrative support for Supplier pursuant to this section 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 OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

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

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- 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 OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and 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 .01 per gallon or the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners

Administration Agreement (Exhibit B).

### **1.3 Estimated Volume**

The dollar volume purchased under the Master Agreement is estimated to be approximately \$30 Million annually. 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 OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

### **1.4 Award Basis**

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. 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 OMNIA Partners. 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 OMNIA Partners shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Contract if the purchase order is issued prior to the expiration of the Contract. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

### **1.5 Objectives of Cooperative Program**

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' 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 and Public Agencies need to conduct their own solicitation process;
- 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 OMNIA Partners 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 OMNIA Partners 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 the not-to-exceed pricing provided under 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, 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 OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits 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 RESPONSE**

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 OMNIA Partners.

#### **3.1 Company**

- A. Brief history and description of Supplier.
- B. Total number and location of sales persons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
- E. Submit FEIN and Dunn & Bradstreet report.
- F. Describe any green or environmental initiatives or policies.
- G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.
- H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. Felony Conviction Notice: Indicate if the supplier
  - a. is a publicly held corporation and this reporting requirement is not applicable;
  - b. is not owned or operated by anyone who has been convicted of a felony; or
  - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- L. Describe any debarment or suspension actions taken against supplier

#### **3.2 Distribution, Logistics**

- A. Describe the full line of products and services offered by supplier.
- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.



### 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 supplier's primary go to market strategy for Public Agencies to supplier's 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 Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners 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
  - ii. Announcement, contract details and contact information published on the Supplier's website within first 90 days
  - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
  - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, 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 OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
  - 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, promotions, etc.)
  - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
    - OMNIA Partners 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 OMNIA Partners' website including the online registration page;
  - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
  - ii. Best government pricing
  - iii. No cost to participate
  - iv. Non-exclusive
- F. Confirm Supplier will train 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 OMNIA Partners
  - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
  - ii. Marketing
  - iii. Sales
  - iv. Sales Support

- v. Financial Reporting
- vi. Accounts Payable
- vii. Contracts

- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- I. Explain in detail how Supplier 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, timely contract administration, etc.
- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe Supplier'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 OMNIA Partners, Public Sector Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ TBD.00 in year one  
 \$ TBD.00 in year two  
 \$ TBD.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

- M. Even though it is anticipated 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 for Products covered under the Master Agreement.
  - i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
  - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed 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 OMNIA Partners 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 (Contract Sales are not reported to OMNIA Partners).
- 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 Supplier's strategies under these options when responding to a solicitation.

**EXHIBIT B**  
**ADMINISTRATION AGREEMENT, EXAMPLE**

---



**ADMINISTRATION AGREEMENT**

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), and \_\_\_\_\_ ("Supplier").

**RECITALS**

**WHEREAS**, the \_\_\_\_\_ (the "Principal Procurement Agency") has entered into a Master Agreement effective \_\_\_\_\_, 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"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of \_\_\_\_\_ (the "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 (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners, Public Sector website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

**WHEREAS**, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners, Public Sector to Public Agencies;

**WHEREAS**, OMNIA Partners, Public Sector serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

**WHEREAS**, Principal Procurement Agency desires OMNIA Partners, Public Sector to proceed with administration of the Master Agreement; and

**WHEREAS**, OMNIA Partners, Public Sector and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners, Public Sector and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners, Public Sector 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 and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners, Public Sector shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, Public Sector, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners, Public Sector shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners, Public Sector solely in its capacity as the 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, OMNIA Partners, Public Sector shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product 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 for Product; and (iii) 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. OMNIA Partners, Public Sector 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.

6. OMNIA Partners, Public Sector shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners, Public Sector harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS, PUBLIC SECTOR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS, PUBLIC SECTOR' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS, PUBLIC SECTOR SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS, PUBLIC SECTOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **TERM OF AGREEMENT; TERMINATION**

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners, Public Sector in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. 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. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners, Public Sector shall have the right to terminate this Agreement, at OMNIA Partners, Public Sector's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

## **NATIONAL PROMOTION**

10. OMNIA Partners, Public Sector and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners, Public Sector program by either registering on the OMNIA Partners, Public Sector website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector)), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. 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.

11. Supplier shall provide such marketing and administrative support as 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 OMNIA Partners, Public Sector. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners, Public Sector or posts on the OMNIA Partners, Public Sector website. Supplier shall indemnify, defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners, Public Sector each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

## **ADMINISTRATIVE FEE, REPORTING & PAYMENT**

12. An "Administrative Fee" shall be defined and due to OMNIA Partners, Public Sector from Supplier in the amount of \_\_ percent (\_\_%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales").



From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners, Public Sector by the 10<sup>th</sup> day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein 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, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein 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, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, Public Sector, or its designee, in OMNIA Partners, Public Sector's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners, Public Sector receives such report. In addition, OMNIA Partners, Public Sector may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners, Public Sector at the location designated by OMNIA Partners, Public Sector. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners, Public Sector will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners, Public Sector's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners, Public Sector's costs and expenses related to such audit.

#### **GENERAL PROVISIONS**

16. 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. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners, Public Sector and Supplier, the provisions of this Agreement shall prevail.

17. 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.

18. This Agreement and OMNIA Partners, Public Sector' rights and obligations hereunder may be assigned at OMNIA Partners, Public Sector' sole discretion to an affiliate of OMNIA Partners, Public Sector, any purchaser of any or all or substantially all of the assets of OMNIA Partners, Public Sector, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners, Public Sector.

19. 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. OMNIA Partners, Public Sector:

OMNIA Partners, Public Sector  
Attn: President  
840 Crescent Centre Drive  
Suite 600  
Franklin, TN 37067

B. Supplier:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. 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, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, Public Sector, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

**[INSERT SUPPLIER ENTITY NAME]**

**OMNIA PARTNERS, PUBLIC SECTOR**

---

Signature

---

Signature

Sarah Vavra

---

Name

---

Name

Sr. Vice President, Public Sector  
Contracting

---

Title

---

Title

---

Date

---

Date

**EXHIBIT C**

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE**

---

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners, Public Sector**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners, Public Sector and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners, Public Sector website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector) or any successor website), or by executing a copy of this Agreement.

**RECITALS**

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties 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 federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

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

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency

is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other OMNIA Partners, Public Sector affiliates and subsidiaries; provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. 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 any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. 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, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners, Public Sector website or the execution of this Agreement by a Participating Public Agency, as applicable.

OMNIA PARTNERS, PUBLIC SECTOR

_____ Authorized Signature	_____ Signature
_____ Name	Sarah E. Vavra _____ Name
_____ Title and Agency Name	Sr. Vice President, Public Sector Contracting _____ Title
_____ Date	_____ Date

**EXHIBIT D**  
**OMNIA PARTNERS PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE**

---

**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as \_\_\_\_\_ of and on behalf of [NAME OF PPA] ("Principal Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached 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 OMNIA Partners, Public Sector.

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.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



[illegible]

**EXHIBIT F**  
**FEDERAL FUNDS CERTIFICATIONS**

---

**FEDERAL CERTIFICATIONS**  
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

---

**TO WHOM IT MAY CONCERN:**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

---

**DEFINITIONS**

**Contract** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
  - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
  - (2) An agreement that provides only:
    - (i) Direct United States Government cash assistance to an individual;
    - (ii) A subsidy;
    - (iii) A loan;
    - (iv) A loan guarantee; or
    - (v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non-Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non-Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

**Pass-through entity** means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

---

#### APPENDIX II TO 2 CFR PART 200

---

**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES \_\_\_\_\_ GN \_\_\_\_\_ Initials of Authorized Representative of offeror

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES \_\_\_\_\_ GN \_\_\_\_\_ Initials of Authorized Representative of offeror

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order**

11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES \_\_\_\_\_ GN \_\_\_\_\_ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES \_\_\_\_\_ GN \_\_\_\_\_ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES \_\_\_\_\_ GN \_\_\_\_\_ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES \_\_\_\_\_ GN \_\_\_\_\_ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—  
Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award

Requirements for National Cooperative Contract

to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES \_\_\_\_\_ GN \_\_\_\_\_ Initials of Authorized Representative of offeror

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES \_\_\_\_\_ GN \_\_\_\_\_ Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES \_\_\_\_\_ GN \_\_\_\_\_ Initials of Authorized Representative of offeror

---

#### RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

---

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES \_\_\_\_\_ GN \_\_\_\_\_ Initials of Authorized Representative of offeror

---

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

---

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES \_\_\_\_\_ GN \_\_\_\_\_ Initials of Authorized Representative of offeror

---

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

---

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES \_\_\_\_\_ GN \_\_\_\_\_ Initials of Authorized Representative of offeror

---

**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

---

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES \_\_\_\_\_ GN \_\_\_\_\_ Initials of Authorized Representative of offeror

---

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

---

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES \_\_\_\_\_ GN \_\_\_\_\_ Initials of Authorized Representative of offeror

---

**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

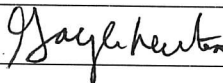
Offeror's Name: \_\_\_\_\_ Petroleum Traders Corporation

Address, City, State, and Zip Code: \_\_\_\_\_ 7120 Pointe Inverness Way PO BOX 2357 Fort Wayne, IN 46801-2357

Phone Number: \_\_\_\_\_ 888-637-7661 Fax Number: \_\_\_\_\_ 260-203-3820

Printed Name and Title of Authorized Representative: \_\_\_\_\_ Gayle Newton, Contract Sales Manager

Email Address: \_\_\_\_\_ gnewton@petroleumtraders.com

Signature of Authorized Representative: \_\_\_\_\_  Date: \_\_\_\_\_ 10/1/2019



**EXHIBIT G**  
**NEW JERSEY BUSINESS COMPLIANCE**

---

**NEW JERSEY BUSINESS COMPLIANCE**

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.



**OWNERSHIP DISCLOSURE FORM  
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** Petroleum Traders Corporation

**Street:** 7120 Pointe Inverness Way PO BOX 2357

**City, State, Zip Code:** Fort Wayne, IN 46801-2357

**Complete as appropriate:**

*I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.*

**OR:**

*I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.*

**OR:**

*I \_\_\_\_\_ Gayle Newton \_\_\_\_\_, an authorized representative of \_\_\_\_\_ Petroleum Traders Corporation \_\_\_\_\_, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.*

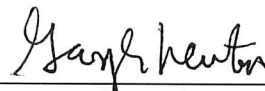
**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

<b>Name</b>	<b>Address</b>	<b>Interest</b>
Michael Himes	7120 Pointe Inverness Way PO BOX 2357	100%
	Fort Wayne, IN 46801-2357	

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

10/1/2019

**Date**



**Authorized Signature and Title**

Gayle Newton, Contract Sales Manager

## NON-COLLUSION AFFIDAVIT

Company Name: Petroleum Traders CorporationStreet: 7120 Pointe Inverness Way PO BOX 2357City, State, Zip Code: Fort Wayne, IN 46801-2357State of IndianaCounty of AllenI, Gayle Newton of the Fort Wayne  
Name Cityin the County of Allen, State of Indiana  
of full age, being duly sworn according to law on my oath depose and say that:I am the Contract Sales Manager of the firm of Petroleum Traders Corporation  
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Petroleum Traders Corporation  
Company Name

Gayle Newton  
Authorized Signature & Title  
Gayle Newton, Contract Sales Manager

Subscribed and sworn before me

this 1st day of October, 20 19

[Signature]  
Notary Public of Allen County  
My commission expires 6/26/20 19



SEAL

**AFFIRMATIVE ACTION AFFIDAVIT  
(P.L. 1975, C.127)**

**Company Name:** Petroleum Traders Corporation  
**Street:** 7120 Pointe Inverness Way PO BOX 2357  
**City, State, Zip Code:** Fort Wayne, IN 46801-2357

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval  
  
OR
2. A photo copy of their Certificate of Employee Information Report  
  
OR
3. A complete Affirmative Action Employee Information Report (AA302)

**Public Work – Over \$50,000 Total Project Cost:**

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan – certificate enclosed

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

10/1/2019

**Date**

  
**Authorized Signature and Title** Gayle Newton,  
Contract Sales Manager

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

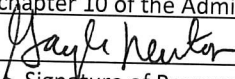
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent  
Gayle Newton, Contract Sales Manager

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor** and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

**Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”



**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM  
THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-  
BASED, CUSTOMIZABLE FORM.**



**STOCKHOLDER DISCLOSURE CERTIFICATION****Name of Business:**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

Partnership



Corporation



Sole Proprietorship



Limited Partnership



Limited Liability Corporation



Limited Liability Partnership

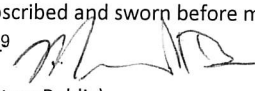
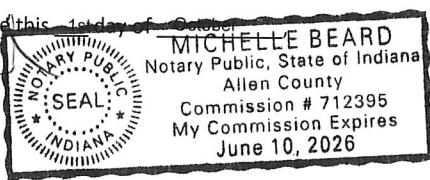
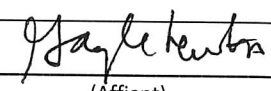


Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

**Stockholders:**

Name: Michael Himes	Name:
Home Address: 7120 Pointe Inverness Way PO BOX 2357 Fort Wayne, IN 46801-2357	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>1st</u> day of <u>October</u> , 20 <u>19</u>  (Notary Public) Michelle Beard My Commission expires: 6/26/2026		 (Affiant) Gayle Newton, Contract Sales Manager (Print name & title of affiant) (Corporate Seal)
--	---	---

**Certification of Non-Involvement in Prohibited Activities in Iran**

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

[http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\\_investmentact.pdf](http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf).

Offerors should submit the above form completed with their proposal.



STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION #: 190000037

VENDOR/BIDDER: Petroleum Traders Corporation

**PART 1**

**CERTIFICATION**

**VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive.** If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**CHECK THE APPROPRIATE BOX**



OR

A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.



B. I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2**

**PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below.

ENTITY NAME:

RELATIONSHIP TO VENDOR/BIDDER:

DESCRIPTION OF ACTIVITIES:

DURATION OF ENGAGEMENT:

ANTICIPATED CESSATION DATE:

VENDOR/BIDDER CONTACT NAME:

VENDOR/BIDDER CONTACT PHONE No.:

*Attach Additional Sheets If Necessary.*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.



Signature

10/1/2019

Date

Gayle Newton, Contract Sales Manager

Print Name and Title

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

See Attached Registration Certificate

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

PETROLEUM TRADERS CORPORATION

TRADE NAME:

ADDRESS:

7120 POINTE INVERNESS WAY  
FORT WAYNE IN 46804

EFFECTIVE DATE:

03/06/97

SEQUENCE NUMBER:

0092017

ISSUANCE DATE:

03/17/16

*James J. [Signature]*  
Director  
New Jersey Division of Revenue

## EXHIBIT H

### OMNIA PARTNERS ADVERTISING COMPLIANCE REQUIREMENT

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 OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

#### Nationwide:

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

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

#### Certain Public Agencies and Political Subdivisions:

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

BAKER CITY GOLF COURSE, OR  
CITY OF ADAIR VILLAGE, OR  
CITY OF ASHLAND, OR  
CITY OF AUMSVILLE, OR  
CITY OF AURORA, OR  
CITY OF BAKER, OR  
CITY OF BATON ROUGE, LA  
CITY OF BEAVERTON, OR  
CITY OF BEND, OR  
CITY OF BOARDMAN, OR  
CITY OF BONANAZA, OR  
CITY OF BOSSIER CITY, LA  
CITY OF BROOKINGS, OR  
CITY OF BURNS, OR  
CITY OF CANBY, OR  
CITY OF CANYONVILLE, OR  
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 DONALD, OR  
CITY OF EUGENE, OR  
CITY OF FOREST GROVE, OR  
CITY OF GOLD HILL, OR

CITY OF GRANTS PASS, OR  
CITY OF GRESHAM, OR  
CITY OF HILLSBORO, OR  
CITY OF INDEPENDENCE, OR  
CITY AND COUNTY OF HONOLULU, HI  
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 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 REEDSPORT, OR  
CITY OF RIDDLE, OR  
CITY OF ROGUE RIVER, 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 SILVERTON, OR  
 CITY OF SPRINGFIELD, OR  
 CITY OF ST. HELENS, OR  
 CITY OF ST. PAUL, OR  
 CITY OF SULPHUR, LA  
 CITY OF TIGARD, OR  
 CITY OF TROUTDALE, OR  
 CITY OF TUALATIN, OR  
 CITY OF WALKER, LA  
 CITY OF WARRENTON, OR  
 CITY OF WEST LINN, OR  
 CITY OF WILSONVILLE, OR  
 CITY OF WINSTON, OR  
 CITY OF WOODBURN, OR  
 LEAGUE OF OREGON CITES  
 THE CITY OF HAPPY VALLEY OREGON  
 ALPINE, UT  
 ALTA, UT  
 ALTAMONT, UT  
 ALTON, UT  
 AMALGA, UT  
 AMERICAN FORK CITY, UT  
 ANNABELLA, UT  
 ANTIMONY, UT  
 APPLE VALLEY, UT  
 AURORA, UT  
 BALLARD, UT  
 BEAR RIVER CITY, UT  
 BEAVER, UT  
 BICKNELL, UT  
 BIG WATER, UT  
 BLANDING, UT  
 BLUFFDALE, UT  
 BOULDER, UT  
 CITY OF BOUNTIFUL, UT  
 BRIAN HEAD, UT  
 BRIGHAM CITY CORPORATION, UT  
 BRYCE CANYON CITY, UT  
 CANNONVILLE, UT  
 CASTLE DALE, UT  
 CASTLE VALLEY, UT  
 CITY OF CEDAR CITY, UT  
 CEDAR FORT, UT  
 CITY OF CEDAR HILLS, UT  
 CENTERFIELD, UT  
 CENTERVILLE CITY CORPORATION, UT  
 CENTRAL VALLEY, UT  
 CHARLESTON, UT  
 CIRCLEVILLE, UT  
 CLARKSTON, UT  
 CLAWSON, UT  
 CLEARFIELD, UT  
 CLEVELAND, UT  
 CLINTON CITY CORPORATION, UT  
 COALVILLE, UT  
 CORINNE, UT

CORNISH, 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, 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  
 CITY OF HURRICANE, 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  
LAKETOWN, UT  
LA VERKIN, UT  
LAYTON, UT  
LEAMINGTON, UT  
LEEDS, UT  
LEHI CITY CORPORATION, UT  
LEVAN, UT  
LEWISTON, UT  
LONDON, 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  
CITY OF MONTICELLO, 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, UT  
PAROWAN, UT  
PAYSON, 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  
RIVERDALE, UT  
RIVER HEIGHTS, UT  
RIVERTON CITY, UT  
ROCKVILLE, UT  
ROCKY RIDGE, UT  
ROOSEVELT CITY CORPORATION, UT  
ROY, UT  
RUSH VALLEY, UT  
CITY OF ST. GEORGE, UT  
SALEM, UT  
SALINA, UT  
SALT LAKE CITY CORPORATION, UT  
SANDY, UT  
SANTA CLARA, UT  
SANTAQUIN, UT  
SARATOGA SPRINGS, UT  
SCIPIO, UT  
SCOFIELD, UT  
SIGURD, UT  
SMITHFIELD, UT  
SNOWVILLE, UT  
CITY OF SOUTH JORDAN, UT  
SOUTH OGDEN, UT  
CITY OF SOUTH SALT LAKE, 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  
CITY OF TAYLORSVILLE, UT  
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  
CADDO PARISH, LA  
CALCASIEU PARISH, LA  
CALCASIEU PARISH SHERIFF'S OFFICE, LA  
CITY AND COUNTY OF HONOLULU, HI  
CLACKAMAS COUNTY, OR  
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR  
CLATSOP COUNTY, OR  
COLUMBIA COUNTY, OR  
COOS COUNTY, OR  
COOS COUNTY HIGHWAY DEPARTMENT, OR  
COUNTY OF HAWAII, OR  
CROOK COUNTY, OR  
CROOK COUNTY ROAD DEPARTMENT, OR  
CURRY COUNTY, OR  
DESCHUTES COUNTY, OR  
DOUGLAS COUNTY, OR  
EAST BATON ROUGE PARISH, LA  
GILLIAM COUNTY, OR  
GRANT COUNTY, OR  
HARNEY COUNTY, OR  
HARNEY COUNTY SHERIFFS OFFICE, OR  
HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR  
LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
LAFAYETTE PARISH, LA  
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION  
LAFOURCHE PARISH, LA  
KAUAI COUNTY, HI  
KLAMATH COUNTY, OR  
LAKE COUNTY, OR

LANE COUNTY, OR  
LINCOLN COUNTY, OR  
LINN COUNTY, OR  
LIVINGSTON PARISH, LA  
MALHEUR COUNTY, OR  
MAUI COUNTY, HI  
MARION COUNTY, SALEM, OR  
MORROW COUNTY, OR  
MULTNOMAH COUNTY, OR  
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR  
MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK COUNTY, OR  
RAPIDES PARISH, LA  
SAINT CHARLES PARISH, LA  
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA  
SAINT LANDRY PARISH, LA  
SAINT TAMMANY PARISH, LA  
SHERMAN COUNTY, OR  
TERREBONNE PARISH, LA  
TILLAMOOK COUNTY, OR  
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
TILLAMOOK COUNTY GENERAL HOSPITAL, 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  
COUNTY OF BOX ELDER, UT  
COUNTY OF CACHE, UT  
COUNTY OF RICH, UT  
COUNTY OF WEBER, UT  
COUNTY OF MORGAN, UT  
COUNTY OF DAVIS, UT  
COUNTY OF SUMMIT, UT  
COUNTY OF DAGGETT, UT  
COUNTY OF SALT LAKE, UT  
COUNTY OF TOOELE, UT  
COUNTY OF UTAH, UT  
COUNTY OF WASATCH, UT  
COUNTY OF DUCHESNE, UT  
COUNTY OF UINTAH, UT  
COUNTY OF CARBON, UT  
COUNTY OF SANPETE, UT  
COUNTY OF JUAB, UT  
COUNTY OF MILLARD, UT  
COUNTY OF SEVIER, UT  
COUNTY OF EMERY, UT  
COUNTY OF GRAND, UT  
COUNTY OF BEVER, UT  
COUNTY OF PIUTE, UT  
COUNTY OF WAYNE, UT  
COUNTY OF SAN JUAN, UT  
COUNTY OF GARFIELD, UT  
COUNTY OF KANE, UT

COUNTY OF IRON, UT  
COUNTY OF WASHINGTON, UT

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

ADAIR R.F.P.D., OR  
ADEL WATER IMPROVEMENT DISTRICT, OR  
ADRIAN R.F.P.D., OR  
AGNESS COMMUNITY LIBRARY, OR  
AGNESS-ILLAHE R.F.P.D., OR  
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT,  
OR  
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR  
ALFALFA FIRE DISTRICT, OR  
ALSEA R.F.P.D., OR  
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR  
AMITY FIRE DISTRICT, OR  
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR  
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR  
APPEGATE VALLEY R.F.P.D. #9, OR  
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR  
ARCH CAPE SANITARY DISTRICT, OR  
ARNOLD IRRIGATION DISTRICT, OR  
ASH CREEK WATER CONTROL DISTRICT, OR  
ATHENA CEMETERY MAINTENANCE DISTRICT, OR  
AUMSVILLE R.F.P.D., OR  
AURORA R.F.P.D., OR  
AZALEA R.F.P.D., OR  
BADGER IMPROVEMENT DISTRICT, OR  
BAILEY-SPENCER R.F.P.D., OR  
BAKER COUNTY LIBRARY DISTRICT, OR  
BAKER R.F.P.D., OR  
BAKER RIVERTON ROAD DISTRICT, OR  
BAKER VALLEY IRRIGATION DISTRICT, OR  
BAKER VALLEY S.W.C.D., OR  
BAKER VALLEY VECTOR CONTROL DISTRICT, OR  
BANDON CRANBERRY WATER CONTROL DISTRICT, OR  
BANDON R.F.P.D., OR  
BANKS FIRE DISTRICT, OR  
BANKS FIRE DISTRICT #13, OR  
BAR L RANCH ROAD DISTRICT, OR  
BARLOW WATER IMPROVEMENT DISTRICT, OR  
BASIN AMBULANCE SERVICE DISTRICT, OR  
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR  
BATON ROUGE WATER COMPANY  
BAY AREA HEALTH DISTRICT, OR  
BAYSHORE SPECIAL ROAD DISTRICT, OR  
BEAR VALLEY SPECIAL ROAD DISTRICT, OR  
BEAVER CREEK WATER CONTROL DISTRICT, OR  
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR  
BEAVER SLOUGH DRAINAGE DISTRICT, OR  
BEAVER SPECIAL ROAD DISTRICT, OR  
BEAVER WATER DISTRICT, OR  
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR  
BEND METRO PARK AND RECREATION DISTRICT  
BENTON S.W.C.D., OR  
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR  
BEVERLY BEACH WATER DISTRICT, OR

BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA  
BIG BEND IRRIGATION DISTRICT, OR  
BIGGS SERVICE DISTRICT, OR  
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR  
BLACK BUTTE RANCH R.F.P.D., OR  
BLACK MOUNTAIN WATER DISTRICT, OR  
BLODGETT-SUMMIT R.F.P.D., OR  
BLUE MOUNTAIN HOSPITAL DISTRICT, OR  
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR  
BLUE RIVER PARK & RECREATION DISTRICT, OR  
BLUE RIVER WATER DISTRICT, OR  
BLY R.F.P.D., OR  
BLY VECTOR CONTROL DISTRICT, OR  
BLY WATER AND SANITARY DISTRICT, OR  
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR  
BOARDMAN PARK AND RECREATION DISTRICT  
BOARDMAN R.F.P.D., OR  
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR  
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR  
BONANZA R.F.P.D., OR  
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR  
BORING WATER DISTRICT #24, OR  
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR  
BRIDGE R.F.P.D., OR  
BROOKS COMMUNITY SERVICE DISTRICT, OR  
BROWNSVILLE R.F.P.D., OR  
BUELL-RED PRAIRIE WATER DISTRICT, OR  
BUNKER HILL R.F.P.D. #1, OR  
BUNKER HILL SANITARY DISTRICT, OR  
BURLINGTON WATER DISTRICT, OR  
BURNT RIVER IRRIGATION DISTRICT, OR  
BURNT RIVER S.W.C.D., OR  
CALAPOOIA R.F.P.D., OR  
CAMAS VALLEY R.F.P.D., OR  
CAMELLIA PARK SANITARY DISTRICT, OR  
CAMMANN ROAD DISTRICT, OR  
CAMP SHERMAN ROAD DISTRICT, OR  
CANBY AREA TRANSIT, OR  
CANBY R.F.P.D. #62, OR  
CANBY UTILITY BOARD, OR  
CANNON BEACH R.F.P.D., OR  
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR  
CAPE FERRELO R.F.P.D., OR  
CAPE FOULWEATHER SANITARY DISTRICT, OR  
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR  
CARMEL BEACH WATER DISTRICT, OR  
CASCADE VIEW ESTATES TRACT 2, OR  
CEDAR CREST SPECIAL ROAD DISTRICT, OR  
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR  
CEDAR VALLEY - NORTH BANK R.F.P.D., OR  
CENTRAL CASCADES FIRE AND EMS, OR  
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA  
CENTRAL LINCOLN P.U.D., OR  
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR  
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL  
CENTRAL OREGON IRRIGATION DISTRICT, OR  
CHAPARRAL WATER CONTROL DISTRICT, OR  
CHARLESTON FIRE DISTRICT, OR  
CHARLESTON SANITARY DISTRICT, OR  
CHARLOTTE ANN WATER DISTRICT, OR  
CHEHALEM PARK & RECREATION DISTRICT, OR

CHEHALEM PARK AND RECREATION DISTRICT  
CHEMUL T R.F.P.D., OR  
CHENOWITH WATER P.U.D., OR  
CHERRIOTS, OR  
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR  
CHILOQUIN VECTOR CONTROL DISTRICT, OR  
CHILOQUIN-AGENCY LAKE R.F.P.D., OR  
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR  
CHR DISTRICT IMPROVEMENT COMPANY, OR  
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR  
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR  
CHRISTMAS VALLEY R.F.P.D., OR  
CITY OF BOGALUSA SCHOOL BOARD, LA  
CLACKAMAS COUNTY FIRE DISTRICT #1, OR  
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR  
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR  
CLACKAMAS RIVER WATER  
CLACKAMAS RIVER WATER, OR  
CLACKAMAS S.W.C.D., OR  
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR  
CLATSKANIE LIBRARY DISTRICT, OR  
CLATSKANIE P.U.D., OR  
CLATSKANIE PARK & RECREATION DISTRICT, OR  
CLATSKANIE PEOPLE'S UTILITY DISTRICT  
CLATSKANIE R.F.P.D., OR  
CLATSOP CARE CENTER HEALTH DISTRICT, OR  
CLATSOP COUNTY S.W.C.D., OR  
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC.,  
OR  
CLEAN WATER SERVICES  
CLEAN WATER SERVICES, OR  
CLOVERDALE R.F.P.D., OR  
CLOVERDALE SANITARY DISTRICT, OR  
CLOVERDALE WATER DISTRICT, OR  
COALEDO DRAINAGE DISTRICT, OR  
COBURG FIRE DISTRICT, OR  
COLESTIN RURAL FIRE DISTRICT, OR  
COLTON R.F.P.D., OR  
COLTON WATER DISTRICT #11, OR  
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR  
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR  
COLUMBIA DRAINAGE VECTOR CONTROL, OR  
COLUMBIA IMPROVEMENT DISTRICT, OR  
COLUMBIA R.F.P.D., OR  
COLUMBIA RIVER FIRE & RESCUE, OR  
COLUMBIA RIVER PUD, OR  
COLUMBIA S.W.C.D., OR  
COLUMBIA S.W.C.D., OR  
CONFEDERATED TRIBES OF THE UMATILLA INDIAN  
RESERVATION  
COOS COUNTY AIRPORT DISTRICT, OR  
COOS COUNTY AIRPORT DISTRICT, OR  
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR  
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR  
COOS FOREST PROTECTIVE ASSOCIATION  
COOS S.W.C.D., OR  
COQUILLE R.F.P.D., OR  
COQUILLE VALLEY HOSPITAL DISTRICT, OR  
CORBETT WATER DISTRICT, OR  
CORNELIUS R.F.P.D., OR  
CORP RANCH ROAD WATER IMPROVEMENT, OR

CORVALLIS R.F.P.D., OR  
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR  
COUNTRY CLUB WATER DISTRICT, OR  
COUNTRY ESTATES ROAD DISTRICT, OR  
COVE CEMETERY MAINTENANCE DISTRICT, OR  
COVE ORCHARD SEWER SERVICE DISTRICT, OR  
COVE R.F.P.D., OR  
CRESCENT R.F.P.D., OR  
CRESCENT SANITARY DISTRICT, OR  
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT,  
OR  
CROOK COUNTY AGRICULTURE EXTENSION SERVICE  
DISTRICT, OR  
CROOK COUNTY CEMETERY DISTRICT, OR  
CROOK COUNTY FIRE AND RESCUE, OR  
CROOK COUNTY PARKS & RECREATION DISTRICT, OR  
CROOK COUNTY S.W.C.D., OR  
CROOK COUNTY VECTOR CONTROL DISTRICT, OR  
CROOKED RIVER RANCH R.F.P.D., OR  
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR  
CRYSTAL SPRINGS WATER DISTRICT, OR  
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR  
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR  
CURRY COUNTY S.W.C.D., OR  
CURRY HEALTH DISTRICT, OR  
CURRY PUBLIC LIBRARY DISTRICT, OR  
DALLAS CEMETERY DISTRICT #4, OR  
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR  
DAVID CROCKETT STEAM FIRE COMPANY #1, LA  
DAYS CREEK R.F.P.D., OR  
DAYTON FIRE DISTRICT, OR  
DEAN MINARD WATER DISTRICT, OR  
DEE IRRIGATION DISTRICT, OR  
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR  
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR  
DEPOE BAY R.F.P.D., OR  
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR  
DESCHUTES COUNTY R.F.P.D. #2, OR  
DESCHUTES PUBLIC LIBRARY DISTRICT, OR  
DESCHUTES S.W.C.D., OR  
DESCHUTES VALLEY WATER DISTRICT, OR  
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR  
DEXTER R.F.P.D., OR  
DEXTER SANITARY DISTRICT, OR  
DORA-SITKUM R.F.P.D., OR  
DOUGLAS COUNTY FIRE DISTRICT #2, OR  
DOUGLAS S.W.C.D., OR  
DRAKES CROSSING R.F.P.D., OR  
DRRH SPECIAL ROAD DISTRICT #6, OR  
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR  
DUFUR RECREATION DISTRICT, OR  
DUMBECK LANE DOMESTIC WATER SUPPLY, OR  
DUNDEE R.F.P.D., OR  
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT,  
OR  
EAGLE POINT IRRIGATION DISTRICT, OR  
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR  
EAGLE VALLEY R.F.P.D., OR  
EAGLE VALLEY S.W.C.D., OR  
EAST FORK IRRIGATION DISTRICT, OR  
EAST MULTNOMAH S.W.C.D., OR

EAST SALEM SERVICE DISTRICT, OR  
 EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR  
 EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR  
 EAST UMATILLA COUNTY R.F.P.D., OR  
 EAST VALLEY WATER DISTRICT, OR  
 ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR  
 ELGIN HEALTH DISTRICT, OR  
 ELGIN R.F.P.D., OR  
 ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR  
 ELKTON R.F.P.D., OR  
 EMERALD P.U.D., OR  
 ENTERPRISE IRRIGATION DISTRICT, OR  
 ESTACADA CEMETERY MAINTENANCE DISTRICT, OR  
 ESTACADA R.F.P.D. #69, OR  
 EUGENE R.F.P.D. # 1, OR  
 EUGENE WATER AND ELECTRIC BOARD  
 EVANS VALLEY FIRE DISTRICT #6, OR  
 FAIR OAKS R.F.P.D., OR  
 FAIRVIEW R.F.P.D., OR  
 FAIRVIEW WATER DISTRICT, OR  
 FALCON HEIGHTS WATER AND SEWER, OR  
 FALCON-COVE BEACH WATER DISTRICT, OR  
 FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR  
 FARGO INTERCHANGE SERVICE DISTRICT, OR  
 FARMERS IRRIGATION DISTRICT, OR  
 FAT ELK DRAINAGE DISTRICT, OR  
 FERN RIDGE PUBLIC LIBRARY DISTRICT, OR  
 FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR  
 FOR FAR ROAD DISTRICT, OR  
 FOREST GROVE R.F.P.D., OR  
 FOREST VIEW SPECIAL ROAD DISTRICT, OR  
 FORT ROCK-SILVER LAKE S.W.C.D., OR  
 FOUR RIVERS VECTOR CONTROL DISTRICT, OR  
 FOX CEMETERY MAINTENANCE DISTRICT, OR  
 GARDINER R.F.P.D., OR  
 GARDINER SANITARY DISTRICT, OR  
 GARIBALDI R.F.P.D., OR  
 GASTON R.F.P.D., OR  
 GATES R.F.P.D., OR  
 GEARHART R.F.P.D., OR  
 GILLIAM S.W.C.D., OR  
 GLENDALE AMBULANCE DISTRICT, OR  
 GLENDALE R.F.P.D., OR  
 GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR  
 GLENEDEN SANITARY DISTRICT, OR  
 GLENWOOD WATER DISTRICT, OR  
 GLIDE - IDLEYLD SANITARY DISTRICT, OR  
 GLIDE R.F.P.D., OR  
 GOLD BEACH - WEDDERBURN R.F.P.D., OR  
 GOLD HILL IRRIGATION DISTRICT, OR  
 GOLDFINCH ROAD DISTRICT, OR  
 GOSHEN R.F.P.D., OR  
 GOVERNMENT CAMP ROAD DISTRICT, OR  
 GOVERNMENT CAMP SANITARY DISTRICT, OR  
 GRAND PRAIRIE WATER CONTROL DISTRICT, OR  
 GRAND RONDE SANITARY DISTRICT, OR  
 GRANT COUNTY TRANSPORTATION DISTRICT, OR  
 GRANT S.W.C.D., OR  
 GRANTS PASS IRRIGATION DISTRICT, OR  
 GREATER BOWEN VALLEY R.F.P.D., OR

GREATER ST. HELENS PARK & RECREATION DISTRICT, OR  
 GREATER TOLEDO POOL RECREATION DISTRICT, OR  
 GREEN KNOLLS SPECIAL ROAD DISTRICT, OR  
 GREEN SANITARY DISTRICT, OR  
 GREENACRES R.F.P.D., OR  
 GREENBERRY IRRIGATION DISTRICT, OR  
 GREENSPRINGS RURAL FIRE DISTRICT, OR  
 HAHLEN ROAD SPECIAL DISTRICT, OR  
 HAINES CEMETERY MAINTENANCE DISTRICT, OR  
 HAINES FIRE PROTECTION DISTRICT, OR  
 HALSEY-SHEDD R.F.P.D., OR  
 HAMLET R.F.P.D., OR  
 HARBOR R.F.P.D., OR  
 HARBOR SANITARY DISTRICT, OR  
 HARBOR WATER P.U.D., OR  
 HARNEY COUNTY HEALTH DISTRICT, OR  
 HARNEY S.W.C.D., OR  
 HARPER SOUTH SIDE IRRIGATION DISTRICT, OR  
 HARRISBURG FIRE AND RESCUE, OR  
 HAUSER R.F.P.D., OR  
 HAZELDELL RURAL FIRE DISTRICT, OR  
 HEBO JOINT WATER-SANITARY AUTHORITY, OR  
 HECETA WATER P.U.D., OR  
 HELIX CEMETERY MAINTENANCE DISTRICT #4, OR  
 HELIX PARK & RECREATION DISTRICT, OR  
 HELIX R.F.P.D. #7-411, OR  
 HEPPNER CEMETERY MAINTENANCE DISTRICT, OR  
 HEPPNER R.F.P.D., OR  
 HEPPNER WATER CONTROL DISTRICT, OR  
 HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR  
 HERMISTON CEMETERY DISTRICT, OR  
 HERMISTON IRRIGATION DISTRICT, OR  
 HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR  
 HIGH DESERT PARK & RECREATION DISTRICT, OR  
 HIGHLAND SUBDIVISION WATER DISTRICT, OR  
 HONOLULU INTERNATIONAL AIRPORT  
 HOOD RIVER COUNTY LIBRARY DISTRICT, OR  
 HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR  
 HOOD RIVER S.W.C.D., OR  
 HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR  
 HOODLAND FIRE DISTRICT #74  
 HOODLAND FIRE DISTRICT #74, OR  
 HORSEFLY IRRIGATION DISTRICT, OR  
 HOSKINS-KINGS VALLEY R.F.P.D., OR  
 HOUSING AUTHORITY OF PORTLAND  
 HUBBARD R.F.P.D., OR  
 HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR  
 I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR  
 ICE FOUNTAIN WATER DISTRICT, OR  
 IDAHO POINT SPECIAL ROAD DISTRICT, OR  
 IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR  
 ILLINOIS VALLEY FIRE DISTRICT  
 ILLINOIS VALLEY R.F.P.D., OR  
 ILLINOIS VALLEY S.W.C.D., OR  
 IMBLER R.F.P.D., OR  
 INTERLACHEN WATER P.U.D., OR  
 IONE LIBRARY DISTRICT, OR  
 IONE R.F.P.D. #6-604, OR  
 IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR

IRONSIDE RURAL ROAD DISTRICT #5, OR  
 IRRIGON PARK & RECREATION DISTRICT, OR  
 IRRIGON R.F.P.D., OR  
 ISLAND CITY AREA SANITATION DISTRICT, OR  
 ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR  
 JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR  
 JACKSON COUNTY FIRE DISTRICT #3, OR  
 JACKSON COUNTY FIRE DISTRICT #4, OR  
 JACKSON COUNTY FIRE DISTRICT #5, OR  
 JACKSON COUNTY LIBRARY DISTRICT, OR  
 JACKSON COUNTY VECTOR CONTROL DISTRICT, OR  
 JACKSON S.W.C.D., OR  
 JASPER KNOLLS WATER DISTRICT, OR  
 JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR  
 JEFFERSON COUNTY FIRE DISTRICT #1, OR  
 JEFFERSON COUNTY LIBRARY DISTRICT, OR  
 JEFFERSON COUNTY S.W.C.D., OR  
 JEFFERSON PARK & RECREATION DISTRICT, OR  
 JEFFERSON R.F.P.D., OR  
 JOB'S DRAINAGE DISTRICT, OR  
 JOHN DAY WATER DISTRICT, OR  
 JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR  
 JOHN DAY-FERNHILL R.F.P.D. #5-108, OR  
 JORDAN VALLEY CEMETERY DISTRICT, OR  
 JORDAN VALLEY IRRIGATION DISTRICT, OR  
 JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR  
 JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR  
 JOSEPHINE COUNTY 911 AGENCY, OR  
 JUNCTION CITY R.F.P.D., OR  
 JUNCTION CITY WATER CONTROL DISTRICT, OR  
 JUNIPER BUTTE ROAD DISTRICT, OR  
 JUNIPER CANYON WATER CONTROL DISTRICT, OR  
 JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR  
 JUNIPER FLAT R.F.P.D., OR  
 JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR  
 KEATING R.F.P.D., OR  
 KEATING S.W.C.D., OR  
 KEIZER R.F.P.D., OR  
 KELLOGG RURAL FIRE DISTRICT, OR  
 KENO IRRIGATION DISTRICT, OR  
 KENO PINES ROAD DISTRICT, OR  
 KENO R.F.P.D., OR  
 KENT WATER DISTRICT, OR  
 KERBY WATER DISTRICT, OR  
 K-GB-LB WATER DISTRICT, OR  
 KILCHIS WATER DISTRICT, OR  
 KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR  
 KLAMATH BASIN IMPROVEMENT DISTRICT, OR  
 KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR  
 KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR  
 KLAMATH COUNTY FIRE DISTRICT #1, OR  
 KLAMATH COUNTY FIRE DISTRICT #3, OR  
 KLAMATH COUNTY FIRE DISTRICT #4, OR  
 KLAMATH COUNTY FIRE DISTRICT #5, OR  
 KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR  
 KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR  
 KLAMATH DRAINAGE DISTRICT, OR  
 KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR

KLAMATH INTEROPERABILITY RADIO GROUP, OR  
 KLAMATH IRRIGATION DISTRICT, OR  
 KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR  
 KLAMATH S.W.C.D., OR  
 KLAMATH VECTOR CONTROL DISTRICT, OR  
 KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR  
 LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR  
 LA GRANDE R.F.P.D., OR  
 LA PINE PARK & RECREATION DISTRICT, OR  
 LA PINE R.F.P.D., OR  
 LABISH VILLAGE SEWAGE & DRAINAGE, OR  
 LACOMB IRRIGATION DISTRICT, OR  
 LAFAYETTE AIRPORT COMMISSION, LA  
 LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3  
 LAIDLAW WATER DISTRICT, OR  
 LAKE CHINOOK FIRE & RESCUE, OR  
 LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR  
 LAKE COUNTY LIBRARY DISTRICT, OR  
 LAKE CREEK R.F.P.D. - JACKSON, OR  
 LAKE CREEK R.F.P.D. - LANE COUNTY, OR  
 LAKE DISTRICT HOSPITAL, OR  
 LAKE GROVE R.F.P.D. NO. 57, OR  
 LAKE GROVE WATER DISTRICT, OR  
 LAKE LABISH WATER CONTROL DISTRICT, OR  
 LAKE POINT SPECIAL ROAD DISTRICT, OR  
 LAKESIDE R.F.P.D. #4, OR  
 LAKESIDE WATER DISTRICT, OR  
 LAKEVIEW R.F.P.D., OR  
 LAKEVIEW S.W.C.D., OR  
 LAMONTAI IMPROVEMENT DISTRICT, OR  
 LANE FIRE AUTHORITY, OR  
 LANE LIBRARY DISTRICT, OR  
 LANE TRANSIT DISTRICT, OR  
 LANGELL VALLEY IRRIGATION DISTRICT, OR  
 LANGLOIS PUBLIC LIBRARY, OR  
 LANGLOIS R.F.P.D., OR  
 LANGLOIS WATER DISTRICT, OR  
 LAZY RIVER SPECIAL ROAD DISTRICT, OR  
 LEBANON AQUATIC DISTRICT, OR  
 LEBANON R.F.P.D., OR  
 LEWIS & CLARK R.F.P.D., OR  
 LINCOLN COUNTY LIBRARY DISTRICT, OR  
 LINCOLN S.W.C.D., OR  
 LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR  
 LINN S.W.C.D., OR  
 LITTLE MUDDY CREEK WATER CONTROL, OR  
 LITTLE NESTUCCA DRAINAGE DISTRICT, OR  
 LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR  
 LONE PINE IRRIGATION DISTRICT, OR  
 LONG PRAIRIE WATER DISTRICT, OR  
 LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR  
 LOOKINGGLASS RURAL FIRE DISTRICT, OR  
 LORANE R.F.P.D., OR  
 LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR  
 LOST CREEK PARK SPECIAL ROAD DISTRICT, OR  
 LOUISIANA PUBLIC SERVICE COMMISSION, LA  
 LOUISIANA WATER WORKS  
 LOWELL R.F.P.D., OR  
 LOWER MCKAY CREEK R.F.P.D., OR  
 LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR  
 LOWER POWDER RIVER IRRIGATION DISTRICT, OR

LOWER SILETZ WATER DISTRICT, OR  
 LOWER UMPQUA HOSPITAL DISTRICT, OR  
 LOWER UMPQUA PARK & RECREATION DISTRICT, OR  
 LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR  
 LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR  
 LUSTED WATER DISTRICT, OR  
 LYONS R.F.P.D., OR  
 LYONS-MEHAMA WATER DISTRICT, OR  
 MADRAS AQUATIC CENTER DISTRICT, OR  
 MAKAI SPECIAL ROAD DISTRICT, OR  
 MALHEUR COUNTY S.W.C.D., OR  
 MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR  
 MALHEUR DISTRICT IMPROVEMENT COMPANY, OR  
 MALHEUR DRAINAGE DISTRICT, OR  
 MALHEUR MEMORIAL HEALTH DISTRICT, OR  
 MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT,  
 OR  
 MALIN COMMUNITY PARK & RECREATION DISTRICT, OR  
 MALIN IRRIGATION DISTRICT, OR  
 MALIN R.F.P.D., OR  
 MAPLETON FIRE DEPARTMENT, OR  
 MAPLETON WATER DISTRICT, OR  
 MARCOLA WATER DISTRICT, OR  
 MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR  
 MARION COUNTY FIRE DISTRICT #1, OR  
 MARION JACK IMPROVEMENT DISTRICT, OR  
 MARION S.W.C.D., OR  
 MARY'S RIVER ESTATES ROAD DISTRICT, OR  
 MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR  
 MCKAY ACRES IMPROVEMENT DISTRICT, OR  
 MCKAY DAM R.F.P.D. # 7-410, OR  
 MCKENZIE FIRE & RESCUE, OR  
 MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR  
 MCMINNVILLE R.F.P.D., OR  
 MCNULTY WATER P.U.D., OR  
 MEADOWS DRAINAGE DISTRICT, OR  
 MEDFORD IRRIGATION DISTRICT, OR  
 MEDFORD R.F.P.D. #2, OR  
 MEDFORD WATER COMMISSION  
 MEDICAL SPRINGS R.F.P.D., OR  
 MELHEUR COUNTY JAIL, OR  
 MERLIN COMMUNITY PARK DISTRICT, OR  
 MERRILL CEMETERY MAINTENANCE DISTRICT, OR  
 MERRILL PARK DISTRICT, OR  
 MERRILL R.F.P.D., OR  
 METRO REGIONAL GOVERNMENT  
 METRO REGIONAL PARKS  
 METROPOLITAN EXPOSITION RECREATION COMMISSION  
 METROPOLITAN SERVICE DISTRICT (METRO)  
 MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR  
 MID-COLUMBIA FIRE AND RESCUE, OR  
 MIDDLE FORK IRRIGATION DISTRICT, OR  
 MIDLAND COMMUNITY PARK, OR  
 MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR  
 MILES CROSSING SANITARY SEWER DISTRICT, OR  
 MILL CITY R.F.P.D. #2-303, OR  
 MILL FOUR DRAINAGE DISTRICT, OR  
 MILLICOMA RIVER PARK & RECREATION DISTRICT, OR  
 MILLINGTON R.F.P.D. #5, OR  
 MILO VOLUNTEER FIRE DEPARTMENT, OR  
 MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH

