



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 an Agency authorized to purchase goods or services pursuant to the Agreement between the CITY OF FORT WORTH ("Cooperative Entity") and Vendor, **Contract No. 63290**, as amended, (the "Agreement") with an expiration date of 05/31/2030.

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 FUEL AND RELATED SERVICES ON AN AS-NEEDED BASIS; SEE 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 TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) ("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 five (5) year(s) expiring on 06/15/2030.

This Customer Agreement may be renewed for two one-year renewals. Customer Agreement shall be with a single vendor for products and services. 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.

☐ **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 16TH day of JUNE 2025.

CITY OF BURLESON

By: _____

Name: _____

Title: _____

Date: _____

VENDOR MANSFIELD OIL COMPANY OF GAINESVILLE, INC.

By: _____

Name: _____

Title: _____

Date: _____



VENDOR SERVICES AGREEMENT

This **VENDOR SERVICES AGREEMENT** ("Agreement") is made and entered into by and between the **CITY OF FORT WORTH** ("City"), a Texas home-rule municipal corporation, and **MANSFIELD OIL COMPANY OF GAINESVILLE, INC.** ("Vendor"), a Georgia Corporation, each individually referred to as a "**party**" and collectively referred to as the "**parties**."

1. **Scope of Services.** The vendor will provide Motor and Aviation Fuels & Related Services. The City will purchase these products and services on an "as needed basis" for the Property Management Department ("Services"), as set forth in more detail in Exhibit "A," attached hereto and incorporated herein for all purposes.

2. **Term.** This Agreement begins on June 1, 2025 ("Effective Date") and expires on May 31, 2030 ("Expiration Date"), unless terminated earlier in accordance with this Agreement ("Initial Term"). City will have the option, in its sole discretion, to renew this Agreement under the same terms and conditions, for up to one (1) two-year renewal option ("Renewal Term").

3. **Compensation.**

3.1 The Vendor acknowledges that this is a non-exclusive agreement and there is no guarantee of any specific amount of work. Further, Vendor recognizes that the amount stated below in Section 3.2 is the total amount of funds available, collectively, for any Vendor that enters into an agreement with the City under the relevant Mayor and Council ("M&C") Communication and that once the full amount has been exhausted, whether individually or collectively, Vendor will not perform any additional services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City will not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

3.2 The maximum compensation amount allowed under this non-exclusive Agreement will be up to \$15,000,000.00 for Year One of the initial term, \$17,250,000.00 for Year Two of the initial term, \$19,837,500.00 for Year Three of the initial term, \$22,813,125.00 for Year Four of the initial term, \$26,235,094.00 for Year Five of the initial term. In the event City opts to renew the Agreement, the maximum compensation amount allowed is up to \$30,170,358.00 for Year One of the Renewal Term, and \$34,695,911.00 for Year Two of the Renewal Term.

3.3 Following the award of this Agreement, additional products and services of the same general category that could have been encompassed in the award, and that are not already made a part of the Agreement, may be added based on the discount provided on Vendor's bid response (if applicable) and price sheet provided with Vendor's bid response or a current quote provided from the Vendor.

3.4 The Parties may engage in multiple transactions under this Agreement. For each purchase made pursuant to this Agreement, Vendor must supply a quote and the quote must conform with the then-current pricing under the agreement or the discount provided on the Vendor's bid response if it is for an additional product and service of the same general category, as described above. If the City accepts the quote and places the order, that quote shall be considered an addendum to this agreement but is not required to be filed in the City records. The Parties will maintain all quotes for the 3-year Audit period included herein.

3.5 City will pay Vendor in accordance with the Prompt Payment Act (Chapter 2251 of the Texas Government Code) and provisions of this Agreement, including Exhibit "B," which is attached hereto and incorporated herein for all purposes.

3.6 Vendor will not perform any additional services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City will not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

4. Termination.

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

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

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

5. Disclosure of Conflicts and Confidential Information.

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

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

5.3 Public Information Act. City is a government entity under the laws of the State of Texas and all documents held or maintained by City are subject to disclosure under the Texas Public Information Act. In the event there is a request for information marked Confidential or Proprietary, City will promptly notify Vendor. It will be the responsibility of Vendor to submit reasons objecting to disclosure. A determination on whether such reasons are sufficient will not be decided by City, but by the Office of the Attorney General of the State of Texas or by a court of competent jurisdiction.

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

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

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

8. Liability and Indemnification.

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

8.2 **GENERAL INDEMNIFICATION - VENDOR HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO VENDOR'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE NEGLIGENCE ACTS OR OMISSIONS OR MALFEASANCE OF VENDOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS.**

8.3 **INTELLECTUAL PROPERTY INDEMNIFICATION – VENDOR AGREES TO DEFEND, SETTLE, OR PAY, AT ITS OWN COST AND EXPENSE, ANY CLAIM OR ACTION AGAINST CITY FOR INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE MARK, TRADE SECRET, OR SIMILAR PROPERTY RIGHT ARISING FROM CITY'S USE OF THE SOFTWARE AND/OR DOCUMENTATION IN ACCORDANCE WITH THIS AGREEMENT, IT BEING UNDERSTOOD THAT THIS AGREEMENT TO DEFEND, SETTLE OR PAY WILL NOT APPLY IF CITY MODIFIES OR MISUSES THE SOFTWARE AND/OR DOCUMENTATION. SO LONG AS VENDOR BEARS THE COST AND EXPENSE OF PAYMENT FOR CLAIMS OR ACTIONS AGAINST CITY PURSUANT TO THIS SECTION, VENDOR WILL HAVE THE RIGHT TO CONDUCT THE DEFENSE OF ANY SUCH CLAIM OR ACTION AND ALL NEGOTIATIONS FOR ITS SETTLEMENT OR COMPROMISE AND TO SETTLE OR COMPROMISE ANY SUCH CLAIM; HOWEVER, CITY WILL HAVE THE RIGHT TO FULLY PARTICIPATE IN ANY AND ALL SUCH SETTLEMENT, NEGOTIATIONS, OR LAWSUIT AS NECESSARY TO PROTECT CITY'S INTEREST, AND CITY AGREES TO COOPERATE WITH VENDOR IN DOING SO. IN THE EVENT CITY, FOR WHATEVER REASON, ASSUMES THE RESPONSIBILITY FOR PAYMENT OF COSTS AND EXPENSES FOR ANY CLAIM OR ACTION BROUGHT AGAINST CITY FOR INFRINGEMENT ARISING UNDER THIS AGREEMENT, CITY WILL HAVE THE SOLE RIGHT TO CONDUCT THE DEFENSE OF ANY SUCH CLAIM OR ACTION AND ALL NEGOTIATIONS FOR ITS SETTLEMENT OR COMPROMISE AND TO SETTLE OR COMPROMISE ANY SUCH CLAIM; HOWEVER, VENDOR WILL FULLY PARTICIPATE AND COOPERATE WITH CITY IN DEFENSE OF SUCH CLAIM OR ACTION. CITY AGREES TO GIVE VENDOR TIMELY WRITTEN NOTICE OF ANY SUCH CLAIM OR ACTION, WITH COPIES OF ALL PAPERS CITY MAY RECEIVE RELATING THERETO. NOTWITHSTANDING THE FOREGOING, CITY'S ASSUMPTION OF PAYMENT OF COSTS OR EXPENSES WILL NOT ELIMINATE VENDOR'S DUTY TO INDEMNIFY CITY UNDER THIS AGREEMENT. IF THE SOFTWARE AND/OR DOCUMENTATION OR ANY PART THEREOF IS HELD TO INFRINGE AND THE USE THEREOF IS ENJOINED OR RESTRAINED OR, IF AS A RESULT OF A SETTLEMENT OR COMPROMISE, SUCH USE IS MATERIALLY ADVERSELY RESTRICTED, VENDOR WILL, AT ITS OWN EXPENSE AND AS CITY'S SOLE REMEDY, EITHER: (A) PROCURE FOR CITY THE RIGHT TO CONTINUE TO USE THE SOFTWARE AND/OR DOCUMENTATION; OR (B) MODIFY THE SOFTWARE AND/OR DOCUMENTATION TO MAKE IT NON-INFRINGEMENT, PROVIDED THAT SUCH MODIFICATION DOES NOT MATERIALLY ADVERSELY AFFECT CITY'S AUTHORIZED USE OF THE SOFTWARE AND/OR DOCUMENTATION; OR (C) REPLACE THE SOFTWARE AND/OR DOCUMENTATION WITH EQUALLY SUITABLE, COMPATIBLE, AND FUNCTIONALLY EQUIVALENT NON-INFRINGEMENT SOFTWARE AND/OR DOCUMENTATION AT NO ADDITIONAL CHARGE TO CITY; OR (D) IF NONE OF THE FOREGOING**

ALTERNATIVES IS REASONABLY AVAILABLE TO VENDOR TERMINATE THIS AGREEMENT, AND REFUND ALL AMOUNTS PAID TO VENDOR BY CITY, SUBSEQUENT TO WHICH TERMINATION CITY MAY SEEK ANY AND ALL REMEDIES AVAILABLE TO CITY UNDER LAW.

9. Assignment and Subcontracting.

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

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

10. Insurance. Vendor must provide City with certificate(s) of insurance documenting policies of the following types and minimum coverage limits that are to be in effect prior to commencement of any Services pursuant to this Agreement:

10.1 Coverage and Limits

(a) Commercial General Liability:

\$1,000,000 - Each Occurrence
\$2,000,000 - Aggregate

(b) Automobile Liability:

\$1,000,000 - Each occurrence on a combined single limit basis

Coverage will be on any vehicle used by Vendor, or its employees, agents, or representatives in the course of providing Services under this Agreement. "Any vehicle" will be any vehicle owned, hired and non-owned.

(c) Worker's Compensation:

Statutory limits according to the Texas Workers' Compensation Act or any other state workers' compensation laws where the Services are being performed

Employers' liability

\$100,000 - Bodily Injury by accident; each accident/occurrence
\$100,000 - Bodily Injury by disease; each employee
\$500,000 - Bodily Injury by disease; policy limit

(d) Professional Liability (Errors & Omissions):

\$1,000,000 - Each Claim Limit
\$1,000,000 - Aggregate Limit

Professional Liability coverage may be provided through an endorsement to the Commercial General Liability (CGL) policy, or a separate policy specific to Professional E&O. Either is acceptable if coverage meets all other requirements. Coverage must be claims-made, and maintained for the duration of the contractual agreement and for two (2) years following completion of services provided. An annual certificate of insurance must be submitted to City to evidence coverage.

10.2 General Requirements

(a) The commercial general liability and automobile liability policies must name City as an additional insured thereon, as its interests may appear. The term City includes its employees, officers, officials, agents, and volunteers in respect to the contracted services.

(b) The workers' compensation policy must include a Waiver of Subrogation (Right of Recovery) in favor of City.

(c) A minimum of Thirty (30) days' notice of cancellation or reduction in limits of coverage must be provided to City. Ten (10) days' notice will be acceptable in the event of non-payment of premium. Notice must be sent to the Risk Manager, City of Fort Worth, 100 Fort Worth Trail, Fort Worth, Texas 76102, with copies to the Fort Worth City Attorney at the same address.

