



# CITY OF FORT WORTH BID OFFER

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

Invited: PUBLIC EVENT DETAILS

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

Email: FMSPurchasingResponses@fortworthtexas.gov

## Event Description

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

## Terms & Conditions

A pre-bid conference will be held at 10:00 AM, Wednesday September 3, 2019, at the City's Budget Office Conference Room, 3rd Floor, City Hall, 200 Texas Street, Fort Worth, Texas, 76111. FAILURE TO ATTEND THE PRE-BID CONFERENCE WILL IMPACT A POTENTIAL VENDOR'S ABILITY TO SUBMIT A FULLY INFORMED AND COMPETITIVE BID RESPONSE. ATTENDANCE IS NOT MANDATORY BUT IS STRONGLY ENCOURAGED.

Proposals are solicited for furnishing the material and services as set forth in this solicitation. Completed

Proposals including

one executed original, one copy and one USB flash drive containing electronic versions of all proposal documents

must be received in the Purchasing Division by 1:30 P.M., September 26, 2019 and then publicly opened and read aloud at 2:00 P.M. in the Council Chambers. Proposals must be submitted in a sealed envelope WITH THE BID

NUMBER

WRITTEN ON THE OUTSIDE OF THE ENVELOPE, addressed to the Purchasing Manager. YOUR BID MUST BE RECEIVED BY THE PURCHASING OFFICE AND TIME STAMPED PRIOR TO THE 1:30 DEADLINE IN ORDER TO BE CONSIDERED. Proposals shall be mailed or hand delivered to the following address:

City of Fort Worth, Purchasing Division,

Lower Level, City Hall, 200 Texas Street, Fort Worth, Texas 76102

Proposals delivered by special courier (i.e. Federal Express, Special Delivery etc.) are to be marked on the outside of the courier's shipping envelope BID No. 19-0000037 MOTOR AND AVIATION FUEL AND RELATED SERVICES AND MUST BE RECEIVED BY THE PURCHASING OFFICE AND TIME STAMPED PRIOR TO THE 1:30 DEADLINE IN ORDER TO BE CONSIDERED

## SECTION NO. TITLE

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

SECTION I GENERAL PROVISIONS

SECTION II STANDARD TERMS AND CONDITIONS

SECTION III SCOPE OF WORK

SECTION IV DETAILED CITY OF FORT WORTH SPECIFICATIONS

SECTION V INSURANCE

EXHIBIT A-H REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT

ATTACHMENT A

ATTACHMENT B PRICE PROPOSAL

ATTACHMENT C GEOGRAPHIC COVERAGE CHECKLIST

ATTACHMENT D CITY OF FORT WORTH SAMPLE CONTRACT



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LOWER LEVEL CITY HALL  
200 TEXAS ST.  
Fort Worth TX 76102  
United States

**Email:** FMSPurchasingResponses@fortworthtexas.gov

## Event Description

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

## Terms & Conditions

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

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

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SECTION V INSURANCE

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

ATTACHMENT B PRICE PROPOSAL

ATTACHMENT C GEOGRAPHIC COVERAGE CHECKLIST

ATTACHMENT D CITY OF FORT WORTH SAMPLE CONTRACT

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



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PURCHASING DIVISION  
LOWER LEVEL CITY HALL  
200 TEXAS ST.  
Fort Worth TX 76102  
United States

Email: FMSPurchasingResponses@fortworthtexas.gov

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

Company Name: Truman Arnold Companies d-b-a. TAL Energy  
Company Address: 100 Crescent Court Suite 1600  
City, State, Zip: Dallas, TX 75201  
Vendor Registration No. 75-1289172  
Printed Name of Officer or Authorized Representative: Chad Hebert  
Title: General Manager of Sales  
Signature of Officer or Authorized Representative: CHH  
Date: 10/1/19  
Email Address: chebert@talenergy.com  
Phone Number: 972-807-7873



# CITY OF FORT WORTH BID OFFER

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PURCHASING DIVISION  
LOWER LEVEL CITY HALL  
200 TEXAS ST.  
Fort Worth TX 76102  
United States

Email: FMSPurchasingResponses@fortworthtexas.gov

## Line Details

Line: 1				
Description:	Qty	Unit	UnitPrice	Total
Aviation Fuels	1.00	EA	<input type="text"/>	<input type="text"/>
Line: 2				
Description:	Qty	Unit	UnitPrice	Total
Motor Fuels	1.00	EA	<input type="text"/>	<input type="text"/>
Total Bid Amount:			<input type="text"/>	

Please see Attachment E Rack market Differential Pricing Spreadsheet



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

Company Name: Truman Arnold Companies d.b.a. TAC Energy  
Company Address: 100 Crescent Court Suite 1600  
City, State, Zip: Dallas, TX 75201  
Vendor Registration No. 75-1289172  
Printed Name of Officer or Authorized Representative: Chad Hebert  
Title: General Manager of Sales  
Signature of Officer or Authorized Representative: [Signature]  
Date: 10/1/19  
Email Address: chebert@tacenergy.com  
Phone Number: 972-807-7873

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

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

Truman Arnold Companies d.b.a. TAC Energy  
100 Crescent Court Suite 1600  
Dallas, TX 75201  
972-807-7873


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

Greg Arnold  
Address and Phone Number same as above.