DISTRICT, OR  
 MILTON-FREEWATER WATER CONTROL DISTRICT, OR  
 MIROCO SPECIAL ROAD DISTRICT, OR  
 MIST-BIRKENFELD R.F.P.D., OR  
 MODOC POINT IRRIGATION DISTRICT, OR  
 MODOC POINT SANITARY DISTRICT, OR  
 MOHAWK VALLEY R.F.P.D., OR  
 MOLALLA AQUATIC DISTRICT, OR  
 MOLALLA R.F.P.D. #73, OR  
 MONITOR R.F.P.D., OR  
 MONROE R.F.P.D., OR  
 MONUMENT CEMETERY MAINTENANCE DISTRICT, OR  
 MONUMENT S.W.C.D., OR  
 MOOREA DRIVE SPECIAL ROAD DISTRICT, OR  
 MORO R.F.P.D., OR  
 MORROW COUNTY HEALTH DISTRICT, OR  
 MORROW COUNTY UNIFIED RECREATION DISTRICT, OR  
 MORROW S.W.C.D., OR  
 MOSIER FIRE DISTRICT, OR  
 MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR  
 MT. ANGEL R.F.P.D., OR  
 MT. HOOD IRRIGATION DISTRICT, OR  
 MT. LAKE CEMETERY DISTRICT, OR  
 MT. VERNON R.F.P.D., OR  
 MULINO WATER DISTRICT #1, OR  
 MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR  
 MULTNOMAH COUNTY R.F.P.D. #10, OR  
 MULTNOMAH COUNTY R.F.P.D. #14, OR  
 MULTNOMAH EDUCATION SERVICE DISTRICT  
 MYRTLE CREEK R.F.P.D., OR  
 NEAH-KAH-NIE WATER DISTRICT, OR  
 NEDONNA R.F.P.D., OR  
 NEHALEM BAY FIRE AND RESCUE, OR  
 NEHALEM BAY HEALTH DISTRICT, OR  
 NEHALEM BAY WASTEWATER AGENCY, OR  
 NESIKA BEACH-OPHIR WATER DISTRICT, OR  
 NESKOWIN REGIONAL SANITARY AUTHORITY, OR  
 NESKOWIN REGIONAL WATER DISTRICT, OR  
 NESTUCCA R.F.P.D., OR  
 NETARTS WATER DISTRICT, OR  
 NETARTS-OCEANSIDE R.F.P.D., OR  
 NETARTS-OCEANSIDE SANITARY DISTRICT, OR  
 NEW BRIDGE WATER SUPPLY DISTRICT, OR  
 NEW CARLTON FIRE DISTRICT, OR  
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA  
 NEW PINE CREEK R.F.P.D., OR  
 NEWBERG R.F.P.D., OR  
 NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR  
 NEWPORT R.F.P.D., OR  
 NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY,  
 OR  
 NORTH ALBANY R.F.P.D., OR  
 NORTH BAY R.F.P.D. #9, OR  
 NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR  
 NORTH COUNTY RECREATION DISTRICT, OR  
 NORTH DOUGLAS COUNTY FIRE & EMS, OR  
 NORTH DOUGLAS PARK & RECREATION DISTRICT, OR  
 NORTH GILLIAM COUNTY HEALTH DISTRICT, OR  
 NORTH GILLIAM COUNTY R.F.P.D., OR  
 NORTH LAKE HEALTH DISTRICT, OR  
 NORTH LEBANON WATER CONTROL DISTRICT, OR



NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR  
 NORTH LINCOLN HEALTH DISTRICT, OR  
 NORTH MORROW VECTOR CONTROL DISTRICT, OR  
 NORTH SHERMAN COUNTY R.F.P.D., OR  
 NORTH UNIT IRRIGATION DISTRICT, OR  
 NORTHEAST OREGON HOUSING AUTHORITY, OR  
 NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR  
 NORTHERN WASCO COUNTY P.U.D., OR  
 NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT,  
 OR  
 NYE DITCH USERS DISTRICT IMPROVEMENT, OR  
 NYSSA ROAD ASSESSMENT DISTRICT #2, OR  
 NYSSA RURAL FIRE DISTRICT, OR  
 NYSSA-ARCADIA DRAINAGE DISTRICT, OR  
 OAK LODGE WATER SERVICES, OR  
 OAKLAND R.F.P.D., OR  
 OAKVILLE COMMUNITY CENTER, OR  
 OCEANSIDE WATER DISTRICT, OR  
 OCHOCO IRRIGATION DISTRICT, OR  
 OCHOCO WEST WATER AND SANITARY AUTHORITY, OR  
 ODELL SANITARY DISTRICT, OR  
 OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR  
 OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR  
 ONTARIO LIBRARY DISTRICT, OR  
 ONTARIO R.F.P.D., OR  
 OPHIR R.F.P.D., OR  
 OREGON COAST COMMUNITY ACTION  
 OREGON HOUSING AND COMMUNITY SERVICES  
 OREGON INTERNATIONAL PORT OF COOS BAY, OR  
 OREGON LEGISLATIVE ADMINISTRATION  
 OREGON OUTBACK R.F.P.D., OR  
 OREGON POINT, OR  
 OREGON TRAIL LIBRARY DISTRICT, OR  
 OTTER ROCK WATER DISTRICT, OR  
 OWW UNIT #2 SANITARY DISTRICT, OR  
 OWYHEE CEMETERY MAINTENANCE DISTRICT, OR  
 OWYHEE IRRIGATION DISTRICT, OR  
 PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR  
 PACIFIC COMMUNITIES HEALTH DISTRICT, OR  
 PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR  
 PALATINE HILL WATER DISTRICT, OR  
 PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY,  
 OR  
 PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR  
 PANTHER CREEK ROAD DISTRICT, OR  
 PANTHER CREEK WATER DISTRICT, OR  
 PARKDALE R.F.P.D., OR  
 PARKDALE SANITARY DISTRICT, OR  
 PENINSULA DRAINAGE DISTRICT #1, OR  
 PENINSULA DRAINAGE DISTRICT #2, OR  
 PHILOMATH FIRE AND RESCUE, OR  
 PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR  
 PILOT ROCK PARK & RECREATION DISTRICT, OR  
 PILOT ROCK R.F.P.D., OR  
 PINE EAGLE HEALTH DISTRICT, OR  
 PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR  
 PINE GROVE IRRIGATION DISTRICT, OR  
 PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR  
 PINE GROVE WATER DISTRICT-MAUPIN, OR  
 PINE VALLEY CEMETERY DISTRICT, OR  
 PINE VALLEY R.F.P.D., OR

PINWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR  
 PIONEER DISTRICT IMPROVEMENT COMPANY, OR  
 PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR  
 PISTOL RIVER FIRE DISTRICT, OR  
 PLEASANT HILL R.F.P.D., OR  
 PLEASANT HOME WATER DISTRICT, OR  
 POCAHONTAS MINING AND IRRIGATION DISTRICT, OR  
 POE VALLEY IMPROVEMENT DISTRICT, OR  
 POE VALLEY PARK & RECREATION DISTRICT, OR  
 POE VALLEY VECTOR CONTROL DISTRICT, OR  
 POLK COUNTY FIRE DISTRICT #1, OR  
 POLK S.W.C.D., OR  
 POMPADOUR WATER IMPROVEMENT DISTRICT, OR  
 PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR  
 PORT OF ALSEA, OR  
 PORT OF ARLINGTON, OR  
 PORT OF ASTORIA, OR  
 PORT OF BANDON, OR  
 PORT OF BRANDON, OR  
 PORT OF BROOKINGS HARBOR, OR  
 PORT OF CASCADE LOCKS, OR  
 PORT OF COQUILLE RIVER, OR  
 PORT OF GARIBALDI, OR  
 PORT OF GOLD BEACH, OR  
 PORT OF HOOD RIVER, OR  
 PORT OF MORGAN CITY, LA  
 PORT OF MORROW, OR  
 PORT OF NEHALEM, OR  
 PORT OF NEWPORT, OR  
 PORT OF PORT ORFORD, OR  
 PORT OF PORTLAND, OR  
 PORT OF SIUSLAW, OR  
 PORT OF ST. HELENS, OR  
 PORT OF THE DALLES, OR  
 PORT OF TILLAMOOK BAY, OR  
 PORT OF TOLEDO, OR  
 PORT OF UMATILLA, OR  
 PORT OF UMPQUA, OR  
 PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR  
 PORT ORFORD PUBLIC LIBRARY DISTRICT, OR  
 PORT ORFORD R.F.P.D., OR  
 PORTLAND DEVELOPMENT COMMISSION, OR  
 PORTLAND FIRE AND RESCUE  
 PORTLAND HOUSING CENTER, OR  
 POWDER R.F.P.D., OR  
 POWDER RIVER R.F.P.D., OR  
 POWDER VALLEY WATER CONTROL DISTRICT, OR  
 POWERS HEALTH DISTRICT, OR  
 PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR  
 PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR  
 PROSPECT R.F.P.D., OR  
 QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR  
 QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR  
 RAINBOW WATER DISTRICT, OR  
 RAINIER CEMETERY DISTRICT, OR  
 RAINIER DRAINAGE IMPROVEMENT COMPANY, OR  
 RALEIGH WATER DISTRICT, OR  
 REDMOND AREA PARK & RECREATION DISTRICT, OR  
 REDMOND FIRE AND RESCUE, OR  
 RIDDLE FIRE PROTECTION DISTRICT, OR  
 RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR

RIDGEWOOD ROAD DISTRICT, OR  
 RIETH SANITARY DISTRICT, OR  
 RIETH WATER DISTRICT, OR  
 RIMROCK WEST IMPROVEMENT DISTRICT, OR  
 RINK CREEK WATER DISTRICT, OR  
 RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR  
 RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR  
 RIVER MEADOWS IMPROVEMENT DISTRICT, OR  
 RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR  
 RIVER ROAD PARK & RECREATION DISTRICT, OR  
 RIVER ROAD WATER DISTRICT, OR  
 RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT,  
 OR  
 RIVERDALE R.F.P.D. 11-JT, OR  
 RIVERGROVE WATER DISTRICT, OR  
 RIVERSIDE MISSION WATER CONTROL DISTRICT, OR  
 RIVERSIDE R.F.P.D. #7-406, OR  
 RIVERSIDE WATER DISTRICT, OR  
 ROBERTS CREEK WATER DISTRICT, OR  
 ROCK CREEK DISTRICT IMPROVEMENT, OR  
 ROCK CREEK WATER DISTRICT, OR  
 ROCKWOOD WATER P.U.D., OR  
 ROCKY POINT FIRE & EMS, OR  
 ROGUE RIVER R.F.P.D., OR  
 ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR  
 ROGUE VALLEY SEWER SERVICES, OR  
 ROGUE VALLEY SEWER, OR  
 ROGUE VALLEY TRANSPORTATION DISTRICT, OR  
 ROSEBURG URBAN SANITARY AUTHORITY, OR  
 ROSEWOOD ESTATES ROAD DISTRICT, OR  
 ROW RIVER VALLEY WATER DISTRICT, OR  
 RURAL ROAD ASSESSMENT DISTRICT #3, OR  
 RURAL ROAD ASSESSMENT DISTRICT #4, OR  
 SAINT LANDRY PARISH TOURIST COMMISSION  
 SAINT MARY PARISH REC DISTRICT 2  
 SAINT MARY PARISH REC DISTRICT 3  
 SAINT TAMMANY FIRE DISTRICT 4, LA  
 SALEM AREA MASS TRANSIT DISTRICT, OR  
 SALEM MASS TRANSIT DISTRICT  
 SALEM SUBURBAN R.F.P.D., OR  
 SALISHAN SANITARY DISTRICT, OR  
 SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR  
 SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR  
 SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR  
 SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR  
 SANDY DRAINAGE IMPROVEMENT COMPANY, OR  
 SANDY R.F.P.D. #72, OR  
 SANTA CLARA R.F.P.D., OR  
 SANTA CLARA WATER DISTRICT, OR  
 SANTIAM WATER CONTROL DISTRICT, OR  
 SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR  
 SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR  
 SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR  
 SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR  
 SCAPPOOSE R.F.P.D., OR  
 SCIO R.F.P.D., OR  
 SCOTTSBURG R.F.P.D., OR  
 SEAL ROCK R.F.P.D., OR  
 SEAL ROCK WATER DISTRICT, OR  
 SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA  
 SHANGRI-LA WATER DISTRICT, OR

SHASTA VIEW IRRIGATION DISTRICT, OR  
 SHELLEY ROAD CREST ACRES WATER DISTRICT, OR  
 SHERIDAN FIRE DISTRICT, OR  
 SHERMAN COUNTY HEALTH DISTRICT, OR  
 SHERMAN COUNTY S.W.C.D., OR  
 SHORELINE SANITARY DISTRICT, OR  
 SILETZ KEYS SANITARY DISTRICT, OR  
 SILETZ R.F.P.D., OR  
 SILVER FALLS LIBRARY DISTRICT, OR  
 SILVER LAKE IRRIGATION DISTRICT, OR  
 SILVER LAKE R.F.P.D., OR  
 SILVER SANDS SPECIAL ROAD DISTRICT, OR  
 SILVERTON R.F.P.D. NO. 2, OR  
 SISTERS PARKS & RECREATION DISTRICT, OR  
 SISTERS-CAMP SHERMAN R.F.P.D., OR  
 SIUSLAW PUBLIC LIBRARY DISTRICT, OR  
 SIUSLAW S.W.C.D., OR  
 SIUSLAW VALLEY FIRE AND RESCUE, OR  
 SIXES R.F.P.D., OR  
 SKIPANON WATER CONTROL DISTRICT, OR  
 SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR  
 SLEEPY HOLLOW WATER DISTRICT, OR  
 SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR  
 SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR  
 SOUTH COUNTY HEALTH DISTRICT, OR  
 SOUTH FORK WATER BOARD, OR  
 SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR  
 SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR  
 SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR  
 SOUTH LAFOURCHE LEVEE DISTRICT, LA  
 SOUTH LANE COUNTY FIRE & RESCUE, OR  
 SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR  
 SOUTH SHERMAN FIRE DISTRICT, OR  
 SOUTH SUBURBAN SANITARY DISTRICT, OR  
 SOUTH WASCO PARK & RECREATION DISTRICT, OR  
 SOUTHERN COOS HEALTH DISTRICT, OR  
 SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR  
 SOUTHVIEW IMPROVEMENT DISTRICT, OR  
 SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR  
 SOUTHWESTERN POLK COUNTY R.F.P.D., OR  
 SOUTHWOOD PARK WATER DISTRICT, OR  
 SPECIAL ROAD DISTRICT #1, OR  
 SPECIAL ROAD DISTRICT #8, OR  
 SPRING RIVER SPECIAL ROAD DISTRICT, OR  
 SPRINGFIELD UTILITY BOARD, OR  
 ST. PAUL R.F.P.D., OR  
 STANFIELD CEMETERY DISTRICT #6, OR  
 STANFIELD IRRIGATION DISTRICT, OR  
 STARR CREEK ROAD DISTRICT, OR  
 STARWOOD SANITARY DISTRICT, OR  
 STAYTON FIRE DISTRICT, OR  
 SUBLIMITY FIRE DISTRICT, OR  
 SUBURBAN EAST SALEM WATER DISTRICT, OR  
 SUBURBAN LIGHTING DISTRICT, OR  
 SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR  
 SUMMER LAKE IRRIGATION DISTRICT, OR  
 SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR  
 SUMNER R.F.P.D., OR  
 SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR  
 SUNDOWN SANITATION DISTRICT, OR  
 SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR



SUNNYSIDE IRRIGATION DISTRICT, OR  
 SUNRISE WATER AUTHORITY, OR  
 SUNRIVER SERVICE DISTRICT, OR  
 SUNSET EMPIRE PARK & RECREATION DISTRICT, OR  
 SUNSET EMPIRE TRANSPORTATION DISTRICT, OR  
 SURFLAND ROAD DISTRICT, OR  
 SUTHERLIN VALLEY RECREATION DISTRICT, OR  
 SUTHERLIN WATER CONTROL DISTRICT, OR  
 SWALLEY IRRIGATION DISTRICT, OR  
 SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR  
 SWEET HOME FIRE & AMBULANCE DISTRICT, OR  
 SWISSHOME-DEADWOOD R.F.P.D., OR  
 TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR  
 TALENT IRRIGATION DISTRICT, OR  
 TANGENT R.F.P.D., OR  
 TENMILE R.F.P.D., OR  
 TERREBONNE DOMESTIC WATER DISTRICT, OR  
 THE DALLES IRRIGATION DISTRICT, OR  
 THOMAS CREEK-WESTSIDE R.F.P.D., OR  
 THREE RIVERS RANCH ROAD DISTRICT, OR  
 THREE SISTERS IRRIGATION DISTRICT, OR  
 TIGARD TUALATIN AQUATIC DISTRICT, OR  
 TIGARD WATER DISTRICT, OR  
 TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR  
 TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS  
 DISTRICT, OR  
 TILLAMOOK COUNTY S.W.C.D., OR  
 TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR  
 TILLAMOOK FIRE DISTRICT, OR  
 TILLAMOOK P.U.D., OR  
 TILLER R.F.P.D., OR  
 TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR  
 TOLEDO R.F.P.D., OR  
 TONE WATER DISTRICT, OR  
 TOOLEY WATER DISTRICT, OR  
 TRASK DRAINAGE DISTRICT, OR  
 TRI CITY R.F.P.D. #4, OR  
 TRI-CITY WATER & SANITARY AUTHORITY, OR  
 TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT  
 OF OREGON  
 TRIMET, OR  
 TUALATIN HILLS PARK & RECREATION DISTRICT  
 TUALATIN HILLS PARK & RECREATION DISTRICT, OR  
 TUALATIN S.W.C.D., OR  
 TUALATIN VALLEY FIRE & RESCUE  
 TUALATIN VALLEY FIRE & RESCUE, OR  
 TUALATIN VALLEY IRRIGATION DISTRICT, OR  
 TUALATIN VALLEY WATER DISTRICT  
 TUALATIN VALLEY WATER DISTRICT, OR  
 TUMALO IRRIGATION DISTRICT, OR  
 TURNER FIRE DISTRICT, OR  
 TWIN ROCKS SANITARY DISTRICT, OR  
 TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR  
 TWO RIVERS S.W.C.D., OR  
 TWO RIVERS SPECIAL ROAD DISTRICT, OR  
 TYGH VALLEY R.F.P.D., OR  
 TYGH VALLEY WATER DISTRICT, OR  
 UMATILLA COUNTY FIRE DISTRICT #1, OR  
 UMATILLA COUNTY S.W.C.D., OR  
 UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR  
 UMATILLA HOSPITAL DISTRICT, OR

UMATILLA R.F.P.D. #7-405, OR  
 UMATILLA-MORROW RADIO AND DATA DISTRICT, OR  
 UMPQUA S.W.C.D., OR  
 UNION CEMETERY MAINTENANCE DISTRICT, OR  
 UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR  
 UNION COUNTY VECTOR CONTROL DISTRICT, OR  
 UNION GAP SANITARY DISTRICT, OR  
 UNION GAP WATER DISTRICT, OR  
 UNION HEALTH DISTRICT, OR  
 UNION R.F.P.D., OR  
 UNION S.W.C.D., OR  
 UNITY COMMUNITY PARK & RECREATION DISTRICT, OR  
 UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR  
 UPPER MCKENZIE R.F.P.D., OR  
 UPPER WILLAMETTE S.W.C.D., OR  
 VALE OREGON IRRIGATION DISTRICT, OR  
 VALE RURAL FIRE PROTECTION DISTRICT, OR  
 VALLEY ACRES SPECIAL ROAD DISTRICT, OR  
 VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR  
 VALLEY VIEW WATER DISTRICT, OR  
 VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR  
 VERNONIA R.F.P.D., OR  
 VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR  
 VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR  
 WALLA WALLA RIVER IRRIGATION DISTRICT, OR  
 WALLOWA COUNTY HEALTH CARE DISTRICT, OR  
 WALLOWA LAKE COUNTY SERVICE DISTRICT, OR  
 WALLOWA LAKE IRRIGATION DISTRICT, OR  
 WALLOWA LAKE R.F.P.D., OR  
 WALLOWA S.W.C.D., OR  
 WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR  
 WAMIC R.F.P.D., OR  
 WAMIC WATER & SANITARY AUTHORITY, OR  
 WARMSPRINGS IRRIGATION DISTRICT, OR  
 WASCO COUNTY S.W.C.D., OR  
 WATER ENVIRONMENT SERVICES, OR  
 WATER WONDERLAND IMPROVEMENT DISTRICT, OR  
 WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR  
 WATSECO-BARVIEW WATER DISTRICT, OR  
 WAUNA WATER DISTRICT, OR  
 WEDDERBURN SANITARY DISTRICT, OR  
 WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR  
 WEST EXTENSION IRRIGATION DISTRICT, OR  
 WEST LABISH DRAINAGE & WATER CONTROL  
 IMPROVEMENT DISTRICT, OR  
 WEST MULTNOMAH S.W.C.D., OR  
 WEST SIDE R.F.P.D., OR  
 WEST SLOPE WATER DISTRICT, OR  
 WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR  
 WEST VALLEY FIRE DISTRICT, OR  
 WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR  
 WESTERN LANE AMBULANCE DISTRICT, OR  
 WESTLAND IRRIGATION DISTRICT, OR  
 WESTON ATHENA MEMORIAL HALL PARK & RECREATION  
 DISTRICT, OR  
 WESTON CEMETERY DISTRICT #2, OR  
 WESTPORT FIRE AND RESCUE, OR  
 WESTRIDGE WATER SUPPLY CORPORATION, OR  
 WESTWOOD HILLS ROAD DISTRICT, OR  
 WESTWOOD VILLAGE ROAD DISTRICT, OR  
 WHEELER S.W.C.D., OR

WHITE RIVER HEALTH DISTRICT, OR  
 WIARD MEMORIAL PARK DISTRICT, OR  
 WICKIUP WATER DISTRICT, OR  
 WILLAKENZIE R.F.P.D., OR  
 WILLAMALANE PARK & RECREATION DISTRICT, OR  
 WILLAMALANE PARK AND RECREATION DISTRICT  
 WILLAMETTE HUMANE SOCIETY  
 WILLAMETTE RIVER WATER COALITION, OR  
 WILLIAMS R.F.P.D., OR  
 WILLOW CREEK PARK DISTRICT, OR  
 WILLOW DALE WATER DISTRICT, OR  
 WILSON RIVER WATER DISTRICT, OR  
 WINCHESTER BAY R.F.P.D., OR  
 WINCHESTER BAY SANITARY DISTRICT, OR  
 WINCHUCK R.F.P.D., OR  
 WINSTON-DILLARD R.F.P.D., OR  
 WINSTON-DILLARD WATER DISTRICT, OR  
 WOLF CREEK R.F.P.D., OR  
 WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR  
 WOODBURN R.F.P.D. NO. 6, OR  
 WOODLAND PARK SPECIAL ROAD DISTRICT, OR  
 WOODS ROAD DISTRICT, OR  
 WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR  
 WY'EAST FIRE DISTRICT, OR  
 YACHATS R.F.P.D., OR  
 YAMHILL COUNTY TRANSIT AREA, OR  
 YAMHILL FIRE PROTECTION DISTRICT, OR  
 YAMHILL SWCD, OR  
 YONCALLA PARK & RECREATION DISTRICT, OR  
 YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR  
 ZUMWALT R.F.P.D., OR

