



**PINNACLE  
PETROLEUM**



**TAB 1 – MASTER AGREEMENT / SIGNATURE FORM**

**\*\*The contents of this document are proprietary and intended solely for the use of the addressee\*\***

# Tab 1 – Master Agreement

## General Terms and Conditions

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- ◆ Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
  
- ◆ Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
  
- ◆ Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.
  
- ◆ Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
    - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
  
- ◆ Shipments (if applicable)
  - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
  
- ◆ Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- ◆ Payments
  - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
  - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
  - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
  - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
  - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
  - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
  - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
  - Proposal should address the following warranty information:
    - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    - Availability of replacement parts
    - Life expectancy of equipment under normal use
    - Detailed information as to proposed return policy on all equipment
  - Products
    - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
  - Construction
    - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.
- ◆ Safety
  - Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

- ◆ Permits
  - Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.
- ◆ Indemnity
  - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
  - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- ◆ Supplemental Agreements
  - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.
- ◆ Certificates of Insurance
  - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- ◆ Legal Obligations
  - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- ◆ Protest
  - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
    - Name, address and telephone number of protester
    - Original signature of protester or its representative
    - Identification of the solicitation by RFP number
    - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

- Any protest review and action shall be considered final with no further formalities being considered.

#### ◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

#### ◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor 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.

#### ◆ Termination

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

#### ◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition,

the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

# Process

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Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
  - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
  - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Price Increases
  - Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.
- ◆ Products and Services Additions
  - New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.
- ◆ Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities

- While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$150 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.
- ◆ Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
  - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.
- ◆ NCPA Administrative Agreement
  - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
  - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
  - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.



◆ Past Performance

- Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

# Evaluation Criteria

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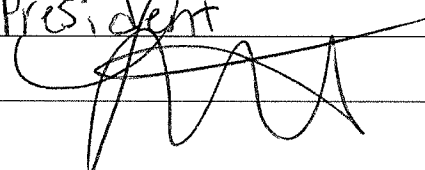
- ◆ Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
  
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Past Cooperative Program Performance
  - Quantity of line items available that are commonly purchased by the entity.
  - Quality of line items available compared to normal participating entity standards.
  
- ◆ References and Experience (20 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
  - Respondent Reputation in marketplace
  - Past Experience working with public sector.
  - Exhibited understanding of cooperative purchasing
  
- ◆ Value Added Products/Services Description, (8 points)
  - Additional Products/Services related to the scope of RFP
  - Marketing and Training
  - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - Customer Service
  
- ◆ Technology for Supporting the Program (7 points)
  - Electronic on-line catalog, order entry use by and suitability for the entity's needs
  - Quality of vendor's on-line resources for NCPA members.
  - Specifications and features offered by respondent's products and/or services

# Signature Form

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The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name Pinnacle Petroleum, Inc.  
Address 16651 Gemini Lane  
City/State/Zip Huntington Beach, CA 92647  
Telephone No. (714) 841-8877  
Fax No. (714) 841-8855  
Email address lmckinley@pinnaclepetroleum.com  
Printed name Liz McKinley  
Position with company President  
Authorized signature 





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## TAB 2 – NCPA ADMINISTRATION AGREEMENT

**\*\*The contents of this document are proprietary and intended solely for the use of the addressee\*\***

# Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of September 1, 2022, by and between National Cooperative Purchasing Alliance (“NCPA”) and Pinnacle Petroleum, Inc. (“Vendor”).

## Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2022, referenced as Contract Number 05-71, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Bulk Fuel;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

### ◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

**Total** \_\_\_\_\_

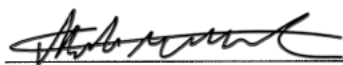
- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee \$0.005 per gallon. (half cent). Deadline for term of payment will be included in the invoice NCPA provides.
- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.



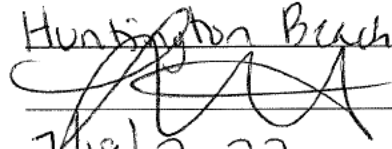
◆ General Provisions

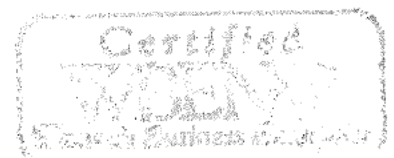
- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- 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 such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

**National Cooperative Purchasing Alliance:**

Name: Matthew Mackel  
Title: Director, Business Development  
Address: PO Box 701273  
Houston, TX 77270  
Signature:   
Date: September 1, 2022

**Vendor:**

Pinnacle Petroleum, Inc.  
Name: Liz McKinley  
Title: President  
Address: 16651 Gemini Lane  
Huntington Beach, CA 92647  
Signature:   
Date: 7/18/2022





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**TAB 3 – VENDOR QUESTIONNAIRE**

**\*\*The contents of this document are proprietary and intended solely for the use of the addressee\*\***



# Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered – *Fleet Cards Nationwide*

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

**50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

Alabama

Maryland

South Carolina

Alaska

Massachusetts

South Dakota

Arizona

Michigan

Tennessee

Arkansas

Minnesota

Texas

California

Mississippi

Utah

Colorado

Missouri

Vermont

Connecticut

Montana

Virginia

Delaware

Nebraska

Washington

District of Columbia

Nevada

West Virginia

Florida

New Hampshire

Wisconsin

Georgia

New Jersey

Wyoming

Hawaii

New Mexico

Idaho

New York

Illinois

North Carolina

Indiana

North Dakota

Iowa

Ohio

Kansas

Oklahoma

Kentucky

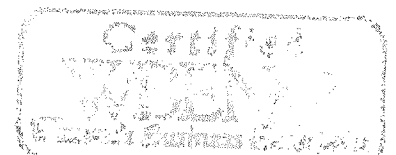
Oregon

Louisiana

Pennsylvania

Maine

Rhode Island



All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

American Samoa

Northern Mariana Islands

Federated States of Micronesia

Puerto Rico

Guam

U.S. Virgin Islands

Midway Islands

◆ Minority and Women Business Enterprise (MWBE) and (HUB) Participation

➤ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ Minority / Women Business Enterprise

• Respondent Certifies that this firm is a M/WBE

▪ Historically Underutilized Business

• Respondent Certifies that this firm is a HUB

◆ Residency

➤ Responding Company's principal place of business is in the city of Huntington Beach, State of CA

◆ Felony Conviction Notice

➤ Please Check Applicable Box;

A publically held corporation; therefore, this reporting requirement is not applicable.