(d) The insurers for all policies must be licensed and/or approved to do business in the State of Texas. All insurers must have a minimum rating of A- VII in the current A.M. Best Key Rating Guide, or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management. If the rating is below that required, written approval of Risk Management is required.

(e) Any failure on the part of City to request required insurance documentation will not constitute a waiver of the insurance requirement.

(f) Certificates of Insurance evidencing that Vendor has obtained all required insurance will be delivered to the City prior to Vendor proceeding with any work pursuant to this Agreement.

11. Compliance with Laws, Ordinances, Rules and Regulations. Vendor agrees that in the performance of its obligations hereunder, it will comply with all applicable federal, state and local laws, ordinances, rules and regulations and that any work it produces in connection with this Agreement will also comply with all applicable federal, state and local laws, ordinances, rules and regulations. If City notifies Vendor of any violation of such laws, ordinances, rules or regulations, Vendor must immediately desist from and correct the violation.

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

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

To CITY: City of Fort Worth Attn: Assistant City Manager 100 Fort Worth Trail Fort Worth, TX 76102 With copy to Fort Worth City Attorney's Office at the same address	To VENDOR: Mansfield Oil Company of Gainesville, Inc. Chris Carter, Sr. Manager, Bids & Sales Analytics 1025 Airport Parkway SW Gainesville, GA 30501
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14. **Solicitation of Employees.** Neither City nor Vendor will, during the term of this Agreement and additionally for a period of one year after its termination, solicit for employment or employ, whether as employee or independent contractor, any person who is or has been employed by the other during the term of this Agreement, without the prior written consent of the person's employer. Notwithstanding the foregoing, this provision will not apply to an employee of either party who responds to a general solicitation of advertisement of employment by either party.

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

16. **No Waiver.** The failure of City or Vendor to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein does not constitute a waiver of City's or Vendor's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

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

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

19. Force Majeure. City and Vendor will exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but will not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance, or regulation; acts of God; acts of the public enemy; fires; strikes; lockouts; natural disasters; wars; riots; epidemics or pandemics; government action or inaction; orders of government; material or labor restrictions by any governmental authority; transportation problems; restraints or prohibitions by any court, board, department, commission, or agency of the United States or of any States; civil disturbances; other national or regional emergencies; or any other similar cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected (collectively, "Force Majeure Event"). The performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides notice of the Force Majeure Event, and an explanation as to how it prevents or hinders the Party's performance, as soon as reasonably possible after the occurrence of the Force Majeure Event, with the reasonableness of such notice to be determined by the City in its sole discretion. The notice required by this section must be addressed and delivered in accordance with Section 13 of this Agreement.

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

21. Review of Counsel. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, including the attached exhibits.

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

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

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

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

for violations of this provision by Vendor.

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

27. Signature Authority. The person signing this Agreement hereby warrants that they have the legal authority to execute this Agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. This Agreement and any amendment hereto, may be executed by any authorized representative of Vendor. Each party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto.

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

29. No Boycott of Israel. If Vendor has fewer than 10 employees or this Agreement is for less than \$100,000, this section does not apply. Vendor acknowledges that in accordance with Chapter 2271 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" has the meanings ascribed to those terms in Section 2271 of the Texas Government Code. **By signing this Agreement, Vendor certifies that Vendor's signature provides written verification to the City that Vendor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.**

30. Prohibition on Boycotting Energy Companies. Vendor acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. **To the extent that Chapter 2276 of the Government Code is applicable to this Agreement, by signing this Agreement, Vendor certifies that Vendor's signature provides written verification to City that Vendor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.**

31. Prohibition on Discrimination Against Firearm and Ammunition Industries. Vendor acknowledges that except as otherwise provided by Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. **To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, Vendor certifies that Vendor's signature provides written verification to City that Vendor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.**

32. Electronic Signatures. This Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, "electronic signature" means electronically scanned and transmitted versions (e.g. via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.

33. Entirety of Agreement. This Agreement contains the entire understanding and agreement between City and Vendor, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

(signature page follows)

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ACCEPTED AND AGREED:

<p>CITY OF FORT WORTH:</p> <p>By: <u><i>Valerie Washington</i></u> <small>Valerie Washington (May 16, 2025 10:37 CDT)</small></p> <p>Name: Valerie Washington Title: Assistant City Manager</p> <p>Date: <u>05/16/2025</u></p> <p>APPROVAL RECOMMENDED:</p> <p>By: <u><i>Marilyn Marvin</i></u></p> <p>Name: Marilyn Marvin Title: Property Management Department Director</p> <p>ATTEST:</p> <p>By: <u><i>Jannette Goodall</i></u></p> <p>Name: Jannette Goodall Title: City Secretary</p> 	<p>CONTRACT COMPLIANCE MANAGER:</p> <p>By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: <u><i>Denise Garcia</i></u> <small>Denise Garcia (May 15, 2025 10:54 CDT)</small></p> <p>Name: Denise Garcia Title: Purchasing Manager</p> <p>APPROVED AS TO FORM AND LEGALITY:</p> <p>By: <u><i>Amarna Muhammad</i></u></p> <p>Name: Amarna Muhammad Title: Assistant City Attorney</p> <p>CONTRACT AUTHORIZATION:</p> <p>M&C: 25-0066 M&C Approved: 1/28/2025 Form 1295: 2025-1253320</p>
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<p>VENDOR:</p> <p>Mansfield Oil Company of Gainesville, Inc.</p> <p>By: <u><i>Chris Carter</i></u> <small>Chris Carter (May 14, 2025 12:34 EDT)</small></p> <p>Name: Chris Carter Title: Sr. Manager, Bids & Sales Analytics</p> <p>Date: <u>05/14/2025</u></p>

OFFICIAL RECORD
CITY SECRETARY
FT. WORTH, TX

EXHIBIT A
SCOPE OF SERVICES

1.0 SCOPE OF SERVICES

- 1.1 The Vendor will provide Motor and Aviation Fuels & Related Services including, but not limited to, finished motor gasoline, finished aviation gasoline, Kerosene-Type Jet Fuel, Distillate Fuel Oil for on-highway and off-highway diesel engines, Renewable Diesel, Biodiesel, and Diesel Exhaust Fluid. The City will purchase these products and services on an “as needed basis” for the Property Management Department.

2.0 DEFINITIONS

- 2.1 City: The City of Fort Worth
- 2.2 Deliverable: Any products, services, report, software, hardware, data, documentation, or other tangible item that the Successful Proposer is required to provide to the City under the terms of a Contract.
- 2.3 Successful Proposer or Awarded Vendor: The proposer(s) that are offered a contract by the City of Fort Worth.
- 2.4 OPIS: Oil Price Information Service (<https://www.opisnet.com/>)
- 2.5 Vendor: A Proposer or an individual, partnership or corporation that is responsible for the performance of services under a contract awarded by the City, a Successful Proposer.
- 2.6 Transport Load: 7,000 to 9,000 gallons
- 2.7 Tank Wagon Load: 100 to 5,999 gallons
- 2.8 Short Transport Load: 4,001 to 6,999 gallons
- 2.9 Bobtail Load: 0 to 4,000 gallons
- 2.10 B.P.: Boiling Point
- 2.11 Split Load: Delivery where the Vendor delivers fuel to multiple city locations in one trip.
- 2.12 Split Load Fee: A fee for a delivery where the Vendor delivers fuel to multiple city locations in one trip.

- 2.13 Pump off Fee: A fee for pumping fuel into an above ground tank.
- 2.14 Stick Reading: A stick reading is a measurement of the fuel or fluid in a tank that is obtained by inserting a marked measuring stick into the tank.
- 2.15 American Society for Testing and Materials (ASTM): is a standards organization that develops and publishes voluntary consensus technical international standards for a wide range of materials, products, systems and services.
- 2.16 The following definitions are provided to establish a common understanding of the scope of this Agreement. The source for these definitions is the Energy Information Administration, which provides energy statistics for the U.S. government through the Department of Energy (<http://www.eia.gov/>).
- 2.16.1 Biodiesel: Any liquid bio-fuel suitable as a diesel fuel substitute or diesel fuel additive or extender. Biodiesel fuels are typically made from oils such as soybeans, rapeseed, or sunflowers, or from animal tallow. Biodiesel can also be made from hydrocarbons derived from agricultural products such as rice hulls.
- 2.16.2 Conventional Gasoline: Finished motor gasoline not included in the oxygenated or reformulated gasoline categories.
- 2.16.3 Renewable Diesel: Hydrotreating (hydro processing hydrodeoxygenation) also called renewable diesel is a biomass- derived transportation fuel suitable for use in diesel engines. It meets the ASTM D975 specification in the United States and EN 590 in Europe.
- 2.16.4 Distillate Fuel Oil: A general classification for one of the petroleum fractions produced in conventional distillation operations. It includes diesel fuels and fuel oils. Products known as No. 1, No. 2, and No. 4 diesel fuel are used in on highway diesel engines, such as those in trucks and automobiles, as well as off-highway engines, such as those in railroad locomotives and agricultural machinery.
- 2.16.5 Finished Aviation Gasoline: A complex mixture of relatively volatile hydrocarbons with or without small quantities of additives, blended to form a fuel suitable for use in aviation reciprocating engines. Fuel specifications are provided in ASTM Specification D 910, and Military Specification MIL-G5572.
- 2.16.6 Finished Motor Gasoline: A complex mixture of relatively volatile hydrocarbons with or without small quantities of additives, blended to form a fuel suitable for use in spark-ignition engines. Motor gasoline, as defined in ASTM Specification D 4814 or Federal Specification VV-G-

1690C, is characterized as having a boiling range of 122° to 158° degrees Fahrenheit at the 10 percent recovery point to 365° to 374° degrees Fahrenheit at the 90 percent recovery point. Motor Gasoline includes conventional gasoline; all types of oxygenated gasoline, including gasohol; and reformulated gasoline, but excludes aviation gasoline. Finished motor gasoline includes all ethanol blended gasoline (e.g. E10, E85).

2.16.7 Kerosene-Type Jet Fuel: A kerosene-based product having a maximum distillation temperature of 400° degrees Fahrenheit at the 10-percent recovery point and a final maximum boiling point of 572° degrees Fahrenheit and meeting ASTM Specification D 1655 (Clear, No Additive) and Military Specifications MIL-T- 5624P and MIL-T-83133D (Grades JP-5 and JP-8). It is used for commercial and military turbojet and turboprop aircraft engines.

2.16.8 Oxygenated Fuels Program Reformulated Gasoline (OPRG): is reformulated gasoline which is intended for use in an oxygenated fuels program control area during an oxygenated fuels program control period.

2.16.9 Reformulated Gasoline (RFG): Finished motor gasoline formulated for use in motor vehicles, the composition and properties of which meet the requirements of the reformulated gasoline regulations promulgated by the U.S. Environmental Protection Agency under Section 211(k) of the Clean Air Act. This category includes oxygenated fuels program reformulated gasoline (OPRG) but excludes reformulated gasoline blend-stock for oxygenate blending (RBOB).