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

ACADIA PARISH SCHOOL BOARD  
 BEAVERTON SCHOOL DISTRICT  
 BEND-LA PINE SCHOOL DISTRICT  
 BOGALUSA HIGH SCHOOL, LA  
 BOSSIER PARISH SCHOOL BOARD  
 BROOKING HARBOR SCHOOL DISTRICT  
 CADDO PARISH SCHOOL DISTRICT  
 CALCASIEU PARISH SCHOOL DISTRICT  
 CANBY SCHOOL DISTRICT  
 CANYONVILLE CHRISTIAN ACADEMY  
 CASCADE SCHOOL DISTRICT  
 CASCADES ACADEMY OF CENTRAL OREGON  
 CENTENNIAL SCHOOL DISTRICT  
 CENTRAL CATHOLIC HIGH SCHOOL  
 CENTRAL POINT SCHOOL DISTRICT NO.6  
 CENTRAL SCHOOL DISTRICT 13J  
 COOS BAY SCHOOL DISTRICT NO.9  
 CORVALLIS SCHOOL DISTRICT 509J  
 COUNTY OF YAMHILL SCHOOL DISTRICT 29  
 CULVER SCHOOL DISTRICT  
 DALLAS SCHOOL DISTRICT NO.2  
 DAVID DOUGLAS SCHOOL DISTRICT  
 DAYTON SCHOOL DISTRICT NO.8  
 DE LA SALLE N CATHOLIC HS  
 DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
 DOUGLAS EDUCATIONAL DISTRICT SERVICE  
 DUFUR SCHOOL DISTRICT NO.29

EAST BATON ROUGE PARISH SCHOOL DISTRICT  
 ESTACADA SCHOOL DISTRICT NO.10B  
 FOREST GROVE SCHOOL DISTRICT  
 GEORGE MIDDLE SCHOOL  
 GLADSTONE SCHOOL DISTRICT  
 GRANTS PASS SCHOOL DISTRICT 7  
 GREATER ALBANY PUBLIC SCHOOL DISTRICT  
 GRESHAM BARLOW JOINT SCHOOL DISTRICT  
 HEAD START OF LANE COUNTY  
 HIGH DESERT EDUCATION SERVICE DISTRICT  
 HILLSBORO SCHOOL DISTRICT  
 HOOD RIVER COUNTY SCHOOL DISTRICT  
 JACKSON CO SCHOOL DIST NO.9  
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
 JEFFERSON PARISH SCHOOL DISTRICT  
 JEFFERSON SCHOOL DISTRICT  
 JUNCTION CITY SCHOOLS, OR  
 KLAMATH COUNTY SCHOOL DISTRICT  
 KLAMATH FALLS CITY SCHOOLS  
 LAFAYETTE PARISH SCHOOL DISTRICT  
 LAKE OSWEGO SCHOOL DISTRICT 7J  
 LANE COUNTY SCHOOL DISTRICT 4J  
 LINCOLN COUNTY SCHOOL DISTRICT  
 LINN CO. SCHOOL DIST. 95C  
 LIVINGSTON PARISH SCHOOL DISTRICT  
 LOST RIVER JR/SR HIGH SCHOOL  
 LOWELL SCHOOL DISTRICT NO.71  
 MARION COUNTY SCHOOL DISTRICT  
 MARION COUNTY SCHOOL DISTRICT 103  
 MARIST HIGH SCHOOL, OR  
 MCMINNVILLE SCHOOL DISTRICT NOAO  
 MEDFORD SCHOOL DISTRICT 549C  
 MITCH CHARTER SCHOOL  
 MONROE SCHOOL DISTRICT NO.1J  
 MORROW COUNTY SCHOOL DIST, OR  
 MULTNOMAH EDUCATION SERVICE DISTRICT  
 MULTISENSORY LEARNING ACADEMY  
 MYRTLE PINT SCHOOL DISTRICT 41  
 NEAH-KAH-NIE DISTRICT NO.56  
 NEWBERG PUBLIC SCHOOLS  
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
 NOBEL LEARNING COMMUNITIES  
 NORTH BEND SCHOOL DISTRICT 13  
 NORTH CLACKAMAS SCHOOL DISTRICT  
 NORTH DOUGLAS SCHOOL DISTRICT  
 NORTH WASCO CITY SCHOOL DISTRICT 21  
 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
 ONTARIO MIDDLE SCHOOL  
 OREGON TRAIL SCHOOL DISTRICT NOA6  
 ORLEANS PARISH SCHOOL DISTRICT  
 PHOENIX-TALENT SCHOOL DISTRICT NOA  
 PLEASANT HILL SCHOOL DISTRICT  
 PORTLAND JEWISH ACADEMY  
 PORTLAND PUBLIC SCHOOLS  
 RAPIDES PARISH SCHOOL DISTRICT  
 REDMOND SCHOOL DISTRICT  
 REYNOLDS SCHOOL DISTRICT  
 ROGUE RIVER SCHOOL DISTRICT  
 ROSEBURG PUBLIC SCHOOLS  
 SCAPPOOSE SCHOOL DISTRICT 1J  
 SAINT TAMMANY PARISH SCHOOL BOARD, LA

SEASIDE SCHOOL DISTRICT 10	JORDAN DISTRICT, UT
SHERWOOD SCHOOL DISTRICT 88J	JUAB SCHOOL DISTRICT, UT
SILVER FALLS SCHOOL DISTRICT 4J	KANE SCHOOL DISTRICT, UT
SOUTH LANE SCHOOL DISTRICT 45J3	KARL G MAESER PREPARATORY ACADEMY, UT
SOUTHERN OREGON EDUCATION SERVICE DISTRICT	LAKEVIEW ACADEMY, UT
SPRINGFIELD PUBLIC SCHOOLS	LEGACY PREPARATORY ACADEMY, UT
SUTHERLIN SCHOOL DISTRICT	LIBERTY ACADEMY, UT
SWEET HOME SCHOOL DISTRICT NO.55	LINCOLN ACADEMY, UT
TERREBONNE PARISH SCHOOL DISTRICT	LOGAN SCHOOL DISTRICT, UT
THE CATLIN GABEL SCHOOL	MARIA MONTESSORI ACADEMY, UT
TIGARD-TUALATIN SCHOOL DISTRICT	MERIT COLLEGE PREPARATORY ACADEMY, UT
UMATILLA MORROW ESD	MILLARD SCHOOL DISTRICT, UT
WEST LINN WILSONVILLE SCHOOL DISTRICT	MOAB CHARTER SCHOOL, UT
WILLAMETTE EDUCATION SERVICE DISTRICT	MONTICELLO ACADEMY, UT
WOODBURN SCHOOL DISTRICT	MORGAN SCHOOL DISTRICT, UT
YONCALLA SCHOOL DISTRICT	MOUNTAINVILLE ACADEMY, UT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT	MURRAY SCHOOL DISTRICT, UT
ALIANZA ACADEMY, UT	NAVIGATOR POINTE ACADEMY, UT
ALPINE DISTRICT, UT	NEBO SCHOOL DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT	NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
AMERICAN PREPARATORY ACADEMY, UT	NOAH WEBSTER ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT	NORTH DAVIS PREPARATORY ACADEMY, UT
BEAR RIVER CHARTER SCHOOL, UT	NORTH SANPETE SCHOOL DISTRICT, UT
BEAVER SCHOOL DISTRICT, UT	NORTH STAR ACADEMY, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT	NORTH SUMMIT SCHOOL DISTRICT, UT
BOX ELDER SCHOOL DISTRICT, UT	ODYSSEY CHARTER SCHOOL, UT
CBA CENTER, UT	OGDEN PREPARATORY ACADEMY, UT
CACHE SCHOOL DISTRICT, UT	OGDEN SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT	OPEN CLASSROOM, UT
CANYONS DISTRICT, UT	OPEN HIGH SCHOOL OF UTAH, UT
CARBON SCHOOL DISTRICT, UT	OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
CHANNING HALL, UT	PARADIGM HIGH SCHOOL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT	PARK CITY SCHOOL DISTRICT, UT
CITY ACADEMY, UT	PINNACLE CANYON ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT	PIUTE SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT	PROVIDENCE HALL, UT
DAVIS DISTRICT, UT	PROVO SCHOOL DISTRICT, UT
DUAL IMMERSION ACADEMY, UT	QUAIL RUN PRIMARY SCHOOL, UT
DUCHESNE SCHOOL DISTRICT, UT	QUEST ACADEMY, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT	RANCHES ACADEMY, UT
EAST HOLLYWOOD HIGH, UT	REAGAN ACADEMY, UT
EDITH BOWEN LABORATORY SCHOOL, UT	RENAISSANCE ACADEMY, UT
EMERSON ALCOTT ACADEMY, UT	RICH SCHOOL DISTRICT, UT
EMERY SCHOOL DISTRICT, UT	ROCKWELL CHARTER HIGH SCHOOL, UT
ENTHEOS ACADEMY, UT	SALT LAKE ARTS ACADEMY, UT
EXCELSIOR ACADEMY, UT	SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
FAST FORWARD HIGH, UT	SALT LAKE SCHOOL DISTRICT, UT
FREEDOM ACADEMY, UT	SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
GARFIELD SCHOOL DISTRICT, UT	SAN JUAN SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT	SEVIER SCHOOL DISTRICT, UT
GEORGE WASHINGTON ACADEMY, UT	SOLDIER HOLLOW CHARTER SCHOOL, UT
GOOD FOUNDATION ACADEMY, UT	SOUTH SANPETE SCHOOL DISTRICT, UT
GRAND SCHOOL DISTRICT, UT	SOUTH SUMMIT SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT	SPECTRUM ACADEMY, UT
GUADALUPE SCHOOL, UT	SUCCESS ACADEMY, UT
HAWTHORN ACADEMY, UT	SUCCESS SCHOOL, UT
INTECH COLLEGIATE HIGH SCHOOL, UT	SUMMIT ACADEMY, UT
IRON SCHOOL DISTRICT, UT	SUMMIT ACADEMY HIGH SCHOOL, UT
ITINERIS EARLY COLLEGE HIGH, UT	SYRACUSE ARTS ACADEMY, UT
JOHN HANCOCK CHARTER SCHOOL, UT	THOMAS EDISON - NORTH, UT

TIMPANOGOS ACADEMY, UT  
 TINTIC SCHOOL DISTRICT, UT  
 TOOEE SCHOOL DISTRICT, UT  
 TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT  
 UINTAH RIVER HIGH, UT  
 UINTAH SCHOOL DISTRICT, UT  
 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 SCHOOL DISTRICT, UT  
 WAYNE SCHOOL DISTRICT, UT  
 WEBER SCHOOL DISTRICT, UT  
 WEILENMANN SCHOOL OF DISCOVERY, UT

#### **HIGHER EDUCATION**

ARGOSY UNIVERSITY  
 BATON ROUGE COMMUNITY COLLEGE, LA  
 BIRTHINGWAY COLLEGE OF MIDWIFERY  
 BLUE MOUNTAIN COMMUNITY COLLEGE  
 BRIGHAM YOUNG UNIVERSITY - HAWAII  
 CENTRAL OREGON COMMUNITY COLLEGE  
 CENTENARY COLLEGE OF LOUISIANA  
 CHEMEKETA COMMUNITY COLLEGE  
 CLACKAMAS COMMUNITY COLLEGE  
 COLLEGE OF THE MARSHALL ISLANDS  
 COLUMBIA GORGE COMMUNITY COLLEGE  
 CONCORDIA UNIVERSITY  
 GEORGE FOX UNIVERSITY  
 KLAMATH COMMUNITY COLLEGE DISTRICT  
 LANE COMMUNITY COLLEGE  
 LEWIS AND CLARK COLLEGE  
 LINFIELD COLLEGE  
 LINN-BENTON COMMUNITY COLLEGE  
 LOUISIANA COLLEGE, LA  
 LOUISIANA STATE UNIVERSITY  
 LOUISIANA STATE UNIVERSITY HEALTH SERVICES  
 MARYLHURST UNIVERSITY  
 MT. HOOD COMMUNITY COLLEGE  
 MULTNOMAH BIBLE COLLEGE  
 NATIONAL COLLEGE OF NATURAL MEDICINE  
 NORTHWEST CHRISTIAN COLLEGE  
 OREGON HEALTH AND SCIENCE UNIVERSITY  
 OREGON INSTITUTE OF TECHNOLOGY  
 OREGON STATE UNIVERSITY  
 OREGON UNIVERSITY SYSTEM  
 PACIFIC UNIVERSITY  
 PIONEER PACIFIC COLLEGE  
 PORTLAND COMMUNITY COLLEGE  
 PORTLAND STATE UNIVERSITY  
 REED COLLEGE  
 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
 ROGUE COMMUNITY COLLEGE

SOUTHEASTERN LOUISIANA UNIVERSITY  
 SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY  
 SYSTEM)  
 SOUTHWESTERN OREGON COMMUNITY COLLEGE  
 TULANE UNIVERSITY  
 TILLAMOOK BAY COMMUNITY COLLEGE  
 UMPQUA COMMUNITY COLLEGE  
 UNIVERSITY OF HAWAII BOARD OF REGENTS  
 UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE  
 UNIVERSITY OF OREGON-GRADUATE SCHOOL  
 UNIVERSITY OF PORTLAND  
 UNIVERSITY OF NEW ORLEANS  
 WESTERN OREGON UNIVERSITY  
 WESTERN STATES CHIROPRACTIC COLLEGE  
 WILLAMETTE UNIVERSITY  
 XAVIER UNIVERSITY  
 UTAH SYSTEM OF HIGHER EDUCATION, UT  
 UNIVERSITY OF UTAH, UT  
 UTAH STATE UNIVERSITY, UT  
 WEBER STATE UNIVERSITY, UT  
 SOUTHERN UTAH UNIVERSITY, UT  
 SNOW COLLEGE, UT  
 DIXIE STATE COLLEGE, UT  
 COLLEGE OF EASTERN UTAH, UT  
 UTAH VALLEY UNIVERSITY, UT  
 SALT LAKE COMMUNITY COLLEGE, UT  
 UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

#### **STATE AGENCIES**

ADMIN. SERVICES OFFICE  
 BOARD OF MEDICAL EXAMINERS  
 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
 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 DEPARTMENT OF DEFENSE, STATE OF HAWAII  
 STATE OF HAWAII  
 STATE OF HAWAII, DEPT. OF EDUCATION  
 STATE OF LOUISIANA  
 STATE OF LOUISIANA DEPT. OF EDUCATION  
 STATE OF LOUISIANA, 26<sup>TH</sup> JUDICIAL DISTRICT ATTORNEY  
 STATE OF UTAH

Attachment B

**Price Proposal -  
Racket Market Differential Pricing Spreadsheet**

## Attachment C

### Geographic Coverage Checklist

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	Yes
Arizona	Yes
Arkansas	Yes
California	Yes
Colorado	Yes
Connecticut	Yes
Delaware	Yes
Florida	Yes
Georgia	Yes
Idaho	Yes
Illinois	Yes
Indiana	Yes
Iowa	Yes
Kansas	Yes
Kentucky	Yes
Louisiana	Yes
Maine	Yes
Maryland	Yes
Massachusetts	Yes
Michigan	Yes
Minnesota	Yes
Mississippi	Yes
Missouri	Yes
Montana	No
Nebraska	Yes
Nevada	Yes
New Hampshire	No
New Jersey	Yes
New Mexico	Yes
New York	Yes
North Carolina	Yes
North Dakota	Yes
Ohio	Yes
Oklahoma	Yes
Oregon	Yes

Attachment C

**Geographic Coverage Checklist (continued)**

Pennsylvania	Yes
Rhode Island	No
South Carolina	Yes
South Dakota	Yes
Tennessee	Yes
Texas	Yes
Utah	Yes
Vermont	No
Virginia	Yes
Washington	Yes
West Virginia	Yes
Wisconsin	Yes
Wyoming	No
District of Columbia	Yes

Attachment D

**City of Fort Worth Sample Contract**



**SUPPLIER SERVICES AGREEMENT**  
**MOTOR FUELS, AVIATION FUELS, AND RELATED SERVICES**  
**(NON-EXCLUSIVE COOPERATIVE AGREEMENT)**

This **SUPPLIER SERVICES AGREEMENT** (“Agreement”) is made and entered into by and between the **CITY OF FORT WORTH** (“City”), a Texas home rule municipal corporation, acting by and through its duly authorized Assistant City Manager, and \_\_\_\_\_ (“Supplier”), acting by and through its duly authorized representative, each individually referred to as a “**party**” and collectively referred to as the “**parties**.”

**AGREEMENT DOCUMENTS:**

The Agreement documents shall include the following:

1. This Supplier Services Agreement;
2. Exhibit A – Scope of Services;
3. Exhibit B – City of Fort Worth Specifications
4. Exhibit C – Price Schedule;
5. Exhibit D – Verification of Signature Authority Form; and
6. Exhibit E – City of Fort Worth Request for Proposals (RFP) No. \_\_\_\_\_ and Supplier’s response to the Request for Proposals.

Exhibits A, B, C, D, and E which are attached hereto and incorporated herein by reference, are made a part of this Agreement for all purposes. In the event of any conflict between the terms and conditions of Exhibits A, B, C, D, or E and the terms and conditions set forth in the body of this Agreement, the terms and conditions of this Agreement shall control.

**1. SCOPE OF SERVICES.**

Supplier shall provide City with the motor and aviation fuels, and related services for the City’s fleet (“Services”). Exhibit “A,” - Scope of Services and Exhibit “B” – City of Fort Worth Specifications more specifically describe the Services to be provided hereunder. Supplier agrees that the City may award non-exclusive agreements to multiple bidders for motor fuel, aviation fuel, and related services as outlined in the Request for Proposals.

In connection with this Agreement, City is acting as the Principal Procurement Agency with OMNIA Partners – Public Sector. This Agreement is a cooperative purchasing agreement allowing Supplier to Supply the City and Participating Agencies within the Dallas/Fort Worth metropolitan area and in the 48 contiguous United States, and the District of Columbia, with motor fuel, aviation fuel and related services. The general scope of this Agreement includes finished motor gasoline, finished aviation gasoline, Kerosene-Type Jet Fuel, Distillate Fuel Oil for on-highway and off-highway diesel engines, Renewable Green Diesel, Biodiesel, and Diesel Emission Fluid (collectively “Motor Fuels and Aviation Fuels”). This scope of Motor Fuels and Aviation Fuels covered by this Agreement 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 Agreement. 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, and as specified in the definitions provided in this Agreement, in the provision of fuel to other Participating Agencies.

**2. TERM.**

This Agreement shall begin on \_\_\_\_\_ (“Effective Date”) and shall expire on \_\_\_\_\_ (“Expiration Date”), unless terminated earlier in accordance with this Agreement (“Initial Term”). Upon the expiration of the Initial Term, this Agreement may be renewed under the same terms and conditions for up to four (4) one-year renewal periods (“Renewal Term”).

**3. COMPENSATION.**

City shall pay Supplier in accordance with the provisions of this Agreement and Exhibit “C,” – Price Schedule. The aggregate amount of all contracts City awards to multiple bidders under RPF No. \_\_\_\_\_, including this Agreement, shall not exceed \$\_\_\_\_\_. City makes no promise or guarantee of the total amount of motor fuel, aviation fuel, and related services that City will procure from Supplier under this Agreement. Supplier shall not perform any additional services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City shall not be liable for any additional expenses of Supplier not specified by this Agreement unless City first approves such expenses in writing.

**4. TERMINATION.**

4.1. Written Notice. City or Supplier may terminate this Agreement at any time and for any reason by providing the other party with 30 days’ written notice of termination.

4.2. Non-appropriation of Funds. In the event no funds or insufficient funds are appropriated by City in any fiscal period for any payments due hereunder, City will notify Supplier of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

4.3. Duties and Obligations of the Parties. In the event that this Agreement is terminated prior to the Expiration Date, City shall pay Supplier for services actually rendered up to the effective date of termination and Supplier shall continue to provide City with services requested by City and in accordance with this Agreement up to the effective date of termination. Upon termination of this Agreement for any reason, Supplier shall provide City with copies of all completed or partially completed documents prepared under this Agreement. In the event Supplier has received access to City Information or data as a requirement to perform services hereunder, Supplier shall return all City provided data to City in a machine readable format or other format deemed acceptable to City.

**5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.**

5.1. Disclosure of Conflicts. Supplier hereby warrants to City that Supplier has made full disclosure in writing of any existing or potential conflicts of interest related to Supplier's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Supplier hereby agrees immediately to make full disclosure to City in writing.

5.2. Confidential Information. Supplier, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by City (“City Information”) as confidential and shall not disclose any such information to a third party without the prior written approval of City.

5.3 Unauthorized Access. Supplier shall store and maintain City Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. Supplier shall notify City immediately if the security or integrity of any City Information has been compromised or is believed to have been compromised, in which event, Supplier shall, in good faith, use all commercially reasonable efforts to cooperate with City in identifying what information has been accessed by unauthorized means and shall fully cooperate with City to protect such City Information from further unauthorized disclosure.

**6. RIGHT TO AUDIT.**

Supplier agrees that City shall, until the expiration of three (3) years after final payment under this contract, or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records, including, but not limited to, all electronic records, of Supplier involving transactions relating to this Agreement at no additional cost to City. Supplier agrees that City shall have access during normal working hours to all necessary Supplier facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Supplier reasonable advance notice of intended audits.

**7. INDEPENDENT CONTRACTOR.**

It is expressly understood and agreed that Supplier shall operate as an independent contractor as to all rights and privileges and work performed under this Agreement, and not as agent, representative or employee of City. Subject to and in accordance with the conditions and provisions of this Agreement, Supplier shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, consultants and subcontractors. Supplier acknowledges that the doctrine of *respondeat superior* shall not apply as between City, its officers, agents, servants and employees, and Supplier, its officers, agents, employees, servants, vendors and subcontractors. Supplier further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Supplier. It is further understood that City shall in no way be considered a Co-employer or a Joint employer of Supplier or any officers, agents, servants, employees or subcontractors of Supplier. Neither Supplier, nor any officers, agents, servants, employees or subcontractors of Supplier shall be entitled to any employment benefits from City. Supplier shall be responsible and liable for any and all payment and reporting of taxes on behalf of itself, and any of its officers, agents, servants, employees or subcontractors.

**8. LIABILITY AND INDEMNIFICATION.**

8.1 **LIABILITY - SUPPLIER SHALL BE LIABLE AND RESPONSIBLE FOR ANY AND ALL PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, TO THE EXTENT CAUSED BY THE NEGLIGENT ACT(S) OR OMISSION(S), MALFEASANCE OR INTENTIONAL MISCONDUCT OF SUPPLIER, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.**

8.2 **GENERAL INDEMNIFICATION - SUPPLIER HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO SUPPLIER'S BUSINESS**

***AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR MALFEASANCE OF SUPPLIER, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.***

8.3 **INTELLECTUAL PROPERTY INDEMNIFICATION** – Supplier agrees to defend, settle, or pay, at its own cost and expense, any claim or action against City for infringement of any patent, copyright, trade mark, trade secret, or similar property right arising from City's use of the software and/or documentation in accordance with this Agreement, it being understood that this agreement to defend, settle or pay shall not apply if City modifies or misuses the software and/or documentation. So long as Supplier bears the cost and expense of payment for claims or actions against City pursuant to this section, Supplier shall have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, City shall have the right to fully participate in any and all such settlement, negotiations, or lawsuit as necessary to protect City's interest, and City agrees to cooperate with Supplier in doing so. In the event City, for whatever reason, assumes the responsibility for payment of costs and expenses for any claim or action brought against City for infringement arising under this Agreement, City shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, Supplier shall fully participate and cooperate with City in defense of such claim or action. City agrees to give Supplier timely written notice of any such claim or action, with copies of all papers City may receive relating thereto. Notwithstanding the foregoing, City's assumption of payment of costs or expenses shall not eliminate Supplier's duty to indemnify City under this Agreement. If the software and/or documentation or any part thereof is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, Supplier shall, at its own expense and as City's sole remedy, either: (a) procure for City the right to continue to use the software and/or documentation; or (b) modify the software and/or documentation to make it non-infringing, provided that such modification does not materially adversely affect City's authorized use of the software and/or documentation; or (c) replace the software and/or documentation with equally suitable, compatible, and functionally equivalent non-infringing software and/or documentation at no additional charge to City; or (d) if none of the foregoing alternatives is reasonably available to Supplier terminate this Agreement, and refund all amounts paid to Supplier by City, subsequent to which termination City may seek any and all remedies available to City under law.