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony

➤ If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

◆ Distribution Channel

➤ Which best describes your company's position in the distribution channel:

Manufacturer Direct

Certified education/government reseller

Authorized Distributor

Manufacturer marketing through reseller

Value-added reseller

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

◆ Processing Information

➤ Provide company contact information for the following:

▪ Sales Reports / Accounts Payable

Contact Person: Tania Escobar

Title: Accounting Supervisor

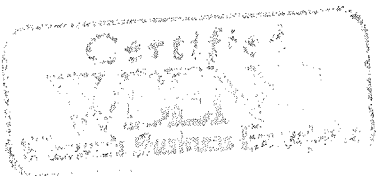
Company: Pinnacle Petroleum

Address: 11651 Gemini Lane

City: Huntington Beach State: CA Zip: 92647

Phone: (714) 841-8877 Email: payables@pinnacle

petroleum.com



▪ Purchase Orders

Contact Person: Naomi Conroy  
Title: Logistics Supervisor  
Company: Pinnacle Petroleum, Inc.  
Address: 16651 Gemini Lane  
City: Huntington Beach State: CA Zip: 92647  
Phone: (714) 841-8877 Email: dispatch@pinnacle  
petroleum.com

▪ Sales and Marketing

Contact Person: Kristen Tavares  
Title: Contracts Manager  
Company: Pinnacle Petroleum, Inc.  
Address: 16651 Gemini Lane  
City: Huntington Beach State: CA Zip: 92647  
Phone: (714) 841-8877 Email: Ktavares@pinnacle  
petroleum.com

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
  - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.  
 Yes       No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.  
 Yes       No





**TAB 4 - VENDOR PROFILE**

## Tab 4 – Vendor Profile *Please See attached*

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Please provide the following information about your company:

- ◆ Company's official registered name.
- ◆ Brief history of your company, including the year it was established.
- ◆ Company's Dun & Bradstreet (D&B) number.
- ◆ Company's organizational chart of those individuals that would be involved in the contract.
- ◆ Corporate office location.
  - List the number of sales and services offices for states being bid in solicitation.
  - List the names of key contacts at each with title, address, phone and e-mail address.
- ◆ Define your standard terms of payment.
- ◆ Who is your competition in the marketplace?
- ◆ Provide Annual Sales for last 3 years broken out into the following categories:
  - Cities / Counties
  - K-12
  - Higher Education
  - Other government agencies or nonprofit organizations
- ◆ Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.
  - \$\_\_\_\_\_ in year one
  - \$\_\_\_\_\_ in year two
  - \$\_\_\_\_\_ in year three
- ◆ What differentiates your company from competitors?
- ◆ Describe how your company will market this contract if awarded.
- ◆ Describe how you intend to introduce NCPA to your company.
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

- ◆ Green Initiatives (if applicable)
  - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.
  
- ◆ Anti-Discrimination Policy (if applicable)
  - Describe your organizations' anti-discrimination policy.
  
- ◆ Vendor Certifications (if applicable)
  - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

## TAB 4 – Vendor Profile

- ***Company's official registered name.***
  - Pinnacle Petroleum, Inc.
  
- **Brief History of your company including the year it was established.**

Pinnacle Petroleum, Inc. has delivered fossil fuels, lubricants and specialty fuels nationwide as a certified woman-owned business enterprise (WBE) since 1995. We offer a management team with possession of more than 150 years of combined fuel delivery experience to help solve the toughest of fuel supply situations for your organization.

Pinnacle Petroleum, Inc's President & CEO, Liz McKinley, founded the company in 1995 out of her home. The company has grown exponentially year after year and has expanded across the U.S. at the request of current customers.

Pinnacle Petroleum's mission is to be a customer-oriented supplier with cost-effective, top-quality products and services. We are a one-stop source for all petroleum, specialty fuels, fuel management solutions, fuel systems automation and lubricant needs



- **Corporate office location.**
  - **List the number of sales and services offices for states being bid in solicitation.**
  - **List the names of key contacts at each with title, address, phone, and email address.**

Pinnacle Petroleum, Inc. is licensed in 17 states to provide bulk fuel, and nation-wide through fuel fleet card. All sales team members are located at our corporate headquarters in Huntington Beach, CA. All contracts will be administratively and logistically coordinated through our corporate headquarters as well. Since all sales, accounting, and dispatch departments are centrally located at our corporate headquarters, communication and implementation of Participating Agencies is seamless. Below are the key contacts for this contract.

Name	Title	Phone	Email
Liz McKinley	President	(714) 841-8877	<a href="mailto:lmckinley@pinnaclepetroleum.com">lmckinley@pinnaclepetroleum.com</a>
Eileen Hill	VP Finance	(714) 841-8877	<a href="mailto:ehill@pinnaclepetroleum.com">ehill@pinnaclepetroleum.com</a>
Winnie Wu	Accounting VP	(714) 841-8877	<a href="mailto:wwu@pinnaclepetroleum.com">wwu@pinnaclepetroleum.com</a>
Jason Baker	Sr. Supply Chain Manager	(714) 841-8877	<a href="mailto:jbaker@pinnaclepetroleum.com">jbaker@pinnaclepetroleum.com</a>
Kristen Tavares	Contracts Manager	(714) 841-8877	<a href="mailto:ktavares@pinnaclepetroleum.com">ktavares@pinnaclepetroleum.com</a>
Naomi Conroy	Logistics Supervisor	(714) 841-8877	<a href="mailto:nconroy@pinnacp Petroleum.com">nconroy@pinnacp Petroleum.com</a>
Alan Alatorre	Dispatch	(714) 841-8877	<a href="mailto:dispatch@pinnaclepetroleum.com">dispatch@pinnaclepetroleum.com</a>

- **Define your standard terms of payment.** Net 30 days from the day of delivery.
- **Who is your competition in the marketplace?** Other fuel wholesale distributors nationwide.
- **Provide Annual Sales for last 3 years broken out into the following categories:**
  - **Cities/Counties**
  - **K-12**
  - **Higher Education**
  - **Other government agencies or nonprofit organizations**

As a closely held private company, annual sales for the 3 previous fiscal years will not be provided.

- **Provide the revenue that your organization anticipates each year for the first three (3) years of the agreement:**

\$\_\_\_\_\_ in year one

\$\_\_\_\_\_ in year two

\$\_\_\_\_\_ in year three

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This is difficult to forecast as annual gallons and delivery sites have not been provided.

- **What differentiates your company from competitors?**

Pinnacle Petroleum, Inc. differentiates itself from the competition by developing and maintaining quality customer relationships. Customer service is not a department at Pinnacle Petroleum, it is the very foundation of our philosophy, mission, and focus.

With the rapid growth Pinnacle Petroleum, Inc. has experienced, it has been necessary to continue to develop all processes to respond accordingly to new customers and new growth. Pinnacle continues to build its team of professionals by hiring intelligent, positive, energetic, and hardworking people.

Pinnacle Petroleum, Inc.'s biggest training focus is customer service. Each employee is given a training course in proper telephone etiquette. Whoever is answering the phone is the first line of communication our customers have with our business. The team is taught to understand that Pinnacle's business is relationship based and we must ensure complete customer satisfaction. Pinnacle markets and supplies commodities, goods and services that are used over and over rather than a one-time large purchase. It is very labor intensive and there is potential for human error. This is why excellent communication is crucial and exceptional relationships with customers is paramount. Pinnacle Petroleum, Inc's staff clearly understands our requirements and it is incumbent of staff to:

- Assume full responsibility for the quality and performance of the product or service we sell.
- Be honest and accurate in our advertising.
- Avoid promises in sales contracts, labels and promotions that cannot be delivered.
- Provide a one-person customer contact to avoid giving customers the run-around.
- Return calls and messages from customers as soon as possible.
- Promptly call the customer if the work and charges are to exceed the estimate.
- Take advantage of every opportunity to promote goodwill in the marketplace. Don't ignore complaints from customers. Respond in a prompt, fair and courteous fashion to retain a customer's loyalty.
- Don't let unresolved customer disputes spoil our business's reputation.
- Show up on a time for a delivery or notify the customer when there is an unexpected delay.
- Performance metrics and personal accountability drive our culture.
- Continual staff cross-training produces high productivity and accuracy.
- Downstream vendor performance metrics drive improved service levels.
- We customize our offerings to meet our customer's unique requirements.
- Our culture supports rapid growth and flawless new customer startup.
- Pinnacle will exceed expectations every time.

