



COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between Mansfield Oil Company of Gainesville, Inc. ("Vendor") and the **City of Burleson, ("Customer" or "Authorized Customer")**, a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the City of Fort Worth, TX Cooperative Purchasing ("Cooperative Entity") and Vendor, **Contract No. 53315-A1**, as amended, (the "Agreement") with an expiration date of 06/30/2025.

This Customer Agreement includes and shall be governed by the following items which are attached hereto and/or incorporated herein by reference.

- i. The terms and conditions of the Agreement, which are incorporated herein by reference and available online or upon request from Vendor;
- ii. The City of Burleson Standard Terms and Conditions, which are incorporated herein by reference and available at **this link** or upon request from the Customer.
- iii. The attached Vendor Quote/Purchase Order, if applicable;
- iv. The Standard Addendum with the City of Burleson, if applicable

Authorized Customer is eligible and desires to purchase

Motor fuels as outlined in Attachment A.

pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits.

Purchase Price - Payments under this Customer Agreement are in the amount of THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00) ("Purchase Price").

Term - The Term of this Customer Agreement ("Term") shall be for one of the following as selected below (Select the type of contract that applies):

Single Purchase Contract -The Term shall not exceed one (1) year, unless acknowledged in writing by both parties, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

Supply / As Needed Contract- The Term shall be effective as of October 1st and shall expire on September 30th at the end of FY. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

Multi-Year Contract-The Term shall be for one (1) year(s) expiring on _____.
This Customer Agreement may be renewed for two one- year renewals . Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds \$50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty. If the price of any individual project under this contract exceeds \$50,000 a performance bond is required. If the individual project price exceeds \$100,000 both performance and payment bonds are required.

Emergency Purchase - Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is \$50,000 or more.

(Standard Addendum - Select if Vendor has additional terms and conditions that apply to this purchase)

Standard Addendum with the City of Burleson, Texas - If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall agree to the Standard Addendum with the City of Burleson, Texas. Such applicable terms and conditions as set forth in the Standard Addendum shall supersede any conflicting terms of the Vendor's terms and conditions, and such Standard Addendum shall control. The Standard Addendum is incorporated herein by reference and **available online** or by request and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this the 6TH day of JANUARY 2025 .

CITY OF BURLESON


By: _____

Name: _____

Title: _____

Date: _____

VENDOR, Mansfield Oil Company of Gainesville, Inc.

Signed By:  _____

Name: Dan Luther

Title: VP, Government Sales

Date: 12/12/2024

Date: _____

ATTACHMENT A**AMENDMENT NO. 1 TO
CITY SECRETARY CONTRACT NO. 53315**

This Amendment is made and entered into by and between the City of Fort Worth (hereafter “City”) and Mansfield Oil Company of Gainesville, Inc. (hereafter “Supplier”). City and Agency may be referred to individually as a “Party” and jointly as “the Parties”.

WHEREAS, on January 1, 2020, the Parties entered into City Secretary Contract 53315 for motor fuels, aviation fuels and related services; and

WHEREAS, the Parties mutually agree to amend the Agreement to extend the term for an additional six-month period.

NOW, THEREFORE, the Parties, acting herein by and through their duly authorized representatives, enter into the following agreement:

**I.
AMENDMENTS**

The term of the Agreement is hereby extended to June 30, 2025. In the event that more time is needed to complete these tasks, Supplier and City may mutually agree to a final six-month extension in writing.

**II.
ALL OTHER TERMS SHALL REMAIN THE SAME**

All other provisions of the Agreement which are not expressly amended herein shall remain in full force and effect.

**III.
ELECTRONIC SIGNATURE**

This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature, shall be treated as and shall have the same effect as an original.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

ACCEPTED AND AGREED:

By: *Dana Burghdoff*
 Name: Dana Burghdoff
 Title: Assistant City Manager

Date: Sep 3, 2024

APPROVAL RECOMMENDED:

By: *Marilyn Marvin*
 Name: Marilyn Marvin
 Title: Interim Property Management Director

ATTEST:

By: *Jannette S. Goodall*
 Name: Jannette S. Goodall
 Title: City Secretary



CONTRACT COMPLIANCE MANAGER:
 By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

By: *Eliana Guevara*
 Name: Eliana Guevara
 Title: PMD Assistant Director

APPROVED AS TO FORM AND LEGALITY:

By: *Jessika Williams*
 Name: Jessika Williams
 Title: Assistant City Attorney

CONTRACT AUTHORIZATION:
 M&C:19-0413
 1295: 2019-558786

Mansfield Oil Co. of Gainesville, Inc.

By: *Dan Luther*
 Name: Dan Luther
 Title: Vice President Government Sales

OFFICIAL RECORD
CITY SECRETARY
FT. WORTH, TX

CITY COUNCIL AGENDA



DATE: 12/17/2019 **REFERENCE NO.:** M&C 19-0413 **LOG NAME:** 13PMOTOR AND AVIATION FUEL LSJ PMD

CODE: P **TYPE:** NON-CONSENT **PUBLIC HEARING:** NO

SUBJECT: Award a Multiple National Award and Authorize Execution of Non-Exclusive Agreements with Mansfield Oil Co. of Gainesville, Inc., Martin Eagle Oil Company, Inc., Truman Arnold Companies, Pinnacle Petroleum, Inc., and Petroleum Traders Corporation in an Annual Amount Up to \$12,000,000.00 for Motor Fuels and Aviation Fuels for the Property Management Department and Other Public Agencies; Authorize Execution of a Rebate Agreement with National Intergovernmental Purchasing Alliance Company d/b/a OMNIA Partners, Public Sector (ALL COUNCIL DISTRICTS)