9. **ASSIGNMENT AND SUBCONTRACTING.**

9.1 **Assignment.** Supplier shall not assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of City. If City grants consent to an assignment, the assignee shall execute a written agreement with City and Supplier under which the assignee agrees to be bound by the duties and obligations of Supplier under this Agreement. Supplier and Assignee shall be jointly liable for all obligations of Supplier under this Agreement prior to the effective date of the assignment.

9.2 **Subcontract.** If City grants consent to a subcontract, the subcontractor shall execute a written agreement with Supplier referencing this Agreement under which subcontractor shall agree to be bound by the duties and obligations of Supplier under this Agreement as such duties and obligations may apply. Supplier shall provide City with a fully executed copy of any such subcontract.

## **10. INSURANCE.**

10.1 Supplier shall assume all risk and liability for accidents and damages that may occur to persons or property during the prosecution of the work. 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. Supplier will be responsible for providing proof of insurance as may be required by Public Participating Agencies.

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

- 10.1.1.1 \$100,000 Each Accident
- 10.1.1.2 \$500,000 Disease – Policy limit
- 10.1.1.3 \$100,000 Disease – Each Employee

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

- 10.1.2.1 \$1,000,000 Each Occurrence
- 10.1.2.2 \$2,000,000 Annual Aggregate

10.1.3 Auto Liability Insurance shall be provided as follows:

- 10.1.3.1 \$250,000 Bodily Injury Per Person Each Accident
- 10.1.3.2 \$250,000 Property Damage; or
- 10.1.3.3 \$500,000 Combined Single Limit Each Accident
- 10.1.3.4 The named insured and employees of Supplier shall be covered under this policy. Liability for damage occurring while loading, unloading, transferring, and transporting materials under this Agreement shall be included under this policy.

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

- 10.1.4.1 \$2,000,000 per occurrence
- 10.1.4.2 EIL coverage(s) must be included in policies listed in subsection 10.1 above; or, such insurance shall be provided under separate policy(s). Liability for damage occurring while loading, unloading, transferring, and transporting materials under this Agreement shall be included under the Automobile Liability insurance or other policy(s).

10.2 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).

### **10.3 ADDITIONAL INSURANCE INFORMATION**

- 10.3.1 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.

- 10.3.2 Certificates of insurance shall be delivered to the Purchasing Department of the City of Fort Worth, 200 Texas Street, Fort Worth, TX 76102, prior to a purchase order being issued.
- 10.3.3 Any failure on part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements specified herein.
- 10.3.4 Each insurance policy shall be endorsed to provide the City a minimum thirty days' notice of cancellation, non-renewal, and/or material change in policy terms or coverage. A ten days' notice shall be acceptable in the event of non-payment of premium.
- 10.3.5 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.
- 10.3.6 Deductible limits, or self-funded retention limits, on each policy must not exceed \$10,000.00 per occurrence unless otherwise approved by the City.
- 10.3.7 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.
- 10.3.8 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.
- 10.3.9 City shall not be responsible for the direct payment of insurance premium costs for Supplier's insurance.
- 10.3.10 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.
- 10.3.11 While this Agreement 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.
- 10.3.12 Supplier's liability shall not be limited to the specified amounts of insurance required herein.
- 10.3.13 Upon the request of City, Supplier shall provide complete copies of all insurance policies required by these contract documents.

## **11. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.**

Supplier agrees that in the performance of its obligations hereunder, it shall comply with all applicable federal, state and local laws, ordinances, rules and regulations and that any work it produces in



connection with this Agreement will also comply with all applicable federal, state and local laws, ordinances, rules and regulations. If City notifies Supplier of any violation of such laws, ordinances, rules or regulations, Supplier shall immediately desist from and correct the violation.

**12. NON-DISCRIMINATION COVENANT.**

Supplier, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of Supplier's duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. **IF ANY CLAIM ARISES FROM AN ALLEGED VIOLATION OF THIS NON-DISCRIMINATION COVENANT BY SUPPLIER, ITS PERSONAL REPRESENTATIVES, ASSIGNS, SUBCONTRACTORS OR SUCCESSORS IN INTEREST, SUPPLIER AGREES TO ASSUME SUCH LIABILITY AND TO INDEMNIFY AND DEFEND CITY AND HOLD CITY HARMLESS FROM SUCH CLAIM.**

**13. NOTICES.**

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

<p>To CITY:</p> <p>City of Fort Worth Attn: Assistant City Manager 200 Texas Street Fort Worth, TX 76102-6314 Facsimile: (817) 392-8654</p> <p>With copy to Fort Worth City Attorney's Office at same address</p>	<p>To SUPPLIER:</p>
---	---------------------

**14. SOLICITATION OF EMPLOYEES.**

Neither City nor Supplier shall, during the term of this Agreement and additionally for a period of one year after its termination, solicit for employment or employ, whether as employee or independent contractor, any person who is or has been employed by the other during the term of this Agreement, without the prior written consent of the person's employer. Notwithstanding the foregoing, this provision shall not apply to an employee of either party who responds to a general solicitation of advertisement of employment by either party.

**15. GOVERNMENTAL POWERS.**

It is understood and agreed that by execution of this Agreement, City does not waive or surrender any of its governmental powers or immunities.

**16. NO WAIVER.**

The failure of City or Supplier to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of City's or Supplier's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

**17. GOVERNING LAW / VENUE.**

This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

**18. SEVERABILITY.**

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**19. FORCE MAJEURE.**

City and Supplier shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

**20. HEADINGS NOT CONTROLLING.**

Headings and titles used in this Agreement are for reference purposes only, shall not be deemed a part of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement.

**21. REVIEW OF COUNSEL.**

The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or Exhibits A, B, C, D or E.

**22. AMENDMENTS/ MODIFICATIONS/ EXTENSIONS.**

No amendment, modification, or extension of this Agreement shall be binding upon a party hereto unless set forth in a written instrument, which is executed by an authorized representative of each party.

**23. ENTIRETY OF AGREEMENT.**

This Agreement, including Exhibits A, B, C, D, and E contains the entire understanding and agreement between City and Supplier, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

**24. COUNTERPARTS.**



This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

**25. WARRANTY OF SERVICES.**

Supplier warrants that its services will be of a high quality and conform to generally prevailing industry standards. City must give written notice of any breach of this warranty within thirty (30) days from the date that the services are completed. In such event, at Supplier's option, Supplier shall either (a) use commercially reasonable efforts to re-perform the services in a manner that conforms with the warranty, or (b) refund the fees paid by City to Supplier for the nonconforming services.

**26. IMMIGRATION NATIONALITY ACT.**

Supplier shall verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, Supplier shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Supplier shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Supplier employee who is not legally eligible to perform such services. **SUPPLIER SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY SUPPLIER, SUPPLIER'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** City, upon written notice to Supplier, shall have the right to immediately terminate this Agreement for violations of this provision by Supplier.

**27. OWNERSHIP OF WORK PRODUCT.**

City shall be the sole and exclusive owner of all reports, work papers, procedures, guides, and documentation, created, published, displayed, and/or produced in conjunction with the services provided under this Agreement (collectively, "Work Product"). Further, City shall be the sole and exclusive owner of all copyright, patent, trademark, trade secret and other proprietary rights in and to the Work Product. Ownership of the Work Product shall inure to the benefit of City from the date of conception, creation or fixation of the Work Product in a tangible medium of expression (whichever occurs first). Each copyrightable aspect of the Work Product shall be considered a "work-made-for-hire" within the meaning of the Copyright Act of 1976, as amended. If and to the extent such Work Product, or any part thereof, is not considered a "work-made-for-hire" within the meaning of the Copyright Act of 1976, as amended, Supplier hereby expressly assigns to City all exclusive right, title and interest in and to the Work Product, and all copies thereof, and in and to the copyright, patent, trademark, trade secret, and all other proprietary rights therein, that City may have or obtain, without further consideration, free from any claim, lien for balance due, or rights of retention thereto on the part of City.

**28. SIGNATURE AUTHORITY.**

The person signing this Agreement hereby warrants that he/she has the legal authority to execute this Agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. This Agreement and any amendment hereto, may be executed by any authorized representative of Supplier whose name, title and signature is affixed on the Verification of Signature Authority Form, which is attached hereto as Exhibit "D". Each party is fully

entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto.

**29. CHANGE IN COMPANY NAME OR OWNERSHIP**

Supplier shall notify City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of Supplier or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to provide the specified documentation so may adversely impact future invoice payments.

**30. PROHIBITION ON CONTRACTING WITH COMPANIES THAT BOYCOTT ISRAEL**

Supplier acknowledges that in accordance with Chapter 2270 of the Texas Government Code, the City is prohibited from entering into a contract with a company with ten or more full-times employees that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The term "boycott Israel" has the meaning ascribed to it by Section 808.001 of the Texas Government Code. The term "company" has the meaning ascribed to it by Section 2270.001 of the Texas Government Code. To the extent that Chapter 2270 of the Government Code is applicable to this Agreement, by signing this Agreement, Supplier certifies that Supplier's signature provides written verification to the City that Supplier: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.

*(signature page follows)*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiples to be effective on the dates set forth in Section 2.

CITY OF FORT WORTH:

<p>By: _____ Name: _____ Title: _____</p> <p>Date: _____</p> <p><b>APPROVAL RECOMMENDED:</b></p> <p>By: _____ Name: _____ Title: _____</p> <p><b>ATTEST:</b></p> <p>By: _____ Name: _____ Title: _____</p>	<p><b>CONTRACT COMPLIANCE MANAGER:</b> By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: _____ Name: _____ Title: _____</p> <p><b>APPROVED AS TO FORM AND LEGALITY:</b></p> <p>By: _____ Name: _____ Title: _____</p> <p><b>CONTRACT AUTHORIZATION:</b> <b>M&amp;C:</b> _____</p>
--	---

SUPPLIER:

<p>By: _____ Name: _____ Title: _____</p> <p>Date: _____</p>	<p><b>ATTEST:</b></p> <p>By: _____ Name: _____ Title: _____</p>
--	--

## EXHIBIT A SCOPE OF SERVICES

### 1.0 DEFINITIONS

- 1.1 The following definitions are provided to establish a common understanding of the terms of this Agreement. 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/>).
- 1.1.1 **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.
- 1.1.2 **Conventional Gasoline:** Finished motor gasoline not included in the oxygenated or reformulated gasoline categories.
- 1.1.3 **Renewable (Green) Diesel:** Hydrotreating (hydroprocessing hydrodeoxygenation) Also called "green" diesel, renewable diesel is a biomass-derived transportation fuel suitable for use in diesel engines. It meets the ASTM D975 specification in the United States and EN 590 in Europe.
- 1.1.4 **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.
- 1.1.5 **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.
- 1.1.6 **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).

- 1.1.7 **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 (Clear, No Additive) 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.
- 1.1.8 **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.
- 1.1.9 **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).
- 1.1.10 **Diesel Emission Fluid (DEF):** commonly referred to as **AdBlue** in Europe and standardized as **ISO 22241** is an **Aqueous Urea Solution** made with 32.5% high-purity urea (AUS 32) and 67.5% deionized water. DEF is used as a consumable in selective catalytic reduction (SCR) in order to lower NO<sub>x</sub> concentration in the diesel exhaust emissions from diesel engines.

## 2.0 GENERAL REQUIREMENTS

- 2.1 All fuels procured under this Agreement 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, Renewable Green Diesel and/or Biodiesel fuel, Aviation Gasoline, Kerosene-Type Jet Fuel, and Diesel Emission Fluid 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 between a Participating Agency and a Supplier. As regulations change, amendments may be made to this Agreement to reflect those modified standards. The City reserves the right, at its sole discretion, to change the list of fuel types covered by this Agreement 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 shall supply specifications for such fuel to Supplier and all other suppliers awarded an Agreement no less than fifteen (15) days in advance of the first request for pricing for such fuels. This Agreement 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.
- 2.2 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 City or any Participating Agency's vehicle or contaminate the fuel storage tanks.

- 2.3 City and each Participating Agency will have their own designated representatives and methods of requesting delivery dates, sites and tracking of orders.
- 2.4 Allocation. In the event of a fuel shortage and/or catastrophic conditions, Supplier must be capable of providing fuel to the City and all Participating Agencies. The nature of City and Participating Agencies 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 Agreement will be made in a priority manner to City and 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 City and each Participating Agency requesting such.
- 2.5 Emergency Purchasing. In the event that an emergency or disaster is declared by City or a Participating Agency according to applicable laws governing states of emergency and disasters requiring the prompt and immediate delivery of products or services, City and the Participating Agency reserve the right to obtain such products or services from any source, including but not limited to this Agreement, 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 ORDERS**

Orders may be placed by telephone, fax or other method selected by City and each Participating Agency. Orders will include the specific delivery dates and sites as designated by the City and each Participating Agency. Order and Emergency contact information for Participating Agencies will be provided by the Participating Agencies.

### **4.0 DELIVERY/FREIGHT**

- 4.1 Fuel delivery charges are to be determined separately and apart from the Market Differential discussed in this Agreement. The Market Differential must not include cost estimates for delivery. The number and location of storage tanks at City and each Participating Agency, and the number and location of each Participating Agency necessitate that delivery charges be determined directly between Supplier and the City or each Participating Agency. Supplier must quote delivery charges directly to City and each Participating Agency upon request. Delivery charges shall be a direct cost pass-through to City and each Participating Agency. No mark-up or profit shall be added to actual freight / delivery costs to City or a Participating Agency. When determining delivery charges specific to City and 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 Participating Agencies reserve the right to add and/or delete delivery sites during the course of this Agreement.
- 4.2 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 each Purchase Order. Deliveries will be made in accordance with petroleum bulk storage regulations as designated by City and each Participating Agency. If there is a discrepancy between the purchase order and what is listed in this Agreement, it is Supplier's obligation to seek



clarification from the City and the Participating Agencies.

- 4.3 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. Supplier will adjust for volume changes by temperature variations. 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. City and each Participating Agency may examine, upon request, a copy of the metered ticket showing gallons loaded into the vehicle making delivery.
- 4.4 Guaranteed delivery times will be within twenty-four (24) hours from receipt of order, or as specified by City or the Participating Agency if delivery is desired 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, 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.
- 4.5 City and Participating Agencies shall ensure that storage tanks are accessible by Supplier, and it is strongly advised that a representative from City and Participating Agencies be present during the delivery. Failure of the City or Participating Agency to make appropriate arrangements, preventing delivery of product upon Supplier's arrival at delivery site, may result in a charge for the Supplier's transportation costs for that particular trip. City and 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 City or the Participating Agencies.
- 4.6 City and 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 the City or 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.
- 4.7 City and 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 City or Participating Agency accordingly. Supplier must have the ability upon request from the City or a Participating Agency, to be able to remotely monitor the City or Participating Agency's fuel monitoring system and send a fuel truck when a full load is required.
- 4.8 The Supplier shall provide fuel content labels/signs for each pumping station. These labels shall satisfy the requirements of the City's, or each Participating Agency's, state and local regulations. An environmental awareness decal/label shall be provided and displayed on each affected pump.

- 4.9 City, and each Participating Agency, may pick-up fuel in their own vehicle if so capable, and/or request delivery to bulk storage tanks at the City or the Participating Agency. It is anticipated that the majority of purchases will be on a “delivered” basis, but some Participating Agencies have appropriate vehicles and the desire to pick up fuel. In the event of City, or a Participating Agency, ordering fuel to be picked up in their own vehicle, no additional freight or delivery charges will be allowed under this Agreement.
- 4.10 Freight terms, to be specified by City and each Participating Agency at the time of order, shall be either:
- (1) FOB Origin – Title and risk of loss of fuel shall pass to City and each Participating Agency at the point the City or the Participating Agency actually receives and takes possession of fuel when loaded in the City’s or Participating Agency’s vehicle at the terminal. No delivery charges shall be charged or assessed; or
  - (2) FOB Destination - Title and risk of loss of fuel shall not pass to City or a Participating Agency until fuel is received and taken possession of at the point of delivery. Delivery charges to be a direct cost pass-through to City and each Participating Agency and added as a separate line item on the invoice. Delivery charges are to be pre-determined between Supplier and City, or each Participating Agency, prior to delivery.

## **5.0 INVOICES**

- 5.1 City and each Participating Agency will provide their billing addresses for submission of invoices. All invoices should reference, at a minimum, delivery ticket and the City’s or Participating Agency’s purchase order / requisition number, specific delivery dates and delivery times, and delivery location.
- 5.2 Invoices must clearly indicate the OPIS Benchmark Index per the terms of this Agreement 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 Agreement. 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 as separate line items on the invoice to derive the total cost to the City or the Participating Agency. If confirmation of pricing by City, a Participating Agency, or OMNIA Partners finds any discrepancy with the terms of this Agreement, Supplier shall make correction before payment of invoice or refund any overpayment for incorrect invoices already paid without any penalty assessed upon the City or a Participating Agency.
- 5.3 A copy of the bill of lading when applicable, shall be attached to the invoice.
- 5.4 It shall be the sole responsibility of the Supplier to maintain all licenses necessary to fulfill all duties and obligations of Supplier under this Agreement. Supplier will hold City of Fort Worth, all Participating Agencies, and OMNIA Partners harmless of any copyright infringements or penalties.

## **6.0 PAYMENTS**



Unless a Net 20 or Net 15 days is available and agreed upon, payment terms will be Net 30 days from the date of delivery or the receipt of an accurate invoice and bill of lading whichever is later.

## **7.0 REPORTING**

Supplier will be required to maintain data and provide documentation and/or reports of all petroleum products and gallons purchased by City and each Participating Agency. Supplier must be able to supply reports by delivery date, fuel type, amount delivered, costs, tank location and invoice number for City and each Participating Agency upon request.

## **8.0 OPIS LICENSING**

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 Agreement. OPIS prices are protected under strict copyright agreements and forwarding printed or electronic OPIS price reports is a violation of federal copyright law.

## **9.0 TESTING**

Deliveries of fuel under this Agreement 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 City or 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, including pumping out fuel and replacing as necessary.

**EXHIBIT B**  
**CITY OF FORT WORTH SPECIFICATIONS**

**EXHIBIT C**  
**PRICE SCHEDULE**

## **Qualifications and Capabilities of the Company**

---

All business is conducted at our Corporate Headquarters located in Fort Wayne, IN.

### **President- Michael Himes**

July 1979-present

Founded Petroleum Traders Corporation in 1979 leading us to now be the largest pure wholesale fuel distributor in the nation.

### **Vice President/Controller -Linda Stephens**

March 1982- present

Oversees all aspects of accounting for Petroleum Traders and their customers. Supervises the accounting staff and keeps track of all incoming and outgoing payments.

### **Contract Sales Manager- Gayle Newton**

December 1993- present

Manages the Contract Sales Department. This department is responsible for researching and maintaining thousands of bids per year throughout the county. At Petroleum Traders Corporation we pride ourselves on our excellent customer service and continue to improve our methods that will ensure our customers level of satisfaction.

### **Dispatch Manager- Rick Hauschild**

January 1991- present

Responsible to oversee, coordinate, and assist in the scheduling of deliveries of gas and distillates ensuring customer satisfaction in the most efficient, cost effective way possible.

### **Supply Manager- Mayleen Brinker**

March 1998- present

Performs purchasing of petroleum products and trading of Futures Contracts or Future Options for hedging and inventory purposes. Often handles special assignments and projects for profit analysis. Supervises tasks performed by Supply Specialists and Purchases/Futures Analysts.

### **Tax Manager- Dawn Wiggins**

April 2000- present

Maintains all current tax information for Petroleum Traders as well as their customers. Continually researching and updating ever changing tax requirements. Keeps all departments informed of all tax information as it becomes available.

## **Years of Experience**

Petroleum Traders Corporation was established in 1979 and has been a pure wholesaler of fuels for 40 years. We supply fuel to a large number of entities across 45 states including federal agencies, state governments, county governments, local and city governments, school districts, transportation systems, and private companies.

## **Qualifications**

Petroleum Traders Corporation has been a pure wholesaler of fuels since 1979. We are an experienced supplier of wholesale gasoline, premium and winter blend diesel, heating oil, as well as renewable fuels such as biodiesel and ethanol to government agencies across the country.

Our resources include a host of large and small local and nationally recognized carriers to complete fuel deliveries. We have accounts with 90% of the large and independent fuel refiners in the United States to better ensure availability of product in the event of difficulties within a region of the country.

Petroleum Traders maintains one of America's largest fuel distribution networks with supply points in 39 states nationwide. As a coast-to-coast pipeline shipper, we can satisfy your supply requirements through either delivery or direct terminal access throughout the continental US. Our supply spans the United States from coast to coast. We use a host of nationally recognized and local common carriers to facilitate delivery. Our supply sources include 90% of the major oil companies and large independent suppliers. Since its inception in 1979, our company has built its strength on a singular purpose: to meet and exceed the expectations of our customers in every aspect possible, including accountable service, quality products and customized pricing programs. Petroleum Traders Corporation is proud to be the largest pure wholesale fuel distributor in the country.

Petroleum Traders is an experienced supplier of wholesale gasoline, diesel fuel, heating oil, as well as renewable fuels such as biodiesel and E85 ethanol to government agencies. Working as either as a contract or spot supplier, we work alongside city, county, state, federal, and township government agencies to provide significant fuel cost savings and assist in budgeting with fuel price management. Petroleum Traders is familiar with and regularly participates in gasoline, diesel, and heating oil Request for Proposals (RFPs) and Invitation for Proposals (IFPs).

With Petroleum Traders, you're not only buying from a price leader, you're also getting the best proactive service in the business. Our prompt, responsive, and proactive customer service offers 24/7 communication to give you the attention you deserve. Emergency service is available as well to make sure you get the fuel you need when you need it the most.

Petroleum Traders Corporation consists of a staff of 119 employees divided into various departments to ensure the satisfaction of our customers. The Contract Sales/Bid Department currently consists of (13) employees ranging in experience from 2 to 16 years. The combined experience of the departments paired with the guidance of our upper management team will ensure that accurate and responsible service is provided.

Generally, 24 hours is all that is required to complete a delivery. Petroleum Traders Corporation makes every effort to provide consistent quality of service to its customers in times of national or local emergency and weather related natural disasters. Our resources include a stable of large and small local and nationally recognized carriers to complete fuel deliveries. Our carriers strive to fulfill all delivery requests as promptly as possible.

## **Related Experiences and References**

---

Petroleum Traders Corporation supplied over a billion gallons of fuel last year to a variety of customer. Below are but a few of the customers have supplied and transported fuel for:

### **Collin County**

700 A Wilmeth Road

McKinney, TX 75069

Contact Name: Nathaniel Pritchett

Ph: 972-548-3729

Supply & deliver Gasoline & Diesel Fuel.

Contract Completed: 10/1/2017-9/30/2020

### **Katy Independent School District, TX**

2901 Dulaney

Houston, TX 77084

Contact: Stephan Loveless

Ph: 281-396-2714

Supply & deliver Diesel Fuel.

Contract Completed: 8/25/2016-8/31/2020

**City of Corpus Christi**

5352 Ayers Street

Corpus Christi, TX 78415

Contact: Rachel Cayton

Ph: 361-826-1904

Supply & deliver Diesel Fuel.

Contract Completed: 8/31/2017-8/30/2020

**Contract Sales Bid Department**

---

All contact regarding bids or awarded contracts are handled by the Contract Sales Bid Department.

This will include all requests for fuel delivery as well as any questions about contract specifications, invoicing, pricing, taxes, or product information.

Orders can be placed by emailing [bidorders@petroleumtraders.com](mailto:bidorders@petroleumtraders.com), by **calling 1-888-637-7661 (direct toll free line as well as texting option), or 1-800-348-3705 option 4 (toll free company line)**. Any staff member who answers will be able to assist you.

Company Representatives that will be servicing your fuel contract if awarded, include, but are not limited to, the following Contract Sales Specialists.

The current Bid staff includes the following members

**Stephen Reuille**

**Kara Clark**

**Adam Carteaux**

**Nicole Perez**

**Bret Rhen**

**Kevin Smith**

**Mariah Moonen**

**Alicia Slife**

**Craig Tittman**

**Sabrina Darling-Kern**

**Danielle Smith**

**Allison French**

**Danyle Reith**

**Gayle Newton is the Contract Sales/Bids Manager.** Her email is

[gnewton@petroleumtraders.com](mailto:gnewton@petroleumtraders.com).