Pinnacle Petroleum, Inc.'s philosophy is simple and has remained the same for the past 28 years. The company is committed to offering its customers quality products along with the most complete array of programs and services in the industry. Most importantly, Pinnacle knows that its partner in this business, the customer, is best served when their needs are listened to.

Trucking and dispatch will be made available 24 hours a day, seven days a week. Deliveries will be made via Pinnacle's vehicles or by Pinnacle's carefully vetted common carriers.

Unlike its competitors, Pinnacle Petroleum, Inc.'s after-hours dispatch team is always on call, never an answering service!

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Bulk Fueling requires logistic coordination with the customer and Pinnacle's operations department. The philosophy is to always deliver as many gallons as possible since volumetrically the freight charge per gallon will be less. However, with a tank monitoring system in place, Pinnacle can maximize savings by delivering as many gallons as possible when market conditions are best for the customer.

Pinnacle Petroleum, Inc. has also established several delivery metrics to ensure the quality of service is being met. These metrics include:

- ✓ On Time Deliveries
- ✓ Retains
- ✓ ASAP Orders
- ✓ Partial Deliveries
- ✓ Split Deliveries
- ✓ Average Days to Pay
- ✓ NEW! Billing turnaround

- **Describe how your company will market this contract if awarded.**

Upon notification of award, Pinnacle Petroleum, Inc. agrees to release a PR announcement of the contract award through all appropriate media channels. Contract details with the Customer Support Manger's contact information will be immediately published on our website. This will include National Cooperative Purchasing Alliance standard logo, copy of RFP, and a link to NCPA's website along with their number and email address. We will distribute co-branded marketing material through our Mailchimp monthly newsletter and provide copies for NCPA Partners to distribute as well. Pinnacle Petroleum, Inc. is committed to attending NCPA meetings, conferences, summits, etc. and will provide reasonable assistance to the overall promotion of NCPA.

Pinnacle Petroleum, Inc. agrees to provide our logo to NCPA and agrees to allow reproduction of our logo in marketing communications. Pinnacle Petroleum, Inc. will ask for permission to use any NCPA's Partner's logo on any of our marketing communication.

- **Describe how you intend to introduce NCPA to your company.**

Onboarding

- 1) Assignment: Pinnacle Petroleum, Inc. will assign a Customer Support Manager, and coordinate all contact numbers and/or emails to the key personnel.
- 2) Initial Meeting: Pinnacle Petroleum, Inc. will coordinate an initial conference call to review a timeline for implementation. Also, we will provide details regarding site specifications, tank sizes, products, delivery schedule, etc. and if required, a new customer credit application will be provided.
- 3) Set up: Contingent upon credit approval, Pinnacle Petroleum, Inc. establishes new customer set up within 24 hours. This will include a customer number assignment, a completed and approved billing procedure, and a confirmed and documented invoice sending procedure. This quick turnaround enables our customers to receive their first delivery within 2 business days!
- 4) Follow-up: Pinnacle Petroleum, Inc. will set short and long-term goals with each Participating Agency and set up monthly/quarterly/annual reviews to answer all questions and ensure your company is getting the best customer service possible.

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- Describe your firm’s capabilities and functionality of your on-line catalog / ordering website.

Implementation

Once a customer account has been established, Pinnacle Petroleum, Inc. will communicate with all employees in weekly or monthly meeting to ensure all employees are trained on accepting fuel orders. The preferred method of placing orders is through email to [dispatch@pinnaclepetroleum.com](mailto:dispatch@pinnaclepetroleum.com) with an order form filled out, however phone orders can also be accepted. In our experience, the order form (example below) provides the customer with consistency, historical tracking of how orders are placed, and email confirmation numbers are always provided. With a phone order, a confirmation number is provided, and contingent upon the caller to write down the confirmation number in case there is any discrepancy.

**FUEL ORDER FORM**

**\*Please email all orders to [dispatch@pinnaclepetroleum.com](mailto:dispatch@pinnaclepetroleum.com)**

**\*We will confirm your fuel request via e-mail with the actual timeframe and date of delivery. Your order has not been scheduled, nor is it guaranteed to be delivered, until our confirmation e-mail is sent. Orders are confirmed Monday thru Friday between the hours of 0730-1800 hrs.**

Site \_\_\_\_\_ Name: \_\_\_\_\_

Requested delivery date and time (4-hour min. delivery window): \_\_\_\_\_

Site \_\_\_\_\_ Address: \_\_\_\_\_

Authorized Contact Person and Phone Number: \_\_\_\_\_

Product(s) \_\_\_\_\_ Requested: \_\_\_\_\_

Purchase \_\_\_\_\_ Order \_\_\_\_\_ Number: \_\_\_\_\_

Tank \_\_\_\_\_ size(s): \_\_\_\_\_

Tank \_\_\_\_\_ Location(s) - above or below ground: \_\_\_\_\_

Gallons requested (there may be a 10% variance on actual gallons delivered due to differing truck compartment sizes): \_\_\_\_\_

% of gallons requested compared to total tank size: \_\_\_\_\_

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- Describe your company’s Customer Service Department (hours of operation, number of service centers, etc.)

Pinnacle Petroleum, Inc.’s office hours are Monday-Friday 7:30AM-6:30PM PST, and our dispatch department is on call 24/7/365 through our after hours phone line, and through [dispatch@pinnaclepetroleum.com](mailto:dispatch@pinnaclepetroleum.com). This ensures all orders placed, even after hours are dispatched, and delivered per the customer’s specifications.

- **Green Initiatives (if applicable)**

- **As our business grows, we want to make sure we minimize our impact on the Earth’s climate. We are taking every step we can to implement innovative an responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.**

Pinnacle Petroleum, Inc. is one of the few companies that has supply arrangements with a top refiner of *Renewable Diesel* in California. We make every effort to ensure the delivery of this green diesel to every customer that has the capability to receive as this product cuts greenhouse gas emissions by up to 80% and significantly reduces engine-out emissions. As a company, Pinnacle Petroleum, Inc. strives to be as green as possible with solar panels, recycling, and purchasing sustainable office products.

- Pinnacle Petroleum had one of the largest Renewable Diesel contracts in the country and delivered about 140,000 gallons per week to Metrolink.

- **Anti-Discrimination Policy (if applicable)**

- **Describe your organizations anti-discrimination policy.**

Pinnacle Petroleum, Inc. does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

Pinnacle Petroleum, Inc. is an equal opportunity employer. We shall not discriminate and will not discriminate in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, or for any other discriminatory reason.

- **Vendor Certifications (if applicable)**

- **Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.**

Pinnacle Petroleum, Inc. is a California Corporation that is 100% owned and operated by Liz McKinley. We are certified with the following Diversity Professional Associations and Organizations:

- WBME Clearinghouse #95IS0030
- National WBENC Certification #240301
- SAM Certified Cage Code #07ZMO
- City of Los Angeles SBE Certification

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- NCTRCA WBE Certification #WFWB50289N0920
- Montgomery County, MD MFD Certified
- Howard County, MD MBE Certified

Additionally, Pinnacle Petroleum is ISNetworld certified, which is one of the most prestigious stamps of safety, insurance, and quality a supplier can achieve.