RECOMMENDATION:

It is recommended that the City Council:

1. Award a multiple national award to Mansfield Oil Co. of Gainesville, Inc., Martin Eagle Oil Company, Inc., Truman Arnold Companies, Pinnacle Petroleum, Inc., and Petroleum Traders Corporation as suppliers of motor and aviation fuels for public agencies in all forty-eight contiguous states in the United States;
2. Authorize Execution of Non-Exclusive Agreements with Mansfield Oil Co. of Gainesville, Inc., Martin Eagle Oil Company, Inc., Truman Arnold Companies, Pinnacle Petroleum, Inc., and Petroleum Traders Corporation in an annual amount up to \$12,000,000.00 for Motor and Aviation Fuels for the Property Management Department; and
3. Authorize Execution of a Rebate Agreement with National Intergovernmental Purchasing Alliance Company d/b/a OMNIA Partners, Public Sector.

DISCUSSION:

The Property Management Department and other public agencies throughout the United States will use these agreements to obtain unleaded, diesel, Jet-A fuels, and alternative fuels required in the DFW nonattainment area to supply and operate equipment. No guarantee was made that a specific amount of these fuels would be purchased. Unleaded and diesel fuel will be used by various City departments. The Jet-A aviation fuel will be used by the Police Department.

The City previously awarded separate agreements for unleaded fuels and diesel fuels on December 2, 2014 (M&C P-11056) and for Jet-A aviation fuel on June 7, 2011 (M&C P-11716). The previous Agreements were competitively bid. During the previous year, the City purchased approximately \$5,370,552.18 of motor fuels and approximately \$42,643.00 of Jet-A aviation fuels. The additional estimated annual amount listed in this action is requested to cover potential increases in prices and volumes over the five year term of the Agreement. A price change of 50 cents per gallon can impact the annual expenditures by \$1,000,000.00.

Other public agencies participating in the previous agreements have purchased approximately 44,194,959 gallons of motor fuels. The City of Fort Worth expects to save approximately \$45,000.00 annually over previous agreements as a direct result of the increased volume of participation of the other public agencies.

Under the Rebate Agreement, the City of Fort Worth will receive a minimum of 8.333 percent of a one-cent administration fee that is paid to National Intergovernmental Purchasing Alliance d/b/a OMNIA Partners, Public Sector by the petroleum vendors for each gallon of fuel sold under these national cooperative contracts. This rebate could generate approximately \$50,000.00 annually in revenue to the City. The City will have no liability or responsibility for purchases by other public agencies. The Non-Exclusive Agreements were bid as a National Cooperative Purchasing Request for Proposals (RFP) to develop and encourage cooperative purchasing efforts to reduce the cost of motor and aviation fuel to the City and other public agencies. The RFP included estimated annual quantities from current public agencies using the contract and allowed for quantities additional new agencies may have under the contract with a total estimated quantity of 50 million gallons. The RFP evaluation factors included responsiveness and clarity of proposal, ability to meet City of Fort Worth specifications, the National Program, vendor qualifications and contract cost. Representatives of the City's Property Management Department, Fire, Police, Code Compliance, Transportation and Public Works and Water Departments were invited to participant in the evaluation. However, only Purchasing Division, Property Management Department, and Code Compliance participated in the evaluation of the proposals received and found all five participating fuel providers qualified in multiple categories; Mansfield Oil Co. of Gainesville, Inc., Martin Eagle Oil Company, Inc., Truman Arnold Companies, Pinnacle Petroleum, Inc., and Petroleum Traders Corporation to be the best evaluated firms for award of the agreements.

ADVERTISEMENT - A Request for Proposals (RFP) was advertised in the Fort Worth Star-Telegram on August 21, 2019, August 28, 2019, September 4, 2019, September 11, 2019, September 18, 2019, September 25, 2019 and October 2, 2019. Thirteen vendors were solicited from the purchasing database; five responses were received.

M/WBE OFFICE - A waiver of the goal for MBE/SBE subcontracting requirements was requested by the Purchasing Division and approved by the M/WBE Office, in accordance with the BDE Ordinance, because the purchase of goods or services is from sources where subcontracting or supplier opportunities are negligible.

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

AGREEMENT TERM - Upon City Council approval, these Agreements shall have an initial term of five years beginning on January 1, 2020 and ending on December 31, 2020.

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

FISCAL INFORMATION/CERTIFICATION:

The Director of Finance certifies that upon approval of the above recommendations funds are available in the current operating budget, as appropriated, and that contingent on the approval and the adoption of the Fiscal Year 2021 Budget by the City Council, funds will be available in the Fiscal Year 2021 Operating Budget, as appropriated, in the Fleet & Equipment Services (Fleet & Equip Serv) Fund. Prior to an expenditure being incurred, the Property Management Department has the responsibility to validate the availability of funds.

BQN\

TO

Fund	Department	Account	Project	Program	Activity	Budget	Reference #	Amount
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Submitted for City Manager's Office by:

Kevin Gunn (2015)

Originating Department Head:

Reginald Zeno (8517)

Additional Information Contact:

Cynthia Garcia (8525)

LaKita Slack-Johnson (8314)

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 Name: Dana Burghdoff
 Title: Assistant City Manager

Date: Sep 3, 2024

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By: *Marilyn Marvin*
 Name: Marilyn Marvin
 Title: Interim Property Management Director

ATTEST:

By: *Jannette S. Goodall*
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 Name: Eliana Guevara
 Title: PMD Assistant Director

APPROVED AS TO FORM AND LEGALITY:

By: *Jessika Williams*
 Name: Jessika Williams
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