**Joseph Vanderpool and Amanda Durnell are the Assistant Managers.** Their email is

[jvanderpool@petroleumtraders.com](mailto:jvanderpool@petroleumtraders.com) and [adurnell@petroleumtraders.com](mailto:adurnell@petroleumtraders.com) respectively.

For our customer's convenience, Petroleum Traders Corporation may be reached 24 hours a day, 7 days a week, 365 days a year. During normal business hours of 7AM to 5PM we may be reached at 800-348-3705 ext. 4. For after hours, weekends, or holidays dial the same number, but choose option #1 for the on call member of our dispatch staff and leave a message. All calls are returned within one hour.

## **Invoicing Procedures**

---

Fuel Orders are placed and dispatched to the common carrier making delivery.

The common carrier makes delivery and submits a copy of the delivery ticket (signed by the customer's on site representative) to Petroleum Traders Corporation within 24-48 hours of delivery.

The delivery tickets are faxed or emailed to Petroleum Traders Corporation and an invoice is generated to be faxed, mailed, or emailed to the customer at their discretion for payment.

## **PAYMENT TERMS**

0% discount on Net 30



- Classification of Bidder
  - Petroleum Traders Corporation is a wholesaler of gasoline and diesel products. We pull from our own supply and deliver using our common carriers to deliver fuel to our customers.
- Maximum Delivery Time
  - Petroleum Traders Corporation commits to making deliveries within 24 hours placing an order.
- Delivery
  - The common carriers that Petroleum Traders Corporation utilizes in the fulfillment of our contracts are all properly equipped to safely and accurately deliver fuel. They also carry all required licenses and certificates needed in the delivery of petroleum products. Deliveries and invoices will be based on Net gallons delivered.
- First Responder
  - Petroleum Traders Corporation makes every effort to provide consistent quality of service to its customers in times of national or local emergency and weather related natural disasters. Our resources include a stable of large and small local and nationally recognized carriers to complete fuel deliveries. Our carriers strive to fulfill all delivery requests as promptly as possible provided that their drivers are not put in danger or required by local authorities to stay off the roads. In that event, they will complete emergency orders.
- Invoicing
  - Petroleum Traders Corporation will provide invoices as required with the information as outlined in the RFP.
- Quality Control
  - From the pipelines the fuel is dispersed into various terminals along the route of the pipeline. The fuel is again tested by the terminal to make sure that it meets the minimum EPA standards. Before the fuel is released by the terminal for pick up by our common carriers it has been tested twice.
- Warranties
  - The fuel delivered by Petroleum Traders Corporation will meet specifications. If it does not, then we agree to the terms expressed under warranties in the RFP.

## **FINANCIALS**

A comprehensive financial statement can be provided upon request

**FINANCIAL CAPABILITIES:**

Petroleum Traders maintains sufficient credit and financial capacity necessary for this contract.

**APPROACH TO CARRYING OUT SCOPE OF WORK:**

Petroleum Traders has access to multiple terminals to purchase from unbranded suppliers, including but not limited to: Brad Hall, Bunker One, US Oil, Wallis Oil, and Motiva. Supply letters can be provided upon request to guarantee supply through emergencies.

Petroleum Traders utilizes common carriers throughout the country. Petroleum Traders will manage the relationship with the carriers and all issues related to them. Please see attached Emergency Response Plan.

**FREIGHT TABLE:**

Freight Charges will be billed separately per invoice. Initial freight listed in the proposal is based on full transport deliveries which are 7,500 gallons of diesel and 8,500 gallons of gasoline. Any additional charges that could be assessed per entity are listed below and will be passed along to that particular entity, and will not be added to the initial margin.

**FEE SCHEDULE**

Differentials over the Opus Net / Dallas Metro / Daily / Contract Average:

Unleaded Gas with 10% Ethanol: ( -.0198)

Gas with 85% Ethanol: +.0167

On Road Clear Diesel: (-.0353)

Diesel with 5% Biodiesel: (-.0178)

Split Location Fee: \$60

Pump Fee: \$60 for above ground tanks

Charge for Full Loads: .0248 freight charge for gas and .0290 freight charge for diesel

Charge for Short Loads: Will be based on full load freight divided by the actual gallons.

Charge for Tank wagon Loads: Tank Wagon freight will be passed onto the individual entity

Late Payment: 1.5% per month penalty may be assessed for payments made on invoices beyond Net 30 Days.

Demurrage: \$75.00 per hour until delivery site is found for any retained product when the customer is unable to accept the full amount of product ordered.

Applicable taxes:

Gas:

Fed Lust: .0010

State Motor Fuel: .200

Diesel:

Fed Lust: .0010

State Motor Fuel: .200

Bio Diesel Blends:

Fed Lust: .0010

State Motor Fuel: .1900

See attached for Texas Delivery Fee Schedule

Red Dyed Diesel:

Petroleum Traders cannot deliver any kind of dyed diesel fuel until the City of Fort Worth can prove a license to buy it. If this is provided, a margin and tax sheet can be calculated.

**EXHIBIT D**  
**VERIFICATION OF SIGNATURE AUTHORITY**

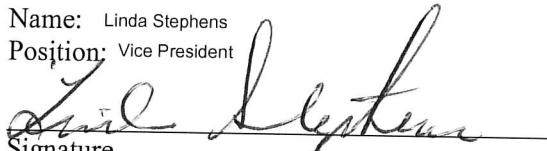
**COMPANY NAME** Petroleum Traders Corporation

**ADDRESS** 7120 Pointe Inverness Way PO Box 2357 Fort Wayne, IN 46801-2357

**ADDRESS**

Execution of this **Signature Verification Form** ("Form") hereby certifies that the following individuals and/or positions have the authority to legally bind Supplier and to execute any agreement, amendment or change order on behalf of Supplier. Such binding authority has been granted by proper order, resolution, ordinance or other authorization of Supplier. City is fully entitled to rely on the warranty and representation set forth in this Form in entering into any agreement or amendment with Supplier. Supplier will submit an updated Form within ten (10) business days if there are any changes to the signatory authority. City is entitled to rely on any current executed Form until it receives a revised Form that has been properly executed by Supplier.

1.   Name: Linda Stephens  
      Position: Vice President

  
Signature

2.   Name:  
      Position:

\_\_\_\_\_  
Signature

3.   Name:  
      Position:

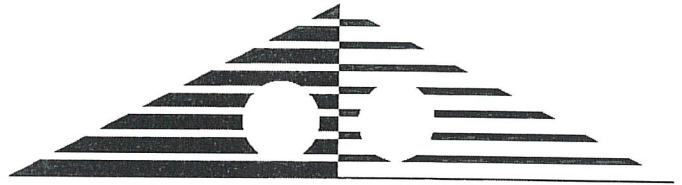
\_\_\_\_\_  
Signature

Name: See Attached Corporate Resolution

\_\_\_\_\_  
Signature of President / CEO

Other Title: \_\_\_\_\_

Date: \_\_\_\_\_



## PETROLEUM TRADERS CORPORATION

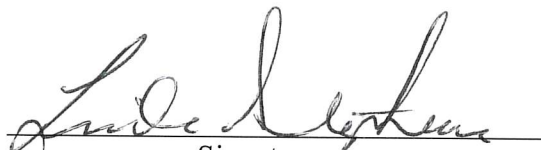
PO Box 2357  
Fort Wayne, IN 46801-2357  
888-637-7661

The undersigned, Glen A. Moonen, states that he is the duly elected and acting Secretary of Petroleum Traders Corporation, and Indiana corporation, and that the following is a true and correct copy of the Resolution duly adopted by the Board of Directors of said Corporation at a special meeting held on September 17<sup>th</sup>, 2007, and which Resolution continues in full force and effect, to-wit:

Resolved, that Linda Stephens as Vice President of the Corporation  
Be and is hereby authorized and on behalf of the Corporation  
To execute any and all documents.

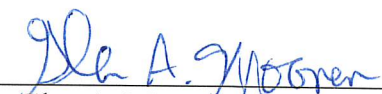
The undersigned further certifies that Linda Stephens is Vice President of Petroleum Traders Corporation and the signature after her name is the genuine signature of such individual.

Linda Stephens, Vice President

  
Signature

The undersigned further certifies that there is no provision in the Articles of Incorporation or By-Laws of the Corporation limiting the Board of Directors from passing the foregoing Resolution and such Resolution is not in violation of the provisions of said Articles of Incorporation and By-Laws.

Petroleum Traders Corporation

By:   
Glen A. Moonen, Secretary

**RFP NO. \_\_\_\_\_ EXHIBIT E  
AND SUPPLIER'S RESPONSE**



**INVITATION TO BID 19-0000015  
MOTOR AND AVIATION FUELS AND RELATED SERVICES**

**Addendum: No. 1**

**Original Bid Opening: September 26, 2019**

**Addendum Date: September 19, 2019**

**New Bid Opening Dated October 3, 2019**

**Bid No. 19-0000015 issued August 21, 2019 is amended as follows:**

**The purpose of this addendum is to amend and incorporate in full text the following provisions:**

**Answers to the questions received during the pre-proposals conference as well and questions via email.**

1. May I please have all documents provided in the pre-bid meeting?  
No documentation was provided during the pre-bid meeting.
2. Who is the incumbent(s)? Incumbents are the other Proposers
3. Are there any diversity goals for WBE/SBE vendors? No
4. May I have a copy of a recent gasoline invoice? This is a Public Information Request. Please click the link below. <http://fortworthtexas.gov/records/>
5. May I have a copy of a recent diesel invoice? This is a Public Information Request. Please click the link below. <http://fortworthtexas.gov/records/>
6. Are there any locations accepting Renewable Green Diesel? If so, please provide which location is accepting this type of diesel. It was requested to be added to our contract, and the City of Fort Worth may use this product in the future.
7. Per Attachment E – Rack Market Differential Pricing Spreadsheet, if an OPIS Rack Market doesn't exist for example: Coachella how do we proceed?  
Proposer's are to use the OPIS Daily Net Rack Average, Plus or Minus the proposers differential (Exp. -.02 or +.02) is the proposers differently on the spreadsheet.
8. Per Attachment E – Rack Market Differential Pricing Spreadsheet, are we allowed to submit a price for only certain products, not all products? It is recommended to price all products, otherwise it could cost the award of the agreement.
9. Will a metered bill of lading from the terminal be acceptable in lieu of the metered truck requirement? Not many Transport trucks are equipped with meters. Yes
10. If the supplier doesn't have a fueling facility within the 40 mile radius, would access to a refiners loading terminal within range suffice? If yes, would the City consider changing minimum gallons to 500 as those would be a refiner minimums for pumping purposes? Yes
11. Must we submit all of the New Jersey information if we are only bidding on locations in Texas? This is a National agreement, so all documentation will be required.
12. We are showing the Pricing Schedule as blank- is there a pricing form where all the vendors can enter their pricing? Attachment E-Rack Market Differential



Pricing Spreadsheet was provided. The information must be filled out in and submitted in excel on a two (2) USB drives.

13. What is the tentative start date of the contract? November 19<sup>th</sup> 2019
14. Are the contract extensions mutually agreed upon? Yes
15. Have any addendums been released for this proposal? No. This is Addendum 1.
16. How much of each product requested did the City order last year? 2.5 million
17. What percentage of the City contract is short or tank-wagon loads? Presently done in house, but could be approximately 25%
18. When is the tentative award date? September 28<sup>th</sup>, 2019;
19. Will you split the award by tank wagon and transport? Yes, if necessary.
20. How many consecutive years has the current vendor been awarded? 10 years
21. If we do not attend the proposal opening or it is not public, how and when will we be notified of the low bidder and can we receive a copy of the proposal tabulations? Due to the proprietary nature of an RFP, only the name of the respondents are read. Award is made based on best value.
22. Are we to calculate freight for the City portion of the proposal? Yes, All proposers must provide a freight pricing guide, to determine best value for the City of Fort Worth
23. Does the .0100 Administration Fee apply to bidding for the City? Yes
24. Can we just bid on the City portion of the proposal? No. If so, how would we fill in the Rack Market Differential Pricing Spreadsheet to show this? Dallas/Meter OPIS Net Rack Average
25. Could you please advise if you currently receive only unleaded gas and on road tex led diesel? If no, how many gallons of each mid-grade, and bio diesel products do you receive? Yes; however we require all fuels to be bid, so we have the ability to order any fuel we may change to throughout the contract term.
26. Looking at the last IFB from 2014 - could you please advise why PTC was not considered to be one of the awarded vendors? This is a Public Information Request. Please click the link below. <http://fortworthtexas.gov/records/>
27. For the potential locations outside of the Dallas region- how would we be expected to price those? All fuel sold will be at the Opis Net Rack Average, Plus/Minus Differential. The region will dictate the formulation of fuel product required.
28. Was any award made for any entities other than city of Fort Worth; The City of Fort Worth. The awarded Vendors were able to supply fuel through this National agreement. Please reference Section 1 Paragraph 1.2 National Contract.
29. Page 35 states, "Supplier's delivery trucks WILL BE EQUIPPED WITH CALIBRATED METERS to accurately measure quantities delivered." Do you require both tank wagon and transport trucks to be equipped with a calibrated meter? The calibration meters will apply to the Wagon/Boatload. Transport will require Bill of Lading, and sticking of the tanks to verify the delivery.
30. Will a metered bill of lading from the terminal be accepted in lieu of a metered delivery ticket for transport deliveries? Yes, including sticking of the tanks.
31. Are we to include our pricing for the City of Fort Worth within our pricing for the OMNIA portion of the bid? Pricing must be included with the bid.
32. Would you like us to create our own pricing page for the City of Fort Worth, separate from the OMNIA pricing pages? No, pricing should all be the same.

33. What are your estimated annual volumes by site? Our annual volume is inclusive for all transport deliveries equaling 2.5 million gallons.
34. Please provide a current invoice for gas. This is a Public Information Request. Please click the link below. <http://fortworthtexas.gov/records/>
35. Please provide a current invoice for diesel. This is a Public Information Request. Please click the link below. <http://fortworthtexas.gov/records/>
36. Please provide a current Bill of Lading for gas. This is a Public Information Request. Please click the link below. <http://fortworthtexas.gov/records/>
37. Please provide a current Bill of Lading for diesel. This is a Public Information Request. Please click the link below. <http://fortworthtexas.gov/records/>
38. Do you require vendors to bid on all products and sites? Yes.
39. Do you accept split deliveries where gas and diesel are on the same truck? We prefer transport loads; however another city may require a split load delivery
40. Can additional fees (split fees, pump charges) be added as a line item to your invoice? Yes; however those cost will be utilized in the evaluation.
41. Are any bonds required? No.
42. Do you require a performance bond? If so, do you wish to have a 100% performance bond? No.
43. Do you require a bid bond? No.
44. Is there a local preference for this bid? No.
45. Is there a DBE participation percentage goal? No.
46. Please specify which products you would like us to bid on for City of Fort Worth, TX. All petroleum products.
47. Please specify the volume for each respective product you would like us to bid on for City of Fort Worth, TX. Million on Unleaded and 1.5 on Diesel (This could be a mix of Bio Diesel or the New Renewal Diesel)
48. Please indicate which specific OPIS index you are requesting to be bid upon for each respective product for City of Fort Worth, TX? More specifically, which OPIS product? Dallas Metro OPIS Daily Net Rack Average
49. Are you requesting us to bid on all products defined in Section III- Scope of Work sections 1.3.1, 1.3.2, 1.3.3, 1.3.4, 1.3.5, 1.3.6, 1.3.7, 1.3.8, 1.3.9, and 1.3.10? Please respond to Attachment E – Rack Market Differential Pricing Spreadsheet
50. Do you require a specific format for the City of Fort Worth, TX pricing page? Please respond to Attachment E – Rack Market Differential Pricing Spreadsheet
51. Would you like us to follow the format of the OMNIA pricing pages for the City of Fort Worth, TX pricing page? Please respond to Attachment E – Rack Market Differential Pricing Spreadsheet
52. Section 5.10 of DELIVERY/FREIGHT on page 36 requests freight terms to be either FOB Origin or FOB Destination. Since these are opposing requests, are you wanting to pick up your own product (FOB origin) or requesting the product be delivered to you (FOB Delivered)? If you want to be priced both ways, please indicate the format of the pricing page so we can present these pricing options correctly. Freight Destination
53. In Section 5.0 DELIVERY/FREIGHT, you mention that “the Market Differential must not include cost estimates for delivery.” If you are requesting the market differential to exclude freight charges, how would you like us to indicate the cost of freight? Freight will be determined based on the closest terminals to your requesting destination. Freight will be a separate line item. (“Note: Freight Table spreadsheet must accompany your bid for evaluation.”)

54. In section 15.1.4 on page 20, could you please provide more details about how each category of evaluation criteria will be scored and what information will be used to determine that score? The bid evaluation will be based on "Overall Best Value." Price will be considered on the bid as well.
55. In regards to the Diesel Exhaust Fluid Pricing: It appears that attachment is requesting in column B rows 101-103 a cost for the storage containers of each volume size. It then appears that in the following columns D-CD that differentials to the OPIS posting are requested in the same sense that other refined fuel products are being priced off of. While OPIS does provide postings for the other products requested, Diesel Exhaust Fluid is not priced by the OPIS index but rather the NOLA index.
56. How should vendors fill out the current DEF pricing section? Utilize the OPIS posting
57. How should vendors provide Diesel Exhaust Fluid pricing? Per bulk gallon.
58. Can you please specify what a "bulk gallon containment" is? Are you requesting totes? Or bulk deliveries via tank-wagon or transport? The City will be requesting tank wagon/bobtail deliveries.
59. It appears as if the OMNIA administrative rebate is expressed in a percent of the total invoice amount. In the petroleum industry vendors profits are based on a cent per gallon basis as opposed to a percent of total goods sold basis. The price of the commodity itself will rise and fall throughout the contract but vendors will not make more or less as a result.
60. Will OMNIA consider turning the rebate fee towards a cent per gallon rebate? If so, what will the cent per gallon rebate be? The present you saw was an example; however the contract is based on \$.01 cent per gallon.
61. In regard to the pricing page: Each product has a row for pricing "Split Loads" delivery fees. Since section 5.0 DELIVERY/FREIGHT states that, "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." How should vendors complete this section of the pricing page if they plan on directly passing through all split load fees. The split load fee will be a separate line item for two different deliveries, because the site could not hold what was ordered.
62. In regard to the pricing page: for conventional and reformulated gasoline, gasoline is separated into three products – regular, midgrade, and premium. E10 gasoline also has OPIS postings throughout the country for regular, midgrade, and premium. How are we to price the E10 product? Dallas/Metro OPIS Net Rack Average price
63. For the City of Fort Worth's fuel deliveries, are you only requiring to be priced off of OPIS Dallas/Fort Worth Metro? Is there a pricing page for the City of Fort Worth, or any stipulations regarding the format of the pricing page for the City of Fort Worth? Fort Worth will utilize Dallas/Metro OPIS Net Rack Average price. **Please provide invoices and bill of lading for the City of Fort Worth.** We require Bill of Lading at the time of Delivery, Invoice will be mailed or emailed to our account payables.
64. Please clarify the difference between Transport and Short Transportation
  - Transport Load are 7,000 or more gallons.
  - Short Transport Loads are 4,001 to 6,999 gallons.
  - Bobtail/Wagon Loads are 100 to 4,000 gallons.

- Transport deliveries are normally produced through common carrier freight table.
  - Bobtail/Wagon loads may differ due to other fees that may be applicable.
  - All fees (Exp. Fright, Split Loads, Pump off, etc.) are separate line items and will be evaluated in determine the best value for the City of Fort Worth and other governmental agencies.
65. **Payment? 15 or 20 days with offered discount or offer or Net 30** The City of Fort Worth is inquiring if additional cost savings would apply for 15 or 20 day ACH payment.
66. **Is the City requesting a guaranteed delivery time of 24 hrs?** Yes.
67. **Specify freight terms?** This would be for freight operating on mileage adjusted from terminal utilizing common carrier freight table
68. **No OPIS page report or material will be sent with invoicing. Each entity will be required to purchase their own OPIS report.** Yes. This wasn't a requirement, only the ability to assist other governmental agencies on what's required to price check daily Net Rack Average, purchasing fuel from the awarded proposer.
69. **TxLED and additive, w or w/out bio as a lubricity agent and it be a 5% blend cannot be called bio diesel, it is a pure D975in Texas. Bio Diesel explained the BQ-9000 program.** Yes, however; this process will be done at the location where transports or bobtails pull the product from.
70. **Does the outline and History in the part sent to Ft. Worth count or does.** All information requested in the RFP as well as any documents provided by the Supplier as part of their proposal counts and will be evaluated accordingly. See Sections 5.5 Requirements and 15.1 Proposal Evaluation Process and Criteria for more details.
71. **The info under company have to be addressed in this section as well?** Yes, any information requested in the RFP is to be provided. Failure to include pertinent information may negatively impact the Supplier's score or may deem Supplier non-responsive. However, Supplier's may mark documents Confidential to prevent them from being openly shared to the public
72. **Provide the contract sales and the amount the supplier will guarantee each year???** For the 3 years as written in the master agreement. Guarantees minimum contract sales the administrative fee will be based on the contract sales or the calculated based on the greater of the two. I & II & III & IV are also in question. Administrative Fee 9a % or flat rare) ? Explain bid mark 14. Items in 7,8, & 9 in reference to Procuring Party GPO Contract & Supplier. The fee is indicated in the last paragraph under Section 1.2 Marketing, Sales and Administrative Support of Exhibit A. Additional gallons sold will be treated the same as estimated or guaranteed contract sales of \$0.01 per gallon, and over the guaranteed gallons. It is up to the awarded Supplier(s) to maintain sales for the contract term. Suppliers should do their best to answer the items requested in the RFP in their entirety based on their current operations.

All other terms and conditions remain the same.



**LaKita Slack-Johnson**  
**Buyer II, Purchasing**

.....  
COMPANY NAME: Petroleum Traders Corporation

SIGNATURE: Gayle Newton  
Gayle Newton, Contract Sales Manager

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/23/2019

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

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

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

CONTACT  
NAME: Renee Riles

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

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

E-MAIL  
ADDRESS: riles@lupkerice.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Ohio Security Insurance Company

24082

INSURER B : Crum & Forster Specialty Insurance Company

44520

INSURER C : Evanston Insurance Company

35378

INSURER D :

INSURER E :

INSURER F :

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

PETRTRA-01

## COVERAGES

CERTIFICATE NUMBER: 469410789

REVISION NUMBER:

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

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

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

## CERTIFICATE HOLDER

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE



**PETROLEUM TRADERS  
CORPORATION**

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

10/1/2019

City of Fort Worth, TX  
Purchasing Division - Lower Level City Hall  
200 Texas Steet  
Fort Worth, TX 76102

Re: Certificate of Insurance

To Whom It May Concern:

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

Thank you for your understanding,

Gayle Newton,  
Contract Sales Manager



**PETROLEUM TRADERS  
CORPORATION**

7120 Point Inverness Way  
Fort Wayne, IN 46804-7928

## **Emergency Response Plan**



## **Emergency Response Plan**

---

Petroleum Traders Corporation makes every effort to provide consistent quality of service to its customers in times of national or local emergency and weather related natural disasters. Our resources include a stable of large and small local and nationally recognized carriers to complete fuel deliveries. Our carriers strive to fulfill all delivery requests as promptly as possible provided that their drivers are not put in danger or required by local authorities to stay off the roads. In that event, they will complete emergency orders.

Giving the unpredictable nature of natural disasters and storms, there are certain situations that will need to be taken into consideration that may impact the ability or limit the supply of fuel to an impacted area:

- Natural disasters may interrupt the normal supply of fuel into the immediate area and surrounding regions. This may impact the availability of fuel to any supplier and at times may require carriers and suppliers to pull fuel from non-standard distances.
- Damages during and immediately after may prevent access to supply points or disrupt terminal operations.
- Federal, state, and local authorities may regulate or restrict travel for non-emergency vehicles.
- Federal, state, and local agencies may take control or impose restrictions on fuel supply depending on the nature and severity of the situation.