ISNetworld is an online contractor management system with over 600 hiring clients around the globe that collects contractors/suppliers to Hiring Clients/Owner Clients. ISN collects safety, quality, procurement, and regulatory data to help Owner Clients evaluate the different available contractors/suppliers.

ISNetworld has Contractors and suppliers submit information into ISNetworld based on regulatory and Hiring Client requirements. ISN's Review and Verification Services (RAVS) Team then reviews self-reported information against regulatory and/or Hiring client requirements! Pinnacle Petroleum has submitted 16 Written Programs including:

- ✓ Access to Employee Medical and Exposure Records
- ✓ Cal/OHSA Hazard Communication (HazCom)
- ✓ Cal/OHSA Heat Illness Prevention
- ✓ Cal/OHSA Injury and Illness Prevention Program (IIPP)
- ✓ Disciplinary Program
- ✓ Driving Safety
- ✓ Electrical Safety Awareness
- ✓ Emergency Action Plan
- ✓ Fire/Protection Extinguishers
- ✓ First Aid
- ✓ Hand and/or Power Tools
- ✓ Hazard Communication (HazCom)
- ✓ Pandemic Preparedness
- ✓ Personal Protective Equipment (PPE)
- ✓ Subcontractor Management
- ✓ Cyber Security

Pinnacle Petroleum achieved certification through ISNetworld's extensive vetting process that only certifies companies that meet the highest safety standards.



TAB 5 – PRODUCT AND SERVICES / SCOPE

# Tab 5 – Products and Services

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- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ Warranty
  - Proposal should address the following warranty information:
    - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    - Availability of replacement parts
    - Life expectancy of equipment under normal use
    - Detailed information as to proposed return policy on all equipment
  - Products
    - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
  - Construction
    - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.
- ◆ The following is a list of suggested (but not limited to) Bulk Fuel categories. List all categories along with manufacturer that you are responding with:
- ◆ List types of fuel grades provided (Biodiesel, diesel, aviation, jet, reformulated gasoline, conventional gasoline, etc.)
  - What is the range from terminals?
  - How do you schedule deliveries?
  - Explain how you handle tax exempt agencies.
  - List applicable certifications.
  - Explain any differences in service to Alaska and Hawaii.



## TAB 5 Products and Services

- Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- **Warranty**
  - Proposal should address the following warranty information:
    - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    - Availability of replacement parts.
    - Life expectancy of equipment under normal use
    - Detailed Information as to proposed return policy on all equipment.
  - **Products**
    - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects.
  - **Construction**
    - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for service provided.

Pinnacle Petroleum, Inc. guarantees that the product provided is of the highest quality, free from contaminants and meets all Federal and state attainment, and nonattainment area guidelines.

- The following is a list of suggested (but not limited to) Bulk Fuel categories. List all categories along with manufacturer that you are responding with:
- List types of fuel grades provided (Biodiesel, diesel, aviation, jet, reformulated gasoline, conventional gasoline, etc.

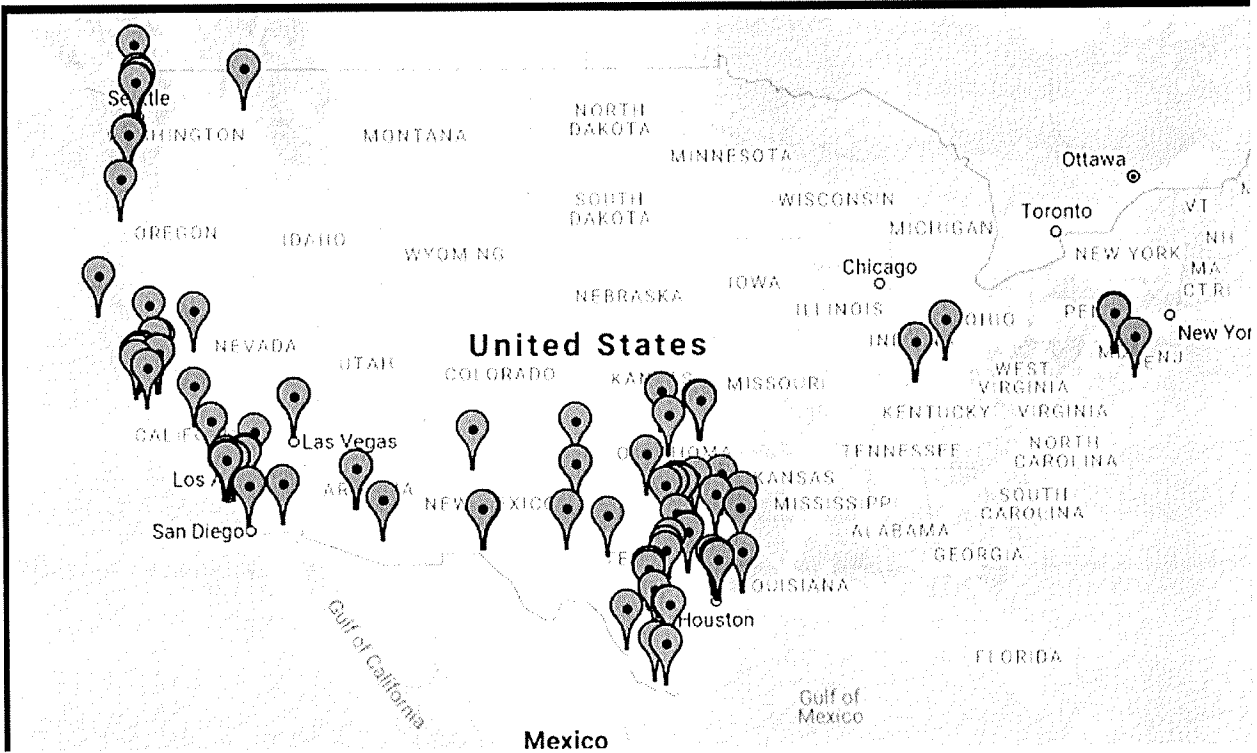
<u>Fuels</u>		<u>Lubricants &amp; Fuel Additives</u>	
Gasoline	Compressed Natural Gas (CNG)	All Major Brand Oils	Turbine Oils
E-85	Liquified Natural Gas (LNG)	Passenger Car Motor Oils	Gear Oils & Greases
Ethanol	Liquified Petroleum Gas (LPG)	Heavy Duty Engine Oils	Antifreezes/Coolants
Clear Diesel	Propane	Natural Gas Engine Oils	Chemicals & Solvents
Renewable Diesel	Jet Fuel	LPG Engine Oils	Food Grade & Processing Oils
Dyed Diesel	Racing Fuel	Marine Engine Oils	Winterized Additives
B2 to B100 Diesel	Heating Oil	Transmission Fluid	Biodiesel Fuel Additives
Marine Diesel		Hydraulic Fluid	Marine Fuel Additives
			Diesel Exhaust Fluid

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- What is the range from terminals?