2.16.10 Diesel Exhaust Fluid (DEF): commonly referred to as AdBlue in Europe and standardized as ISO 22241 is an Aqueous Urea Solution made with 32.5% high-purity urea (AUS 32) and 67.5% deionized water. DEF is used as a consumable in selective catalytic reduction (SCR) in order to lower NOx concentration in the diesel exhaust emissions from diesel engines.

3.0 COST

3.1 Benchmark Index Pricing – To determine pricing a formula will be utilized, consisting of a Benchmark Index and a Market Differential. Descriptions of the components of this price formula are provided below.

3.1.1 Benchmark Index

3.1.1.1 The City utilizes a benchmark index to establish a verifiable baseline fuel price per gallon. The benchmark index will be based on data provided by the Oil Price Information Service (OPIS) for Diesel and Unleaded. Specifically, the OPIS Contract Benchmark

File for Dallas Metro Texas will be utilized to establish the benchmark for each Rack market, and the 10:00 A.M. Eastern Standard Time (EST) Contract Rack Average prices for each fuel product will be the benchmark index. The OPIS Contract Benchmark File for Dallas Metro Texas is a snapshot of the Rack Average Vendor posting in each OPIS rack market at approximately 10:00 A.M. (EST) each day, including Saturday, but excluding Sunday. The snapshot includes all price moves from 6:00 P.M. (EST) the prior day up until the price file is frozen at approximately 10:00 A.M. (EST). The snapshot includes the prompt payment discounts offered by Vendors. The City prefers to utilize PLATTS Gulf Coast benchmark pricing for Jet-A fuel. If the vendor is proposing to use a different benchmark pricing for Jet-A, the benchmark pricing reports must be provided to the City on the date of each delivery.

3.1.1.2 **Dallas Metro Texas Net Rack Average** The benchmark index to be utilized for this agreement is based on the date of fuel delivery to the City.

3.1.2 Market Differential

3.1.2.1 The Market Differential set by the Vendor for each Rack market that Vendor is capable of providing motor and aviation fuels & related products and services for. The Market Differential is a four-digit decimal numerical value that is added to or subtracted from the benchmark index for a given fuel product by the Rack market. The Market Differential includes all cost and profit components determined by the Vendor, but should exclude any applicable taxes (see Taxes below) and delivery charges to the City (see Delivery/Freight below). Contract Market Differential prices are firm for the term of the contract except that price revisions will be permitted in accordance with the City of Fort Worth terms set forth herein. New differential pricing shall be commensurate with existing rack market differential pricing for the region whenever possible. This pricing is in connection with the Benchmark Index pricing.

3.1.3 Taxes

3.1.3.1 The City of Fort Worth may be a tax-exempt organization regarding federal, state, and/or local taxes on motor and aviation fuels & related products and services. It is the Vendor's responsibility to accurately assess, collect and remit to any taxing authority any fuel taxes after determination by the City of its tax-exempt status regarding any and all taxes on motor and aviation fuels & related products and services.

3.1.3.2 The price for fuels will be increased by the amount of any after-imposed tax, unless the legislative, judicial or administrative act says otherwise, or if the Vendor states in writing that such contract price does not include any contingency for such after-imposed tax. Such increase shall be prospective only and become effective upon such written notice. "After-imposed tax" means any new or increased Federal, State and Local excise tax or duty, except social security or other employment taxes, on fuel purchased using this agreement which the Vendor is required to pay or bear the burden of as the result of legislative, judicial, or administrative action taking effect after the effective date of the agreement.

3.1.3.3 The price for fuels will be decreased by the amount of any after-relieved tax. Such decrease shall be effective when realized. "After-relieved tax" means any amount of Federal, State and Local excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on fuel purchased using this agreement for which the Vendor is not required to pay or bear the burden of, or for which the Vendor obtains a refund or drawback, as the result of legislative, judicial or administrative action taking effect after the effective date of the agreement.

3.1.3.4 In accordance with IRS notice 88-30, the City of Fort Worth falls into the guidelines outlined in this section are exempt from paying a federal excise tax on diesel and/or aviation fuel. The City of Fort Worth, if applicable, will sign a certificate of exemption, to be maintained on file with the Vendor for the duration of the agreement.

3.1.4 Delay Time

3.1.4.1 Delay time is defined as the period of time in hours, or part thereof, that a delivery truck has to wait before it can deliver its load. Delay time will be charged on a rate per hour in 15- minutes increments.

3.1.5 Special Allowances

3.1.5.1 Any special allowances are not included in the price. However, if the Vendor extends such allowances during the term of the contract to Federal, State, Local Governments or to commercial users in the normal course of doing business, such allowances will also be available to the City in the maximum amount extended to others who contract to purchase fuel under similar contractual terms and conditions.

- 3.2 Special Offers/Promotions: In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Vendor(s) may conduct sales promotions involving price reductions for a specified lesser period. Vendor(s) may offer the City competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.
- 3.3 Additional Pricing/Fees
- 3.3.1 Any additional pricing/fees associated with delivery of products including short load, split load charges must be included in Exhibit B, Payment Schedule.
- 3.3.2 If Vendor charges an administrative fee for bobtail/wagon load fuel deliveries, the administrative fee per gallon must be included in Exhibit B, Payment Schedule and broken into the following structure of delivery gallons: 500 or less; 501 to 1,000; 1,001 to 1,500; 1,501 to 2,000; and 2,001 to 4,000. All Transports and/or Short Transports (4,001 to 9,000-gallon deliveries) will NOT incur the bobtail/wagon load administrative fee.
- 3.3.3 Freight should be determined based on the closest terminals to the City's requested destination.

4.0 OPIS LICENSING

- 4.1 The City has selected the OPIS Net Contract Rack pricing for Dallas Metro, Texas for diesel and unleaded deliveries. The Rack Average is the price index benchmark for settlement under this contract. Vendors must be aware that OPIS prices are protected under strict copyright agreements and forwarding printed or electronic OPIS price reports is a violation of federal copyright law. It is highly encouraged that both Vendors and purchasers of fuel tied to OPIS pricing subscribe to OPIS to verify the prices that are used in fulfilling this contract.

5.0 ADDITIONAL PRODUCTS, QUALITY, AND SERVICES

- 5.1 The product quality must meet and/or exceed Federal and state Texas Commission on Environmental Quality (TCEQ) and Environmental Protection Agency (EPA), attainment, and nonattainment area guidelines. The Clean Air Act requires EPA to regulate fuels and fuel additives for use in motor vehicle, motor vehicle engine, or nonroad engine or nonroad vehicle if such fuel, fuel additive or any emission products causes or contributes to air or water pollution that may endanger the public health or welfare. EPA must also address emission products of such fuel or fuel additives that may impair any emission control devices used on vehicles or engines to reduce harmful emissions. All petroleum products and services offered will be the sole responsibility of the Vendor.

- 5.2 Gasoline regulations are under 40 CFR Part 80 (“Regulation of Fuels and Fuel Additives”): subparts A (general provisions, applying to all 40 CFR Part 890 fuels programs), B (controls and prohibitions), C (oxygenated gasoline), D & E (reformulated gasoline), G (detergent gasoline program), H & O (gasoline sulfur) and J & L (gasoline toxics).
- 5.3 All gasoline and diesel motor vehicle fuel additives are required to be registered in accordance with the regulations at 40CFR 79. Gasolines are required to contain detergent additives which have been certified in accordance with the regulations at 40 CFR 80, Subpart G.
- 5.4 Lists of registered gasoline and diesel additives, and certified gasoline detergent additives, are available at [Registered Fuels & Fuel Additives Under 40 CFR Part 79](#). The regulations are available from the Government Printing Office's GPO Access Service at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>.
- 5.5 Federal Funding Pricing: Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be applied, alternative pricing will be negotiated that does not include cost plus a percentage of cost or pricing based on time and materials. Products and services provided in a situation where the City is eligible for federal funding, Vendor is subject to and must comply with all federal requirements applicable to the funding.
- 5.6 The City reserves the right to add, delete and/or acquire fuel hedging fixed prices and/or consigned fuel for products/services (e.g. Collars, Call Options, Swaps) the Vendor can supply which are similar to, but not specifically called for in this agreement. The procedure for such acquisitions will be as follows:
- 5.6.1 The City’s Property Management Department will obtain from the Vendor a letter (on their company letterhead) verifying the products/service to be added. The letter will include:
- 5.6.1.1 Complete description of the item(s),
- 5.6.1.2 Location (if applicable),
- 5.6.1.3 City Secretary Contract Number and
- 5.6.1.4 NYMEX based fixed unit price quotes (gal/\$) as well as differential price to the City (in a mutually agreed upon format) and the applicable contract period or term as requested.
- 5.6.2 Upon receipt and approval by the City, the product/service will automatically become part of the contract.
- 5.6.3 Upon approval, the Vendor will expeditiously arrange for execution of the transaction and issue a transaction confirmation for City and/or governmental agency execution evidencing the purchase.

5.7 Consigned Fuel Supply

5.7.1 For locations with onsite fueling stations the Vendor may provide consignment-based fuel services whereby the Vendor owns the fuel tanks that is billed once dispensed from the facility. The City must have a fuel control terminal on hand with proper connectivity to administer and record fueling and storage tanks must have tank monitoring systems with proper connectivity to report inventory levels. The Vendor will maintain adequate inventory levels per business rules mutually agreed upon with the City. A reconciliation or true-up process will occur periodically to ensure accuracy and accountability.

6.0 VENDOR RESPONSIBILITIES

- 6.1 The City of Fort Worth reserves the right, at its sole discretion, to change the list of fuel types covered either by the deletion of fuel types no longer needed or addition of other fuel types or fuel additives as may become necessary for the City. When a class, type or category of fuel is to be added to this agreement, the City of Fort Worth will supply specifications for such fuel to Vendor(s) on this agreement no less than fifteen (15) days in advance of the first request for pricing for such fuels.
- 6.2 All motor and aviation fuels & related products and services delivered under this agreement will meet or exceed the specifications and will not contain any foreign substances or water.
- 6.2.1 The Vendor must ensure every fuel delivery to the City of Fort Worth receives the best quality fuel or the vendor will be subject to drain tanks, clean tanks, and refuel with quality fuel.
- 6.3 Allocation - in the event of a fuel shortage and/or catastrophic conditions, the Vendor must be capable of providing fuel to the City of Fort Worth under this agreement. Vendor agrees that delivery of products covered by this agreement will be made in a priority manner for the City to the exclusion of non-governmental agencies during times of shortages and/or catastrophes.
- 6.4 Emergency Purchasing - in the event that an emergency or disaster is declared by the City according to applicable laws governing states of emergency and disasters requiring the prompt and immediate delivery of products or services, the City reserves the right to obtain such products or services at the City's discretion. Vendor(s) who are able to provide those products and services are to meet the needs of the emergency purchasing requirements including following any applicable laws, which will meet the needs of such emergency. When conditions allow (weather related) the City expects fuel deliveries for emergency equipment as soon as conditions are safe. Vendor will not be entitled to any claim or lost

profits for products or services procured from other sources pursuant to this paragraph.

