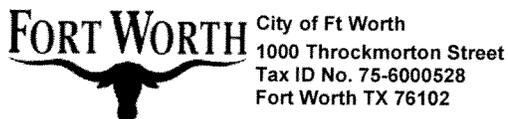


Notice of Blanket Award



V E N D O R	Vendor Number: 0000016515 MARTIN EAGLE OIL COMPANY INC 2700 JAMES ST ACH ONLY DENTON TX 76205
--	--

PO Date: 12/17/2008 Buyer: Karle, Kevin D FOB: Destination Terms: ACH (DIRECT DEPOSIT)	Blanket Order Number TYPA-09-00051739 ALL PACKING SLIPS, INVOICES, AND CORRESPONDENCE MUST REFERENCE THIS NUMBER.
---	---

S H I P T O	City of Ft Worth EQUIPMENT SERVICE DEPARTMENT 4100 COLUMBUS TRL FORT WORTH TX 76133
--	---

I N V O I C E	City of Ft Worth EQUIPMENT SERVICE DEPARTMENT 4100 COLUMBUS TRL FORT WORTH TX 76133
--	---

Department	Requisition Number	Catalog ID	Bid Number	Delivery Date		
EQUIPMENT SERVICES DEPARTMENT						
Item	Bid #	Requisition #	Quantity	Unit	Unit Price	Total
<p>Cooperative Purchase Agreement authorized by the City Council on December 16, 2008, M & C P-10898 for the City of Fort Worth and participating government entities. The agreement shall begin December 17, 2008, and end December 16, 2009, with options to renew for four additional one-year periods, provided service continues to be satisfactory.</p> <p>All prices, terms and conditions of the agreement shall be as stated in Invitation to Bid No. 08-0259.</p> <p>Upon accepting a release order from our user department/division for this agreement, please insure you are provided a purchase order number and a release number.</p> <p>Invoices must be mailed to the ordering department/division releasing service/commodity and the invoice shall contain: 1) Bid number; 2) Department Purchase Order Number; 3) Release Number; 4) Department Name; 5) Address where service/commodity was delivered.</p> <p>The Gasoline Grades and Prices are as illustrated in the Bid Tabulation (attached).</p>						
					Subtotal:	
					TOTAL:	\$0.00

INVOICES: Direct invoices in DUPLICATE to the address shown above.
 TERMS AND CONDITIONS set forth in our Bid or Quotation, on the reverse side hereof or incorporated herein by reference become a part of this order.

DIRECTOR OF PURCHASING/BUYER		
Glenda Birdow <small>Digitally signed by Glenda Birdow DN: CN = Glenda Birdow, C = US, OU = City of Location: Ft Worth, TX Date: 2008.12.17 16:25:15 -0600</small>		
FINANCE APPROVED	DATE	ENCUMBERED

City of Fort Worth, Texas
Mayor and Council Communication

DATE: Tuesday, December 16, 2008

LOG NAME: 13P08-0259

REFERENCE NO.: P-10898

SUBJECT:

Authorize Purchase Agreement for E85 Ethanol Fuel and Unleaded Gasoline with Martin Eagle Oil Company, Inc., for an Amount Not to Exceed \$4,000,000.00

RECOMMENDATION:

It is recommended that the City Council authorize the award of a purchase agreement with Martin Eagle Oil Company, Inc., for E85 ethanol fuel and unleaded gasoline for an amount not to exceed \$4,000,000.00, with freight included and payments due 30 days after receipt of invoices.

DISCUSSION:

The Equipment Services Department and area governmental entities will use this agreement to obtain E85 ethanol fuel and unleaded gasoline for use in fleet vehicles. The City of Fort Worth takes ownership of the fuel at its storage tank.

No guarantee was made that a specific amount of fuel would be purchased. During the previous year, the City of Fort Worth purchased approximately 2,292,000 gallons of unleaded gasoline at a cost of \$3,438,000.00. There is no previous history for the purchase of E85 ethanol fuel.

PRICE ANALYSIS: Prices for the E85 ethanol will be based on the low bid of the El Dorado Kansas, OPIS E85 Net Price List in effect on the actual delivery date of the fuel. Gasoline prices will be indexed and based on the Dallas Metro Texas Oil Price Information Service Rack Average Petrostat net price sent at 10:00 a.m. Eastern Standard Time on the actual delivery date of the fuel.

E85 ethanol fuel and gasoline was bid as a cooperative purchasing agreement to develop and encourage cooperative purchasing efforts to reduce the cost of diesel fuel to the City and other government entities. The City had a previous cooperative agreement for the purchase of fuel that was used by the following entities: The Cities of Arlington, Carrollton, Coppell, Duncanville, Flower Mound, Garland, Grand Prairie, Grapevine, Haltom City, Keller, Kennedale, Lewisville, North Richland Hills, Plano, Richardson, Southlake, University Park and Watauga, Tarrant, Johnson and Hood Counties, Crowley and Ponder ISD, Tarrant County College and University of Texas at Dallas.

Allowing other local government entities to participate in the previous agreement produced the additional purchase of about 5,181,000 gallons of gasoline. This represents an increase of about 2,500,000 gallons of gasoline being purchased. The new agreement will allow the City to save approximately \$40,997.00 annually over the previous agreement as a direct result of the increased volume in participation of the other government entities. The City has no responsibility for purchases by other government entities.

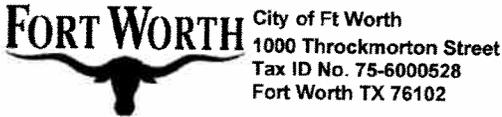
Upon City Council's approval, the agreement will begin December 17, 2008, and expire December 16, 2009.

BID ADVERTISEMENT - This bid was advertised in the Fort Worth Star-Telegram on October 1, 2008, and October 8, 2008. Twenty-two vendors were solicited from the purchasing database system; four responses were received.

E85 & UNLEADED	Estimate Gallons	Martin Eagle Oil		Petroleum Traders		Mansfield Oil Co.		Protec Fuel		Truman Arnold	
		Units	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price
Delivered											
E85 Transport	8000	0.4183-	\$3,346.40	No Bid	No Bid	0.0821+	\$656.80	0.3002-	\$2,401.60	No Bid	No Bid
E85 Short Transport	4000	0.3683-	\$1,473.20	No Bid	No Bid	0.0992+	\$396.80	0.2352-	\$940.00	No Bid	No Bid
E85 Tank Wagon	2000	0.3183-	\$636.60	No Bid	No Bid	0.3000+	\$600.00	0.1998-	\$399.60	No Bid	No Bid
Picked Up											
E85 Tank wagon	2000	0.3183-	\$636.60	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
PREMIUM											
Delivered											
Transport	8000	0.0363-	\$290.40	0.0146+	\$116.80	0.0208+	\$166.40	No Bid	No Bid	0.0050+	\$40.00
Short transport	4000	0.0263-	\$105.20	0.0449+	\$179.60	0.0379+	\$151.60	No Bid	No Bid	0.0164+	\$65.60
Tank wagon	2000	0.0163-	\$32.60	0.0951+	\$190.20	0.2700+	\$540.00	No Bid	No Bid	0.0727+	\$145.40
Picked Up											
Tank wagon	2000	0.0163-	\$32.60	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0.0010-	\$2.00
MID-GRADE											
Delivered											
Transport	450000	0.0363-	\$16,335.00	0.0407+	\$18,315.00	0.0358+	\$16,110.00	No Bid	No Bid	0.0050+	\$2,250.00
Short transport	7000	0.0263-	\$184.10	0.0539+	\$377.30	0.0529+	\$370.30	No Bid	No Bid	0.0087+	\$60.90
Tank wagon	150000	0.0163-	\$2,445.00	0.1072+	\$16,080.00	0.2700+	\$40,500.00	No Bid	No Bid	0.0725+	\$10,875.00
Picked Up											
Tank wagon	2000	0.0163-	\$32.60	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0.0010-	\$2.00
REGULAR											
Delivered											
Transport	4600000	0.0363-	\$166,980.00	0.0572+	\$263,120.00	0.0308+	\$141,680.00	No Bid	No Bid	0.0050+	\$23,000.00
Short transport	1300000	0.0263-	\$34,190.00	0.0609+	\$79,170.00	0.0479+	\$62,270.00	No Bid	No Bid	0.0164+	\$21,320.00
Tank wagon	800000	0.0163-	\$13,040.00	0.1111+	\$88,880.00	0.2700+	\$216,000.00	No Bid	No Bid	0.0445+	\$35,600.00
Picked Up											
Tank wagon	4000	0.0163-	\$65.20	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	0.0010-	\$4.00
GASOLINE TOTAL			\$239,825.50		\$466,428.90		\$479,441.90		\$3,741.20		\$93,364.90
Split load	500	\$50.00	\$25,000.00	\$40.00	\$20,000.00	\$35.00	\$17,500.00	No Bid	No Bid	\$30.00	\$15,000.00
Less than tank load	500	\$75.00	\$37,500.00	\$50.00	\$25,000.00	\$35.00	\$17,500.00	No Bid	No Bid	\$30.00	\$15,000.00
GRAND TOTAL		Minus (-)	\$177,325.50-	Plus (+)	\$511,428.90+	Plus (+)	\$514,441.90+	Plus (+)	\$3,741.20-	Plus (+)	\$123,364.90+

*****OPIS NOT*****
*****INCLUDE*****

BID SOLICITATION



BID OPENING DATE AND TIME:
10/09/2008 1:30 PM
BID NUMBER: 08-0259
CATALOG ID:

BUYER: Karle, Kevin D
PHONE #: (817) 392 - 8356 ext.
DELIVERY REQUIRED:

**V
E
N
D
O
R**
Martin Eagle Oil Co., Inc.
2700 James Street
Denton, Texas 76205

**S
H
I
P
T
O**
City of Ft Worth
EQUIPMENT SERVICE DEPARTMENT
4100 COLUMBUS TRL
FORT WORTH TX 76133

Item	Class-Item	Quantity	Unit	Unit Price	Total
	<p>Must enter pricing using all four (4) digits \$0._____ when entering your cents per gallon quote in correct -/+ space on each line of the bid. Failure can make bid non-responsive and rejected!</p> <p>All fuel Prices will be indexed and based on the Dallas Metro, Texas OPIS Petrostat Net Price sent at 10:00 AM EST, plus + or minus - your quote on the day of delivery. See the attached specifications for details</p>				
2.0	<p>405-15 E85 Ethanol transport (7500 gallon or more) DELIVERED</p> <p>Minus - \$0. <u>4</u> <u>1</u> <u>8</u> <u>3</u> cents per gallon. Plus + \$0. _____ cents per gallon</p>	8000.00	GAL	-\$0.4183	- \$ 3346.40
3.0	<p>405-15 E85 Ethanol short transport (4000 gal. - 7499 gal.) DELIVERED</p> <p>Minus - \$0. <u>3</u> <u>6</u> <u>8</u> <u>3</u> cents per gallon. Plus + \$0. _____ cents per gallon</p>	4000.00	GAL	-\$0.3683	- \$ 1473.20
4.0	<p>405-15 E85 Ethanol tank wagon (3999 gallons or less) DELIVERED</p> <p>Minus - \$0. <u>3</u> <u>1</u> <u>8</u> <u>3</u> cents per gallon. Plus + \$0. _____ cents per gallon</p>	2000.00	GAL	-\$0.3183	- \$ 636.60
5.0	<p>405-15 E85 Ethanol tank wagon (3999 gallons or less) PICKED UP</p> <p>Minus - \$0. <u>3</u> <u>1</u> <u>8</u> <u>3</u> cents per gallon. Plus + \$0. _____ cents per gallon</p>	2000.00	GAL	-\$0.3183	- \$ 636.60

ment terms in the "Terms of Payment" section at the bottom left corner of this form and must be either "Net 30" or a lesser period with a discount for early pay

WE AGREE TO FURNISH ANY OR ALL OF THE ITEMS QUOTED AT THE PRICES SHOWN. QUOTE MUST BE HELD FIRM FOR PERIOD OF 60 DAYS.