Please see below map of terminal locations that Pinnacle will pull fuel from:



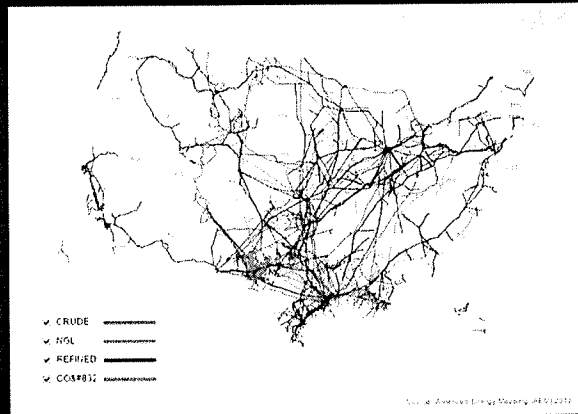
## PRODUCT – FUEL SUPPLIERS

### RELATIONSHIPS OVERVIEW

- ▶ We work with the most cost effective and robust suppliers in the industry.
- ▶ We purchase from a host of secondary suppliers that lower cost and diversify our resources.
- ▶ Our supply relationships are ones typically held for 20 years or more

### RISK MANAGEMENT

- We hold supply agreements in over 17 states, not only to supply local markets, but for back up supply as well.
- Our diversified supply footprint helps manage the risk of runouts and maintains our ability to consistently supply in a crisis.



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- **How do you schedule deliveries?**

The preferred method of placing orders is through email to [dispatch@pinnaclepetroleum.com](mailto:dispatch@pinnaclepetroleum.com) with an order form filled out, however phone orders can also be accepted.

Pinnacle Petroleum, Inc.'s distribution philosophy is the same in each state; as orders are received, dispatch coordinates each order to a Pinnacle nominated common carrier which indicates the terminal, product, supplier, and gallons to be delivered. All orders received before 12pm PST are dispatched for the next day, and Pinnacle Petroleum, Inc. maintains a 99.1% on time delivery metric with all customers.

Pinnacle Petroleum, Inc. is the sole company that will be involved in processing and handling of the products and services to the end user. As all Pinnacle nominated carriers are hired as an extension of Pinnacle Petroleum, Inc. It is required that all common carriers to adhere to the Pinnacle Proprietary Carrier Agreement (as shown below) and list Pinnacle Petroleum, Inc. as additionally insured before any orders are dispatched.

**Carrier Agreement - Pinnacle Petroleum, Inc.**

This agreement is entered into between Pinnacle Petroleum, Inc. (PPI), a California Corporation, and a \_\_\_\_\_ ("Carrier") on this date, \_\_\_\_\_, 20\_\_\_. This agreement terminates and supersedes any prior agreements between PPI and Carrier, including, without limitation, any Loading Card Agreement or Terminal Access Agreement, and all amendments, modifications, and additions to such agreements.

1. UNDERLYING FACTS/RECITALS

1.1 PPI is engaged in the business of the distribution of petroleum products ("Products").

1.2 Carrier is a common carrier, or a distributor with trucks, duly licensed under all applicable federal, state and local laws.

1.3 PPI desires to contract for the delivery of its Products to its customers ("Customers"), and Carrier desires to provide such delivery services on the terms and conditions set forth below.

2. DUTIES OF PPI

2.1 Order. PPI will provide Carrier with a dispatch order ticket ("Order") with a job number.

2.2 Compensation. PPI agrees to pay Carrier for the lift and/or delivery services provided pursuant to this agreement net 30 days, unless agreed to in writing, of PPI's receipt of Carrier's invoice and delivery paperwork for such services, subject to the right of setoff set forth in paragraph 3.1 below. Prior to delivery, PPI and Carrier shall agree upon the compensation to be paid by PPI.

2.3 Changes to Compensation and Surcharges. PPI agrees to pay Carrier in accordance with the freight charges negotiated from time to time and agreed to in writing between PPI and Carrier. However, until such time as PPI provides written notice of acceptance, no changes to freight rates including addition of or modification to Surcharges or any other fees will be paid by PPI.

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### 3. DUTIES OF CARRIER

3.1 Lift and Delivery. Carrier shall lift the Products at the terminal and from the supplier named in the PPI Order Form. Carrier agrees to reimburse PPI for any and all damages resulting from products lifted which are not in accordance with the Order. The parties agree Carrier shall only be allowed to lift Products from the terminals approved by PPI and that Carrier shall be responsible for any Products lifted by Carrier, its employees and agents. For Carrier provided Products sold by Carrier to Pinnacle and delivered to Pinnacle Customers on a delivered basis, Carrier shall provide the Products as specified in the PPI Order Form. Carrier agrees to reimburse PPI for any and all damages resulting from Carrier provided Products which are not in accordance with the Order. Carrier shall deliver the product to the Customer at the location identified in the Order and shall be responsible for any spillage from the delivery of the Product except as a result from failure or improper maintenance of the Customers equipment, connections, valves and all accessorial equipment. Carrier agrees to reimburse PPI for any and all damages resulting from delivery of the Product by Carrier. If Carrier fails to reimburse PPI for such damages, in addition to any other remedies available to PPI under this Agreement, or at law or in equity, PPI shall have the right to set-off and deduct any sums owing to Carrier by PPI. Orders for request for delivery of Product for Carrier's next business day shall be received prior to 2:00PM Pacific Standard Time (P.S.T.). Orders received after 2:00PM P.S.T. may be delayed until the following business day with PPI's consent.

Carrier shall forward to PPI a completed delivery ticket, signed by the customer along with a copy of the Bill of Lading, listing PPI's Job # via fax within 1 business day of delivery. Should Carrier fail to provide required paperwork to PPI within one business day, PPI will invoice, and Carrier will pay a surcharge of \$25 per affected invoice.

*Carrier will follow all procedure outlined for a spill or "cross dump" as noted in Exhibit A or carrier will risk losing their business relationship with Pinnacle Petroleum, Inc.*

3.2 Inspection. Carrier accepts full responsibility for determining that the Products taken from the terminal or provided by Carrier meet the specifications set forth in the Order, including, without limitation, quantity and grade. Carrier shall be responsible for delivering Products into Customer's storage tank(s) in accordance with the Product identification labels attached to the tank or fill pipe.

3.3 No Partial Deliveries. Prior to commencing delivery of the Products to Customer at Customer's premises, Carrier will inventory Customer's storage tanks, record inventory stick readings on the delivery ticket and verify that sufficient room exists in such tanks for receipt of (i) the entire delivery of the Products and (ii) the entire delivery of Products contained in an individual truck compartment. If sufficient room does not exist for receipt of (i) the entire delivery of the Products or (ii) the entire delivery of Products contained in an individual truck compartment, Carrier shall make no delivery and shall contact PPI for instructions as to disposition of the Products. All changes to delivery instructions contained in the Order, must be made in writing by an authorized representative of PPI. PPI will make available to Carrier, tank chart(s) for all delivery locations of Customer so Carrier's Drivers may accurately assess tank levels to verify sufficient room exists in tank(s) to accept delivery, if tank charts are available.

3.4 Driver Information and Training. As applicable, Carrier agrees to maintain, and timely update driver information and other information required by any terminal. This includes but is not limited to CDL license requirements for each "Class". Maintaining training on transporting hazardous materials,

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completion of Transportation Security Administration (TSA) background check. Carrier further agrees to return all loading cards provided by PPI to PPI at its request and shall immediately notify PPI should any loading cards be misplaced, lost, stolen or damaged.

3.5 Licensing. Carrier shall at all times maintain a current common carrier's license issued by the state agencies governing common carriers in Carrier's states of operation, current Hazardous Materials Licenses, federal and state where applicable, and any applicable licenses required by the Interstate Commerce Commission, the U.S Department of Transportation, and the Federal Motor Carrier Safety Administration or any other regulatory governmental agency. Carrier shall notify PPI immediately of any modification, suspension or revocation of such licenses.