- 6.5 If rental equipment is utilized, the rental equipment must be certified as legal transport carriers to transport fuel.
- 6.6 All products provided must be warrantied against all contaminants and/or water.
- 6.7 If there is a discrepancy between the purchase order and what is listed on the contract, it is the Vendor's obligation to seek clarification from the ordering agency.

7.0 ETHANOL, GASOLINE, AND E85 FUEL SPECIFICATIONS

7.1 Table #1

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

- 7.2 The E85 specifications above and below (7.1: Table #1, and 7.4: Table #3) represent ASTM D5798-07 Standard Specification for Fuel Ethanol for Automotive Spark Ignition Engines. But not limited to if proven by the federal government and/or TCEQ as no longer an approved Standard Specification.

7.3 Table #2

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

7.4 Table #3 - Comparison of E10 Fuel Properties

Property	Ethanol	Gasoline
Chemical Formula	C ₂ H ₅ OH	C ₄ to C ₁₂ Hydrocarbons
Molecular Weight	46.07	100-105
Composition, weight % Carbon	52.2	85-88
Hydrogen	13.1	12-15

Oxygen	34.7	0
Relative Density, 60/60°F	0.794	0.69-0.793
Density, lb/gl@60°F	6.61	5.8-6.63
Lower Heating Value Btu/lb (British thermal unit (BTU) per gallon) @60°F	11,500 76,300	18,000-19,000 109,000-119,000
Boiling Temperature, °F	173	80-437
Freezing Point, °F	-173.4	-40
Vapor Pressure, psi	2.3	6-15
Blending Reid Vapor Pressure, psi	18	6-15
Octane (R+M)/2	112.5-115a/	87-94
Water Solubility, @70,°F Fuel in Water Vol % Water in Fuel Vol %	100 100	Negligible Negligible
Flash point, close cup, °F	55	-45
Autoignition Temperature, °F	~793	~495
Flammability limits, Vol % Lower Higher	4.3 19.0	1.4 7.6
Latent Heat of Vaporization Btu/lb @ 60 °F Btu/gal @ 60°F	396 2,378	~150 ~900
Stoichiometric Air/Fuel Ratio, Weight	9.00	14.7

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

- 7.5 The above specifications may vary slightly depending on the Vendor and manufacturer of fuel. Any variance from the above or below specifications must be approved by the City of Fort Worth Property Management Department- Fuel Manager, or designee. It will contain additive package and corrosion inhibitors, but not limited to; if proven by the federal government and/or TCEQ as no longer an approved additive or corrosion inhibitor. If product package and/or corrosion inhibitor is changed or altered, the new formulation must meet and/or exceed the federal government and/or TCEQ approved formulation standards.

8.0 GENERAL PRODUCT REQUIREMENTS

- 8.1 It is anticipated that the (TxLED) Ultra Low Emission Diesel #1, #2, Red Dyed Diesel, and/or Biodiesel to be furnished will fall within the broad specifications listed below. If the Diesel does not fall within these specifications, the variances will be notified in writing and the City of Fort Worth reserves the right to accept or reject the product if the variances are considered excessive.

- 8.2 In addition, it is the intent of City of Fort Worth to purchase (TxLED) Ultra Low Emission Diesel #1, #2, Red Dyed Diesel and/or (SME) Soy- Methyl-Ester, a virgin vegetable oil blend stock bio-diesel/TxLED blend, meeting ASTM D 6751 and BQ9000 furnished by the Vendor and will be same grade reformulated (TxLED) Ultra Low Emission Diesel offered through the Vendor's regular retail outlet.
- 8.3 The Texas Ultra Low Emission Diesel will contain same additive package, including, but not limited to ORYXE (OR-LED 2 and/or OR- LED 3 bio), if additive packages are proven by the federal government and/or Texas Commission of Environmental Quality (TCEQ) as no longer an approved additive. The Vendor will ensure the producer of the bio-diesel is complying with 30 Texas Administrative Code (TAC) 114.316(k) regarding sampling and testing requirements and complying with all federal government and/or TCEQ on approved additive packages.
- 8.4 Renewable Diesel is distinct from biodiesel. While renewable diesel is chemically similar to petroleum diesel, biodiesel is a mono-alkyl ester, which has different physical properties and hence different fuel specifications ([ASTM D6751](#) and EN 14214). The two fuels are also produced through very different processes. While biodiesel is produced via [transesterification](#), renewable diesel is produced through various processes such as hydrotreating (isomerization), gasification, pyrolysis, and other thermochemical and biochemical means. Moreover, biodiesel is produced exclusively from lipids (such as vegetable oils, animal fats, grease, and algae), whereas renewable diesel is produced from lipids and cellulosic biomass (such as crop residues, woody biomass, and dedicated energy crops).

8.5 Table #5

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

Cold Flow Properties	Baseline	Poor	Excellent
Lubricity	Baseline	Excellent	Similar

8.6 Table #6 – Renewable Diesel

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

9.0 DIESEL FUEL COMPONENT SPECIFICATIONS

9.1 Diesel #1 Kerosene based Diesel Clarification

- 9.1.1 Fungibles #1 - fuel oil distillate with a minimum cetane number of 48 and aromatics content (10%) max., maximum sulfur content of (<15ppm) or less.
 - 9.1.1.1 Components: Light hydrocarbon distillate – 60%, Kerosene – 40%, pour point improver – <15 PPM.
 - 9.1.1.2 Flammable properties: Flash point – 100 to 162 degrees F, autoignition temp. 220°C to (428 degrees F), explosive limits by % volume in air – lower 0.4/upper 8%.
 - 9.1.1.3 Boiling point – 380 degrees, specific gravity (H2O=1) –0.83 (AIP) 38.5, insoluble in water, vapor pressure @ 20 degrees C MMHG: N/AV, volatile by volume – 100%.
- 9.1.2 Fungibles #2 - fuel oil distillate with a minimum cetane number of 48 and aromatics content (10%) max., maximum sulfur content of (<15ppm) or less.
 - 9.1.2.1 Components: Petroleum distillates –100%, pour point improver <15 PPM.
 - 9.1.2.2 Flammable properties: Flash point – 125 to 190 degrees F, autoignition temp. 257.2°C to (495 degrees F), explosive limits by % volume in air – lower 0.4/upper 8%.
 - 9.1.2.3 Boiling point – 325 to 700°F degrees, specific gravity 0.84 to 0.93 (H2O=1) @ 60°F, insoluble in water, vapor pressure <0.7kPa (<5.2 mm Hg @ 20 degrees C, vapor density 3 (Air =1), volatility negligible, evaporation rate 0.02.
- 9.2 Blend of specs 9.1.1 and 9.1.2 (70/30 blend) Diesel Clarification
 - 9.2.1 Fungible #1 - split load 70/30 blend (DF#2-70%/DF#1-30%) fuel oil distillate with a minimum cetane number of 48 and aromatics content (10%) max., maximum sulfur content of (<15ppm) or less.
 - 9.2.1.1 Pricing on 70/30 blend will be based on the DF#1-30%. (70%-#2 Dallas Metro Texas average rack price and 30%-#1 Dallas Metro Texas average rack price for date of delivery).
- 9.3 Standard Diesel Clarification
 - 9.3.1 Fungible #2 - split load DF/BIO-DF blend (DF#2 - #00%/BIO#00%) fuel oil distillate with a minimum cetane number of 48 and aromatics content

(10%) max., maximum sulfur content of (<15ppm) or less. The City will accept up to 5% of bio diesel in the diesel fuel.

- 9.4 The above specifications may vary slightly depending on the Vendor and manufacturer of fuel. Any variance from the above specifications must be approved in writing by the City of Fort Worth.

10.0 JET-A AVIATION FUEL REQUIREMENTS (GRADE 54)

PROPERTIES	ASTM	SPECS	NOTES
ACIDITY, TOTAL MG KOH/G	MAX	D874	0.1
AROMATICS, VOL %	MAX	D1319	22 A
MERCAPTAN SULFUR, WT. %	MAX	D3227	0.003
SULFUR, TOTAL WT. %	MAX	D4294	0.3
DISTILLATION		D96	
10% RECOVERED F	MAX		400
50% RECOVERED F			REPORT
95% RECOVERED F			REPORT
END POINT	MAX		572
DISTILLATION RESIDUE, VOL%	MAX		1.5
DISTILLATION LOSS, VOL%	MAX		1.5
FLASH POINT, F		D58	104 MIN.° B
GRAVITY, API @ 60° F	MAX	D4052	37-51
FREEZING POINT, C	MAX	D2346	40
VISCOSITY, -4° F CST	MAX	D445	8
NET HEAT OF COMBUSTION, BTU/LB.	MIN	D1406	18,400 C

COMBUSTION PROPERTIES:

ONE OF THE FOLLOWING REQUIREMENTS MUST BE MET:

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

THERMINAL STABILITY:

PROPERTIES	ASTM	PECS	NOTES
<i>FILTER PRESSURE DROP (MNHG)</i>	<i>MAX</i>	<i>D3241</i>	<i>25 E</i>
TUBE DEPOSIT LESS THAN			CODE 3
EXISTENT GUM MAX, MG/100ML	MAX	D391	7.0
<u>WATER REACTION:</u>		D1024	
SEPARATION RATING	MAX		+2
INTERFACE RATING	MAX		18
ADDITIVES			F
APPEARANCE			G
COLOR, SAYBOLT	MIN	D156	15
WSIM	MIN	D3948	85
CONDUCTIVITY (PS/M)		REPORT	

11.0 JET-A AVIATION TURBINE FUEL REQUIREMENTS

PHYSICAL PROPERTIES:

BOILING POINT: 572° F (300° C) POUR POINT: ND
 SPECIFIC GRAVITY: 0.7753- 0.8398 PH: Essentially Neutral
 MELTING POINT: ND FREEZING POINT: -40°F (-40°C)
 % VOLATILE: ND APPEARANCE/ODOR: Pale Yellow, Clear
 Liquid with Kerosene-Like Odor
 Vapor Pressure: Very Low Evaporation Rate (Water): Very Low
 Flash Point: 100° F (37.8°C) Tag Closed Cup
 Vapor Density 5.7(Approximate): Autoignition Temperature: 410°F (210° C) Viscosity: 8
 CST Flammability Limits in Air: (% By Vol.) Lower: 0.7
 % Solubility in Water: Negligible
 Flammability Limits in Air: (% By Vol.) Upper: 5 Octanol/Water Partition Coefficient:
 ND

PROPERTIES	ASTM	SPECS	NOTES
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COMPOSITION

ACIDITY, TOTAL MG KOH/G	MAX	D1655	0.1
AROMATICS, VOL %	MAX	D1655	25
MERCAPAN SULFER, WT.%	MAX	D1655	0.003
SULFER, TOTAL WT.%	MAX	D1655	0.3
DOCTOR TEST (N=NEGATIVE)			N