TERMS OF PAYMENT: Net 30 Days

COMPANY: Martin Eagle Oil Co., Inc.

DELIVERY: Within 24 hrs. of order

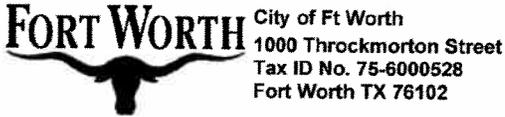
SIGNATURE: Phillip Childers III

TELEPHONE NUMBER: 800-316-6148

NAME AND TITLE: Phillip Childers III Sales

ORIGINAL

BID SOLICITATION



BID OPENING DATE AND TIME:
10/09/2008 1:30 PM
BID NUMBER: 08-0259
CATALOG ID:

BUYER: Karle, Kevin D
PHONE #: (817) 392 - 8356 ext
DELIVERY REQUIRED:

V
E
N
D
O
R

Martin Eagle Oil Co., inc.
2700 James Street
Denton, Texas 76205

S
H
I
P
T
O

City of Ft Worth
EQUIPMENT SERVICE DEPARTMENT
4100 COLUMBUS TRL
FORT WORTH TX 76133

Item	Class-Item	Quantity	Unit	Unit Price	Total
6.0	405-15 Premium Unlead transport (7500 gallon or more) DELIVERED Minus - \$0. <u>0</u> <u>3</u> <u>6</u> <u>3</u> cents per gallon. Plus + \$0. _____ cents per gallon.	8000.00	GAL	-\$0.0363	- \$ 290.40
7.0	405-15 Premium Unlead short transport (4000 gal. - 7499 gal.) DELIVERED Minus - \$0. <u>0</u> <u>2</u> <u>6</u> <u>3</u> cents per gallon. Plus + \$0. _____ cents per gallon.	4000.00	GAL	-\$0.0263	- \$ 105.20
8.0	405-15 Premium Unlead tank wagon (3999 gallons or less) DELIVERED Minus - \$0. <u>0</u> <u>1</u> <u>6</u> <u>3</u> cents per gallon. Plus + \$0. _____ cents per gallon.	2000.00	GAL	-\$0.0163	- \$ 32.60
9.0	405-15 Premium Unlead tank wagon (3999 gallons or less) PICKED UP Minus - \$0. <u>0</u> <u>1</u> <u>6</u> <u>3</u> cents per gallon. Plus + \$0. _____ cents per gallon.	2000.00	GAL	-\$0.0163	- \$ 32.60
10.0	405-15 Mid-Grade Unlead transport (7500 gallon or more) DELIVERED Minus - \$0. <u>0</u> <u>3</u> <u>6</u> <u>3</u> cents per gallon. Plus + \$0. _____ cents per gallon.	450000.00	GAL	-\$0.0363	- \$ 16335.00

ment terms in the "Terms of Payment" section at the bottom left corner of this form and must be either "Net 30" or a lesser period with a discount for early pay

WE AGREE TO FURNISH ANY OR ALL OF THE ITEMS QUOTED AT THE PRICES SHOWN. QUOTE MUST BE HELD FIRM FOR PERIOD OF 60 DAYS.

TERMS OF PAYMENT: Net 30 Days

COMPANY: Martin Eagle Oil Co., Inc.

DELIVERY: Within 24 hrs. of order

SIGNATURE: Phillip Childers III

TELEPHONE NUMBER: 800-316-6148

NAME AND TITLE: Phillip Childers III Sales

ORIGINAL

BID SOLICITATION



City of Ft Worth
1000 Throckmorton Street
Tax ID No. 75-6000528
Fort Worth TX 76102

BID OPENING DATE AND TIME:
10/09/2008 1:30 PM
BID NUMBER: 08-0259
CATALOG ID:

BUYER: Karle, Kevin D
PHONE #: (817) 392 - 8356 ext.
DELIVERY REQUIRED:

**V
E
N
D
O
R**
Martin Eagle Oil Co.Inc.
2700 James Street
Denton, Texas 76205

**S
H
I
P
T
O**
City of Ft Worth
EQUIPMENT SERVICE DEPARTMENT
4100 COLUMBUS TRL
FORT WORTH TX 76133

Item	Class-Item	Quantity	Unit	Unit Price	Total
11.0	405-15 Mid-Grade Unlead short transport (4000 gal. - 7499 gal.) DELIVERED Minus - \$0. <u>0</u> <u>2</u> <u>6</u> <u>3</u> cents per gallon. Plus + \$0. _____ cents per gallon.	7000.00	GAL	-\$0.0263	-\$ 184.10
12.0	405-15 Mid-Grade Unlead tank wagon (3999 gallons or less) DELIVERED Minus - \$0. <u>0</u> <u>1</u> <u>6</u> <u>3</u> cents per gallon. Plus + \$0. _____ cents per gallon.	150000.00	GAL	-\$0.0163	-\$ 2445.00
13.0	405-15 Mid-Grade Unlead tank wagon (3999 gallons or less) PICKED UP Minus - \$0. <u>0</u> <u>1</u> <u>6</u> <u>3</u> cents per gallon. Plus + \$0. _____ cents per gallon.	2000.00	GAL	-\$0.0163	-\$ 32.60
14.0	405-15 <i>PCF</i> Mid-Grade Unlead transport (7500 gallon or more) DELIVERED Minus - \$0. <u>0</u> <u>3</u> <u>6</u> <u>3</u> cents per gallon. Plus + \$0. _____ cents per gallon.	4600000.00	GAL	-\$0.0363	-\$166980.00
15.0	405-15 <i>PCF</i> Mid-Grade Unlead short transport (4000 gal. - 7499 gal.) DELIVERED Minus - \$0. <u>0</u> <u>2</u> <u>6</u> <u>3</u> cents per gallon. Plus + \$0. _____ cents per gallon.	1300000.00	GAL	-\$0.0263	-\$ 34190.00

ment terms in the "Terms of Payment" section at the bottom left corner of this form and must be either "Net 30" or a lesser period with a discount for early pay

WE AGREE TO FURNISH ANY OR ALL OF THE ITEMS QUOTED AT THE PRICES SHOWN. QUOTE MUST BE HELD FIRM FOR PERIOD OF 60 DAYS.

TERMS OF PAYMENT: Net 30 Days
DELIVERY: Within 24 hrs of order
TELEPHONE NUMBER: 800-316-6148

COMPANY: Martin Eagle Oil Co., Inc
SIGNATURE: *Phillip Childers III*
NAME AND TITLE: Phillip Childers III Sales

ORIGINAL

BID SOLICITATION



City of Ft Worth
1000 Throckmorton Street
Tax ID No. 75-6000528
Fort Worth TX 76102

BID OPENING DATE AND TIME:
10/09/2008 1:30 PM
BID NUMBER: 08-0259
CATALOG ID:

BUYER: Karle, Kevin D
PHONE #: (817) 392 - 8356 ext
DELIVERY REQUIRED:

V
E
N
D
O
R
Martin Eagle Oil Co., Inc.
2700 James Street
Denton, Texas 76205

S
H
I
P
T
O
City of Ft Worth
EQUIPMENT SERVICE DEPARTMENT
4100 COLUMBUS TRL
FORT WORTH TX 76133

Item	Class-Item	Quantity	Unit	Unit Price	Total
16.0	405-15 <i>PC 15</i> Mid-Grade Unlead tank wagon (3999 gallons or less) DELIVERED Minus - \$0. <u>0</u> <u>1</u> <u>6</u> <u>3</u> cents per gallon. Plus + \$0 _____ cents per gallon	800000.00	GAL	-\$0.0163	-\$ 13040.00
17.0	405-15 <i>PC 15</i> Mid-Grade Unlead tank wagon (3999 gallons or less) PICKED UP Minus - \$0. <u>0</u> <u>1</u> <u>6</u> <u>3</u> cents per gallon. Plus + \$0 _____ cents per gallon.	4000.00	EA	-\$0.0163	-\$ 65.20
				TOTAL:	-\$239,825.50

ent terms in the "Terms of Payment" section at the bottom left corner of this form and must be either "Net 30" or a lesser period with a discount for early pay

WE AGREE TO FURNISH ANY OR ALL OF THE ITEMS QUOTED AT THE PRICES SHOWN. QUOTE MUST BE HELD FIRM FOR PERIOD OF 60 DAYS

TERMS OF PAYMENT: 30 Days

COMPANY: Martin Eagle Oil Co., Inc.

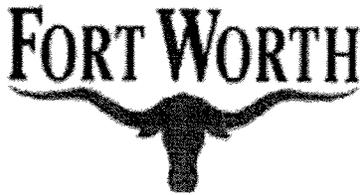
DELIVERY: Within 24 hrs. of order

SIGNATURE: *Phillip Childers III*

TELEPHONE NUMBER: 800-316-6148

NAME AND TITLE: Phillip Childers III Sales

ORIGINAL



E85 & REFORMULATED GASOLINE
BID # 08-0259

Date: 10-13-2008

Addendum: #01

Due Date: 10-23-2008

The purpose of this addendum is to incorporate the following changes into the purchase specification.

The following is changes to the specifications for E85 & Reformulated Gasoline.

1. Opening date has changed from October 16, 2008 to October 23, 2008 due in the City of Fort Worth, Purchasing Division at 1:30 PM.
2. Line Number 14, 15, 16 and 17 on Page 3 of 4, of the official Bid Solicitation Pages, is changed from "Mid-Grade" gasoline to "Regular Unleaded" gasoline.

All other specifications, terms and conditions remain unchanged

Yours Truly,

Jack Dale, C.P.M., C.P.P.B.
Purchasing Manager

ACKNOWLEDGMENT

By the signatures affixed below, Addendum No. 01 is hereby incorporated into and made part of the above referenced Invitation to Bid.

Receipt Acknowledged By:

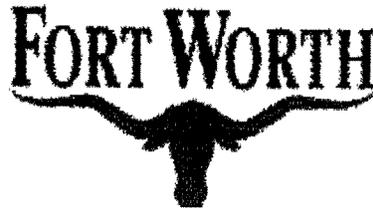
Martin Eagle Oil Corp Inc
Company Name

[Handwritten Signature]
Authorized Signature

10-14-08
Date

ORIGINAL

NOTE: Company name and signature must be the same as on the original bid. Return one (1) copy to the Purchasing Division, City of Fort Worth, Texas prior to submittal or with your sealed bid. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.