3.6 Compliance with Regulations. Carrier shall comply with all federal, state and local laws, rules, ordinances and regulations, including, without limitations, all applicable provisions of Workers' Compensation laws, unemployment compensation laws, federal Social Security law, the Fair Labor Standards Act, and all other applicable federal, state and local laws and regulations relating to the terms and conditions of employment required to be fulfilled by employers or that may be applicable to the services rendered under this agreement, and any requirements or restrictions as may lawfully be imposed by governmental authorities.

3.7 Records. Carrier shall maintain such records and shall provide such information to PPI or other governmental and regulatory bodies as may be necessary for compliance by Carrier with the requirements of such bodies, and all other applicable federal and state laws and regulations.

3.8 Withholding and Payment of Taxes. Carrier shall assume full responsibility for withholding and payment of all federal, state, county and municipal taxes, including Social Security, unemployment insurance and disability insurance taxes, pertaining to services rendered and compensation paid under this agreement.

3.9 Insurance. Carrier shall secure and maintain, at Carrier's sole expense, throughout the term of this agreement, a policy or policies of insurance with the coverage and limits of liability as per industry standards or as mutually agreed to in writing. Such policies shall name "Pinnacle Petroleum, Inc. as additional insured", show proof of cargo coverage, include pollution coverage, and shall contain a provision requiring thirty (30) days' notice of cancellation, a copy of the COI shall be provided to PPI.

4. RISK OF LOSS. Risk of loss of the Products shall pass to PPI at the time Customer accepts delivery of the Products by signing the delivery ticket. Any losses occurring before customer delivery, including losses in transit will be the responsibility of the Carrier.

5. INDEPENDENT CONTRACTOR STATUS. This agreement does not create an exclusive agreement, an employer employee relationship, nor a partnership, joint venture or other agency relationship between the parties, other than establishing that PPI and Carrier are independent entities contracting to provide the respective services required under this agreement. PPI shall have no right to control or direct the details, manner or means by which Carrier performs and accomplishes the services required under this agreement. Neither party shall have the right, power or authority to create any contract or obligation, or make any commitments, express or implied, on behalf of, in the name of, or binding upon the other party.

6. ASSIGNMENT. Carrier shall not have the right to assign Carrier's rights and obligations under this agreement to any other person or entity without the express written consent of PPI.



7. TERMINATION. PPI may terminate this agreement at any time for cause without prior written notice. Evidence of termination shall be in writing. Either party may terminate this agreement for any reason, other than cause, without liability upon not less than thirty (30) days prior written notice to the other party. Termination of this agreement shall not relieve either party of any obligation to the other party under this agreement with services rendered prior to termination.

8. INDEMNIFICATION. Carrier agrees to indemnify, defend and hold PPI harmless from and against any and all liabilities, judgments, obligations, losses, claims, actions, damages, costs or expenses of any nature whatsoever, whether direct, indirect, special, punitive, incidental or consequential, including death or bodily injury to persons, injury to property or economic loss for loss of use, revenue or profit and attorneys' fees, arising out of or in connection with the performance or nonperformance of Carrier's duties under this agreement, including but not limited to any spillage arising from delivery of the Product by Carrier to Customer, except those caused by PPI willful misconduct. Compromise or settlement of any matters relating to such action, or any claim or demand arising out of or in connection with such liabilities, obligations or events, and choice of legal counsel shall be subject to PPI consent, which shall not be unreasonably withheld.

9. GENERAL

9.1 Attorneys' Fees. If either party commences or is made a party to any litigation, arbitration, mediation or other judicial or administrative proceeding ("Proceeding") to enforce, interpret or obtain a declaration of rights under this agreement, the prevailing party in such Proceeding shall be entitled to recover from the other party all attorneys' fees, costs (whether otherwise taxable or recoverable) and expenses incurred in connection with such Proceeding or any appeal or enforcement of any judgment obtained in any such Proceeding. Any judgment or order entered in any Proceeding shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment or order. The exclusive venue for any legal action to enforce this agreement shall be Huntington Beach, California.

9.2 Notices. All notices, requests, demands and other communications under this agreement shall be in writing and shall be deemed duly given (i) on the date of delivery if personally delivered, (ii) one business day after delivery by overnight courier, telegram or facsimile, or (iii) three business days after mailing if mailed by first class certified mail, postage prepaid, return receipt requested, to the parties at their addresses set forth on the signature page, or such other address designated from time to time in writing by such party to the other party.

9.3 Amendment and Waiver. This agreement may be amended only by a written agreement signed by all parties to this agreement. However, PPI may amend this agreement by Notice amendment to ensure its compliance with all laws, regulation or Customer specific requirements. Such notice shall become effective thirty (30) days following receipt by Carrier unless Carrier provides written Notice of Termination prior to the effective date of the Notice. Waiver of any provision of this agreement shall not be deemed or constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver.

9.4 Successors and Assigns. Subject to the prohibition against assignment set forth in paragraph 6 above, this agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, beneficiaries, legal representatives, successors and assigns.

9.5 Counterparts. This agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument.



9.6 Severability. Nothing contained herein shall be construed so as to require the commission of any acts contrary to law, and wherever there is a conflict between any provisions of this agreement and any present or future statute, law, ordinance or regulation, the former shall be curtailed and limited only to the extent necessary to make it comply with such statute, law, ordinance or regulation.

9.7 Entire Agreement. This agreement and attached exhibits represent the entire agreement between the parties with respect to the subject matter set forth above, and supersede all previous oral and written agreements, communications, representations or commitments.

9.8 Further Assurances. The parties covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this agreement.

9.9 Force Majeure. Either party shall be excused from performance of this Agreement if such party's performance is delayed or prevented by any circumstance beyond its reasonable control, including without limitation – Act of God, extreme weather conditions, war, fire, explosion, strike or other labor dispute, riot or other civil disturbance, or act or omission of any governmental authority.

10. Confidentiality. The Undersigned acknowledges that Pinnacle Petroleum, Inc. (hereby known as "Pinnacle") considers all pricing, commercial, customer and business liaison information for Pinnacle Petroleum, Inc. to be confidential and proprietary and that the owner wishes it to remain confidential ("the Confidential Information"). Accordingly, in consideration of the owner providing the Undersigned with a copy of the Confidential Information, the Undersigned agrees as follows.

10.1. The Undersigned agrees not to disclose the Confidential Information to any other third party, organization, without the owner's prior consent.

10.2. The Undersigned acknowledges and agrees that the unauthorized disclosure of the Confidential Information could result in irreparable injury to the owner and that the owner shall be entitled to injunctive relief to prevent further disclosure of the Confidential Information.

10.3. The undersigned agrees that during the term of this Agreement and for a period not less than one year following termination, that Carrier shall not directly or indirectly, on its own behalf or on behalf of or in conjunction with any person or legal entity, solicit or attempt to solicit PPI's contracted Customer's with which Carrier had contact while performing the duties defined herein. Any open bid opportunities, including spot quotes will not be considered contracted.