PROPERTIES	ASTM	SPECS	NOTES
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DISTILLATION

10% RECOVERED	F		400°F (204.4°C)
20% RECOVERED	F		
50% RECOVERED	F		REPORT
90% RECOVERED	F		REPORT
FINAL B.P. POINT	F	MAX	D1655 572°F (300°C)
DISTILLATION RESIDUE, VOL%		MAX	1.5
DISTILLATION LOSS, VOL%		MAX	1.5
FLASH POINT, F		D1655	100°F (37.8°C)
GRAVITY, API@ 60°F		MAX	D1655 37-51
RELATIVE DENSITY (@15.5°)			0.7753-0.8398
FREEZING POINT, C		MAX	D1655 -40°F (-40°C)
VISCOSITY, -4° F CST		MAX	D1655 8
NET HEAT OF COMUSTION, BTU/LB.		MIN	D1655 18,400(42.8 MJ/KG)

COMBUSTION PROPERTIES

ONE OF THE FOLLOWING REQUIREMENTS
MUST BE MET:

1. LUMINOMTER NO., OR	MIN	D1655	45
2. SMOKE POINT, OR	MIN	D1655	25
3. SMOKE POINT, AND	MIN	D1655	18
NAPHTNALENES VOL%	MAX		3.0

CORRSION, COPPER STRIP, 2 HRS. @ 212° F MAX	D1655	NO.1
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THERMAL STABILITY

A. JFTOT DELTA P MAXIMUM (MM HG)	MAX	D1655	25
B. JFTOT MAXIMUM TUBE COLOR CODE	MAX	D1655	<3

PROPERTIES	ASTM	SPECS	NOTES
<u>CONTAMINANTS</u>			
COKER TUBE COLOR CODE		D1655	3
EXISTENT GUM MAXIMUM (MG/I00ML)	MAX	D1655	7
PARTICULATE MAXIMUM (MG/I)	MAX	D1655	
WATER REACTION SEPARATION MAXIMUM	MAX	D1655	2
WATER REACTION INTERFACE MAXIMUM	MAX	D1655	LB.
WSIM MINIMUM		D1655	85 (Clear, No Additives)

NOTES: Minimum 104°F temperature applies at the origin location, minimum of 100°F will apply at destination.

- 11.1 Fuel over 20 volume % and not exceeding 25 volume % of aromatics is permitted provided the Vendor notifies the purchaser of the volume, destination, and aromatic content at date of such shipment.
- 11.2 ASTM Method D56 is the preferred method. In case of dispute, ASTM method D56 will apply.
- 11.3 Use for Jet-A the value calculated from table 8 on EOS 5 and 8 in ASTM method D1405. Test ASTM method D2382 may be used as an alternative. In case of dispute ASTM method D2382 must be used.
- 11.4 Thermal stability test will be conducted for 2.5 hours at a control temperature of 250°C but if the requirements of the above specification are not meet met, the test may be conducted for 2.5 hours at a controlled temperature of 245°C results of both test temperature will be reported by the visual, method: A rating by the tube deposit rating (TDR) optical density is desirable, but not mandatory.
- 11.5 No additives other than ANTI-OXIDANTS AND METAL DEACTIVATORS as set forth in ASTM D1655.

- 11.6 Products will be clear and bright and free of suspended water sediment.
- 11.7 Products will meet military Jet Specifications as specified in ASTM.
- 11.8 SPECIAL NOTES:
- 11.8.1 The above specifications may vary slightly depending on the Vendor and manufacturer of Jet-A Aviation fuel. Any variance from the above specifications must be approved by the City. Proposers must submit the specifications on the variance along with the MSDS sheets to the City for review and approval. **Required fuel must meet the latest revision of Jet-A fuel ASTM D1655.**

12.0 LEGISLATION INFORMATION

- 12.1 This agreement requires that as legislation, both state and federal, governing the content characteristics and /or standards of Conventional Gasoline (including RVP during summer months), Ethanol Blended Gasoline (E85 and E10), Reformulated Gasoline, Oxygenated Gasoline, Diesel, Renewable Diesel, Red Dyed Diesel, Diesel #1, #2, and/or Biodiesel fuel, Aviation Gasoline (Jet-A), Kerosene-Type Jet Fuel, and Diesel Exhaust Fluid could be modified that the providing Vendor will deliver product that complies with the modified legislation.
- 12.2 Fuel additive packages, fuel conditioners, stabilizers and/or hi-flash hi-flo anti-icing aviation fuel additive purchased through this contract must be approved and comply with the most recent modified legislation for the state or region receiving the product mentioned herein.

13.0 ORDER PLACEMENT

- 13.1 The City of Fort Worth Property Management Department- Fuel Services Division will be the contact for all City of Fort Worth fuel purchases.
- 13.2 Orders will be placed by email, requesting specific delivery dates and sites. A purchase order will be issued at that time.

14.0 DELIVERY

- 14.1 Deliveries will be made to the various sites Monday through Friday, according to the hours of operation for that site unless an emergency situation should develop. Emergency contact after 5:00 PM will be provided to the successful Vendor(s).
- 14.2 The bill of lading from the terminal or metered delivery ticket for the bobtails will be provided by the vendor at the time of delivery.
- 14.3 Title and risk of loss of fuel will not pass to buyer until buyer actually receives the

bill of lading from the terminal and takes possession of fuel at the point of delivery.

- 14.4 Title and risk of loss of Jet-A Aviation Fuel will not pass to the buyer until buyer actually receives the bill of lading from the terminal and take possession of Jet- A Aviation Fuel at the point of delivery.
- 14.5 Deliveries of fuel under this contract are subject to testing, to ensure compliance with specifications. All tests will be made as per method by the American Society of Testing Materials, unless otherwise specified. When the test analysis shows fuel meeting specification, the City will pay for said test. When test analysis shows fuel does not meet specification, contractor will pay for said test. In addition, contractor agrees to be liable for all charges necessary to satisfactorily bring contaminated tanks within limits, pump out fuel and replace as necessary.
- 14.6 Deliveries of Jet-A Aviation Fuel under this agreement are subject to test to insure compliance with these specifications. All tests will be made as per method used by the American Society of Testing Materials unless otherwise specified. Vendor will pay for analysis test. In addition, the Vendor agrees to be liable for any charges necessary to bring contaminated tanks within limits, pump fuel out and replace as necessary.

15.0 DELIVERY LOCATIONS

- 15.1 The following table includes the primary delivery locations throughout the City of Fort Worth.

#	Site	Address	Tank Type	Fuel Type	# Of Tanks	Tank Size (Gallons)
1	James Avenue Service Center	5021 James Avenue Fort Worth, Texas 76115	UST	UNL DSL	2 3	20,000 20,000
2	Brennan Street Service Center	2500 Brennan Ave. Fort Worth, Texas 76106	AST	UNL DSL	2 1	250 2,000
3	Water Service Center	2201 W. Daggett St. Fort Worth, Texas 76104	AST	DSL	1 1	10,000 12000
4	Southside Service Center	4100 Columbus Tr. Fort Worth, Texas 76133	UST	UNL DSL	1 2	10,000 10,000
5	Southeast Service Center	5000 Martin Luther King Fwy. Fort Worth, Texas 76119	AST	UNL DSL	1 1	12,000 12,000
6	North Service Center	317 Hillshire Drive Fort Worth, Texas 76052	UST UST AST	UNL DSL DEF	2 2 1	20,000 20,000 550

7	Police Heliport	310 Gulfstream Rd. Fort Worth, TX 76106	AST	Jet A	1	12,000
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16.0 ADDITIONAL DELIVERY SITES

16.1 ALL ADDITIONAL DELIVERY SITES HAVE (250, 500, 550, 1000, AND 2000) GALLON TANKS.

16.2 During regular operations, the inventory delivered to the James Avenue Service Center and North Service Center is transferred to additional locations. Only in case of an emergency will the City of Fort Worth request delivery to additional site locations listed in Section 16.4. Unless specifically requested by the Property Management Fleet Fuel Manager, or their designee, delivery to the additional locations will not be allowed. The City will not be responsible for payment for unauthorized deliveries.

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

16.4 Additional Site Locations are as follows:

#	Site	Address	Tank Type	Fuel Type	# Of Tanks	Tank Size (Gallons)
1	Meacham Airport	201 American Concourse Fort Worth, TX 76106	AST	DSL	1	375
2	Meadowbrook Golf Course	1815 Jenson Rd. Fort Worth, TX 76112	AST	UNL DSL	1 1	500 500
3	Sycamore Creek Golf Course	401 Martin Luther King Jr Fwy, Fort Worth, TX 76104	AST	UNL	1	600
4	Pecan Valley Golf Course	6400 Pecan Valley Dr. Fort Worth, TX 76132	AST	UNL DSL	1 1	500 500
5	Rockwood Park Golf Course	1851 Jacksboro Hwy. Fort Worth, TX 76114	AST	UNL DSL	1 1	500 500
6	Park and Recreation Department North District Service Center	1700 Brennan Ave. Fort Worth, TX 76106	AST	DSL	1	2,000
7	Park and Recreation Department East District Center	2300 Avenue H Fort Worth, TX 76105	AST	DSL	1	2,000

8	Village Creek Waste Water Treatment Plant	4500 Wilma Ln. Arlington, TX 76012	AST AST	UNL DSL	1 1	3,000 3,000
9	Fire Station #01	120 N. Pecan Street Fort Worth TX, 76102	AST	DSL	1	500
10	Fire Station #02	1000 Cherry St. Fort Worth, TX 76102	AST	DSL	1	2,000
11	Fire Station #03	4700 Ramey Ave., Fort Worth, TX 76105	AST	DSL	1	500
12	Fire Station #04	2954 Old Mansfield Rd. Fort Worth, TX 76119	AST	DSL	1	500
13	Fire Station #05	850 Irma Street Fort Worth, TX 76104	AST	DSL	1	1,000
14	Fire Station #07	925 Morrison Dr. Fort Worth, TX 76120	AST	UNL DSL	1 1	500 500
15	Fire Station #08	1101 12th Ave. Fort Worth, TX 76104	AST	DSL	1	1,000
16	Fire Station #09	2575 Polaris Dr. Fort Worth, TX 76137	AST	DSL	1	500
17	Fire Station #11	1900 Texan Dr. Justin, TX 76247	AST	DSL	1	1,000
18	Fire Station #12	120 N.W. 22nd Street Fort Worth, TX 76164	AST AST	UNL DSL	1 1	500 500
19	Fire Station #13	5333 Lea Crest Ln. Fort Worth, TX 76135	AST	DSL	1	500
20	Fire Station #14	2737 Meadowbrook Dr. Fort Worth, TX 76103	AST	UNL DSL	1 1	550 500
21	Fire Station #15	3100 Azle Ave. Fort Worth, TX 76106	AST	DSL	1	500
22	Fire Station #16	5933 Geddes Ave. Fort Worth, TX 76107	AST	DSL	1	500
23	Fire Station #17	5151 Hemphill Street Fort Worth, TX 76115	AST	DSL	1	1,000
24	Fire Station #19	2613 Carnation Ave. Fort Worth, TX 76111	AST	DSL	1	500
25	Fire Station #20	901 Woodhaven Blvd. Fort Worth, TX 76112	AST	DSL	1	500
26	Fire Station #21	3501 South Hills Ave. Fort Worth, TX 76109	AST	DSL	1	500
27	Fire Station #22	4849 Wilbarger Street Fort Worth, TX 76119	AST	DSL	1	500
28	Fire Station #23	3201 Portales Dr. Fort Worth, TX 76116	AST	DSL	1	500