The above is not an exhaustive list, but is a representation based on our experience in some of the most severe situations which are often times beyond anyone's control. With Petroleum Traders Corporation having accounts with 90% of all major and large independent fuel producers in the United States under normal conditions Petroleum Traders Corporation has regular access to supply. When adverse conditions affect one area, supply is generally available elsewhere and so steps are taken to procure fuel from there to be delivered into the affected area.

Petroleum Traders Corporation has a number of customers in high risk storm zones, and as such we constantly monitor news, weather, and other resources for events that may cause impact to our customers. This monitoring happens on several levels to ensure notification is sent out to the correct areas and departments that will need to begin preparing for plans of action.

- If a storm is projected to impact any delivery area locations, Petroleum Traders' personnel will contact the site personnel or leadership to identify key priorities or needs and respond accordingly several days ahead of time.
  - General recommendations:
    - Sites should ensure all vehicles are topped off.
    - After tanks have been depleted topping off vehicles, get readings and call in orders to ensure tanks are filled to maximum capacity. Any short load costs may prove beneficial as conditions of fuel supply capabilities may potentially be unstable for some time after a storm.
    - Vehicles may want to fuel up at retail locations for one to two days prior to any forecasted impact. This will help maintain your bulk fuel tank reserves during and after a storm as fuel supply availability is unpredictable immediately before and after impact.
    - Clear tank areas of any potentially damaging materials/equipment
    - Ensure tanks are fitted with water tight caps to prevent possible water leakage into the tank.
- We will contact our local carriers to arrange continued deliveries up to several hours prior to the predicted onset of dangerous weather or as permitted by either safety conditions or authorities.
  - If it is likely that a tropical storm will cause an impact any of your fuel sites and any of our local carriers, Petroleum Traders will contact our carriers outside the possible impact area to prepare for possible fuel needs after any storm passes.
  - We work with our customers to fairly mitigate additional expenses in the event that there is a severe impact to fuel supply in the area and Petroleum Traders needs to pull from non-standard distances.
- Petroleum Traders will monitor the weather or situation and be available to arrange with our carriers to resume needed deliveries as soon as conditions are safe to begin or local authorities allow.
  - We will continue to work with out-of-area carriers and the fuel delivery sites until local carriers can resume making deliveries or local supply becomes available.

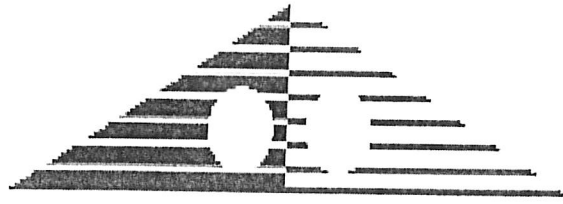
Historically, in times of disaster, this process has involved locating product and transporting it across the state as well as procuring fuel out of state as necessary. When this extreme happenstance occurs, we would request customers to understand the increased costs necessary to be passed along to the end user.

We also make every attempt to formulate arrangements with carriers in an area for guaranteed availability of loads delivered provided product is available.

In the event there is any disruption in supply because of an emergency, Petroleum Traders Corporation has the following procedures in place in order to meet your fuel supply needs:

- We will have contacted carriers in other cities and surrounding states where supply is available to prepare them for the possibility of longer runs into your fuel sites where supply may not be available.
  - A list of local carriers include:
    - 4Refuel
    - Falls Transport
    - Lucky Lady
    - Regional Transport
  - Petroleum Traders access to supply in the immediate area includes (including but not limited to):
    - Truman Arnold
    - NGL Crude Logistics
    - Global Companies
    - Brad Hall
    - Sun Company
    - Wallis Oil
    - Motiva
    - Valero
    - Bunker one
  - Outside of the immediate area, we have access to supply in
    - Oklahoma City, OK
      - Coffeyville
      - Valero
      - Musket
      - Hartland
    - Shreveport, LA
      - Calumet
      - Coulson Oil
      - Musket
      - Lion Oil

- Petroleum Traders is a pipeline shipper. We have an average inventory of our own fuels exceeding 30 million gallons. Our supply department is notified during times of fuel emergencies as to where our supply needs to be redirected.
- Petroleum Traders Corporation can be contacted 24 hours per day, 7 days per week, and 365 days per year.
  - During normal business hours of 7:00 AM to 9:00 PM please call 1-800-348-3705 and select option #4.
  - After hours, weekends, or holidays call 1-800-348-3705 and select option #1 for an on-call member of dispatch.
- Petroleum Traders emergency personnel are available 24/7 during times of emergency, disaster, supply disruption, etc.
  - Emergency phone numbers include:
    - Rick Hauschild, Distribution Manager: 800-348-3705 x 6373
    - Gayle Newton, Contract Sales Manager: 800-348-3705 x 6347
    - Mayleen Brinker, Supply Manager: 800-348-3705 x 6343
  - Additional alternate numbers can be provided if needed.



PETROLEUM TRADERS  
Corporation

## AFFIRMATIVE ACTION PLAN

Edited July 31<sup>st</sup>, 2016

# Table of Contents

EEO Policy Statement

Policy Dissemination

Roles and Responsibilities

Utilization and Goals

Human Resource Practices (Recruiting, Hiring, Training, Promoting)

Compliance with Discrimination Guidelines

Reporting System and Internal Audits

PTC Sexual or Racial Harassment Policy and Procedure

Recruitment Source Letter

Discrimination Acts

- A. Age Discrimination in Employment Act of 1967 (ADEA)
- B. Disability Discrimination Title of the Americans with Disability Act of 1990
- C. Equal Pay and Compensation Discrimination Equal Pay Act of 1963, and Title VII of the Civil Rights Act of 1964
- D. National Origin Discrimination Title VII of the Civil Rights Act of 1964
- E. Pregnancy Discrimination Title VII of the Civil Rights Act of 1964
- F. Race/Color Discrimination Title VII of the Civil Rights Act of 1964
- G. Religious Discrimination Title VII of the Civil Rights Act of 1964
- H. Retaliation Title VII of the Civil Agency Affirmative Action Policy

Tables

Workforce Analysis.....Table A

Employee Percentages.....Table B

Goal Tables.....Table C-D

Forms

Annual Applicant Flow Data.....	Form 1
3 Year Employees Hired.....	Form 2
3 Year Employees Terminated.....	Form 3
3 Year Employees Promoted.....	Form 4
3 Year Employees Demoted.....	Form 5

## **EEO POLICY STATEMENT**

(Equal Employment Opportunity / Affirmative Action Statement)

This statement reaffirms Petroleum Traders Corporation's (PTC) policy of providing Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity Affirmative Action laws, directives and regulations of Federal, State and Local governing bodies.

PTC affords equal opportunity regardless of race, color, religion, national origin, sex, sexual orientation, marital status, age, veteran status or handicap and provides a work environment free of bias based on such categories.

This policy applies to every phase of our operation, including, but not limited to, the following: Recruitment, hiring, promotion, demotion, transfer, compensation, benefits, termination, layoff and return from layoff, selection for training, company sponsored educational, social and recreational programs and any other aspect of employment.

PTC prohibits the harassment of any employee or job applicant on the basis of their protected class status.

PTC will commit the necessary time and resources, both financial and human, to achieve the goals of Equal Employment Opportunity and Affirmative Action.

PTC will evaluate the performance of its management personnel on the basis of their involvement in achieving these Affirmative Action objectives as well as other established criteria. Any employee of this Company who do not comply with the Equal Employment Opportunity Policies and Procedures set forth in this Statement and Plan will be subject to disciplinary action.

PTC has appointed Michael Himes as EEO Coordinator to manage the Equal Employment Opportunity Program. The responsibilities will include monitoring all Equal Employment Opportunity activities and reporting the effectiveness of this Affirmative Action Program, as required by Federal, State and Local agencies. If any employee or applicant for employment believes he/she has been discriminated against, please contact the EEO Coordinator.



## **POLICY DISSEMINATION**

### **Internal Policy Dissemination**

1. The company's EEO policy is described in a memorandum from the presidents of Petroleum Traders Corporation and is periodically updated and distributed to all employees, kept posted on bulletin boards, and given to all new hires. The actual policy is posted on the network public domain where employees can access it at any time.
2. Management and other employees engaged in hiring, placement, training, transfer and promotion decision and/or processing are informed of the obligations imposed by EEO laws and regulations, and of their individual responsibilities implementing and supporting affirmative action objectives.
3. The required posters concerning equal employment, age discrimination, equal pay, disabled veterans and the handicapped are displayed in conspicuous places on bulletin boards in all buildings in which employees are located and in hiring or reception areas.

### **External Policy Dissemination**

1. All major recruiting resources are informed in writing on an annual basis and verbally more frequently, of the company's EEO policy. These sources are requested to actively recruit and refer minorities and women to all positions for normally hires.
2. All employment advertisements contain the phrase "Equal Opportunity Employer M/F/D/V/SO".
3. In the rare case in which company advertising would feature pictures of employees, minority and nonminority group members of both sexes would be depicted.
4. The Company communicates to prospective employees the existence of our affirmative action plan.

## **ROLES AND RESPONSIBILITIES**

### **EEO/Affirmative Action Officer**

The EEO Officer for PTC is Michael Himes. Their responsibilities are any of the following.

1. Develop a policy statement, a written Affirmative Action Program, as well as internal and external communication procedures.
2. Assist management in identifying problem areas, set goals and timetables, and develop programs to achieve goals. Programs shall include specific remedies to eliminate any discriminatory practices discovered in the employment system.
3. Design, implement, and monitor internal audit and reporting systems to measure progress and where further action is needed.
4. Serves as a liaison between the company, government regularity agencies, minority and women's organizational and other community service.
5. Assure that the current legal information affecting affirmative action is communicated to managers and other responsible officials.

### **Managers**

1. Every manager is responsible for supporting and implementing the Company's commitment to hiring and advancing minority and female employees, and for maintaining an atmosphere which is free of bias and harassment
2. Identify problem areas in practices and procedures, and work to find solutions to those problems

## **DETERMINING UTILIZATION, GOALS AND TIMETABLES**

### **Utilization Analysis**

Steps taken to accomplish our Utilization Analysis

1. The percentage of minorities of women with requisite skills in the reasonable recruitment area (External Factor)
  - a. Information gathered from the 2000 Census Bureau
  - b. Use an On-Line Internet based application for calculations
2. The percentage of minorities or women amount those promotable, transferable and trainable within the organization (Internal Factor)

### **Goal Statement**

The total size of PTC limits the promotion opportunities for all employees. However, as the company grows and promotion opportunities arise, all women and minorities will be encouraged to apply for these positions. Every attempt will be made to provide additional training for these employees- enabling them to move upward within the company.

### **Long-Term Workforce Goals**

Long-term (three year percentage goals) have been established by job group for achievement in a three-year period ending December 31, 2017. Long-Term percentage goals may be adjusted when the goal is achieved prior to the three-year period.

Tables A-D list PTC's level workforce goals for minorities and women.

### **Short-Term Workforce Goals**

Short-term goals will be established annually. This will provide the opportunity to make goal adjustments based on turnover rates or changes in job group growth rates.

### **Timetable**

The placement and workforce percentage goals in effect for a three-year period (January 1, 2015- December 31, 2017) Placement and workforce goal achievements will be evaluated annually in the EOP Annual Progress Report.

## **HUMAN RESOURCE PRACTICES (RECRUITING, HIRING, PROMOTION & TRAINING)**

### **Recruiting**

1. All solicitation or advertisements for employees placed by or in behalf of PTC will state that all qualified applicants will receive consideration for employment, regardless of their race, color, creed, religion, national origin, sex, sexual preference, disability, age, or marital status.
2. PTC will make job opportunity information available to potential applicants from both protected and non-protected class groups. We will not indicate, in help-wanted advertisements, any preference, limitation or specification base on gender.
3. PTC will contact local, state and federal employment referral agencies and women's agencies in order to actively seek minorities and women for employment and will give these agencies a reasonable amount of time to locate and refer applicants to us.

### **Hiring**

1. The minority and sex composition of applicants and hires is reviewed periodically to ascertain whether substantial numbers are applying for jobs and to assure that the selection process is not adversely affecting the facility's ability to meet its affirmative action obligations.
2. All employees engaged in making hiring decision are trained to assure nondiscrimination in decision making.
3. The company employment application form recites that the company is an Equal Opportunity employer.

### **Promotions and Training**

1. The records of minority and female employees are reviewed to assure that qualified individuals are given equal consideration as opportunities for upgrading, promotion and transfer occur. Management counsels and assists minorities and female employees when additional training and experience would be helpful for advancement.
2. In evaluating management and supervisory employees, the company measures affirmative action performance along with other criteria necessary for acceptable management job performance.

## **COMPLIANCE WITH DISCRIMINATION GUIDELINES**

### **Sex Discrimination**

1. The Company attempts to recruit employees of both sexes for all jobs.
2. The Company does not express a sexual preference in advertisements in newspapers, and other media.
3. The Company's written policy expressly states that there shall be no discrimination against employees on account of sex. The Company is committed to preventing sexual harassment of employees and communicates this commitment to all employees.
4. The Company provides employees of both sexes with an equal opportunity to fill any available job that they are qualified to perform.
5. The Company does not make any distinction between married and unmarried persons of one sex that is not made between married and unmarried persons of the opposite sex. Indeed, it is the Company's policy not to consider marital status in making employment decision. The Company does not deny status in making employment decision. The Company does not deny employment to women with young children.
6. The Company does not make any distinction based upon sex in employment opportunities, wages, hours or other condition of employment.
7. The Company has appropriate physical facilities for both sexes and therefore, does not refuse to hire men and women or deny men or women employment because there are no restrooms or associated facilities.
8. The Company will not deny a female employee the right to a job that she is qualified to perform in reliance upon any state "protective class".
9. The Company does not penalize women in the condition of employment because they require time away from work on account of childbearing. Disabilities related to pregnancy and childbirth is treated like other medical disabilities for all purposes, including entitlement to paid medical leave and health insurance coverage.
10. The Company does not specify any difference for male and female employees on

the basis of sex in either mandatory or optional retirement age. Retirement policies are the same for men and women.

11. The Company's wage schedule are not related to or based on the sex of the employees.
12. The Company does not restrict one sex to certain job classifications. The Company provides qualified female employees the opportunity for placement in all department where there are job openings.

#### **Religion or National Origin**

1. The Company does not discriminate against employees or applicants for employment because of religion or national origin, and its written policy expressly so. Consequently, it is believed that the Company's employees at every level fairly reflect the religious and ethnic composition of the available workforce. Positive efforts are made to attract the employ qualified candidate from diverse background and nationalities.
2. The Company accommodates the religious observance and practices of employees and prospective employees, including those who may be conscientiously opposed to working on their Sabbath and religious holidays, so long as such accommodations can be made without undue hardship on the conduct of business.

#### **Additional**

PTC abides by all of the following:

1. Age Discrimination in Employment Act of 1967 (ADEA)
2. Disability Discrimination Title I of the Americans with Disability Act of 1990
3. Equal Pay and Compensation Discrimination Equal Pay Act of 1963, and Title VII of the Civil Rights Act of 1964
4. Race/Color Discrimination Title VII of the Civil Rights Act of 1964
5. Retaliation Title VII of the Civil Agency Affirmative Action Policy
6. Sexual Harassment Title VII of the Civil Rights Act of

1964

## **REPORTING SYSTEM AND INTERNAL AUDITS**

To monitor and measure the success of PTC's affirmative action plan

### **Records**

1. Records will be maintained, by race, sex and disability for personnel action which include: applicant flow, hiring, promotions, demotions, and terminations.
2. A monthly report showing the number of employees and the hours they worked will be completed and submitted to the Affirmative Action Officer.

### **Progress Reports**

1. A written report will be prepared and forwarded to the corporate president at the end of each Affirmative Action quarter. The report will include the following:
  - a. A narrative of the progress toward each goal established in the affirmative action plan.
  - b. A narrative explanation for any goals not met and the reasons why
  - c. Summary of any other affirmative action efforts
    1. Minority, female and disabled resources contacted, date of contact and results.

### **Meetings**

1. Quarterly meetings will be held with the corporate officers and managerial staff to discuss the program effectiveness and recommendations for improvement.

### **Year End Report**

1. A written report will be prepared and submitted summarizing all the data previously prepared and will include at least the following:
  - a. A twelve month statistical report for personnel actions taken per job group
  - b. An explanation of accomplishment for each goal
  - c. An explanation of good faith efforts taken for each goal not met.

## **POLICY STATEMENT ON INAPPROPRIATE HARASSMENT**

Petroleum Traders Corporation is opposed to and prohibits the inappropriate (sex, race, age, religion, . . .) harassment of any employee by another. Violation of this policy is considered serious misconduct and may be cause for disciplinary action up to and including termination of employment. Any employee of Petroleum Traders Corporation may report any unwelcome conduct without fear of jeopardizing their employment.

Sexual harassment may take the form of a demand, express or implied, for sexual favors or submission to sexual conduct as a condition of receiving or retaining particular benefits of employment.

Inappropriate harassment includes any conduct, verbal or physical, which has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Racial epithets, offensive language used in reference to a person's race, sex, age, etc., jokes of sexual or racial character and the display of lewd or degrading pictures or cartoons may constitute inappropriate harassment.

Any employee who believes they are the victim of such harassment should do any or all of the following:

### **PROCEDURE**

1. Inform the person who is engaging in the conduct that it is unwelcome and request that it be stopped.
2. Report the conduct to your supervisor. If the supervisor is engaging in the conduct, or if other circumstances exist which cause the employee to believe discussion with the supervisor would be inappropriate, report the conduct to senior management.
3. If reporting the conduct to the supervisor or personnel director does not result in prompt and adequate remedial action, report the conduct to the president.



## Sample Letter to Recruitment Company

Dear Express Employment Professionals,

As a government fuel supplier, Petroleum Traders Corporation, must comply with the provisions of Executive Order 11246, as amended, and other existing laws related to Equal Employment Opportunity (EEO). Part of our commitment to EEO is to take affirmative action to ensure that job seekers are recruited; job applicants are considered for employment opportunities; and employees are treated without regard to their race, color, religion, sex, national origin, or status as a qualified individual with a disability or Vietnam era or other protected veteran.

You can support and share in our commitment when you assist us with our employment needs. As we contact you for assistance in filling specific open positions, we wish your help in identifying qualified applicants for consideration. Whenever possible, please refer qualified minorities, women, persons with disabilities, Vietnam era veterans, and other protected veterans. Although, we specifically have requested that Express Employment Professionals refer minority group members and women, Petroleum Traders Corporation welcomes referrals of all qualified applicants regardless of their race, color, religion, sex, national origin, or status as a qualified individual with a disability or protected veteran.

Your assistance in referring all qualified candidates will help us to achieve our commitment to Equal Employment Opportunity. Thank you in advance for your cooperation.

Sincerely,

Human Resources Manager

# **Age Discrimination in Employment Act of 1967**

The Age Discrimination in Employment Act of 1967 (ADEA) protects individuals who are 40 years of age or older from employment discrimination based on age. The ADEA's protections apply to both employees and job applicants. Under the ADEA, it is unlawful to discriminate against a person because of his/her age with respect to any term, condition or privilege of employment, including hiring, firing, promotion, layoff, compensation, benefits, job assignments and training.

It is also unlawful to retaliate against an individual for opposing employment practices that discriminate based on age or for filing an age discrimination charge, testifying or participating in any way in an investigation, proceeding or litigation under the ADEA.

The ADEA applies to employers with 20 or more employees, including state and local governments. It also applies to employment agencies and labor organizations, as well as to the federal government. ADEA protections include:

## **Apprenticeship Programs**

It is generally unlawful for apprenticeship programs, including joint labor-management apprenticeship programs, to discriminate on the basis of an individual's age. Age limitations in apprenticeship programs are valid only if they fall within certain specific exceptions under the ADEA or if the EEOC grants a specific exemption.

## **Job Notices and Advertisements**

The ADEA generally makes it unlawful to include age preferences, limitations or specifications in job notices or advertisements. A job notice or advertisement may specify an age limit only in the rare circumstances where age is shown to be a "bona fide occupational qualification" (BFOQ) reasonably necessary to the normal operation of the business.

## **Pre-Employment Inquiries**

The ADEA does not specifically prohibit an employer from asking an applicant's age or date of birth. However, because such inquiries may deter older workers from applying for employment or may otherwise indicate possible intent to discriminate based on age, requests for age information will be closely scrutinized to make sure that the inquiry was made for a lawful purpose, rather than for a purpose prohibited by the ADEA.

## **Benefits**

The Older Workers Benefit Protection Act of 1990 (OWBPA) amended the ADEA to specifically prohibit employers from denying benefits to older employees. Congress recognized that the cost of providing certain benefits to older workers is greater than the cost of providing those same benefits to younger workers and that those greater costs would create a disincentive to hire older workers. Therefore, in limited circumstances, an employer may be permitted to reduce benefits based on age, as long as the cost of providing the reduced benefits to older workers is the same as the cost of providing benefits to younger workers.

## **Waivers of ADEA Rights**

An employer may ask an employee to waive his/her rights or claims under the ADEA either in the settlement of an ADEA administrative or court claim or in connection with an exit incentive program or other employment termination program. However, the ADEA, as amended by OWBPA, sets out specific minimum standards that must be met in order for a waiver to be considered knowing and voluntary and, therefore, valid. Among other requirements, a valid ADEA waiver must:

1. Be in writing and be understandable.
2. Specifically refer to ADEA rights or claims.
3. Not waive rights or claims that may arise in the future.
4. Be in exchange for valuable consideration.
5. Advise the individual in writing to consult an attorney before signing the waiver.
6. Provide the individual at least 21 days to consider the agreement and at least seven days to revoke the agreement after signing it.

If an employer requests an ADEA waiver in connection with an exit incentive program or other employment termination program, the minimum requirements for a valid waiver are more extensive.

---

## **ADA/ADAAA Policy**

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA) are federal laws that require employers with 15 or more employees to not discriminate against applicants and individuals with disabilities and, when needed, to provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of PTC to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is the company policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

### **Procedures**

When an individual with a disability requests accommodation and can be reasonably accommodated without creating an undue hardship or causing a direct threat to workplace safety, he or she will be given the same consideration for employment as any other applicant. Applicants who pose a direct threat to the health, safety and well-being of themselves or others in the workplace when the threat cannot be eliminated by reasonable accommodation will not be hired.

PTC will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation or if the accommodation creates an undue hardship to PTC. Contact human resources (HR) with any questions or requests for accommodation.

All employees are required to comply with the company's safety standards. Current employees who pose a direct threat to the health or safety of themselves or other individuals in the workplace will be placed on leave until an organizational decision has been made in regard to the employee's immediate employment situation.

Individuals who are currently using illegal drugs are excluded from coverage under the company ADA policy.

The HR department is responsible for implementing this policy, including the resolution of reasonable accommodation, safety/direct threat and undue hardship issues.

### **Terms Used in This Policy**

As used in this ADA policy, the following terms have the indicated meaning:

- **Disability:** A physical or mental impairment that substantially limits one or more major life activities of the individual, a record of such an impairment, or being regarded as having such an impairment.
- **Major life activities:** Term includes caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating and working.
- **Major bodily functions:** Term includes physical or mental impairment such as any physiological disorder or condition, cosmetic disfigurement or anatomical loss affecting one or more body systems, such as neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, immune, circulatory, hemic, lymphatic, skin and endocrine. Also covered are any mental or psychological disorders, such as intellectual disability (formerly termed "mental retardation"), organic brain syndrome, emotional or mental illness and specific learning disabilities.
- **Substantially limiting:** In accordance with the ADAAA final regulations, the determination of whether an impairment substantially limits a major life activity requires an individualized assessment, and an impairment that is episodic or in remission may also meet the definition of disability if it would substantially limit a major life activity when active. Some examples of these types of impairments may include epilepsy, hypertension, asthma, diabetes, major depressive disorder, bipolar disorder and schizophrenia. An impairment, such as cancer that is in remission but that may possibly return in a substantially limiting form, is also considered a disability under EEOC final ADAAA regulations.
- **Direct threat:** A significant risk to the health, safety or well-being of individuals with disabilities or others when this risk cannot be eliminated by reasonable accommodation.
- **Qualified individual:** An individual who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires.
- **Reasonable accommodation:** Includes any changes to the work environment and may include making existing facilities readily accessible to and usable by individuals with disabilities, job

restructuring, part-time or modified work schedules, telecommuting, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modifications of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.