ADDENDUM #1. PAGE 1 OF 1

E85 & REFORMULATED GASOLINE
BID # 08-0259

Date: 10-22-2008

Addendum: #02

Due Date: 10-30-2008

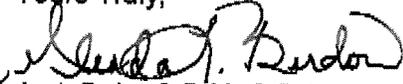
The purpose of this addendum is to incorporate the following changes into the purchase specification.

The following is changes to the specifications for E85 & Reformulated Gasoline.

1. Opening date has changed from October 23, 2008 to October 30, 2008 due in the City of Fort Worth, Purchasing Division at 1:30 PM.
2. A third addendum will be issued at a later date to make changes to the E85 requirements.

All other specifications, terms and conditions remain unchanged

Yours Truly,

for 
 Jack Dale, C.P.M., C.P.P.B.
 Purchasing Manager

ACKNOWLEDGMENT

By the signatures affixed below, Addendum No. 02 is hereby incorporated into and made part of the above referenced Invitation to Bid.

Receipt Acknowledged By:

Martin Eagle Oil Co.
Company Name


Authorized Signature

10-22-08
Date

ORIGINAL

NOTE: Company name and signature must be the same as on the original bid. Return one (1) copy to the Purchasing Division, City of Fort Worth, Texas prior to submittal or with your sealed bid. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.



E85 & REFORMULATED GASOLINE
BID # 08-0259

Date: 10-28-2008

Addendum: #03

Due Date: 10-30-2008

The purpose of this addendum is to incorporate the following changes into the purchase specification.

The following is changes to the specifications for E85 & Reformulated Gasoline.

1. The price of the E85 fuels listed on lines 2, 3, 4, and 5 of the Bid Solicitation Pages shall be based upon the El Dorado Kansas, OPIS E85 Net Price List, Minus (-) \$0.____ _ or Plus (+) \$0.____ _ cents per gallon.

All other specifications, terms and conditions remain unchanged

Yours Truly,

Jack Dale for Jack Dale

Jack Dale, C.P.M.,C.P.P.B.

Purchasing Manager

ACKNOWLEDGMENT

By the signatures affixed below, Addendum No. 03 is hereby incorporated into and made part of the above referenced Invitation to Bid.

Receipt Acknowledged By:

Martin Eagle Oil Co, Inc
Company Name

Phyllis Childers
Authorized Signature

10-28-2008
Date

ORIGINAL

NOTE: Company name and signature must be the same as on the original bid. Return one (1) copy to the Purchasing Division, City of Fort Worth, Texas prior to submittal or with your sealed bid. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.



E85 & REFORMULATED GASOLINE
BID # 08-0259

Date: 10-30-2008

Addendum: #04

Due Date: 11-06-2008

The purpose of this addendum is to incorporate the following changes into the purchase specification.

The following is changes to the specifications for E85 & Reformulated Gasoline.

1. Opening date has changed from October 30, 2008 to November 06, 2008 due in the City of Fort Worth, Purchasing Division at 1:30 PM.

All other specifications, terms and conditions remain unchanged

Yours Truly,

Jack Dale, C.P.M., C.P.P.B.
Purchasing Manager

ACKNOWLEDGMENT

By the signatures affixed below, Addendum No. 04 is hereby incorporated into and made part of the above referenced Invitation to Bid.

Receipt Acknowledged By:

Martin Eagle Oil Co. Inc
Company Name

Phillip Childers III
Authorized Signature

10-30-2008
Date

NOTE: Company name and signature must be the same as on the original bid. Return one (1) copy to the Purchasing Division, City of Fort Worth, Texas prior to submittal or with your sealed bid. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR OFFER.

ORIGINAL



MARTIN•EAGLE

OIL COMPANY, INC.

**Bid # 08-0259
City of Fort Worth
E-85 Reformulated Gasoline
Close Date 10-06-2008 2PM**

**Martin Eagle Oil Company
2700 James Street
Denton, Texas 76205**

Information Sheet (Bulk Facilities)

**MEO Bulk Plant
2700 James Street
Denton, Texas 76205**

ORIGINAL

24/7 unmanned site with card reader's gasoline & diesel sales retail. Loading rack (bottom load) with meter open during normal business hours. Bulk storage facilities for gasoline with ethanol, diesel, kerosene, & bio-diesel.

**Hilltop Bulk Facility
220 Stemmons @ I-35
Denton, Texas 76205**

Storage for gasoline with ethanol, ethanol, diesel, red dyed diesel. This facility is a holding facility to transfer fuels to MEO Bulk Plant for loading and blending product to spec. Currently not a customer loading facility.

**Emergency contact for after hours loading or supply
Phillip Childers III cell 817-239-9973 home 817-540-2058**



MARTIN • EAGLE

OIL COMPANY, INC.

Page 2.

p.childers@martineagle.com p.childers@yahoo.com

Office 800-316-6148 ext 233

Fax 940-382-9342

These facilities are within 40 mile radius of City of Fort Worth and all other agencies on City of Fort Worth contract.

MEO has other locations in the DFW area that can be used as bulk supply points for fuels that are retail outlets or properties with extra bulk fuel tanks.

ORIGINAL



MARTIN • EAGLE
OIL COMPANY, INC.

**City of Forth Worth Addendum
Bid # 08-0259
E-85 Reformulated Gasoline**

**Martin Eagle Oil Company, Inc.
2700 James Street
Denton, Texas 76205**

**Any and all applicable taxes and/or fees imposed by any
government agency will be invoiced as separate line items.**

ORIGINAL

S U S A N

C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

WWW.WINDOW.STATE.TX.US



July 30, 2007

Dear Taxpayer:

In 2007, the 80th Legislature enacted House Bill 3554 to continue the petroleum products delivery fee at a reduced rate. The fee will apply to all petroleum products imported into Texas or withdrawn from bulk storage facilities and delivered into cargo tanks or barges. Effective September 1, 2007, the fee will be based upon total gallons delivered, as shown in this schedule:

<u>Gallons Delivered</u>	<u>Fee</u>
0 Less than 2,500	\$ 3.75
25 2,500 but less than 5,000	\$ 7.50
50 5,000 but less than 8,000	\$11.75
80 8,000 but less than 10,000	\$15.00
Each 5,000 gallon increment on 10,000 gallons or more	\$ 7.50

For deliveries of at least 7,000 but less than 8,000 gallons (whether single product type or split load), special rules apply:

- If the gasoline portion of the delivery is less than 7,000 gallons, the fee is \$11.75.
- If the gasoline portion of the delivery is at least 7,000 gallons, the total load is presumed to be at least 8,000 gallons and the fee is \$15.00.

The fee will expire on September 1, 2011.

If you need additional information, call us toll free at (800) 252-1383, or direct in Austin at (512) 463-4600.

Sincerely,

A handwritten signature in black ink, appearing to read "Bryant K. Lomax".

Bryant K. Lomax
Manager, Tax Policy Division

ORIGINAL



**CITY OF FORT WORTH / PURCHASING DIVISION
 INVITATION TO BID No. 08-0259
 SEALED BID FOR: E85 REFORMULATED GASOLINE
 BID CLOSING DATE: OCTOBER 16, 2008**

For more information contact: Kevin Karle, Senior Buyer, (817) 392-8356, FAX (817) 392-8440, kevin.karle@fortworthgov.org

INSTRUCTIONS TO BIDDERS: Bids are solicited for furnishing merchandise, supplies, services or mowers set forth in this Bid Request. Completed bid requests must be received in Purchasing Office by 1:30 PM, 10/16/2008, and publicly opened and read aloud at 2:00 PM in the Council Chambers. Bids must be returned in sealed envelopes, addressed to Purchasing Manager, City of Fort Worth and have bid number, closing date, and company name clearly marked on outside envelope. Deliveries must be to Purchasing Division:

Municipal

Mail To: City of Ft Worth, Purchasing
 1000 Throckmorton Street
 Fort Worth, Texas 76102

Hand Delivery: Lower Level, Municipal Building
 1000 Throckmorton Street
 Fort Worth, Texas 76102

*Bids to be delivered by special courier (i.e. Federal Express, Special Delivery etc.) are to be marked "BID MUST BE DELIVERED TO PURCHASING DIVISION BEFORE 1:30 P.M." in order to be considered. Late bids will be returned; they will not be opened nor considered in the evaluation of the bid. Bids may be withdrawn at any time prior to the official opening. Bids may not be altered, amended or withdrawn after the official opening.

The undersigned agrees, if the bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid will be 90 calendar days after the bid opening date unless the bidder submits a different date. (90 days).

I have read and agreed with the attached Terms and Conditions, Instruction to Bidders and Invitation to Bid requirements. Failure to complete requested information below may result in rejection of your bid. Principal Place of Business (Defined as at least having one permanent active business office and employee located in Texas).

Company Name and Address	Company's Authorized Agent
Martin Eagle Oil Co., Inc.	Phillip Childers III
2700 James Street Denton, Tx. 76205	Signature: <i>Phillip Childers III</i>
Federal ID Number(TIN) or 75-1424010	Name and Title (Typed/or Printed)
Social Security Number and Legal	Phillip Childers III Sales
Company Name Martin Eagle Oil Co., Inc.	Date 10-13-2008
Telephone Number 800-316-6148 940-383-2351	
Fax Number 940-382-9342	Email address p.childers@martineagle.com

Cooperative Purchasing: Should other Governmental Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply? Yes XX No _____

A "NO" ANSWER TO THE ABOVE COOPERATIVE COULD RESULT IN COMPLETE REJECTION OF BID

If you, the Vendor checked yes, the following will apply: Governmental entities utilizing Inter-Governmental Contracts with the City of Fort Worth will be eligible, but not obligated, to purchase material/services under this contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the City of Fort Worth will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Fort Worth will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/services as needed.

Jack Dale
 Jack Dale
 Purchasing Manager

ORIGINAL



HOW TO REGISTER WITH THE CITY OF FORT WORTH

- ⇒ Visit www.fortworthgov.org
- ⇒ Click on **Business**
- ⇒ Scroll down to **Do Business With Us**
- ⇒ Choose **Become A Vendor**
- ⇒ Review **Terms & Conditions**
- ⇒ Click **I Accept These Terms** to proceed
- ⇒ At next screen, click **No, I Want to Register**
- ⇒ Click **Register**
- ⇒ The first registration pop-up asks for your Federal ID# or Social Security Number and your company name. The company name **MUST** be the proper organization name and the same as on invoices you would present for payment to the City of Fort Worth.
- ⇒ Follow through the screens by clicking **Continue/Save** at the bottom of each screen. The last screen will ask for your **commodities** (products and/or services that can be provided to the City). This information is used to send quotes/bid opportunities to you by email and is also required in order to keep your account active.
- ⇒ Enter a key word search for unknown commodity codes (example: janitorial)
- ⇒ An email address is required to register online
- ⇒ If you selected "Certified Minority" you will be requested to provide a copy of your Minority/Woman Owned Business certification

Congratulations, you've registered!!
You will receive an email with your registration confirmation.