29	Fire Station #26	6124 S. Hulen Street Fort Worth, TX 76133	AST	DSL	1	500
30	Fire Station #27	2940 Precinct Line Rd. Fort Worth, TX 76118	AST	DSL	1	1,000
31	Fire Station #28	1300 Everman Parkway Fort Worth, TX 76140	AST	DSL	1	500
32	Fire Station #29	6400 Westcreek Dr. Fort Worth, TX 76133	AST	DSL	1	500
33	Fire Station #31	4209 Longstraw Dr. Fort Worth, TX 76137	AST	UNL DSL	1 1	550 550
34	Fire Station #32	10201 White Settlement Rd. Fort Worth, TX 76108	AST	DSL	1	550
35	Fire Station #33	14650 Statler Blvd. Fort Worth, TX 76155	AST	DSL	1	1,000
36	Fire Station #34	14101 Sendera Ranch Blvd. Haslet, TX 76052	AST	DSL	1	1,000
37	Fire Station #35	2201 Flight Line Rd. Fort Worth, TX 76177	AST	UNL DSL	1 1	1,000
38	Fire Station #36	5045 Columbus Trail Fort Worth, TX 76123	AST	DSL	1	500
39	Fire Station #37	4721 Ray White Rd. Keller, TX 76244	AST	DSL	1	500
40	Fire Station #38	13280 Park Vista Blvd. Keller, TX 76248	AST	DSL	1	1,000
41	Fire Station #39	7655 Oakmont Blvd. Fort Worth, TX 76132	AST	DSL	1	500
42	Fire Station #41	11400 Willow Springs Rd. Haslet, TX 76052	AST	DSL	1	1,000
43	Fire Station #42	450 E Rendon Crowley Rd. Burleson, TX 76028	AST	DSL	1	1,000
44	Fire Station #43	2200 Walsh Ranch Parkway Aledo, TX 76008	AST	DSL	1	1,000
45	Fire Station #45	1901 Quail Grove Dr. Fort Worth, TX 76177	AST	DSL	1	1,000
46	Will Rogers Memorial Center	3401 W Lancaster Ave. Fort Worth, TX 76107	AST	UNL DSL	1 1	500 500

17.0 DELIVERY/FREIGHT CHARGES

- 17.1 Fuel delivery charges are to be determined separately and apart from the Market Differential included in Exhibit B, Payment Schedule (i.e., the Market Differential must not include cost estimates for delivery).

- 17.2 Delivery charges will be a direct cost pass-through to the City. No mark-up or profit will be added to actual freight / delivery cost. When determining delivery charges specific to each City location, Vendor must identify additional charges, if any, for split deliveries at different locations or for loads smaller than tank loads.
- 17.3 Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order. Delivery will be made in accordance with instructions by the Property Management Department Fuel Manager and petroleum bulk storage regulations.
- 17.4 Vendor's delivery trucks MUST BE EQUIPPED WITH CALIBRATED METERS to accurately measure quantities delivered. Vendor will adjust for volume changes by temperature variations using API Gravity correction. All trucks used for delivery must have the ability to measure fuel delivered and correctly record the volume delivered to 60 degrees Fahrenheit for billing purposes. The Vendor will use 60 degrees Fahrenheit as the normal temperature reading. All deliveries must be accompanied by a Delivery Ticket showing Brand or Grade and gross gallons, temperature and adjusted gallons delivered. The City may examine, upon request, a copy of the metered ticket showing gallons loaded into the vehicle making delivery.
- 17.5 For bobtail deliveries, Vendors are required to measure fuel available in the tank before and after the delivery using stick readings and verifying meter product.
- 17.6 The Vendor will warrant the time for normal deliveries to be within twenty-four (24) hours and no later than forty-eight (48) hours in non-emergency situations from receipt of order. Normal deliveries are considered to be Monday through Friday according to the hours of operation for each site.
- 17.7 Unleaded and Diesel deliveries on Saturday or Sunday will be priced using the OPIS contract net low for the Saturday (available from OPIS if Vendor does not currently receive Saturday prices) of the weekend during which the delivery occurred.
- 17.8 Each agency that utilizes this agreement will be responsible for having the proper fuel fill and transfer vapor recovery system(s) operating on their storage tanks in accordance with their state and local regulations. The transfers include delivery tank to storage tank (Stage I) and storage tank to vehicle tank (Stage II) systems. Vendors have the responsibility of reporting faulty equipment to the end users and the appropriate regulatory agencies.
- 17.9 Truck pumps are required for fuel delivery to above ground storage tanks.
- 17.10 Each agency that utilizes this agreement may request "automatic replenishment" or for the Vendor to top-off tanks for testing purposes. The Vendor will comply

with these requests at its option and will notify the agency accordingly. Vendor must have the ability upon request from the agency, to be able to remotely monitor the agency's fuel monitoring system and send a fuel truck when a full load is required. The monitoring equipment will be provided by the agency requesting automatic replenishment.

- 17.11 The Vendor will provide fuel content labels/signs for each pumping station. These labels will satisfy the requirements the state and local regulations of each agency who utilizes this agreement. An environmental awareness decal/label will be provided and displayed on each affected pump.
- 17.12 It is anticipated that the majority of purchases under this contract will be on a "delivered" basis, but some agencies have appropriate vehicles and the desire to pick up fuel. In the event of an agency ordering fuel to be picked up in their own vehicle, no additional freight or delivery charges will be allowed under this contract (i.e., Benchmark Index plus Market Differential only).
- 17.13 The unit costs for the types of freight included in Exhibit B, Payment Schedule are for the Dallas Metro, Texas Rack Market. Freight prices may vary for other regions/ states.
- 17.14 Freight terms will be FOB Origin – Title and risk of loss of fuel will pass to the agency at the point the agency actually receives and takes possession of fuel when loaded in the agency's vehicle at the terminal or FOB Destination - Title and risk of loss of fuel will not pass to the agency until the agency actually receives and takes possession of fuel at point of delivery. Delivery charges to be a direct cost pass-through to the City and added as a separate line item on the invoice. Delivery charges are to be pre-determined between the City and the Vendor prior to delivery.

18.0 INVOICES

- 18.1 The billing address for all invoices will be 100 Fort Worth Trail Fort Worth, TX 76102. All invoices should reference, at a minimum, bill of lading from the terminal, City of Fort Worth Purchase Order number, specific delivery dates, delivery times, and delivery location.
- 18.2 Invoices must clearly indicate the Benchmark Index per the terms of this contract for each fuel product delivered as a separate line item on the invoice. Invoices must state as a separate line item the Market Differential for each fuel product sold per the terms of this contract. The Benchmark Index and Market Differential for each fuel product sold must be stated on a cost per gallon basis on the invoice, with number of gallons sold separately stated by fuel product. The extended total sales for each fuel product sold must be identified. Taxes, if any, and delivery charges, if any, should be stated a separate line item on the invoice to derive the

total cost to the City. If confirmation of pricing by City finds any discrepancy with the terms of this contract, Vendor will make correction before payment of invoice or refund any overpayment for incorrect invoices already paid without any penalty assessed upon the City.

- 18.3 A copy of the bill of lading from the terminal or a metered delivery ticket for bobtails will be required at the time of delivery and will be attached to the invoice.
- 18.4 Invoice pricing will include contract price and applicable taxes as a separate item. The only tax to be invoiced to City of Fort Worth is state tax and state loading tax, no other taxes will be charged.
- 18.5 Invoices must clearly indicate the Daily Net Rack Average for E85, Reformulated Gasoline (Premium, Midgrade, Regular), Red Dyed Diesel, Diesel #1, #2, Renewable Diesel and/or Biodiesel in Dallas Metro Texas, OPIS NET sent at 10:00 AM EST” for date of delivery” as a separate line item on invoice or separate page with invoice. For Jet-A invoices, the Benchmark Pricing used for the date of delivery, must be provided as a separate line item on invoice or separate page with invoice. If confirmation of pricing finds any discrepancy including list or average pricing used, Vendor will make correction before payment of invoice or refund any overpayment for incorrect invoices already paid without any penalty assessed upon the City. Upon finding any frequent/recurring discrepancies, Vendor may be required to cover cost of OPIS license requirements to obtain copyrighted materials for the City.

19.0 REPORTING

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

EXHIBIT B
PAYMENT SCHEDULE

See attached pdf.

Exhibit B, Payment Schedule

Status	Bid/No Bid Decision	#	Description	Quantity Required	Unit of Measure (UOM)	Proposer's Description of Services not listed #1-1 to #1-9	Proposer's Unit of Measure (UOM) for Description of Services not listed #1-1 to #1-9	Unit Price	Total Cost
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RFP 25-0001 Motor and Aviation Fuel Services - Additional Items/Services

Success: All values provided	Bid	#1-3	Pump off Fee	1	Each	Pump Fee	Per pump used	\$ 50.00	\$ 50.00
Success: All values provided	Bid	#1-4	Split load Fee	1	Each	Split Load for 2 products on 1 truck or delivery to 2 sites.	Per Split Used	\$ 100.00	\$ 100.00
Success: All values provided	Bid	#1-5	Transport Freight	1	Per gallon	Freight rate for deliveries 7-9k gallons	Per Gallon	\$ 0.0351	\$ 0.0351
Success: All values provided	Bid	#1-6	Short Transport Freight	1	Per gallon	Freight Rate for deliveries 4,001-6,999 gallons	Per Gallon	\$ 0.0439	\$ 0.0439
Success: All values provided	Bid	#1-7	Tank Wagon Freight	1	Per gallon	Freight Rate for deliveries 100-5,999 gallons	Per Gallon	\$ 0.4259	\$ 0.4259
Success: All values provided	Bid	#1-8	Bobtail Freight	1	Per gallon	Freight rate for deliveries from 0-4,000 gallons	Per Gallon	\$ 0.4259	\$ 0.4259
Success: All values provided	Bid	#1-9	Delay Time (15 minutes increment)	1	Hourly	Delay while unloading after first hour.	Hourly	\$ 125	\$ 125.00

RFP 25-0001 Motor and Aviation Fuel & Related Services - Attachment B - Rack Market Differential Pricing spreadsheet

Market Differential Price Proposal, Excluding Transportation Costs

Offerors must submit their pricing proposal using the spreadsheet provided by the City of Fort Worth, with no changes to the spreadsheet formatting.
All four digits to the right of the decimal point must be completed by the offeror. If one or more of the four digits called for are omitted by the offeror, the City of Fort Worth will assume the value of the omitted digit(s) to be zero. Offerors should place an "X" in any cell that they are not proposing to offer.