- Undue hardship: An action requiring significant difficulty or expense by the employer. In determining whether an accommodation would impose an undue hardship on a covered entity, factors to be considered include:
  - The nature and cost of the accommodation.
  - The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation, the number of persons employed at such facility, the effect on expenses and resources, or the impact of such accommodation on the operation of the facility.
  - The overall financial resources of the employer; the size, number, type and location of facilities.
  - The type of operations of the company, including the composition, structure and functions of the workforce; administrative or fiscal relationship of the particular facility involved in making the accommodation to the employer.
- Essential functions of the job: Term refers to those job activities that are determined by the employer to be essential or core to performing the job; these functions cannot be modified.

The examples provided in the above terms are not meant to be all-inclusive and should not be construed as such. They are not the only conditions that are considered to be disabilities, impairments or reasonable accommodations covered by the ADA/ADAAA policy.

---

## Equal Pay Act of 1963

The right of employees to be free from discrimination in their compensation is protected under several federal laws, including the following enforced by the U.S. Equal Employment Opportunity Commission (EEOC): the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 and Title I of the Americans with Disabilities Act of 1990.

The Equal Pay Act requires that men and women be given equal pay for equal work in the same establishment. The jobs need not be identical, but they must be substantially equal. It is job content, not job titles, that determines whether jobs are substantially equal. Specifically, the EPA provides:

Employers may not pay unequal wages to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed under similar working conditions within the same establishment. Each of these factors is summarized below:

**Skill:** Measured by factors such as the experience, ability, education and training required to perform the job. The key issue is what skills are required for the job, not what skills the individual employees

may have. For example, two bookkeeping jobs could be considered equal under the EPA even if one of the job holders has a master's degree in physics, since that degree would not be required for the job.

**Effort:** The amount of physical or mental exertion needed to perform the job. For example, suppose that men and women work side by side on a line assembling machine parts. The person at the end of the line must also lift the assembled product as he or she completes the work and place it on a board. That job requires more effort than the other assembly line jobs if the extra effort of lifting the assembled product off the line is substantial and is a regular part of the job. As a result, it would not be a violation to pay that person more, regardless of whether the job is held by a man or a woman.

**Responsibility:** The degree of accountability required in performing the job. For example, a salesperson who is delegated the duty of determining whether to accept customers' personal checks has more responsibility than other salespeople. On the other hand, a minor difference in responsibility, such as turning out the lights at the end of the day, would not justify a pay differential.

**Working Conditions:** This encompasses two factors: (1) physical surroundings, such as temperature, fumes and ventilation; and (2) hazards.

**Establishment:** The prohibition against compensation discrimination under the EPA applies only to jobs within an establishment. An establishment is a distinct physical place of business rather than an entire business or enterprise consisting of several places of business. However, in some circumstances, physically separate places of business should be treated as one establishment. For example, if a central administrative unit hires employees, sets their compensation and assigns them to work locations, the separate work sites can be considered part of one establishment.

Pay differentials are permitted when they are based on seniority, merit, quantity or quality of production, or a factor other than sex. These are known as "affirmative defenses," and it is the employer's burden to prove that they apply.

In correcting a pay differential, no employee's pay may be reduced. Instead, the pay of the lower-paid employee(s) must be increased.

Title VII, the ADEA and the ADA prohibit compensation discrimination on the basis of race, color, religion, sex, national origin, age or disability. Unlike the EPA, there is no requirement under Title VII, the ADEA or the ADA that the claimant's job be substantially equal to that of a higher-paid person outside the claimant's protected class, nor do these statutes require the claimant to work in the same establishment as a comparator.

Compensation discrimination under Title VII, the ADEA or the ADA can occur in a variety of forms. For example:

- An employer pays an employee with a disability less than similarly situated employees without disabilities, and the employer's explanation (if any) does not satisfactorily account for the differential.
- A discriminatory compensation system has been discontinued but still has lingering discriminatory effects on present salaries. For example, if an employer has a compensation policy or practice that pays Hispanics lower salaries than other employees, the employer must

not only adopt a new nondiscriminatory compensation policy, it also must affirmatively eradicate salary disparities that began prior to the adoption of the new policy and make the victims whole.

- An employer sets the compensation for jobs predominately held by, for example, women or African-Americans below the compensation level suggested by the employer's job evaluation study, while the pay for jobs predominately held by men or whites is consistent with the level suggested by the job evaluation study.
- An employer maintains a neutral compensation policy or practice that has an adverse impact on employees in a protected class and cannot be justified as job-related and consistent with business necessity. For example, if an employer provides extra compensation to employees who are the "head of household," i.e., married with dependents and the primary financial contributor to the household, the practice may have an unlawful disparate impact on women.

It is also unlawful to retaliate against an individual for opposing employment practices that discriminate based on compensation or for filing a discrimination charge, testifying or participating in any way in an investigation, proceeding or litigation under Title VII, ADEA, ADA or the Equal Pay Act.

---

## **National Origin Discrimination**

Whether an employee or job applicant's ancestry is Mexican, Ukrainian, Filipino, Arab, American Indian, or any other nationality, he or she is entitled to the same employment opportunities as anyone else. EEOC enforces the federal prohibition against national origin discrimination in employment under Title VII of the Civil Rights Act of 1964, which covers employers with fifteen or more employees.

"With American society growing increasingly diverse, protection against national origin discrimination is vital to the right of workers to compete for jobs on a level playing field," said EEOC Chair Cari M. Dominguez, announcing the issuance of recent guidance on national origin discrimination. "Immigrants have long been an asset to the American workforce. This is more truth than ever in today's increasingly global economy. Recent world events, including the events of September 11, 2001, only add to the need for employers to be vigilant in ensuring a workplace free from discrimination."

### **About National Origin Discrimination**

National origin discrimination means treating someone less favorably because he or she comes from a particular place, because of his or her ethnicity or accent, or because it is believed that he or she has a particular ethnic background. National origin discrimination also means treating someone less favorably at work because of marriage or other association with someone of a particular nationality. Examples of violations covered under Title VII include:



### Employment Decisions

Title VII prohibits any employment decision, including recruitment, hiring, and firing or layoffs, based on national origin.

### Harassment

Title VII prohibits offensive conduct, such as ethnic slurs, that creates a hostile work environment based on national origin. Employers are required to take appropriate steps to prevent and correct unlawful harassment. Likewise, employees are responsible for reporting harassment at an early stage to prevent its escalation.

### Language

- Accent discrimination

An employer may not base a decision on an employee's foreign accent unless the accent materially interferes with job performance.

- English fluency

A fluency requirement is only permissible if required for the effective performance of the position for which it is imposed.

- English-only rules

English-only rules must be adopted for nondiscriminatory reasons. An English-only rule may be used if it is needed to promote the safe or efficient operation of the employer's business.

### Coverage of foreign nationals

Title VII and the other antidiscrimination laws prohibit discrimination against individuals employed in the United States, regardless of citizenship. However, relief may be limited if an individual does not have work authorization.

---

## Pregnancy Discrimination Act

The Pregnancy Discrimination Act is an amendment to Title VII of the Civil Rights Act of 1964. Discrimination on the basis of pregnancy, childbirth, or related medical conditions constitutes unlawful sex discrimination under Title VII, which covers employers with 15 or more employees, including state and local governments. Title VII also applies to employment agencies and to labor organizations, as well as to the federal government. Women who are pregnant or affected by related conditions must be treated in the same manner as other applicants or employees with similar abilities or limitations.

Title VII's pregnancy-related protections include:

- **Hiring**

An employer cannot refuse to hire a pregnant woman because of her pregnancy, because of a pregnancy-related condition or because of the prejudices of co-workers, clients, or customers.

- **Pregnancy and Maternity Leave**



An employer may not single out pregnancy-related conditions for special procedures to determine an employee's ability to work. However, if an employer requires its employees to submit a doctor's statement concerning their inability to work before granting leave or paying sick benefits, the employer may require employees affected by pregnancy-related conditions to submit such statements.

If an employee is temporarily unable to perform her job due to pregnancy, the employer must treat her the same as any other temporarily disabled employee. For example, if the employer allows temporarily disabled employees to modify tasks, perform alternative assignments or take disability leave or leave without pay, the employer also must allow an employee who is temporarily disabled due to pregnancy to do the same.

Pregnant employees must be permitted to work as long as they are able to perform their jobs. If an employee has been absent from work as a result of a pregnancy-related condition and recovers, her employer may not require her to remain on leave until the baby's birth. An employer also may not have a rule that prohibits an employee from returning to work for a predetermined length of time after childbirth.

Employers must hold open a job for a pregnancy-related absence the same length of time jobs are held open for employees on sick or disability leave.

#### ▪ **Health Insurance**

Any health insurance provided by an employer must cover expenses for pregnancy-related conditions on the same basis as costs for other medical conditions. Health insurance for expenses arising from abortion is not required, except where the life of the mother is endangered.

Pregnancy-related expenses should be reimbursed exactly as those incurred for other medical conditions, whether payment is on a fixed basis or a percentage of reasonable-and-customary-charge basis.

The amounts payable by the insurance provider can be limited only to the same extent as amounts payable for other conditions. No additional, increased, or larger deductible can be imposed.

Employers must provide the same level of health benefits for spouses of male employees as they do for spouses of female employees.

#### ▪ **Fringe Benefits**

Pregnancy-related benefits cannot be limited to married employees. In an all-female workforce or job classification, benefits must be provided for pregnancy-related conditions if benefits are provided for other medical conditions.

If an employer provides any benefits to workers on leave, the employer must provide the same benefits for those on leave for pregnancy-related conditions.

Employees with pregnancy-related disabilities must be treated the same as other temporarily disabled employees for accrual and crediting of seniority, vacation calculation, pay increases, and temporary disability benefits.

It is also unlawful to retaliate against an individual for opposing employment practices that discriminate based on pregnancy or for filing a discrimination charge, testifying, or participating in any way in an investigation, proceeding, or litigation under Title VII.

---

## Race/Color Discrimination Act

Title VII of the Civil Rights Act of 1964 protects individuals against employment discrimination on the bases of race and color, as well as national origin, sex, and religion. Title VII applies to employers with 15 or more employees, including state and local governments. It also applies to employment agencies and to labor organizations, as well as to the federal government.

Equal employment opportunity cannot be denied any person because of his/her racial group or perceived racial group, his/her race-linked characteristics (e.g., hair texture, color, facial features), or because of his/her marriage to or association with someone of a particular race or color. Title VII also prohibits employment decisions based on stereotypes and assumptions about abilities, traits, or the performance of individuals of certain racial groups. Title VII's prohibitions apply regardless of whether the discrimination is directed at Whites, Blacks, Asians, Latinos, Arabs, Native Americans, Native Hawaiians and Pacific Islanders, multi-racial individuals, or persons of any other race, color, or ethnicity.

It is unlawful to discriminate against any individual in regard to recruiting, hiring and promotion, transfer, work assignments, performance measurements, the work environment, job training, discipline and discharge, wages and benefits, or any other term, condition, or privilege of employment. Title VII prohibits not only intentional discrimination, but also neutral job policies that disproportionately affect persons of a certain race or color and that are not related to the job and the needs of the business. Employers should adopt "best practices" to reduce the likelihood of discrimination and to address impediments to equal employment opportunity.

Title VII's protections include:

### Recruiting, Hiring, and Advancement

Job requirements must be uniformly and consistently applied to persons of all races and colors. Even if a job requirement is applied consistently, if it is not important for job performance or business needs, the requirement may be found unlawful if it excludes persons of a certain racial group or color significantly more than others. Examples of potentially unlawful practices include: (1) soliciting applications only from sources in which all or most potential workers are of the same race or color; (2) requiring applicants to have a certain educational background that is not important for job performance or business needs; (3) testing applicants for knowledge, skills or abilities that are not important for job performance or business needs.

Employers may legitimately need information about their employees or applicants race for affirmative action purposes and/or to track applicant flow. One way to obtain racial information and simultaneously guard against discriminatory selection is for employers to use separate forms or otherwise keep the information about an applicant's race separate from the application. In that way,

the employer can capture the information it needs but ensure that it is not used in the selection decision.

Unless the information is for such a legitimate purpose, pre-employment questions about race can suggest that race will be used as a basis for making selection decisions. If the information is used in the selection decision and members of particular racial groups are excluded from employment, the inquiries can constitute evidence of discrimination.

### Harassment/Hostile Work Environment

Title VII prohibits offensive conduct, such as racial or ethnic slurs, racial "jokes," derogatory comments, or other verbal or physical conduct based on an individual's race/color. The conduct has to be unwelcome and offensive, and has to be severe or pervasive. Employers are required to take appropriate steps to prevent and correct unlawful harassment. Likewise, employees are responsible for reporting harassment at an early stage to prevent its escalation.

### Compensation and Other Employment Terms, Conditions, and Privileges

Title VII prohibits discrimination in compensation and other terms, conditions, and privileges of employment. Thus, race or color discrimination may not be the basis for differences in pay or benefits, work assignments, performance evaluations, training, discipline or discharge, or any other area of employment.

### Segregation and Classification of Employees

Title VII is violated where employees who belong to a protected group are segregated by physically isolating them from other employees or from customer contact. In addition, employers may not assign employees according to race or color. For example, Title VII prohibits assigning primarily African-Americans to predominantly African-American establishments or geographic areas. It is also illegal to exclude members of one group from particular positions or to group or categorize employees or jobs so that certain jobs are generally held by members of a certain protected group. Coding applications/resumes to designate an applicant's race, by either an employer or employment agency, constitutes evidence of discrimination where people of a certain race or color are excluded from employment or from certain positions.

### Retaliation

Employees have a right to be free from retaliation for their opposition to discrimination or their participation in an EEOC proceeding by filing a charge, testifying, assisting, or otherwise participating in an agency proceeding.

---

## Religious Discrimination Act

Title VII of the Civil Rights Act of 1964 prohibits employers from discriminating against individuals because of their religion in hiring, firing, and other terms and conditions of employment. Title VII covers employers with 15 or more employees, including state and local governments. It also applies to employment agencies and to labor organizations, as well as to the federal government.

Under Title VII:

- Employers may not treat employees or applicants more or less favorably because of their religious beliefs or practices - except to the extent a religious accommodation is warranted. For example, an employer may not refuse to hire individuals of a certain religion, may not impose stricter promotion requirements for persons of a certain religion, and may not impose more or different work requirements on an employee because of that employee's religious beliefs or practices.
- Employees cannot be forced to participate -- or not participate -- in a religious activity as a condition of employment.
- Employers must reasonably accommodate employees' sincerely held religious practices unless doing so would impose an undue hardship on the employer. A reasonable religious accommodation is any adjustment to the work environment that will allow the employee to practice his religion. An employer might accommodate an employee's religious beliefs or practices by allowing: flexible scheduling, voluntary substitutions or swaps, job reassignments and lateral transfers, modification of grooming requirements and other workplace practices, policies and/or procedures.

An employer is not required to accommodate an employee's religious beliefs and practices if doing so would impose an undue hardship on the employers' legitimate business interests. An employer can show undue hardship if accommodating an employee's religious practices requires more than ordinary administrative costs, diminishes efficiency in other jobs, infringes on other employees' job rights or benefits, impairs workplace safety, causes co-workers to carry the accommodated employee's share of potentially hazardous or burdensome work, or if the proposed accommodation conflicts with another law or regulation.

Employers must permit employees to engage in religious expression, unless the religious expression would impose an undue hardship on the employer. Generally, an employer may not place more restrictions on religious expression than on other forms of expression that have a comparable effect on workplace efficiency.

Employers must take steps to prevent religious harassment of their employees. An employer can reduce the chance that employees will engage in unlawful religious harassment by implementing an anti-harassment policy and having an effective procedure for reporting,

investigating and correcting harassing conduct.

It is also unlawful to retaliate against an individual for opposing employment practices that discriminate based on religion or for filing a discrimination charge, testifying, or participating in any way in an investigation, proceeding, or litigation under Title VII.

---

## **Retaliation Act**

An employer may not fire, demote, harass or otherwise "retaliate" against an individual for filing a charge of discrimination, participating in a discrimination proceeding, or otherwise opposing discrimination. The same laws that prohibit discrimination based on race, color, sex, religion, national origin, age, and disability, as well as wage differences between men and women performing substantially equal work, also prohibit retaliation against individuals who oppose unlawful discrimination or participate in an employment discrimination proceeding.

In addition to the protections against retaliation that are included in all of the laws enforced by EEOC, the Americans with Disabilities Act (ADA) also protects individuals from coercion, intimidation, threat, harassment, or interference in their exercise of their own rights or their encouragement of someone else's exercise of rights granted by the ADA.

## Workforce Analysis By Major Job Groups

Table A				Black		Asian American		American Indian		Hispanic	
				Male	Female	Male	Female	Male	Female	Male	Female
Job Group	Total	Males	Females								
Officers	4	2	2								
Managers	13	5	8								1
Professionals	2	2	0								
Sales Workers	11	9	2								1
Office & Clerical	101	35	66		4		3		1		1
Total	131	53	78		4		3		1		3

## Percentage of Employees That Are Females and Minorities

Table B			Black		Asian American		American Indian		Hispanic	
			Male	Female	Male	Female	Male	Female	Male	Female
Job Group	Female%	Minority%								
Officers	50	0								
Managers	61.54	7.69								7.69
Professionals	0	0								
Sales Workers	18.18	9.09				9.09				9.09
Office & Clerical	65.35	8.91		3.96		2.97		1.00		1.00
Percent of total employees	59.54	8.40								

### Goal and Timetables for Minorities

Table C				
Job Group	Percentage Minority	Percentage Goal Minority	Numerical Goal Minority	Number of # of minority employees under- represented
Officers	0			
Managers	7.69	14.29	1	1
Professionals	0			
Sales Workers	9.90	36.36	4	2
Office & Clerical	8.91	16.13	10	4

### Goals and Timetables For Females

Table D				
Job Group	Percentage Female	Percentage Goal Female	Numerical Goal Female	Number of # of female employees under- represented
Officers	50			
Managers	61.54			
Professionals	0			
Sales Workers	18.18	36.36	4	2
Office & Clerical	65.35			



**Form 1****Annual Summary Applicant Flow Data**

Total Interviewed thru 6-9-16 85	Women, Racial/Ethnic AA group members, Person(s) w/disabilities 41	
-------------------------------------	---	--

## Form 2

Trackable Employee Conditions  
Employees Hired

Employees Hired				Female					Male				
Job Group	Total	Male	Female	Caucasian	Black	American Indian	Hispanic	Disability	Caucasian	Black	American Indian	Hispanic	Disability
Officials													
Managers													
Professionals	2	1	1	1					1				
Sales Workers	30	21	9	8	1				21				
Office & Clerical	110	40	70	65	4		1		38	1		1	

## Form 3

Trackable Employee Conditions  
Employees Terminated

Employees Terminated				Female					Male				
Job Group	Total	Male	Female	Caucasian	Black	American Indian	Hispanic	Disability	Caucasian	Black	American Indian	Hispanic	Disability
Officials													
Managers													
Professionals	2	1	1	1					1				
Sales Workers	27	16	11	10	1				16				
Office & Clerical	77	28	49	46	1		2		26	1	1		

## Form 5

Trackable Employee Conditions  
Employees Demoted

[illegible]



551513510000090202

**TEXAS DEPARTMENT OF AGRICULTURE**

COMMISSIONER SID MILLER

P. O. BOX 12847 AUSTIN, TX 78711-2847

(877) LIC-AGRI (877-542-2474)

For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE

[www.tda.state.tx.us](http://www.tda.state.tx.us)



**FUEL QUALITY SUPPLIER**

PETROLEUM TRADERS CORPORATION  
7120 POINTE IVERNESS WAY  
FORT WAYNE IN 46804

Client Name: PETROLEUM TRADERS CORPORATION  
TDA Client No: 00441127

LICENSE NO: 0574137  
Effective Date: May 31, 2019

LICENSE TYPE: **FUEL QUALITY SUPPLIER**  
Expiration Date: May 31, 2020

MUST BE POSTED IN A CONSPICUOUS LOCATION

THIS LICENSE IS NON-TRANSFERABLE

DIESEL FUEL TAX - SUPPLIER

*This license is based on your compliance with the Texas Motor Fuels Tax Law. This license may be revoked for any violation of the law or Comptroller's rules. You may not engage in further business if this license is revoked.*

Legal site: TEX. TAX CODE ANN. ch. 162.

THIS LICENSE IS NON-TRANSFERABLE.

PLEASE READ REVERSE SIDE.

Taxpayer name and mailing address

PETROLEUM TRADERS CORPORATION DBA INDIANA PETROLEU  
7110 POINTE INVERNESS WAY  
FORT WAYNE IN 46804-7928

Taxpayer number

1-35-1462227-6

Effective date

01/01/2004

*Carole Keeton Strayhorn*

CAROLE KEETON STRAYHORN  
Comptroller of Public Accounts

GASOLINE TAX - SUPPLIER

*This license is based on your compliance with the Texas Motor Fuels Tax Law. This license may be revoked for any violation of the law or Comptroller's rules. You may not engage in further business if this license is revoked.*

Legal site: TEX. TAX CODE ANN. ch. 162.

THIS LICENSE IS NON-TRANSFERABLE.

PLEASE READ REVERSE SIDE.

Taxpayer name and mailing address

PETROLEUM TRADERS CORPORATION DBA INDIANA PETROLEU  
7110 POINTE INVERNESS WAY  
FORT WAYNE IN 46804-7928

Taxpayer number

1-35-1462227-6

Effective date

01/01/2004

*Carole Keeton Strayhorn*

CAROLE KEETON STRAYHORN  
Comptroller of Public Accounts

## TEXAS USE TAX PERMIT



CAROLE KEETON STRAYHORN  
Comptroller

This permit is issued in accordance with the law governing the type of business specified and is the authorization to conduct business in Texas. The permit may be revoked for a violation of the provisions of the applicable law and/or any rules adopted by the Comptroller to administer the law.

TEX. TAX CODE ANN. CH. 151

Taxpayer number  
1-35-1462227-6

Effective date  
11/01/2004

Taxpayer name and mailing address

PETROLEUM TRADERS CORPORATION DBA INDIANA PETROLEU  
7110 POINTE INVERNESS WAY  
FORT WAYNE

IN 46804-7928

CAROLE KEETON STRAYHORN  
Comptroller of Public Accounts

THIS PERMIT IS NON-TRANSFERABLE

*Detach here and display your permit only.*

**Is the information printed on this permit correct?** ☒

If not, please tell us in the space below.

- If your taxpayer name and/or mailing address are incorrect, enter the correct information.
- If you have received a Federal Employer's Identification Number (FEIN), enter the number.
- If you are no longer in business, enter the date of your last business transaction.

**If your permit is correct, DO NOT return this form.**

If any corrections are required, please enter the correct information on this form and return it to:

COMPTROLLER OF PUBLIC ACCOUNTS  
111 E. 17th Street  
Austin, Texas 78774-0100

**Keep this permit until you receive a corrected permit.**

**NOTE:** This form cannot be used if there has been a change of ownership. For this change and to obtain a new permit, please contact your local Comptroller's field office. For the telephone numbers to call for assistance, see the back of this form.

## TEXAS USE TAX PERMIT

Taxpayer name shown on the permit

PETROLEUM TRADERS CORPORATION DBA INDIANA PETROLEU

Taxpayer number shown on the permit

1-35-1462227-6

**Please enter only the information that has to be corrected.**

Correct taxpayer name

Daytime phone (Area code and number)

Correct mailing address

City

State

ZIP Code

FEI number

If you are no longer in business,  
enter the date of your last business transaction. ....

**For additional information, see the back of this form.**

sign  
here

Taxpayer or authorized agent

Date

Comptroller use only

Job name: MISCAPP

Microfilm

00991

011

Reference number

000

Taxpayer number

change

000

Master name correction

AND

Master mailing

address change

AND

Master phone number

add/change

XUMAST

OOB tax permit

XUSTAT