For any changes/edits to your vendor profile please contact Donna Higgins at 817-392-8560 or email her at donna.higgins@fortworthgov.org.

OTHER SITES FOR CITY BIDS

Engineering	www.fortworthgov.org/engineering	817-392-7941
Environmental Management	www.fortworthgov.org/dem	817-392-6088
Transportation and Public Works	www.fortworthgov.org/tpw	817-392-7800
Water	www.fortworthgov.org/water	817-392-7540

ORIGINAL

Detailed Specifications

- 1.0 Intent: To establish an intergovernmental agreement to supply the City of Fort Worth, Equipment Service Department and any other Governmental Entities within the Dallas/Fort Worth metropolitan area, an agreement to supply E85 and Reformulated Premium Mid-Grade, and Regular Gasoline, approved by the State or any single type and/or combination thereof on an as needed basis. The City of Fort Worth (City), reserves the right to award on an all or none basis. All quantities are estimates only. Quantities are not guaranteed.
- 2.0 Agreement: This agreement may be renewed for (5)-five successive one-year terms at the City's option. Renewal may be affected by notice in writing by the city manager or his designated representative to the contractor within 60 days of the expiration of the prior term and does not require specific City Council approval provided that the City Council has appropriated sufficient funds to satisfy the city's obligations during any renewal term. All other Governmental Entities will be responsible for their own approval of the agreement, any renewal terms and start up date, if they wish to participate in this agreement, according to their own laws, rules and regulations.
- 3.0 Cooperative: The City of Fort Worth in cooperation with other Governmental Entities is trying to develop and encourage cooperative purchasing efforts among Governmental Entities located within the Dallas/Fort Worth metropolitan area; therefore it would be in the best interest to help the City of Fort Worth facilitate this cooperative effort. A no answer to the cooperative purchasing question on the front cover page of this bid could result in a complete rejection of your bid. If you (the vendor) checked yes, the following will apply:
 - 3.1 Governmental Entities within Dallas/Fort Worth metropolitan area utilizing intergovernmental agreements with City of Fort Worth will be eligible, but not obligated, to purchase E85 and/or Reformulated Gasoline under this agreement award as a result of this bid. All purchases by other Governmental Entities will be billed directly to the Governmental Entity and paid by the Governmental Entity. City of Fort Worth will not be responsible for another Governmental Entities debts. Each Governmental Entity will order their own E85 and/or Reformulated Gasoline on an as needed basis. Entities that have purchased E85 and/or Reformulated Gasoline fuel in the past, but are not limited to: Cities of Arlington, Carrollton, Coppell, Duncanville, Euless, Flower Mound, Garland, Grand Prairie, Grapevine, Haltom City, Keller, Kennedale, Lewisville, North Richland Hills, Plano, Richardson, Southlake, University Park, Watauga, Crowley ISD, Grapevine-Colleyville ISD, Ponder ISD, Hood County, Johnson County, Tarrant County, Tarrant County College, and University of Texas at Dallas. No guarantee is made that any one or all Entities will purchase ultra low emission diesel fuel in the future.
- 4.0 Secondary award: Would you (the vendor) be willing to accept a secondary award to provide E85 and/or Reformulated Gasoline: Premium, Mid-Grade, and Regular fuel in the absence of the primary vendor? Prices would remain the same as those provided on the bid documents for the entire or remaining contract.

YES XXX NO _____
- 4.1 The City of Fort Worth reserves the right to order from other than the successful vendor if delivery cannot be made within 24 hours after order has been placed.

ORIGINAL

- 5.0 General: It is anticipated that the E85 and Reformulated Premium Mid-Grade, and Regular Gasoline, approved by the State or any single type and/or combination thereof on an as needed basis. The E85 & Reformulated Gasoline to be furnished will fall within the broad specifications listed below. If the E85 and/or Reformulated Gasoline does not fall within these specifications, the variances shall be stated in your bid and the City of Fort Worth reserves the right to accept or reject the bid if the variances are considered excessive. All quantities are estimates only. Quantities not guaranteed.
- 5.1 It is the intent of the City of Fort Worth to buy E85 and/or Reformulated Gasoline: Premium, Mid-grade, and Regular gasoline offered through this company's regular retail outlet.
- 5.2 It shall contain additive package and corrosion inhibitors, but not limited to; if proven by the federal government and/or TCEQ as no longer an approved additive or corrosion inhibitor. If product package and/or corrosion inhibitor are changed or altered, the new formulation must meet and/or exceed the federal government and/or TCEQ standards. Successful bidder shall confirm that producer of the E85 and/or Reformulated Gasoline: Premium, Mid-grade, and Regular is complying with federal and state mandates and/or requirements. All products must meet ASTM D5798-99 Standards and Specifications regarding sampling and testing requirements.
- 5.3 The awarded primary/secondary vendor will be required to maintain documentation of all petroleum products and gallons purchased by each Governmental Entity that elect to participate on the cooperative purchase agreement. The documented information will be forward annually to Equipment Services Department, Fuel Coordinator, Randy Rendon, at Fax (817) 392-5112 or randy.rendon@fortworthgov.org.
- 6.0 Allocation: In the event of a fuel shortage and/or catastrophic conditions, the Supplier (vendor) must be capable of providing fuel to the City of Fort Worth and any other Governmental Entity purchasing fuel on this agreement with fuel.
- 7.0 Delivery: Deliveries will be made to the various sites Monday through Sunday, according to the hours of operation for that site unless an emergency situation should develop.
- 7.1 Note: Seller is not allowed to ship fuel under reservation or no tender of a bill of lading will operate as a tender automatic approval. Title and risk of loss of fuel shall not pass to buyer until buyer actually receives and takes possession of fuel at point of delivery.
- 8.0 Additional Requirement: Vendor shall agree to furnish a fueling site within a forty - (40) mile radius of the City of Fort Worth, Texas, to load The City's 4,000 and 4,500-gallon tankers. City of Fort Worth may purchase quantities from 200 gallons and/or maximum of City tanker capacities. All grades of fuel must be carried at vendor's approved fueling location, including E85. Bidder must attach the fueling address for the fueling site; failure to attach such information may make the vendor's bid non-responsive.

ORIGINAL

9.0 Ethanol, Gasoline, and E85 Fuel Component Properties

9.1 Item #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			

9.2 The E85 specifications above and below (9.1, Item #1, and 9.3, Item #1) represent ASTM D5798-07 Standard Specification for Fuel Ethanol for Automotive Spark-Ignition Engines. But not limited to if proven by the federal government and/or TCEQ as no longer an approved Standard Specification as noted on (Page#6, 10.5 Information).

ORIGINAL

9.3 Item #1.

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 shall be visibly free of suspended or precipitated contaminants (shall be clear and bright).		

ORIGINAL

9.4 Comparison of E10 Fuel Properties

9.5 Item #1.

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

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

9.6 The above specifications may vary slightly depending on the vendor and manufacturer of fuel. Any variance from the above specifications must be approved by the City of Fort Worth Equipment Services Department. If quoting a product that varies, you must submit the specifications on the variance with this bid for evaluation.

ORIGINAL

10.0 Information

- 10.1 Questions: Any questions relating to this specification may be discussed with the City of Fort Worth, Purchasing Division, Senior Buyer, Kevin Karle, at (817) 392-8356 or kevin.karle@fortworthgov.org and the Equipment Services Department, Fuel Coordinator, Randy Rendon, at (817) 392-5112 or randy.rendon@fortworthgov.org.
- 10.2 Quality: All motor fuels delivered under this agreement will be of high quality and will not contain any foreign substances or water, which may damage any Governmental Entities vehicle or contaminate the fuel storage tanks.
- 10.3 Prices: Bids shall be based on the Dallas Metro, Texas OPIS (Rack Average) (Oil Price Information Service) Petrostat net price sent at 10:00 AM EST for the date the fuel is delivered.
- 10.4 The City of Fort Worth and other Governmental Entities reserves the right to add and/or delete delivery sites during the course of this agreement.
- 10.5 This agreement requires that as legislation, both state and federal, governing the content characteristics of E85 and/or Reformulated Gasoline fuel could be modified that the providing vendor shall deliver product that complies with the modified legislation.
- 10.6 All prices for this agreement will include the delivery cost to any designated area within Tarrant County. It is the responsibility of the vendor to deliver the product by own means within 24 hours after receipt of order (ARO).
- 10.7 Orders will be placed by telephone requesting specific delivery dates and sites. A blanket release number will be issued at that time. Contact person for the City of Fort Worth will be Randy Rendon or his designated representative, phone number will be provided to successful vendor. Other Governmental Entities will have their own designated representatives and methods of requesting delivery dates, sites and tracking of orders.
- 10.8 Deliveries will be made at various sites Monday through Sunday according to the hours of operation for that site, unless an emergency situation should develop. Emergency contact after 5:00 PM will be Randy Rendon; phone number will be provided to successful vendor.
- 10.9 Test: Deliveries of fuel under this contract are subject to testing, to insure compliance with specifications. All tests shall be made as per method by the American Society of Testing Material, unless otherwise specified. When the test analysis shows fuel meeting specification, the City of Fort Worth 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.

ORIGINAL

11.0 Delivery location, City of Fort Worth, Equipment Services Department

LOCATION	TANK SIZE	HOURS OF OPERATION
1. James Avenue Service Center 5021 James Avenue Fort Worth TX, 76115	(-2-) 20,000 Gallon Unleaded, UST (-3-) 20,000 Gallon Diesel, UST	Monday through Friday 6:30a.m. To 11:00p.m. Friday: 6:30a.m. To 1:00 p.m.
2. Brennan Service Center 2500 Brennan Ave. Fort Worth, TX 76106	(-1-) 115,000 Gallon Unleaded, AST " Easy access–Fuel must be pumped off " (-1-) 2,000 Gallon Diesel, AST	Monday through Friday 7:00a.m. To 7:30p.m.
3. Water Service Center 2201 W. Daggett St. Fort Worth TX, 76104	(-2-) 10,000 Gallon Unleaded, UST (-2-) 10,000 Gallon Diesel, UST	Monday through Friday 7:00a.m. To 3:30a.m.
4. Southside Service Center 4100 Columbus Tr. Fort Worth TX, 76133	(-1-) 10,000 Gallon Unleaded, UST (-2-) 5,000 Gallon Diesel, UST (-1-) 500 Gallon Diesel, UST	Monday through Friday 7:00a.m. To 3:30a.m.
5. Southeast Service Center 5000 M.L. King Frwy. Fort Worth TX, 76119	(-2-) 8,000 Gallon Unleaded, UST " Easy access – Any Truck " (-2-) 8,000 Gallon Diesel, UST	Tuesday through Friday 7:00a.m. To 12:00 Noon Saturday & Monday 6:00a.m. To 3:00p.m.
6. Downtown Service Center 1013 Cherry Street Fort Worth TX, 76102	(-1-) 12,000 Gallon Unleaded, UST (-1-) 6,000 Gallon Unleaded, UST " Easy access – Any Truck "	Monday through Friday 7:00a.m. To 3:30p.m.
7. Water Department, WWTP; 4500 Wilma Ln Fort Worth TX, 76102	(-2-) 20,000 Gallon Diesel, AST (-2-) 2,000 Gallon Unleaded, UST (-1-) 2,000 Gallon Diesel, UST	Monday through Friday 8:00a.m. to 4:30p.m. (Village Creek Wastewater Plant)

