



**Invitation For Bid  
TAC 071C – Addendum #2  
Gasoline & Diesel Fuel  
Equipment Management  
Issued: March 21, 2017**

**City of Tulsa,  
Oklahoma**  
Page 1 of 63

Addendum #2 is published to provide answers to questions submitted by the stated deadline, to clarify requirements and remove some bid items.

1. Q: Who is your current supplier?  
A: **Truman Arnold Companies**
2. Q: Please provide copies of invoices and bill of lading for each product.  
A: **See below images**
3. Q: Are bidders required to bid on the B5 and B10 diesel?  
A: **We have removed these bid items from this IFB.**
4. Q: Can bidders choose not to bid the B5 and B10?  
A: **We have removed these bid items from this IFB.**
5. Q: Do you wish to be priced off of the Net OPIS value or Gross OPIS value?  
A: **Net Tulsa OPIS value**
6. Q: In the OPIS example provided in the bid the index is Net OPIS average. Is this how you wish it to be priced?  
A: **YES**
7. Q: Can suppliers use common carriers to make the deliveries?  
A: **Yes**
8. Q: In the event that a bidder is the second lowest bidder, will that bidder have the choice not to enter into a contract to be the secondary supplier?  
A: **Yes**
9. Q: Will deliveries have to be made by company owned trucks?  
A: **If you mean trucks owned by the bidder, then no, we do not require the transport units to be owned by the City of Tulsa's supplier.**
10. Q: Please provide tank details for each site (ex. Type of fuel, tank size, above/below ground)  
A: **U/L & Diesel: 8,000 to 12,000 gallon tank size. 4 tanks are above ground. Check bid document for locations. All in Tulsa metro area.**
11. Q: Please provide the annual volume per site.  
A: **In total, U/L – 1,400,000 gallons; Diesel – 840,000 gallons. Check bid document for locations. All in Tulsa metro area.**
12. Q: What are the contract term dates and if awarded, is the contract renewable?  
A: **As stated in the Terms and Conditions, #4, the contract is for one year beginning on the date the Mayor signs the contract and has four annual renewal options. These renewals are not implied or guaranteed. They are options which may be exercised by mutual agreement.**



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13. Q: Regarding the Bidder's Questionnaire, number 2, are you looking for the location and contact info of the "local" supply outlet in which our corporate office is located?  
A: **We are wanting to know the location and contact info for the supply outlet which is local to the Tulsa area.**
14. Q: Do you consider common carriers as subcontractors?  
A: **For the purposes as stated in the Purchase Agreement, item #26, "Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent," No, we do not consider common carriers as subcontractors.**
15. Q: Will you accept gasoline with up to 10% ethanol?  
A: **Yes**
16. Q: Is the gasoline required to be ethanol free?  
A: **No**
17. Q: The pricing sheet denotes that we are to use the AFI index for B5 and B10. That index is seldom used for these products. In every other national bid we participate in we use a PLATTS or an OPIS index. Can we use an OPIS index to complete both b5 and b10 portions?  
A: **We have removed these bid items from this IFB.**
18. Q: What is the award date?  
A: **The date the Mayor of the City of Tulsa signs the contract document.**
19. Q: When is the first board meeting after the bid opening?  
A: **I'm not sure what you mean by "board meeting." There is no reference to a "board" in the bid specification.**
20. Q: Will a decision be made before or at the board meeting?  
A: **Again, I'm not sure to what "board" you are referring. No decisions will be made at the bid opening. A committee of City employees will evaluate the bids and a recommendation for award will be presented to the City's Standards, Specifications and Awards (SSA) committee. All bidders will be notified prior to presenting the recommendation to the SSA committee.**
21. Q: Do want priced off the Tulsa OPIS?  
A: **Yes**
22. Q: Will you split award by product?  
A: **No**
23. Q: Do you allow for deliveries to be split between locations? Between fuel types?  
A: **Yes**
24. Q: What will be read aloud at the bid opening?



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A: **Most likely the Total Annual Cost – Transport Load from Exhibit A.**

25. Q: Is the total annual cost to be calculated using just the Estimated Gallons and Unit Cost (+/-)?

A: **Yes, but please keep in mind that this is an estimate only. Actual fuel purchases may be less or more depending on actual consumption.**

26. Q: Are your tanks above ground or underground?

A: **Most are Underground, with 2 locations having Above Ground tanks.**

27. Q: What are your average delivery sizes per fuel type?

A: **Unleaded: 8,000-8,500 gallons; Diesel: 7,000-7,500 gallons**

28. Q: For the Bio-Diesel Fuel, you list that it is to be priced off the AFI (Alternative Fuel Index). Can you please advise what Index this is, as we cannot seem to find a publication named such. Also, they to be priced off Tulsa? Tulsa does not supply B5 or B10, but Oklahoma provides B5, and Little Rock provides B5 and B10, would it be okay to use these cities for pricing?