OPIS Rack Market:		Dallas Proper	Dallas/Aledo	Dallas/Ft. Worth
Reformulated Gasoline				
<u>Reformulated Regular Unleaded</u>				
Transport Load	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
Short Transport Load	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
Tank Wagon Load	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
Bobtail Load	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
Split Loads	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
<u>Reformulated Midgrade Unleaded</u>				
Transport Load	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
Short Transport Load	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
Tank Wagon Load	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
Bobtail Load	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
Split Loads	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
<u>Reformulated Premium Unleaded</u>				
Transport Load	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
Short Transport Load	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
Tank Wagon Load	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
Bobtail Load	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
Split Loads	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
Conventional Gasoline				
<u>Conventional Regular Unleaded</u>				
Transport Load	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
Short Transport Load	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
Tank Wagon Load	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
Bobtail Load	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
Split Loads	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
<u>Conventional Midgrade Unleaded</u>				
Transport Load	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
Short Transport Load	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
Tank Wagon Load	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
Bobtail Load	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
Split Loads	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
<u>Conventional Premium Unleaded</u>				
Transport Load	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
Short Transport Load	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
Tank Wagon Load	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
Bobtail Load	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
Split Loads	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
Ethanol Blended Gasoline				
<u>E10 (10% ethanol and 90% gasoline) Unleaded</u>				
Transport Load	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
Short Transport Load	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
Tank Wagon Load	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
Bobtail Load	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
Split Loads	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
<u>E85 (85% ethanol and 15% gasoline)</u>				
Transport Load	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
Short Transport Load	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
Tank Wagon Load	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>
Bobtail Load	(-) \$0.	<input type="text"/>	or (+) \$0.	<input type="text"/>

Market Differential Price Proposal, Excluding Transportation Costs

Offerors must submit their pricing proposal using the spreadsheet provided by the City of Fort Worth, with no changes to the spreadsheet formatting. All four digits to the right of the decimal point must be completed by the offeror. If one or more of the four digits called for are omitted by the offeror, the City of Fort Worth will assume the value of the omitted digit(s) to be zero. Offerors should place an "X" in any cell that they are not proposing to offer.

OPIS Rack Market:		Dallas Proper	Dallas/Aledo	Dallas/Ft. Worth
Split Loads		(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>
Finished Aviation Gasoline				
Transport Load	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	
Short Transport Load	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	
Tank Wagon Load	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	
Bobtail Load	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	
Split Loads	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	
Kerosene-Type Jet Fuel				
<u>JP-5</u>				
Transport Load	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	
Short Transport Load	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	
Tank Wagon Load	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	
Bobtail Load	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	
Split Loads	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	
<u>JP-8</u>				
Transport Load	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	
Short Transport Load	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	
Tank Wagon Load	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	
Bobtail Load	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	
Split Loads	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	
<u>Jet-A Aviation Turbine Fuel</u>				
Transport Load	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	
Short Transport Load	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	
Tank Wagon Load	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	
Bobtail Load	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	
Split Loads	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	
Diesel Fuel				
<u>Diesel Exhaust Fluid (DEF)</u>				
Cost	Mansfield Oil's Total Cost + Markup per gallon listed for Dallas/Ft. Worth	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>
Cost	Mansfield Oil's Total Cost + Markup per gallon listed for Dallas/Ft. Worth	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>
Cost	Mansfield Oil's Total Cost + Markup per gallon listed for Dallas/Ft. Worth	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>
<u>Ultra Low Sulfur Diesel (15 ppm and under Sulfur)</u>				
Transport Load	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	
Short Transport Load	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	
Tank Wagon Load	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	
Bobtail Load	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	
Split Loads	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	
<u>Low Sulfur Diesel (Greater than 15 to 500 ppm Sulfur)</u>				
Transport Load	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	
Short Transport Load	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	
Tank Wagon Load	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	
Bobtail Load	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	
Split Loads	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	
<u>High Sulfur Non-Highway Diesel (Greater than 500 ppm Sulfur)</u>				
Transport Load	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	
Short Transport Load	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	(-) \$0. <input type="text"/> or (+) \$0. <input type="text"/>	

Market Differential Price Proposal, Excluding Transportation Costs

Offerors must submit their pricing proposal using the spreadsheet provided by the City of Fort Worth, with no changes to the spreadsheet formatting. All four digits to the right of the decimal point must be completed by the offeror. If one or more of the four digits called for are omitted by the offeror, the City of Fort Worth will assume the value of the omitted digit(s) to be zero. Offerors should place an "X" in any cell that they are not proposing to offer.

OPIS Rack Market:		Dallas Proper		Dallas/Aledo		Dallas/Ft. Worth		
Tank Wagon Load	(-) \$0.		or (+) \$0.		(-) \$0.		or (+) \$0.	
Bobtail Load	(-) \$0.		or (+) \$0.		(-) \$0.		or (+) \$0.	
Split Loads	(-) \$0.		or (+) \$0.		(-) \$0.		or (+) \$0.	
Biodiesel Blends								
<u>B2 (2% biodiesel and 98% petroleum diesel)</u>								
Transport Load	(-) \$0.		or (+) \$0.		(-) \$0.		or (+) \$0.	
Short Transport Load	(-) \$0.		or (+) \$0.		(-) \$0.		or (+) \$0.	
Tank Wagon Load	(-) \$0.		or (+) \$0.		(-) \$0.		or (+) \$0.	
Bobtail Load	(-) \$0.		or (+) \$0.		(-) \$0.		or (+) \$0.	
Split Loads	(-) \$0.		or (+) \$0.		(-) \$0.		or (+) \$0.	
<u>B5 (5% biodiesel and 95% petroleum diesel)</u>								
Transport Load	(-) \$0.		or (+) \$0.		(-) \$0.		or (+) \$0.	
Short Transport Load	(-) \$0.		or (+) \$0.		(-) \$0.		or (+) \$0.	
Tank Wagon Load	(-) \$0.		or (+) \$0.		(-) \$0.		or (+) \$0.	
Bobtail Load	(-) \$0.		or (+) \$0.		(-) \$0.		or (+) \$0.	
Split Loads	(-) \$0.		or (+) \$0.		(-) \$0.		or (+) \$0.	
<u>B20 (20% biodiesel and 80% petroleum diesel)</u>								
Transport Load	(-) \$0.		or (+) \$0.		(-) \$0.		or (+) \$0.	
Short Transport Load	(-) \$0.		or (+) \$0.		(-) \$0.		or (+) \$0.	
Tank Wagon Load	(-) \$0.		or (+) \$0.		(-) \$0.		or (+) \$0.	
Bobtail Load	(-) \$0.		or (+) \$0.		(-) \$0.		or (+) \$0.	
Split Loads	(-) \$0.		or (+) \$0.		(-) \$0.		or (+) \$0.	
Renewable Green Diesel								
<u>R5 (5% renewable diesel and 95% petrodiesel)</u>								
Transport Load	(-) \$0.		or (+) \$0.		(-) \$0.		or (+) \$0.	
Short Transport Load	(-) \$0.		or (+) \$0.		(-) \$0.		or (+) \$0.	
Tank Wagon Load	(-) \$0.		or (+) \$0.		(-) \$0.		or (+) \$0.	
Bobtail Load	(-) \$0.		or (+) \$0.		(-) \$0.		or (+) \$0.	
Split Loads	(-) \$0.		or (+) \$0.		(-) \$0.		or (+) \$0.	
<u>R20 (20% renewable diesel and 80% petrodiesel)</u>								
Transport Load	(-) \$0.		or (+) \$0.		(-) \$0.		or (+) \$0.	
Short Transport Load	(-) \$0.		or (+) \$0.		(-) \$0.		or (+) \$0.	
Tank Wagon Load	(-) \$0.		or (+) \$0.		(-) \$0.		or (+) \$0.	
Bobtail Load	(-) \$0.		or (+) \$0.		(-) \$0.		or (+) \$0.	
Split Loads	(-) \$0.		or (+) \$0.		(-) \$0.		or (+) \$0.	
<u>R100 (100% renewable)</u>								
Transport Load	(-) \$0.		or (+) \$0.		(-) \$0.		or (+) \$0.	
Short Transport Load	(-) \$0.		or (+) \$0.		(-) \$0.		or (+) \$0.	
Tank Wagon Load	(-) \$0.		or (+) \$0.		(-) \$0.		or (+) \$0.	
Bobtail Load	(-) \$0.		or (+) \$0.		(-) \$0.		or (+) \$0.	
Split Loads	(-) \$0.		or (+) \$0.		(-) \$0.		or (+) \$0.	

**RFP 25-0001 Motor and Aviation Fuel & Related Services
Attachment C - Administrative Fee Table**

Administrative Fee per Load for Bobtail/Wagon Loads

#	Site	Address	Administrative Fee Bobtail/Wagon Load 500 gallons or less	Administrative Fee Bobtail/Wagon Load 501 to 1,000 gallons	Administrative Fee Bobtail/Wagon Load 1,001 to 1,500 gallons	Administrative Fee Bobtail/Wagon Load 1,501 to 2,000 gallons	Administrative Fee Bobtail/Wagon Load 2,001 to 4,000 gallons
1	Meacham Airport	201 American Concourse Fort Worth, TX 76106	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
2	Spinks Airport	450 Albany Court Fort Worth, TX 76028	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00
3	Meadowbrook Golf Course	1815 Jenson Rd. Fort Worth, TX 76112	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
4	Sycamore Creek Golf Course	401 Martin Luther King Jr Fwy, Fort Worth, TX 76104	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
5	Pecan Valley Golf Course	6400 Pecan Valley Dr. Fort Worth, TX 76132	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
6	Rockwood Park Golf Course	1351 Jacksboro Hwy. Fort Worth, TX 76114	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
7	Park and Recreation Department North District Service Center	1700 Brennan Ave. Fort Worth, TX 76106	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
8	Park and Recreation Department East District Center	2300 Avenue H Fort Worth, TX 76105	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
9	Village Creek Waste Water Treatment Plant	4500 Wilma Ln. Arlington, TX 76012	\$425.00	\$425.00	\$425.00	\$425.00	\$425.00
10	Fire Station #01	120 N. Pecan Street Fort Worth TX, 76102	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
11	Fire Station #02	1000 Cherry St. Fort Worth, TX 76102	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
12	Fire Station #03	4700 Ramey Ave., Fort Worth, TX 76105	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
13	Fire Station #04	2954 Mid Mansfield Rd. Fort Worth, TX 76119	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
14	Fire Station #05	850 Irma Street Fort Worth, TX 76104	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
15	Fire Station #06	205 University Dr. Fort Worth, TX 76107	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
16	Fire Station #07	925 Morrison Dr. Fort Worth, TX 76120	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
17	Fire Station #08	1101 12th Ave. Fort Worth, TX 76104	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
18	Fire Station #09	2575 Polaris Dr. Fort Worth, TX 76137	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
19	Fire Station #10	3209 Hemphill St. Fort Worth, TX 76110	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
20	Fire Station #11	1900 Texan Dr. Justin, TX 76247	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
21	Fire Station #12	120 N. W. 22nd Street Fort Worth, TX 76164	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
22	Fire Station #13	5333 Lea Crest Ln. Fort Worth, TX 76135	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
23	Fire Station #14	2737 Meadowbrook Dr. Fort Worth, TX 76103	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
24	Fire Station #15	3100 Azle Ave. Fort Worth, TX 76106	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
25	Fire Station #16	5933 Geddes Ave. Fort Worth, TX 76107	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
26	Fire Station #17	5151 Hemphill Street Fort Worth, TX 76115	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
27	Fire Station #18	2613 Camaron Ave. Fort Worth, TX 76111	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
28	Fire Station #20	901 Woodhaven Blvd. Fort Worth, TX 76112	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00