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

SITE	LOCATION
1. Meacham Airport	4201 N. Main St. Suite 200, 76106
2. Spinks Airport	13725 Stone Road, Burleson Tx 76028
3. Park & Rec.	Rolling Hills; Forestry, 2525 Joe B. Rushing, 76119
4. Park & Rec.	Lake Worth, 7500 Surfside Dr., 76135
5. Park & Rec.	Meadow Brook, 1815 Jensen Rd., 76112
6. Park & Rec.	Sycamore Creek, 401 MLK Frwy., 76104
7. Park & Rec.	Pecan Valley, 6400 Pecan Valley Rd., 76126
8. Park & Rec.	Rockwood, 1851 Jacksboro Hwy., 76114
9. Park & Rec.	Greenbriar, 5201 James, 76133
10. Park & Rec.	North District Serv. Cntr., 1700 Brennan, 76106
11. Park & Rec.	South East District Cntr., 2300Ave H., 76105
12. Park & Rec.	West Zone, 2901 Crestline Road, 76107
13. Village Creek	4500 Wilma Lane, 76102
14. Fire Station #7	7601 John T. White Road, 76112
15. Fire Station #8	1101 12th Avenue, 76104
16. Fire Station #10	3209 Hemphill, 76110
17. Fire Station #11	400 Grand Ave., 76106
18. Fire Station #12	120 N. W. 22 nd Street, 76106

ORIGINAL

19. Fire Station #14	2737 Meadowbrook, 76103
20. Fire Station #24	3101 Forest Ave., 76112
21. Fire Station #27	201 Holloway Ct., Hurst TX, 76053
22. Fire Station #29	6400 Westcreek, 76133
23. Fire Station #30	4416 S.W. Blvd., 76116
24. Fire Station #31	4209 Longstraw, 76137
25. Fire Station #32	10201 White Settlement Road, 76108
26. Fire Station #33	14650 Statler Blvd., 76155
27. Fire Station #35	2251 Flight Line Rd. (Alliance Airport), 76177
28. Fire Station #36	5100 Columbus Trail, 76133
29. Fire Station #37	4701 E. Ray White Road, 76052
30. Fire Station #38	13280 Park Vista Blvd., 76177
31. Fire Station #39	7555 Oakmont Blvd., 76132
32. Fire Station #41	842 Blue Mound Road, Haslet TX 76052,
33. Will Rogers Public Events	3300 Harley Street, 76107
34. Ft W Convention Center	1111 Houston Street, 76102
35. Police Administration	350 W. Belknap Street, 76102
36. Police Auto Pound	1301 E. Northside Drive, 76102

- 13.0 Other Governmental Entity locations: Size of tanks and hours of operation will be given if request is made to be added to this agreement. All other Governmental Entities will provide their own locations for tanks, size of tanks and address for payment of invoices.
- 14.0 Anticipated Usage: The City of Fort Worth anticipates using an estimated 1,033,842 gallons of Reformulated and/or E85 Gasoline, per twelve (12)-month period. Other governmental agencies anticipate using an estimated 5,000,000 gallons of Reformulated and/or E85 Gasoline, per twelve (12)-month period. The estimates are based on previous usage and are not to be considered by the vendor as a commitment by the City of Fort Worth or any other governmental agency to purchase any amount or type of diesel fuel.
- 15.0 Order Placement:
- 15.1 Orders will be placed by telephone, requesting;
- 15.1.1 Specific delivery dates and sites
- 15.1.2 A blanket release number will be issued at that time.
- 15.2 Contract person: Randy Rendon or Tech Services/Fuel Section will be the contact for all City of Fort Worth fuel purchases and after hour or Holiday emergencies. Emergency Phone No. will be provided to successful vendor upon award of this fuel agreement. Order and Emergency contact information for other governmental agencies will be provided by the agencies who wish to utilize this fuel agreement.
- 15.3 Orders will be placed by telephone, requesting specific delivery dates and sites. A requisition number will be issued at that time. Contact person for the City of Fort Worth will be Randy Rendon or his designated representative at (Phone No. provided to successful vendor). Other governmental agencies will have their own designated representatives and methods of requesting delivery dates, sites and tracking of orders.

ORIGINAL

- 15.4 A delivery ticket will be presented at the time of delivery. The invoice should reference:
 - 15.4.1 Delivery ticket and City of Fort Worth purchase order number
 - 15.4.2 Requisition number and specific delivery dates
 - 15.4.3 Specifying delivery sites and time of delivery
- 16.0 Invoices:
 - 16.1 All invoices for fuel sites in Section 11.0, Section 12.0 and any additional sites that may be added on an as needed bases will be sent to:
 - 16.1.1 City of Fort Worth, Equipment Service Division, Attention; Tech Service/Fuel Coordinator, 4100 Columbus Trail, Fort Worth, Texas 76133
 - 16.2 All other Governmental Entities will provide their addresses for submission and payment of invoices.
 - 16.3 The City of Fort Worth and other Governmental Agencies reserves the right to add and/or delete delivery sites during the course of this agreement.
 - 16.4 Invoice pricing shall include bid 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.
 - 16.5 Invoices must clearly indicate the Daily Net Average for E85 and/or Reformulated Gasoline in Dallas Metro Texas, OPIS sent at 10:00 AM EST "for date of delivery" as a separate line item on invoice or separate page with invoice. If confirmation of pricing finds any discrepancy including list or average pricing used, vendor shall make correction before payment of invoice or refund any overpayment for incorrect invoices already paid without any penalty assessed upon the City. Upon finding any frequent/recurring discrepancies, vendor can be required to provide genuine copies of OPIS and cover cost of license requirements to obtain copyrighted materials for the City and entities.
 - 16.6 Note: It is the sole responsibility of the awarded vendor to maintain all licenses necessary to fulfill this agreement. Awarded vendor will hold City of Fort Worth harmless of any copyright infringements or penalties.
- 17.0 Payment Terms: Payment terms will be net 30 days from receipt of invoice. A discount may be offered for payments made on or before 30 days from receipt of invoice.
- 18.0 Federal Excise Tax: The City of Fort Worth and any other Governmental Entities that fall into these guidelines, in accordance with IRS notice 88-30, is exempt from paying a federal excise tax on diesel fuel. The City of Fort Worth and any other Governmental Entity if applicable will sign a certificate of exemption, to be maintained on file with the successful bidder for the duration of the agreement.
- 19.0 Bidding Price: Bid discount shall exclude state tax and all delivery fees. Price will be indexed and based on the Dallas Metro, Texas OPIS Petrostat Net Price sent at 10:00 AM EST, plus or minus your quote on the day of delivery.

ORIGINAL

- 20.0 Submission of Quotes: You must submit quote/pricing on original City of Fort-Worth, Purchasing Bid Solicitation pages and **use all four (4) digits** when giving quote in correct -/+ space. Failure can make bid non-responsive and rejected!
-
- 21.0 E85 ASTM D5798-07 Standard Specification for Fuel Ethanol for Automotive Spark-Ignition Engines fuel sold to the City at: (Use 4 Digit Quote)
- 21.1 Transport load (7500 gallon or more) at the Daily Average Dallas Metro Texas OPIS/Petrostat Net Price minus - \$0.4183 cents per gallon or plus + \$0. _____ cents per gallon (delivered). Amount Paid, No Past History With This Fuel.
- 21.2 Short transport load (4000 gallon - 7499 gal.) at the Daily Average Dallas Metro Texas OPIS/Petrostat Net Price minus - \$0.3683 cents per gallon or plus + \$0. _____ cents per gallon (delivered). Amount Paid, No Past History With This Fuel.
- 21.3 Tank wagon load (3999 gallons or less) at the Daily Average Dallas Metro Texas OPIS/Petrostat Net Price minus - \$0.3183 cents per gallon or plus + \$0. _____ cents per gallon (delivered). Amount Paid, No Past History With This Fuel.
- 21.4 Tank wagon load (3999 gallons or less) at the Daily Average Dallas Metro Texas OPIS/Petrostat Net Price minus - \$0.3183 cents per gallon or plus + \$0. _____ cents per gallon (pickup/city tanker). Amount Paid, No Past History With This Fuel.
-
- 22.0 Reformulated Premium Unleaded fuel sold to the City at: (Use 4 Digit Quote)
- 22.1 Transport load (7500 gallon or more) at the Daily Average Dallas Metro Texas OPIS/Petrostat Net Price minus - \$0.0363 cents per gallon or plus + \$0. _____ cents per gallon (delivered). Amount Paid, Last Contract Primary Vendor: Minus \$0.0086/Secondary Vendor: Minus \$0.0055.
- 22.2 Short transport load (4000 gallon - 7499 gal.) at the Daily Average Dallas Metro Texas OPIS/Petrostat Net Price minus - \$0.0263 cents per gallon or plus + \$0. _____ cents per gallon (delivered). Amount Paid, Last Contract Primary Vendor: Minus \$0.0036/Secondary Vendor: Minus \$0.0020.
- 22.3 Tank wagon load (3999 gallons or less) at the Daily Average Dallas Metro Texas OPIS/Petrostat Net Price minus - \$0.0163 cents per gallon or plus + \$0. _____ cents per gallon (delivered). Amount Paid, Last Contract Primary Vendor: plus \$0.0014/Secondary Vendor: plus \$0.0500.
- 22.3 Tank wagon load (3999 gallons or less) at the Daily Average Dallas Metro Texas OPIS/Petrostat Net Price minus - \$0.0163 cents per gallon or plus + \$0. _____ cents per gallon (pickup/city tanker). Amount Paid, Last Contract Primary Vendor: minus \$0.0036/Secondary Vendor: plus \$0.0500.