**Pinnacle Petroleum, Inc. a California Corporation**

By: \_\_\_\_\_

Its: \_\_\_\_\_

16651 Gemini Lane, Huntington Beach, Calif. 92647



CARRIER: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Address: \_\_\_\_\_

Motor Carrier Permit No.: \_\_\_\_\_

SCAC#: \_\_\_\_\_

U.S DOT No.: \_\_\_\_\_

**EXHIBIT A**

**EMERGENCY RESPONSE PLAN FOR PINNACLE PETROLEUM**

In the event that a Pinnacle Petroleum carrier is involved in an accident that results in a loss of cargo, the following procedures will be adhered to:

**DRIVER PROCEDURES:**

Outlined are the steps for a driver to follow in the event of a product mixture or a product spill.

**Note: The driver must contact Pinnacle Petroleum at 714-841-8877 and report all spills immediately- 24/7.**

**PINNACLE PETROLEUM DISPATCH PROCEDURES:**

**\*\*The contents of this document are proprietary and intended solely for the use of the addressee\*\***



Make an immediate determination from driver phone report as to how serious the cargo loss is:

- ❖ Approximate size of spill
- ❖ If driver cannot contain spill
- ❖ If spill cannot be entirely cleaned up
- ❖ Did spill reach a sewer or waterway?
- ❖ Has local fire, police or sheriff department been called?
- ❖ Does additional company equipment need to be dispatched to the scene?

**Contact Pinnacle Petroleum, Inc. immediately.** A determination will then be made if additional help is needed. PPI will follow through with Pinnacle Petroleum insurance.

**\*\*\*\* A written report by the driver must be received by Pinnacle Petroleum personnel within 24 hours of the spill. \*\*\*\***

#### RESPONSE PLAN FOR CARRIER

In the event of an accident, or incident involving a spill, you must take the steps necessary to secure the scene and notify the proper authorities and Pinnacle Petroleum personnel.

Please study this procedure and become familiar with the response you must make in the event of an accident or incident. Do not wait until an accident occurs to become familiar with these procedures. YOUR QUICK ACTION COULD PREVENT A MAJOR DISASTER!!

After you have done all you can to secure the scene, call the Pinnacle Petroleum supervisor. Report the accident and/or incident in writing within 24 hours. Include:

- ❖ Location and time of accident/incident
- ❖ Brief description of accident/incident
- ❖ Anyone injured? What is their condition?
- ❖ Have you called 911?
- ❖ Any product spilled? If so, type of product and quantity.
- ❖ If product spilled, is it contained? Has it reached a sewer or waterway?
- ❖ Any other details you feel are important

#### SPILL CONTAINMENT PROCEDURE FOR DRIVER

1. Stop product flow
  - Shut off all valves
2. Contain product
  - Keep product from flowing into a storm drain or sewer
  - Dam product with sorbent pads
3. Clean up spill
  - Use sorbent pads or absorbent material

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**-DO NOT USE WATER!!**

4. Complete spill report (See above)

#### PROCEDURES FOR SPILLS

1. Safety representative and/or Management representative from trucking company to inspect the scene **immediately.**
2. Trucking company must report within 24 hours via written notification to Pinnacle Petroleum.
3. Driver must write incident report as well as the Management representative of trucking company.
4. Do not water it!
5. If near a water supply, contact Dispatch Supervisor and/ or Department Manager **immediately.**

If carrier doesn't alert Pinnacle Petroleum within 24 hours, carrier will be put on notice for potential liability of damages.

- **Explain how you handle tax exempt agencies.**

Pinnacle Petroleum, Inc. conducts monthly gallons audits in our month end reporting to ensure every gallon purchased has been sold to report proper accounting practices. Additionally, our tax department is audited by various state and federal agencies year to year to ensure our accounting policies adhere to the rules and regulations of each states tax policy for each product delivered. On an annual basis, each customer account is internally audited to update any tax exemption certificates, or corporate address changes. As a corporation, Pinnacle Petroleum, Inc. has its year-end financial statements reviewed with an external CPA.

- **List applicable certifications.**

- WBME Clearinghouse #95IS0030
- National WBENC Certification #240301
- SAM Certified Cage Code #07ZM0
- City of Los Angeles SBE Certification
- NCTRCA WBE Certification #WFWB50289N0920
- Montgomery County, MD MFD Certified
- Howard County, MD MBE Certified

- **Explain any differences in service to Alaska and Hawaii**

Pinnacle Petroleum, Inc. does not service Alaska. Hawaii will be billed at our cost plus freight since there is not an applicable OPIS index in Hawaii.

**\*\*The contents of this document are proprietary and intended solely for the use of the addressee\*\***



**PINNACLE  
PETROLEUM**



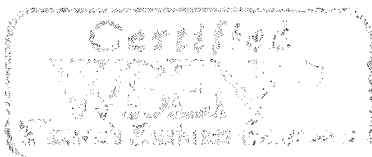
## TAB 6 – REFERENCES

**\*\*The contents of this document are proprietary and intended solely for the use of the addressee\*\***

# Tab 6 – References

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- ◆ Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.
  
- ◆ All references should include the following information from the entity:
  - Entity Name
  - Contact Name and Title
  - City and State
  - Phone
  - Years Serviced
  - Description of Services
  - Annual Volume
  
- ◆ NCPA also accepts Procurated review scores to evaluate relationships with their customers. Vendors without a current Procurated score will be rated based solely on the references provided, and will not be penalized for lack of Procurated scoring. To find out your company's Procurated score please go to <https://www.procurated.com>.





**PINNACLE  
PETROLEUM**



## TAB 7 – PRICING

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## Tab 7 – Pricing

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- ◆ Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.
  
- ◆ Price lists must contain the following:
  - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
  - Description
  - Vendor's List Price
  - Percent Discount to NCPA participating entities
  - Please submit pricing as OPIS average + \$X.XX differential. List/explain applicable tax and freight fees.
  - On a separate page please clearly list any products/services/software that OPIS pricing is not applicable for. List MSRP and discount (ceiling price) to NCPA agencies.
  
- ◆ Not To Exceed Pricing
  - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
  - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
  - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.



**PINNACLE  
PETROLEUM**



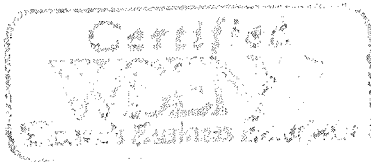
## TAB 8 - VALUE ADDED PRODUCTS AND SERVICES

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# Tab 8 – Value Added Products and Services

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- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.



## TAB 8 Value Added Products and Services

Pinnacle Petroleum, Inc. offers bulk fuel storage monitoring systems at a pass-thru cost to the customer which usually is between \$0.005 - \$0.015 per gallon depending on volume. Currently, Pinnacle Petroleum, Inc. manages fuel inventory for over 100 tanks which has saved our customers **hundreds of thousands** of dollars over the past 28 years. This is due to our Fuel Management Capability, Effective Inventory Management (VMI), and Fuel Management Goals/Benchmarking/Savings.

### Current Programs

Pinnacle Petroleum, Inc.'s current program used to facilitate all orders, invoices, payment is Sage 100. This ERP accounting software is an innovative, flexible solution that offers modern architecture, robust features, ease of use, and powerful customization to ensure all invoices have the correct information for processing. Our dispatch team is trained in fuel management software that includes, but is not limited to MyTitan, Gasboy, Veedor Root, and Belshire.

### Audit Controls

Pinnacle Petroleum, Inc. conducts monthly gallons audits in our month end reporting to ensure every gallon purchased has been sold to report proper accounting practices. Additionally, our tax department is audited by various state and federal agencies year to year to ensure our accounting policies adhere to the rules and regulations of each states tax policy for each product delivered. On an annual basis, each customer account is internally audited to update any tax exemption certificates, or corporate address changes. As a corporation, Pinnacle Petroleum, Inc. has its year-end financial statements reviewed with an external CPA.