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

Truman Arnold Companies  
Address and Phone Number same as above.

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

Signature:  / Title: General Manager of Sales

Company Name: Truman Arnold Companies d.b.a. TAC Energy

Company Address: 100 Crescent Court Suite 1600 Dallas, TX 75201

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

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

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**TO WHOM IT MAY CONCERN:**

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

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**DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

Requirements for National Cooperative Contract

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

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

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

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

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

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

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

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

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

#### APPENDIX II TO 2 CFR PART 200

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

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

Does offeror agree? YES  Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES  Initials of Authorized Representative of offeror

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

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

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

Does offeror agree to abide by the above? YES CH Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES CH Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES CH Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES CH Initials of Authorized Representative of offeror

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

Requirements for National Cooperative Contract

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

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

Does offeror agree? YES CH Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES CH Initials of Authorized Representative of offeror

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

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

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES CH Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES CH Initials of Authorized Representative of offeror

Requirements for National Cooperative Contract

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

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

Does offeror agree? YES CHN W/CH Initials of Authorized Representative of offeror

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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

Does offeror agree? YES CHN W/CH Initials of Authorized Representative of offeror

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

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

Does offeror agree? YES CHN W/CH Initials of Authorized Representative of offeror

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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

Does offeror agree? YES CHN W/CH Initials of Authorized Representative of offeror

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

Offeror's Name: Truman Arnold Companies d.b.a. TAC Energy

Address, City, State, and Zip Code: 100 Crescent Court Suite 1000 Dallas, TX 75201

Phone Number: 972-807-7873 Fax Number: 214-954-0382

Printed Name and Title of Authorized Representative: Chad Hebert - General Manager of Sales

Email Address: chebert@tacenergy.com

Signature of Authorized Representative: CHN W/CH Date: 10/1/19

Attachment B

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

Please see Attachment E Rack Market Differential Pricing Spreadsheet.

## Attachment C

### Geographic Coverage Checklist

Geographic Area to be serviced by Supplier	Capable of Servicing? (Yes / No)
All 48 Contiguous United States including the District of Columbia (if Yes, then no need to identify states individually below)	Yes
Alabama	
Arizona	
Arkansas	
California	
Colorado	
Connecticut	
Delaware	
Florida	
Georgia	
Idaho	
Illinois	
Indiana	
Iowa	
Kansas	
Kentucky	
Louisiana	
Maine	
Maryland	
Massachusetts	
Michigan	
Minnesota	
Mississippi	
Missouri	
Montana	
Nebraska	
Nevada	
New Hampshire	
New Jersey	
New Mexico	
New York	
North Carolina	
North Dakota	
Ohio	
Oklahoma	
Oregon	

Attachment C

**Geographic Coverage Checklist (continued)**

Pennsylvania	
Rhode Island	
South Carolina	
South Dakota	
Tennessee	
Texas	
Utah	
Vermont	
Virginia	
Washington	
West Virginia	
Wisconsin	
Wyoming	
District of Columbia	

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

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**NEW JERSEY BUSINESS COMPLIANCE**

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

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

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

DOC #7 New Jersey Business Registration Certificate

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

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

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

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

Company Name: Truman Arnold Companies d.b.a. TAC Energy

Street: 100 Crescent Court Suite 1600

City, State, Zip Code: Dallas, TX 75201

**Complete as appropriate:**

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

**OR:**

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

**OR:**

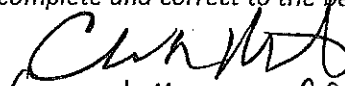
I Chad Hebert, an authorized representative of TAC Energy, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself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

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

Name	Address	Interest
<u>None</u>		

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

10/1/19  
Date

  
General Manager of Sales  
Authorized Signature and Title

## NON-COLLUSION AFFIDAVIT

Company Name: Truman Arnold Companies d.b.a. TAC EnergyStreet: 100 Crescent Court Suite 1600City, State, Zip Code: Dallas, TX 75201State of TexasCounty of DallasI, Chad Hebert of the Dallas  
Name Cityin the County of Dallas, State of Texas  
of full age, being duly sworn according to law on my oath depose and say that:I am the General Manager of Sales of the firm of Truman Arnold Companies d.b.a. TAC Energy  
Title Company Name

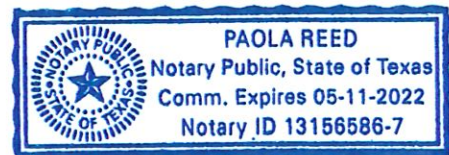
the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken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

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

Truman Arnold Companies d.b.a. TAC Energy  
Company Name

Chad Hebert General Manager of Sales  
Authorized Signature & Title

Subscribed and sworn before me

this 1st day of October, 2019Paola ReedNotary Public of TexasMy commission expires 5, 2022