ORIGINAL

- 23.0 Reformulated Mid-Grade Unleaded fuel sold to the City at: (Use 4 Digit Quote)
- 23.1 Transport load (7500 gallon or more) at the Daily Average Dallas Metro Texas OPIS/Petrostat Net Price minus - \$0.0 3 6 3 cents per gallon or plus + \$0. cents per gallon (delivered). Amount Paid, Last Contract Primary Vendor: Minus \$0.0099/Secondary Vendor: Minus \$0.0055.
- 23.2 Short transport load (4000 gallon - 7499 gal.) at the Daily Average Dallas Metro Texas OPIS/Petrostat Net Price minus - \$0.0 2 6 3 cents per gallon or plus + \$0. cents per gallon (delivered). Amount Paid, Last Contract Primary Vendor: Minus \$0.0049/Secondary Vendor: plus \$0.0040.
- 23.3 Tank wagon load (3999 gallons or less) at the Daily Average Dallas Metro Texas OPIS/Petrostat Net Price minus - \$0.0 1 6 3 cents per gallon or plus + \$0. cents per gallon (delivered). Amount Paid, Last Contract Primary Vendor: plus \$0.0001/Secondary Vendor: plus \$0.0500.
- 23.4 Tank wagon load (3999 gallons or less) at the Daily Average Dallas Metro Texas OPIS/Petrostat Net Price minus - \$0.0 1 6 3 cents per gallon or plus + \$0. cents per gallon (pickup/city tanker Amount Paid, Last Contract Primary Vendor: minus \$0.0049/Secondary Vendor: plus \$0.0500.
-
- 24.0 Reformulated Regular Unleaded fuel sold to the City at: (Use 4 Digit Quote)
- 24.1 Transport load (7500 gallon or more) at the Daily Average Dallas Metro Texas OPIS/Petrostat Net Price minus - \$0.0 3 6 3 cents per gallon or plus + \$0. cents per gallon (delivered). Amount Paid, Last Contract Primary Vendor: Minus \$0.0082/Secondary Vendor: Minus \$0.0055.
- 24.2 Short transport load (4000 gallon - 7499 gal.) at the Daily Average Dallas Metro Texas OPIS/Petrostat Net Price minus - \$0.0 2 6 3 cents per gallon or plus + \$0. cents per gallon (delivered). Amount Paid, Last Contract Primary Vendor: Minus \$0.0032/Secondary Vendor: plus \$0.0050.
- 24.3 Tank wagon load (3999 gallons or less) at the Daily Average Dallas Metro Texas OPIS/Petrostat Net Price minus - \$0.0 1 6 3 cents per gallon or plus + \$0. cents per gallon (delivered). Amount Paid, Last Contract Primary Vendor: plus \$0.0018/Secondary Vendor: plus \$0.0500.
- 24.4 Tank wagon load (3999 gallons or less) at the Daily Average Dallas Metro Texas OPIS/Petrostat Net Price minus - \$0.0 1 6 3 cents per gallon or plus + \$0. cents per gallon (pickup/city tanker). Amount Paid Last Contract Primary Vendor: minus \$0.0032/Secondary Vendor: plus \$0.0500.
-
- 25.0 Bid Award:
- 25.1 Bids will be accepted, evaluated and awarded based on the greatest percent discount off, or the lowest percent cost plus added to the Daily Net Average for diesel in Dallas Metro Texas, OPIS sent at 10:00 AM EST "for date of delivery" meeting and/or exceeding the City of Fort Worth specifications.

ORIGINAL

- 25.2 This agreement CAN be awarded on an all, category and/or none basis.
- 26.0 Specification-Common Carrier Pipeline Motor Fuel: All motor fuels delivered under this agreement will be of high quality and will not contain any foreign substances or water, which may damage any Governmental Agency vehicle or contaminate the fuel storage tanks.

27.0 Prices for this agreement:

27.1 Will include the delivery cost to any designated area within Tarrant County. It is the responsibility of the vendor to deliver the product by owned and contracted means within 24 hours after receipt of order (ARO).

27.2 Will there be any additional charge for split deliveries at different location?

Yes X /No . If yes, at what cost \$ 50.00 Amount Paid, Last Contract, is \$15.00

28.3 Will there be any additional charges for a load smaller than tank loads?

Yes X /No . If yes, at what cost \$ 75.00 Amount Paid, Last Contract, is \$25.00

28.0 The Following Information Must Be Provided For Your Bid To Be Considered Failure Will Make The Bid Non-Responsive.

28.1 601g. V.T.C.S. Municipal Contracts: Non-resident bidders. The state of Texas prohibits cities from accepting bids from non-resident bidders unless such bid is lower than the lowest bid by a Texas resident by the amount the Texas resident would be required to underbid in the non-resident bidders' state. In order to make this determination; please answer the following questions:

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

Martin Eagle Oil Company, Inc.
2700 James Street
Denton, Texas 76205
800-316-6148

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

<u>Bettye Martin</u>	<u>Stephen L. Martin</u>	<u>Gary L. Martin</u>
<u>1712 S Binnie Brae</u>	<u>1074 Cedar Creek Rd</u>	<u>1901 Lariat</u>
<u>Denton, Tx 76207</u>	<u>Argyle, Tx 76226</u>	<u>Denton, Tx. 76207</u>
<u>940-382-2889</u>	<u>940-231-5965</u>	<u>940-566-3144</u>

ORIGINAL

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

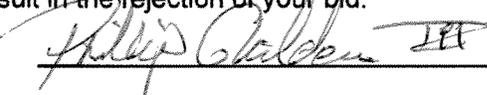
Martin Eagle Oil Company, Inc.

2700 James Street

Denton, Texas 76205

800-316-6148

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

Signature / Title:  Sales

Company Name: Martin Eagle Oil Company, Inc.

Company Address: 2700 James Street Denton, Tx. 76205

- 29.0 Volume Changes: The successful vendor awarded the agreement will adjust for volume changes by temperature variations. The vendor shall use 60 degrees Fahrenheit as the normal temperature reading. Delivery slips reflecting gross gallons temperature and adjusted gallons must be available at the time of delivery.
- 30.0 MSDS Sheets: MSDS sheets must be supplied with bid, if MSDS sheets are not supplied with bid, the bid may be considered non-responsive.
- 31.0 Changes: Successful bidder agrees to provide the City of Fort Worth and all participating Governmental Agencies notification in writing of any changes from the manufacturer with full specifications of the substitute. The City of Fort Worth must approve any substitutions.
- 32.0 Insurance Clause
- 32.1 Insurance coverage's required herein are intended to respond to occurrences which may arise from services and or goods related to this bid solicitation.
- 32.2 Statutory worker's compensation insurance and employer's liability insurance per following limits: \$100,000 each accident. \$500,000 disease policy limit. \$100,000 disease each employee.
- 32.3 Commercial General liability insurance shall be provided as follows: \$500,000 each occurrence. \$1,000,000 annual aggregate.
- 32.4 Auto liability insurance shall be provided as follows: \$250,000 bodily injury per person each accident. \$500,000 bodily injury each accident. \$100,000 property damage, or \$500,000 combined single limit each accident.
- 32.5 Vendor shall furnish the City of Fort Worth, Purchasing Manager, with a certificate of insurance documenting required insurance prior to commencement of services. Policies shall be endorsed to provide the City of Fort Worth, with a thirty (30) day notice of cancellation, material change in coverage, or non-renewal of coverage. Applicable policies shall also be endorsed to name the City of Fort Worth as an additional insured, as its interests may appear (ATIMA).

ORIGINAL

33.0 Additional Insurance Requirements:

- 33.1 The City, its officers, employees and servants shall be endorsed as an additional insured on Vendor's insurance policies excepting employer's liability insurance coverage under Contractor's workers' compensation insurance policy.
- 33.2 Certificates of insurance shall be delivered to the City's Purchasing Division at the address and fax listed in Section 37.14 prior to a purchase order being issued.
- 33.3 Any failure on part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements specified herein.
- 33.4 Each insurance policy shall be endorsed to provide the City a minimum thirty days notice of cancellation, non-renewal, and/or material change in policy terms or coverage. A ten days notice shall be acceptable in event of non-payment of premium.
- 33.5 Insurers must be authorized to do business in the State of Texas and have a current A.M. Best rating of A: VII or equivalent measure of financial strength and solvency.
- 33.6 Deductible limits, or self-funded retention limits, on each policy must not exceed \$10,000.00 per occurrence unless otherwise approved by the City.
- 33.7 Other than worker's compensation insurance, in lieu of traditional insurance, City may consider alternative coverage or risk treatment measures through insurance pools or risk retention groups. The City must approve in writing any alternative coverage.
- 33.8 Workers' compensation insurance policy(s) covering employees of the Vendor shall be endorsed with a waiver of subrogation providing rights of recovery in favor of the City.
- 33.9 City shall not be responsible for the direct payment of insurance premium costs for Vendor's insurance.
- 33.10 Vendor's insurance policies shall each be endorsed to provide that such insurance is primary protection and any self-funded or commercial coverage maintained by City shall not be called upon to contribute to loss recovery.
- 33.11 While purchase order is in effect, Contractor shall report, in a timely manner, to the Purchasing Department any known loss occurrence that could give rise to a liability claim or lawsuit or which could result in a property loss.
- 33.12 Vendor's liability shall not be limited to specified amounts of insurance required herein.
- 33.13 Upon the request of City, Vendor shall provide complete copies of all insurance policies required by these contract documents.
- 33.14 Fax and Follow By Mail, Certification To: (Must keep in force during entire agreement)
City of Fort Worth, Purchasing Division, 1000 Throckmorton Street, Fort Worth, Texas 76102, Fax: (817) 871-8440

ORIGINAL

CITY OF FORT WORTH PURCHASING DIVISION

INSTRUCTIONS TO BIDDERS

1.0 SOLICITATION

- 1.1 Review of Documents: Bidders are expected to examine all documents that make up the Solicitation. Bidders shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the Solicitation. Bidders must use a complete Solicitation to prepare Bids. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete Solicitations.
- 1.2 Location of Documents: Solicitations are issued by the Purchasing Division. The location and phone number for the Purchasing Division are specified in the advertisement and in the solicitation.

2.0 EXPLANATIONS OR CLARIFICATIONS

- 2.1 Any explanation, clarification, or interpretation desired by a Bidder regarding any part of the Solicitation must be requested in writing from the Purchasing Division with sufficient time allowed for a written addendum to reach each Bidder before the submission of their Bid. Interpretations, corrections, or changes to the Solicitation made in any other manner are not binding upon the City, and Bidders shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding.
- 2.2 Requests for explanations or clarifications may be faxed to the City's Purchasing Division at (817) 392-8440. The fax must clearly identify the Buyer's name and the Solicitation number. Any material information given to one Bidder concerning a Solicitation will be furnished by an Addendum to all Bidders who have been issued a Solicitation.
- 2.3 The following provisions are intended to ensure a fair and equitable review process so that there is no actual or potential situation where one bidder secures or attempts to secure an unfair advantage over another bidder or creates a situation where there is an appearance of impropriety in contacts between the bidder, its agent, contractor, or consultant and City officials.
 - 2.3.1 After release of the Solicitation, no officer, employee, agent or representative of the Bidder shall have any contact or discussion, verbal or written, with any members of the City Council, City staff or City's consultants, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's consultants regarding any matters pertaining to this Solicitation, except as herein provided.
 - 2.3.2 Contacts by the Bidder with City staff when such contacts do not pertain to a solicitation or bid are exempt from this provision. Examples include:
 - 2.3.2.1 Private (non-business) contacts with the City staff by the bidder's employees acting in their personal capacity;
 - 2.3.2.2 Presentations and/or responses to inquiries initiated by City staff.
 - 2.3.3 If a representative of the Bidder has a question about any potential contact as described above, the Purchasing Manager will be notified in order to make a

ORIGINAL

determination as to whether any contact is allowed in accordance with the RFP.