### Reporting Capabilities

Pinnacle Petroleum, Inc. has the ability to provide custom reporting capabilities on a monthly, quarterly, or annual basis that includes but is not limited to total volume purchased, sales, GL account, and taxes. If the City of Forth Worth or OMNIA Partners provides the parameters and requires a custom report, Pinnacle Petroleum, Inc. has no problem generating the report. Any report that is required will be discussed and reviewed in the custom onboarding process.

### ISNetworld Certified Vendor

Pinnacle Petroleum, Inc. is proud to announce we have completed all the requirements to become ISNetworld certified!



**\*\*The contents of this document are proprietary and intended solely for the use of the addressee\*\***





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## WHY CHOOSE PINNACLE?

- 1) **NCPA** has direct access to Management and Owner of Pinnacle Petroleum, Inc.
- 2) **Pinnacle Petroleum** has 2 years of experience servicing federal and local governments as well as public and private corporations that would be eligible NCPA partners.
- 3) **Pinnacle Petroleum** has never let a site run out of fuel even in a delivery crisis!
- 4) **Pinnacle Petroleum** has refinery support for fuel.
- 5) **Pinnacle Petroleum** staff is responsive, courteous and available 24/7.
- 6) **Pinnacle Petroleum** won the **national** Southwestern Bell Supplier (AT&T) of the Year Award for Customer Service, chosen from over 14,000 vendors.
- 7) **Pinnacle Petroleum** has received the SDG&E Mark of Excellence Award for outstanding service during a National Disaster from SDG&E.
- 8) **Pinnacle Petroleum** has received the Sempra Supplier of the Year Award for outstanding service from Sempra Utilities, chosen from over 10,000 vendors!
- 9) **Pinnacle Petroleum** has saved its customers **hundreds of thousands of dollars** in savings due to our custom Fuel Management Plan.

**Pinnacle Petroleum** will satisfy all tier 1 diversity spend as a certified Women Owned Business.

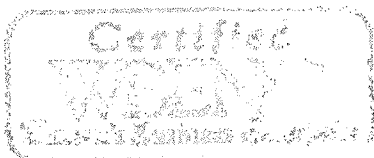


## TAB 9 – REQUIRED DOCUMENTS

# Tab 9 – Required Documents

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- ◆ Federal Funds Certifications
- ◆ Clean Air and Water Act & Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum



## **Federal Funds Certifications**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a 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 \$250,000, 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.

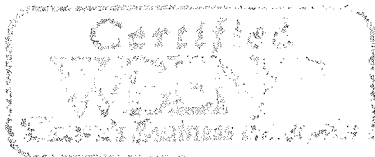
- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(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 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

(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.



**PINNACLE PETROLEUM, INC.**  
16651 Gemini Lane  
Huntington Beach, CA 92647

(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
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(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.

(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,

PINNACLE PETROLEUM, INC  
16651 Gemini Lane  
Huntington Beach, CA 92647

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

(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 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

(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 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

(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:

- 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.
- 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.
- 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 all subrecipients shall certify and disclose accordingly.

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

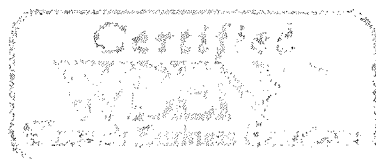
When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 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.

#### **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).

#### **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. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.



PINNACLE PETROLEUM, INC  
16651 Gemini Lane  
Huntington Beach, CA 92647

## CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial 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. This right of access will last only as long as the records are retained.

## 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.


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

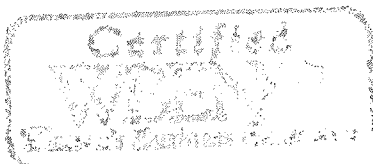
Offeror: Pinnacle Petroleum, Inc.

Address: 16651 Gemini Lane

City, State, Zip: Huntington Beach, CA 92647

Authorized Signature: 

Date: 7/18/2022



PINNACLE PETROLEUM, INC.  
16651 Gemini Lane  
Huntington Beach, CA 92647

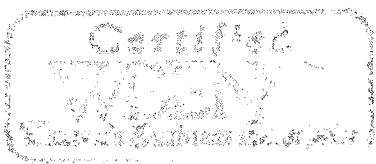


**Clean Air and Water Act & Debarment Notice**

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor Pinnacle Petroleum, Inc.  
Print Name Liz McKinley  
Address 16651 Gemini Lane  
City, State, Zip Huntington Beach, CA 92647  
Authorized signature [Signature]  
Date 7/18/2022



FINNACLE PETROLEUM, INC.  
16651 Gemini Lane  
Huntington Beach, CA 92647

## Contractor Requirements

### **Contractor Certification Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

### **Fingerprint & Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

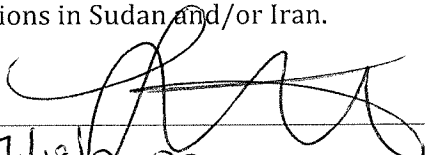
Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

### **Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature

Date

  
\_\_\_\_\_  
7/18/2022



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**Antitrust Certification Statements (Tex. Government Code § 2155.005)**

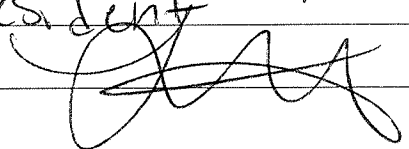
I affirm under penalty of perjury of the laws of the State of Texas that:

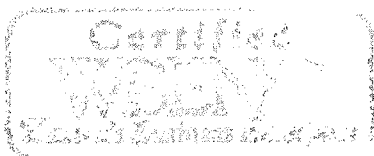
(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name Pinnacle Petroleum, Inc.  
Address 16651 Gemini Lane  
City/State/Zip Huntington Beach, CA 92647  
Telephone No. (714) 841-8877  
Fax No. (714) 841-8855  
Email address lmckinley@pinnaclepetroleum.com  
Printed name Liz McKinley  
Position with company President  
Authorized signature 



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## Required Clauses for Federal Assistance provided by FTA

### ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.*

### CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. 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. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
  - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC)

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implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
  - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
  - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

*Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.*

### **DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all

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applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

#### **ENERGY CONSERVATION REQUIREMENTS**

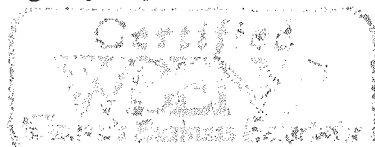
Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

#### **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

#### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8<sup>th</sup>, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.



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## NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

*Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.*

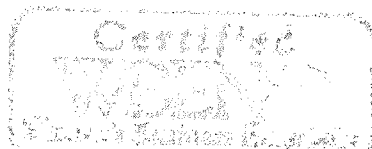
## PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*



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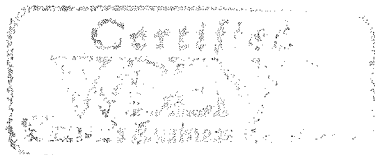
**State Notice Addendum**

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

[http://www.usa.gov/Agencies/State and Territories.shtml](http://www.usa.gov/Agencies/State%20and%20Territories.shtml)

<https://www.usa.gov/local-governments>



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