SEAL

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

Company Name: Truman Arnold Companies d.b.a. TAC Energy  
Street: 100 Crescent Court Suite 1600  
City, State, Zip Code: Dallas, TX 75201

**Proposal Certification:**

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

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

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

Circled  
A  
Below

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

☒ A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

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

10/1/19  
Date

Chris General Manager of Sales  
Authorized Signature and Title

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

PROCUREMENT, PROFESSIONAL AND SERVICE  
CONTRACTS

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

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

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

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

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

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

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

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

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

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

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Signature of Procurement Agent

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Public Agency Instructions

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

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

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

**Contractor Instructions**

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

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

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

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

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

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

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

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

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

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

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



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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

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

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

## STOCKHOLDER DISCLOSURE CERTIFICATION

## Name of Business:

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

OR

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

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

☐ Partnership

☒ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 1st day of October, 2019

(Notary Public)

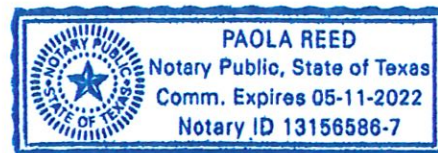
*Paola Reed*

My Commission expires: 5-11-2022

*Chad Hebert*  
(Affiant)

Chad Hebert - General Manager of Sales  
(Print name & title of affiant)

(Corporate Seal)



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

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

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

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

Offerors should submit the above form completed with their proposal.

TAC Energy will complete if awarded business  
in New Jersey.

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

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

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

*TAC Energy will complete if awarded business  
in New Jersey*



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

Addendum: No. 1

Addendum Date: September 19, 2019

Original Bid Opening: September 26, 2019

New Bid Opening Dated October 3, 2019

**Bid No. 19-0000015 issued August 21, 2019 is amended as follows:  
The purpose of this addendum is to amend and incorporate in full text the following provisions:**

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

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

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

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

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

54. In section 15.1.4 on page 20, could you please provide more details about how each category of evaluation criteria will be scored and what information will be used to determine that score? The bid evaluation will be based on "Overall Best Value." Price will be considered on the bid as well.
55. In regards to the Diesel Exhaust Fluid Pricing: It appears that attachment is requesting in column B rows 101-103 a cost for the storage containers of each volume size. It then appears that in the following columns D-CD that differentials to the OPIS posting are requested in the same sense that other refined fuel products are being priced off of. While OPIS does provide postings for the other products requested, Diesel Exhaust Fluid is not priced by the OPIS index but rather the NOLA index.
56. How should vendors fill out the current DEF pricing section? Utilize the OPIS posting
57. How should vendors provide Diesel Exhaust Fluid pricing? Per bulk gallon.
58. Can you please specify what a "bulk gallon containment" is? Are you requesting totes? Or bulk deliveries via tank-wagon or transport? The City will be requesting tank wagon/bobtail deliveries.
59. It appears as if the OMNIA administrative rebate is expressed in a percent of the total invoice amount. In the petroleum industry vendors profits are based on a cent per gallon basis as opposed to a percent of total goods sold basis. The price of the commodity itself will rise and fall throughout the contract but vendors will not make more or less as a result.
60. Will OMNIA consider turning the rebate fee towards a cent per gallon rebate? If so, what will the cent per gallon rebate be? The present you saw was an example; however the contract is based on \$.01 cent per gallon.
61. In regard to the pricing page: Each product has a row for pricing "Split Loads" delivery fees. Since section 5.0 DELIVERY/FREIGHT states that, "Delivery charges shall be a direct cost pass-through to the Participating Agency. No mark-up or profit shall be added to actual freight / delivery costs to a Participating Agency." How should vendors complete this section of the pricing page if they plan on directly passing through all split load fees. The split load fee will be a separate line item for two different deliveries, because the site could not hold what was ordered.
62. In regard to the pricing page: for conventional and reformulated gasoline, gasoline is separated into three products – regular, midgrade, and premium. E10 gasoline also has OPIS postings throughout the country for regular, midgrade, and premium. How are we to price the E10 product? Dallas/Metro OPIS Net Rack Average price
63. For the City of Fort Worth's fuel deliveries, are you only requiring to be priced off of OPIS Dallas/Fort Worth Metro? Is there a pricing page for the City of Fort Worth, or any stipulations regarding the format of the pricing page for the City of Fort Worth? Fort Worth will utilize Dallas/Metro OPIS Net Rack Average price. Please provide invoices and bill of lading for the City of Fort Worth. We require Bill of Lading at the time of Delivery, Invoice will be mailed or emailed to our account payables.
64. Please clarify the difference between Transport and Short Transportation
- Transport Load are 7,000 or more gallons.
  - Short Transport Loads are 4,001 to 6,999 gallons.
  - Bobtail/Wagon Loads are 100 to 4,000 gallons.

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

All other terms and conditions remain the same.



LaKita Slack-Johnson  
Buyer II, Purchasing

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COMPANY NAME: Truman Arnold Companies d.b.a. TAC Energy

SIGNATURE: Celnys

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