- 2.3.4 If a representative of any Bidder submitting a bid violates the foregoing prohibition by contacting any of these parties, such contact may result in the Bidder being disqualified from the procurement process.

3.0 PRE-BID CONFERENCE

If a pre-bid conference is held, the time, place, and nature of the conference will be specified on the cover page of the solicitation. Attendance at pre-bid conferences is not mandatory.

4.0 PREPARATION OF BIDS

Each Bidder must furnish all information required by a Solicitation on the documents provided. Bids submitted on other than the forms included in the Solicitation shall be considered non-responsive. Any attempt to alter the wording in the Solicitation is ineffective and will result in rejection of the Bid.

- 4.1 Taxes: Purchases of Goods or Services for City use are usually exempt from City, State, and most Federal Taxes. Bids may not include exempted taxes. The successful Bidder should request a Tax Exemption Certificate from the Purchasing Division. Under no circumstances shall the City be liable to pay taxes for which the City has an exemption under any Contract.
- 4.2 Brand Name or Equal: If the Solicitation indicates brand name or "equal" products are acceptable, the Bidder may offer an "equal" product and must be prepared to demonstrate those features that render it equal. Final determination of a product as "equal" remains with the City.
- 4.3 Delivery Time: Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If the indicated date cannot be met or the date is not indicated, the Bidder shall state its best delivery time.
- 4.4 Free on Board (FOB) Point: Freight Terms shall be FOB Destination, Freight Prepaid and Allowed. The Bidder should quote its lowest and best price, with the goods delivered to the place specified, at the Bidder's expense and risk, and there tender delivery to the City. Bids offering any other delivery terms are not acceptable and may be cause for rejection.
- 4.5 Prices:
- 4.5.1 Bids shall be firm priced offers unless otherwise specified.
- 4.5.2 Pricing shall be entered on the Bid Sheet in ink.
- 4.5.3 Totals shall be entered in the "Total Price" column of the Bid Sheet.
- 4.5.4 In the event of a discrepancy between unit price and extended price, the unit price shall govern.
- 4.5.5 Prices shall be offered in the Dollars of the United States of America (or decimal fractions thereof).

ORIGINAL

- 4.6 **Signature:** The Bidder must sign each document in the Solicitation requiring a signature. Any change made to the Bid must be initialed by the Bidder.
- 4.7 **Bid Security:** If a bid security is required for this purchase, the requirement will be reflected in the "Specification" section of the bid package. Cashier's check or an acceptable surety bond in the amount indicated in the Notice to Bidders must be submitted at the time the bid is submitted, and is subject to forfeiture in the event the successful bidder fails to execute the contract documents within 10 calendar days after the contract has been awarded.
- 4.7.1 To be an acceptable surety on the bond:
- 4.7.1.1 The name of the surety shall be included on the current Department of the Treasury's Listing of Approved Sureties (Department Circular 570);
or
- 4.7.1.2 The surety must have capital and surplus equal 10 times the amount of the bond. The surety must be licensed to do business in the state of Texas.
- 4.8 **Alternate Bids:** Bidders may offer an "equal" product as an alternate bid. Final "approved equal" determination remains with the City.
- 4.9 **Proprietary Information:**
- 4.9.1 All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt.
- 4.9.2 If a Bidder does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to information that must be disclosed lies with the Texas Attorney General.
- 4.9.3 Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- 4.10 **Bid Preparation Costs:** All costs associated with preparing a Bid in response to a Solicitation shall be borne by the Bidder.
- 4.11 **Payment:** All payment terms shall be "Net 30 Days" unless specified in the bid document.
- 4.11.1 Successful bidders are encouraged to register for direct deposit payments prior to providing goods and/or services using the forms posted on the City's website at <http://www.fortworthgov.org/finance>.

5.0 SUBMISSION OF BIDS

- 5.1 **Copies:** Unless otherwise specified, Bidders are required to submit an executed original and one (1) copy of the Bid.

ORIGINAL

- 5.2 Documents required with Bid: The following documents must be submitted with each Bid prior to the Due Date:
- 5.2.1 The signed Offer and Award Sheet;
 - 5.2.2 The Bid Sheet; and
 - 5.2.3 Any other document included in the Solicitation requiring completion or execution by the Bidder.
- 5.3 If a Minority and Women Business Enterprise (M/WBE) goal has been established on the bid, the applicable documents must be submitted five (5) City business days after the bid opening date, exclusive of the bid opening date. The Bidders shall obtain a receipt from the appropriate department as evidence that the City received the documentation.
- 5.4 Addendum: Receipt of an Addendum must be acknowledged by signing and returning the Addendum with the Bid if requested or under separate cover prior to the Due Date and Time. The Addendums containing bid pricing should be returned in a sealed envelope marked on the outside with the Bidder's name, address, the Solicitation number, and the Due Date and time.
- 5.5 Late Bids: Bids must be received in the Purchasing Division prior to the Due Date and Time. All Bids received after the Due Date and Time are considered late and will be returned to the Bidder unopened. The time stamp clock on the receptionist's desk in the Purchasing Division is the time of record. It is the sole responsibility of the Bidder to ensure timely delivery of the Bid. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Bidder.

6.0 MODIFICATION OR WITHDRAWAL OF BIDS

- 6.1 Modification of Bids: Bids may be modified in writing at any time prior to the Due Date.
- 6.2 Withdrawal of Bids: Bids may be withdrawn in writing, telegraphically, or by facsimile (provided that the facsimile is signed by the Bidder) at any time prior to the Due Date. A Bid may also be withdrawn in person by a Bidder, provided the withdrawal is made prior to the Due Date. A receipt of withdrawal must be signed by the Bidder. No Bids may be withdrawn after the Due Date without forfeiture of the Bid guarantee, unless there is a material error in the Bid. Withdrawn Bids may be resubmitted, with or without modifications, prior to the Due Date. The City may require proof of agency from the person withdrawing a bid.

7.0 OPENING OF BIDS

The Purchasing Division representative responsible for opening Bids shall confirm the time and announce the Bid opening. The representative shall then personally and publicly open all Bids timely received, reading each bid aloud.

8.0 EVALUATION FACTORS AND AWARD

- 8.1 Evaluation: Bidders may furnish pricing for all or any portion of the Solicitation (unless otherwise specified). However, the City may evaluate and award the Contract for any

ORIGINAL

item or group of items shown on the Solicitation, or any combination deemed most advantageous to the City. Bids that specify an "all or none" award may be considered if a single award is advantageous.

- 8.2 Award: The City will award contracts to the bidder who offers represents the "best value" to the City, price and other factors considered.
- 8.2.1 The following criteria may be considered to determine the best value (see section 252.043 of the Texas Local Government Code):
- 8.2.1.1 Purchase Price;
 - 8.2.1.2 Reputation of the bidder and of the bidder's goods or services;
 - 8.2.1.3 Quality of the bidder's goods or services;
 - 8.2.1.4 Extent to which the goods or services meet the City's needs;
 - 8.2.1.5 Bidder's past relationship with the City;
 - 8.2.1.6 Impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
 - 8.2.1.7 Total long-term cost to the City to acquire the bidder's goods or services; and
 - 8.2.1.8 Any relevant criteria specifically listed in the request for bids or proposals.
- 8.2.2 Total long-term cost may include specification conformance, delivery requirements, the life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value, warranties and other factors contributing to the overall acquisition cost of the product/services.
- 8.3 Acceptance of Bid: Acceptance of a Bid will be in the form of a Purchase Order or a Contract. Subsequent purchase releases may be issued as appropriate. The contents of a Bid shall become a part of the Contract. Under no circumstances will the City be responsible for Goods or Services provided without an acceptance signed by an Authorized City Representative.
- 8.4 Reservations: The City expressly reserves the right to:
- 8.4.1 Specify approximate quantities in the Solicitation;
 - 8.4.2 Extend the Solicitation opening date and time;
 - 8.4.3 Consider and accept alternate Bids, if specified in the Solicitation, when most advantageous to the City;
 - 8.4.4 Waive as an informality, minor deviations from specifications provided they do not affect competition or result in functionally unacceptable goods or services;

ORIGINAL

- 8.4.5 Waive any minor informality in any Bid or Solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bidder);
- 8.4.6 Add additional terms or modify existing terms in the Solicitation;
- 8.4.7 Reject a bid because of unbalanced unit prices bid;
- 8.4.8 Reject or cancel any or all Bids;
- 8.4.9 Reissue a Solicitation;
- 8.4.10 Procure any item by other means; and/or
- 8.4.11 Award to multiple vendors on a non-exclusive award basis, or primary and secondary vendors.

9.0 POST-BID DOCUMENTS REQUIRED FROM SUCCESSFUL BIDDER

- 9.1 Certificates of Insurance: When insurance is required, the Bidder must provide Certificates of Insurance in the amounts and for the coverages required to the Purchasing Office within 14 calendar days after notification of award, or as otherwise required by the Solicitation.
- 9.2 Payment and/or Performance Bonds: When Payment and/or Performance Bonds are required, the Bidder must provide the bonds, in the amounts and on the conditions required, within 14 calendar days after notification of award, or as otherwise required by the Solicitation.
- 9.3 Minority and Women Business Enterprise (M/WBE) Documents: If an M/WBE goal has been established for the bid, the applicable documents must be submitted within five (5) City business days after the bid opening date, exclusive of the bid opening date. Bidders shall obtain a receipt from the appropriate department as evidence that the City received the documentation.

Revised September 12, 2007

ORIGINAL

CITY OF FORT WORTH, TEXAS
STANDARD PURCHASING TERMS AND CONDITIONS

1.0 DEFINITION OF BUYER - The City of Fort Worth, its officers, agents, servants, employees, contractors and subcontractors who act on behalf of various City departments, bodies or agencies.

2.0 DEFINITION OF SELLER - The consultant, contractor, supplier, vendor or other provider of goods and/or services, its officers, agents, servants, employees, contractors and subcontractors who act on behalf of the entity under a contract with the City of Fort Worth.

3.0 PUBLIC INFORMATION - Any information submitted to the City of Fort Worth (the "City") could be requested by a member of the public under the Texas Public Information Act. See TEX. GOV'T CODE ANN. §§ 552.002, 552.128(c) (West Supp. 2006). If the City receives a request for a Seller's information, the Seller listed in the request will be notified and given an opportunity to make arguments to the Texas Attorney General's Office (the "AG") regarding reasons the Seller believes that its information may not lawfully be released. If Seller does not make arguments or the AG rejects the arguments Seller makes, Seller's information will be released.

4.0 PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS - No officer or employee of Buyer shall have a financial interest, direct or indirect, in any contract with Buyer or be financially interested, directly or indirectly, in the sale to Buyer of any land, materials, supplies or services, except on behalf of Buyer as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, expressed or implied, of the person or corporation contracting with the City Council shall render the contract invalid by the City Manager or the City Council. (Chapter XXVII, Section 16, City of Fort Worth Charter)

5.0 ORDERS -

5.1 No employees of the Buyer or its officers, agents, servants, contractors and subcontractors who act on behalf of various City departments, bodies or agencies are authorized to place orders for goods and services without providing approved contract numbers, purchase order numbers, or release numbers issued by the Buyer. The only exceptions are Purchasing Card orders and bona fide emergencies. In the case of emergencies, the Buyer's Purchasing Division will place such orders.