Administrative Fee per Load for Bobtail/Wagon Loads

#	Site	Address	Administrative Fee Bobtail/Wagon Load 500 gallons or less	Administrative Fee Bobtail/Wagon Load 501 to 1,000 gallons	Administrative Fee Bobtail/Wagon Load 1,001 to 1,500 gallons	Administrative Fee Bobtail/Wagon Load 1,501 to 2,000 gallons	Administrative Fee Bobtail/Wagon Load 2,001 to 4,000 gallons
29	Fire Station #21	3501 South Hills Ave. Fort Worth, TX 76109	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
30	Fire Station #22	4849 Wilbarger Street Fort Worth, TX 76119	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
31	Fire Station #23	3201 Portales Dr. Fort Worth, TX 76116	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
32	Fire Station #24	3101 Forest Ave. Fort Worth, TX 76112	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
33	Fire Station #25	3801 N. Main Street Fort Worth, TX 76106	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
34	Fire Station #26	6124 S. Hulen Street Fort Worth, TX 76133	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
35	Fire Station #27	2940 Precinct Line Rd. Fort Worth, TX 76118	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
36	Fire Station #28	1300 Everman Parkway Fort Worth, TX 76140	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
37	Fire Station #29	6400 Westcreek Dr. Fort Worth, TX 76133	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
38	Fire Station #30	4416 Southwest Blvd. Fort Worth, TX 76116	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
39	Fire Station #31	4209 Longstraw Dr. Fort Worth, TX 76137	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
40	Fire Station #32	10201 White Settlement Rd. Fort Worth, TX 76108	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
41	Fire Station #33	14650 Statler Blvd. Fort Worth, TX 76155	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
42	Fire Station #34	14101 Senders Ranch Blvd. Haslet, TX 76052	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
43	Fire Station #35	2201 Flight Line Rd. Fort Worth, TX 76177	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
44	Fire Station #36	5045 Columbus Trail Fort Worth, TX 76123	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
45	Fire Station #37	4721 Ray White Rd. Keller, TX 76244	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
46	Fire Station #38	13280 Park Vista Blvd. Keller, TX 76248	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
47	Fire Station #39	7655 Oakmont Blvd. Fort Worth, TX 76132	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
48	Fire Station #40	8510 Spring Street Fort Worth, TX 76179	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
49	Fire Station #41	11400 Willow Springs Rd. Haslet, TX 76052	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
50	Fire Station #42	450 E Rendon Crowley Rd. Burleson, TX 76028	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00
51	Fire Station #43	13300 Highland Hills Dr. Fort Worth, TX 76008	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00
52	Fire Station #44	4017 Falcon Way West, Fort Worth, TX 76106	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
53	Fire Station #45	1901 Quail Grove Dr. Fort Worth, TX 76177	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
54	Police Heliport	310 Gulfstream Rd Fort Worth, TX 76106	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00
55	Will Rogers Memorial Center	3401 W Lancaster Ave Fort Worth, TX 76107	\$285.00	\$285.00	\$285.00	\$285.00	\$285.00

M&C FILE NUMBER: M&C 25-0066

LOG NAME: 13P RFP 25-0001 MOTOR AND AVIATION FUEL & RELATED SRVCS MC PMD

SUBJECT

(ALL) Authorize Execution of Non-Exclusive Agreements with Pinnacle Petroleum, Inc., Mansfield Oil Company of Gainesville, Inc., TACenergy, LLC, Petroleum Traders Corporation, and Campbell Oil Company for a Five-Year Initial Term and One Two-Year Renewal, in a Combined Annual Amount Up to \$15,000,000.00 for the First Year of the Initial Term, \$17,250,000.00 for the Second Year of the Initial Term, \$19,837,500.00 for the Third Year of the Initial Term, \$22,813,125.00 for the Fourth Year of the Initial Term, \$26,235,094.00 for the Fifth Year of the Initial Term, \$30,170,358.00 for the First Year of the Renewal, and \$34,695,911.00 for the Second Year of the Renewal, for Motor and Aviation Fuel and Related Services for All City Departments

RECOMMENDATION:

It is recommended that the City Council authorize execution of non-exclusive agreements with Pinnacle Petroleum, Inc., Mansfield Oil Company of Gainesville, Inc., TACenergy, LLC, Petroleum Traders Corporation, and Campbell Oil Company for a five-year initial term and one two-year renewal, in a combined annual amount up to \$15,000,000.00 for the first year of the initial term, \$17,250,000.00 for the second year of the initial term, \$19,837,500.00 for the third year of the initial term, \$22,813,125.00 for the fourth year of the initial term, \$26,235,094.00 for the fifth year of the initial term, \$30,170,358.00 for the first year of the renewal, and \$34,695,911.00 for the second year of the renewal, for motor and aviation fuel and related services for all City Departments.

DISCUSSION:

The Property Management Department approached the Purchasing Division to solicit a bid for Unleaded, Jet-A, Diesel fuels, and alternative fuels required in the Dallas-Fort Worth nonattainment area to supply and operate vehicles and equipment. Unleaded and diesel fuel will be used by various City departments. The Jet-A aviation fuel will be used by the Police Department. Purchasing issued Request for Proposal (RFP) No. 25-0001 for Motor and Aviation Fuel & Related Services which consisted of detailed specifications of the City's standards and requirements.

The RFP was advertised in the *Fort Worth Star-Telegram* on October 16, 2024, October 23, 2024, October 30, 2024, November 6, 2024, November 13, 2024, November 20, 2024, November 27, 2024 and December 4, 2024. The City received a total of twelve (12) responses: Senenergy Petroleum LLC dba Arizona, Atlantic Petroleum & Mineral Resources, Inc. dba Atlantic Petroleum, Campbell Oil Company, Global Montello Group, Mansfield Oil Company of Gainesville, Inc., Offen Petroleum, LLC, Petroleum Traders Corporation, Pinnacle Petroleum, Inc., SB Fleet Lube, Sunoco, LLC, TACenergy, LLC, and Tartan Oil LLC.

An evaluation panel, consisting of representatives from Code Compliance, Police, and Property Management departments evaluated and scored the submittals using Best Value criteria. The individual scores were averaged for each of the criteria, and the final scores are listed in the table below: Atlantic Petroleum & Mineral Resources, Inc. dba Atlantic Petroleum, was deemed non-responsive as it did not score at least 50% or more of the total available points for the technical criteria necessary for price evaluation, and was disqualified from the evaluation process. Once the technical evaluation was completed, Purchasing staff allocated points associated with pricing to each remaining vendor.

Bidders	Evaluation Criteria					Rank
	a	b	c	d	Total Score	
Pinnacle Petroleum, Inc.	20.50	19.50	16.00	29.51	85.51	1
Mansfield Oil Company of Gainesville, Inc.	19.00	20.00	13.60	29.49	82.09	2
TACenergy, LLC	17.50	16.50	14.00	29.28	77.28	3
Petroleum Traders Corporation	17.50	17.00	11.60	30.00	76.10	4
Campbell Oil Company	15.50	16.00	14.80	28.86	75.16	5
Sunoco LLC	17.00	17.50	12.00	28.65	75.15	6
SB Fleet-Lube	16.50	15.50	11.20	29.00	72.20	7
Global Montello Group Corp.	17.00	14.50	9.60	29.82	70.92	8
Offen Petroleum, LLC	15.50	12.00	13.20	29.77	70.47	9
Tartan Oil LLC	12.00	14.00	10.80	29.61	66.41	10

Senergy Petroleum LLC dba Arizona	11.50	14.00	10.00	29.02	64.52	11
Atlantic Petroleum & Mineral Resources, Inc. dba Atlantic Petroleum	12.50	11.00	11.20	Bidder did not meet 50% of technical points; therefore, was deemed non-responsive and disqualified from the evaluation process	34.70	12

The RFP document specified the use of the following Best Value Criteria:

- a. Proposer's Qualifications, Experience and References
- b. Method of Approach and Ability to meet the City's needs
- c. Additional Products, Quality, and Services
- d. Cost

After evaluation, the panel concluded that Pinnacle Petroleum, Inc., Mansfield Oil Company of Gainesville, Inc., TACenergy, LLC, Petroleum Traders Corporation, and Campbell Oil Company, presented the best value to the City. Therefore, the panel recommends that City Council authorize non-exclusive agreements with Pinnacle Petroleum, Inc., Mansfield Oil Company of Gainesville, Inc., TACenergy, LLC, Petroleum Traders Corporation, and Campbell Oil Company. No guarantee was made that a specific amount of these fuels would be purchased. Staff certifies that the recommended vendors' bids met specifications.

FUNDING: The combined annual amount allowed under these non-exclusive agreements for the first year of the initial term would be \$15,000,000.00; however, the actual amount used will be based on the need of the department and available budget. The Property Management Department is requesting a 15% annual increase to accommodate the acquisition of the Emergency Medical Services (EMS) fleet and the continuous growth of the City's fleet. Funding is budgeted in the Fuel Oil & Lubricants account within the participating departments' Operating Funds, as appropriated.

BUSINESS EQUITY: This solicitation was reviewed by The Business Equity Division for available business equity prospects according to the City's Business Equity Ordinance. There were limited business equity opportunities available for the services/goods requested, therefore, no business equity goal was established.

AGREEMENT TERM: Upon City Council approval, the initial term of these Non-Exclusive Agreements shall begin upon execution and shall expire five years from that date. The combined annual amount of these agreements is up to \$15,000,000.00 for the first-year initial term, \$17,250,000.00 for the second-year initial term, \$19,837,500 for the third-year initial term, \$22,813,125.00 for the fourth-year initial term, and \$26,235,094.00 for the fifth-year initial term.

RENEWAL OPTIONS - These Agreements may be renewed for up to one two-year term for up to \$30,170,358.00 for the first-year of the renewal, and \$34,695,911 for the second-year of the renewal, 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.

ADMINISTRATIVE CHANGE ORDER: An administrative change order or increase may be made by the City Manager up to the amount allowed by relevant law and the Fort Worth City Code and does not require specific City Council approval as long as sufficient funds have been appropriated.

FISCAL INFORMATION / CERTIFICATION:

The Director of Finance certifies that funds are available in the current operating budget, as previously appropriated, in the participating departments' Operating Funds to support the approval of the above recommendation and execution of non-exclusive agreements. Prior to an expenditure being incurred, the participating departments have the responsibility to validate the availability of funds.

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