5.2 Acceptance of an order and delivery on the part of the Seller without an approved contract number, purchase order number, or release number issued by the Buyer may result in rejection of delivery, return of goods at the Seller's cost and/or non-payment.

6.0 SELLER TO PACKAGE GOODS - Seller will package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase change order number; (c) Container number and total number of container, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Seller shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

ORIGINAL

7.0 SHIPMENT UNDER RESERVATION PROHIBITED - Seller is not authorized to ship the goods under reservation, and no tender of a bill of lading will operate as a tender of goods.

8.0 TITLE AND RISK OF LOSS - The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery after inspection and acceptance of the goods.

9.0 DELIVERY TERMS AND TRANSPORTATION CHARGES – Freight terms shall be F.O.B. Destination, Freight Prepaid and Allowed, unless delivery terms are specified otherwise in Seller's bid. Buyer agrees to reimburse Seller for transportation costs in the amount specified in Seller's bid or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs; provided, Buyer shall have the right to designate what method of transportation shall be used to ship the goods.

10.0 PLACE OF DELIVERY - The place of delivery shall be set forth in the "Ship to" block of the purchase order, purchase change order, or release order.

11.0 RIGHT OF INSPECTION - Buyer shall have the right to inspect the goods upon delivery before accepting them. Seller shall be responsible for all charges for the return to Seller of any goods rejected as being nonconforming under the specifications.

12.0 INVOICES -

12.1 Seller shall submit separate invoices in duplicate, on each purchase order or purchase change order after each delivery. Invoices shall indicate the purchase order or purchase change order number. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, should be attached to the invoice. Seller shall mail or deliver invoices to Buyer's Department and address as set forth in the block of the purchase order, purchase change order or release order entitled "Ship to." Payment shall not be made until the above instruments have been submitted after delivery and acceptance of the goods and/or services.

12.2 Seller shall not include Federal Excise, State or City Sales Tax in its invoices. The Buyer shall furnish a tax exemption certificate.

13.0 PRICE WARRANTY -

13.1 The price to be paid by Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to Seller's current prices on orders by others, or in the alternative upon Buyer's option, Buyer shall have the right to cancel this contract without liability to Seller for breach or for Seller's actual expense.

13.2 Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee, excepting bona fide employees of bona fide established commercial or selling agency is maintained by Seller for the purpose of securing business. For breach or violation of this warranty, Buyer shall have the right, in addition to any other right or rights arising pursuant to said purchase(s), to cancel this contract without liability and to deduct from the contract price such commission percentage, brokerage or contingent fee, or otherwise to recover the full amount thereof.

ORIGINAL

14.0 **PRODUCT WARRANTY** - Seller shall not limit or exclude any express or implied warranties and any attempt to do so shall render this contract avoidable at the option of Buyer. Seller warrants that the goods furnished will conform to Buyer's specifications, drawings and descriptions listed in the bid invitation, and the sample(s) furnished by Seller, if any. In the event of a conflict between Buyer's specifications, drawings, and descriptions, Buyer's specifications shall govern.

15.0 **SAFETY WARRANTY** - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970, as amended. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at Seller's expense. In the event Seller fails to make appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense. Where no correction is or can be made Seller shall refund all monies received for such goods with thirty (30) days after request is made therefore and confirmed in writing: failure to do so shall constitute breach and cause this contract to terminate immediately.

16.0 **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS OF PATENTS, COPYRIGHTS OR TRADE SECRETS** - As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with Buyer's specifications attached to Buyer's invitation to bid will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to Buyer's specification will not give rise to such a claim and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like, if Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two (2) weeks after the award of this bid, if Buyer does not receive notice and is subsequently held liable for infringement of the like, Seller will indemnify for the full dollar amount thereof. If Seller in good faith ascertains within two (2) weeks after the award of this bid that production of the goods in accordance with Buyer's specification will result in infringement or the like this contract shall be null and void except that Buyer will pay Seller the reasonable cost of Seller's search as to infringement.

17.0 **PROPRIETARY RIGHTS INDEMNIFICATION** - Seller warrants that the goods do not infringe upon or violate any United States patent, copyright, or trade secret. Seller will defend at its expense any action against Buyer or Buyer as licensee to the extent that it is based on a claim that goods used within the scope of the license hereunder infringe upon a United States patent, copyright or trade secret, and Seller will pay any costs and damages finally awarded against Buyer or Buyer as licensee in such actions which is attributable to such claim. Should the products become, or in Seller's opinion be likely to become, the subject of any claim of infringement, Seller shall procure for Buyer or Buyer as licensee the right to continue using the goods, replace them or modify them to make them non-infringing, or discontinue the license of them.

18.0 **CANCELLATION** - Buyer shall have the right to cancel this contract immediately for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof, including warranties of Seller, or if Seller files for bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies, which Buyer may have in law or equity.

19.0 **TERMINATION** - The performance of work under this order may be terminated in whole or in part by Buyer, with or without cause, at any time upon the delivery to Seller of a written "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right

ORIGINAL

of termination is in addition to and not in lieu of rights of Buyer as set forth in clause 13, herein.

20.0 ASSIGNMENT - DELEGATION - No right, interest or obligation of Seller under this contract shall be assigned or delegated without the written agreement of Buyer' Purchasing Manager. Any attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

21.0 WAIVER - No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration in writing and is signed by the aggrieved party.

22.0 MODIFICATIONS - This contract can be modified or rescinded only by a written agreement signed by both parties.

23.0 INTERPRETATION AND PRIOR EVIDENCE - This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this agreement. Acceptance of or acquiescence in a course of performance under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this agreement, the definition contained in the UCC shall control.

24.0 APPLICABLE LAW - This agreement shall be governed by the Uniform Commercial Code wherever the term "Uniform Commercial Code" or "UCC" is used. It shall be construed as meaning the Uniform Commercial Code as adopted and amended in the State of Texas. Both parties agree that venue for any litigation arising from this contract shall be in Fort Worth, Tarrant County, Texas. This contract shall be governed, construed and enforced under the laws of the State of Texas.

25.0 INDEPENDENT CONTRACTOR - Seller shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of Buyer. Seller shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and sub-contractors. The doctrine of respondent superior shall not apply as between Buyer and Seller, its officers, agents, employees, contractors and subcontractors. Nothing herein shall be construed as creating a partnership or joint enterprise between Buyer and Seller, its officers, agents, employees, contractors and subcontractors.

26.0 INDEMNIFICATION - Seller covenants and agrees to, and does hereby, indemnify and hold harmless and defend Buyer, its officers and employees, from and against any and all suits or claims for damages or injuries, including death, to any and all persons or property, whether real or asserted, arising out of or in connection with any negligent act or omission on the part of the Seller, its officers, agents, servants, employees or subcontractors, and Seller does hereby assume all liability and responsibility for injuries, claims or suits for damages to persons or property, of whatsoever kind or character, whether real or asserted, occurring during or arising out of the performance of this contract as a result of any negligent act or omission on the part of the Seller, its officers, agents, servants, employees or subcontractors.

27.0 SEVERABILITY - In case any one or more of the provisions contained in this agreement shall for any reason, be held to be invalid, illegal or unenforceable in any respect,

such invalidity, illegality or unenforceability shall not affect any other provision of this agreement, which agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

28.0 FISCAL FUNDING LIMITATION - In the event no funds or insufficient funds are appropriated and budgeted or are otherwise available by any means whatsoever in any fiscal period for payments due under this contract, then Buyer will immediately notify Seller of such occurrence and this contract shall be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to Buyer of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

29.0 NOTICES TO PARTIES - Notices addressed to Buyer pursuant to the provisions hereof shall be conclusively determined to have been delivered at the time same is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to Purchasing Manager, City of Fort Worth, Purchasing Division, 1000 Throckmorton, Fort Worth, Texas 76102, and notices to Seller shall be conclusively determined to have been delivered at the time same is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to the address given by Seller in its response to Buyer's invitation to bid.

30.0 NON-DISCRIMINATION - This contract is made and entered into with reference specifically to Chapter 17, Article III, Division 3 ("Employment Practices"), of the City Code of the City of Fort Worth (1986), as amended, and Seller hereby covenants and agrees that Seller, its employees, officers, agents, contractors or subcontractors, have fully complied with all provisions of same and that no employee, participant, applicant, contractor or subcontractor has been discriminated against according to the terms of such Ordinance by Seller, its employees, officers, agents, contractor or subcontractors herein.

31.0 RIGHT TO AUDIT - Seller agrees that the Buyer shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine and copy any directly pertinent books, computer disks, digital files, documents, papers and records of the Seller involving transactions relating to this contract. Seller agrees that the Buyer shall have access, during normal working hours, to all necessary Seller facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. Buyer shall pay Seller for reasonable costs of any copying Buyer performs on Seller's equipment or requests Seller to provide. The Buyer shall give Seller reasonable advance notice of intended audits.

32.0 DISABILITY - In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Seller warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Seller or any of its subcontractors. Seller warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold Buyer harmless against any claims or allegations asserted by third parties or subcontractors against Buyer arising out of Seller's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this agreement.

Revised October 30, 2006

ORIGINAL

NO BID SHEET
FOR
E85 & REFORMULATED GASOLINE
BID INVITATION NO: # 08-0259
OPEN DATE: 10/16/2008

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to:

City of Fort Worth
Purchasing Division
1000 Throckmorton Street
Fort Worth, Texas 76102

Please check the items that apply:

- Do not sell the item(s) required.
 - Cannot be competitive.
 - Cannot meet the Specifications highlighted in the attached Bid.
 - Cannot provide Insurance required.
 - Cannot provide Bonding required.
 - Cannot comply with Indemnification requirements.
 - Job too large.
 - Job too small.
 - Do not wish to do business with the City.
 - Other reason.
-
-

Company Name:

Authorized Officer or Agent Signature:

Telephone: (____) _____ FAX Number: (____) _____

Amended 10/30/2006

ORIGINAL

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

Phillip Childers III

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

Randy Rendon- CME- Relation is business only discuss issues on fuel, solve fuel issues, and matters about fuels in general
Kevin Karle- Senior purchasing agent- discussed contract issues discussed other cities joining Ft Worth Contracts
Professional contacts to handle or advise parties on subject relating to fuel contracts.

4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

None

ORIGINAL

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

5

Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

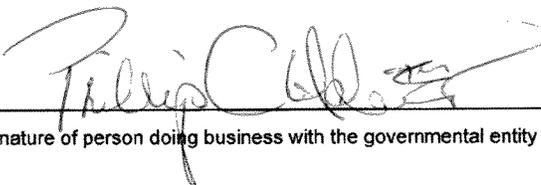
D. Describe each affiliation or business relationship.

6

Describe any other affiliation or business relationship that might cause a conflict of interest.

None

7



Signature of person doing business with the governmental entity

10-14-08
Date

ORIGINAL