A: **We have removed these bid items from this IFB.**

29. Q: How long has Truman Arnold Companies been your supplier?

A: **4 years**

30. Q: Can you provide us with the bid tabulation sheet from the last time the contract was bid?

A: **Yes, it will be available on our website as a separate document with this IFB.**

31. Q: Can you provide us with a recent invoice for each product from the current contractor?

A: **Yes, see below images**



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**TACenergy**  
ENERGIZE YOUR FUEL

TRUMAN ARNOLD COMPANIES  
701 SOUTH ROBISON RD.  
P.O. BOX 1481  
TEXARKANA, TX 75504  
(903) 794-3835/FAX (903) 831-6010

DELIVERED FROM: TULSA MAGELLAN

INV DATE	INV NUMBER	DUE DATE	TERMS	P O NUMBER	ACCT #	PAGE
7/5/2016	626831	8/4/2016	ACH 30 Days		7890-8	0

DEL DATE/TIME	BOL #	DETAIL	QUANTITY	UNIT PRICE	AMOUNT
07/01/16 15:06	1537119	87 E10 HRVP	7,378 GAL	1.395600	\$10,296.74
		FEDERAL SPILL FEE	7,378 GAL	0.001715	\$12.65
		FEDERAL LUST	7,378 GAL	0.001000	\$7.38
		STATE UST FEES	7,378 GAL	0.010000	\$73.78
		INVOICE TOTAL	7,378 GAL		\$10,390.55

PRODUCT FOR US TRANS OR JET USE. EXPORTERS SUBJECT TO EPA 40 CFR 80.1430  
INVOICE AMOUNT OF \$10,390.55 DUE ON 8/4/2016

SHIPPED VIA: HOPKINS TRANSPORT INC

ALL GASOLINE ADDITIZED PER EPA REQUIREMENTS

One Call One Invoice One Solution. Diesel and DEF from TAC Energy

BILLED TO:

CITY OF TULSA  
ATTN: ROBERT FAZENDINE  
480 W. 23RD STREET  
TULSA OK

74107

SHIPPED TO:

CITY OF TULSA  
UNIFORM DIVISION EAST  
10122 E. 11TH STREET  
TULSA, OK





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**City of Tulsa,**  
**Oklahoma**  
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BILL OF LADING #: 1537119  
TRANSACTION #: 16906  
PAGE #: 1

**MAGELLAN PIPELINE COMPANY, L.P.**  
A SUBSIDIARY OF MAGELLAN MIDSTREAM PARTNERS, L.P.  
P.O. BOX 22186, TULSA, OKLAHOMA 74121-2186

START TIME: 2016-07-01 14:55:02  
END TIME: 2016-07-01 15:06:26

DOT FIRST RESPONDER INFORMATION		GROSS VOL.	MEAS.							
UN1203, GASOLINE, 3, PGII ERG#128		7506	GAL							
ONE CARGO TANK										
<b>EMERGENCY CONTACT NUMBER:</b> 800-451-8346 3E for Magellan										
<b>TERMINAL ADDRESS:</b> 2120 S. 33rd W. Avenue Tulsa, OK 74107  EPA-Facility ID: 4026-80500		<b>CARRIER:</b> HOPKINS TRANSPORTS TULSA, OK  <b>INSURANCE EXP DATE:</b> 2017-05-01 23:59:59.0 <b>VTC:</b> 136								
<b>SUPPLIER:</b> 0444 VAL MKT/SUPPLY ONE VALERO WAY SAN ANTONIO, TX EPA: 0 <b>PETROEX:</b> 194537 <b>CUSTOMER:</b>		<b>DESTINATION:</b> 000059 TRUMAN ARNOLD  VARIOUS, OK								
GRADE	RECIPE INFORMATION	GRS	NET	ADD	BLN	UOM	GRV	TMPP/PSI	MYR	OCT
1C	UNLEADED REGULAR, AT OR BELOW 9.0 LBS RVP DETERGENT ADJUSTED FOR UP TO 10% ETHANOL THE 1.0 LB RVP WAIVER APPLIES TO THIS GASOLINE. DO NOT MIX WITH GASOLINE CONTAINING ANYTHING OTHER THAN BETWEEN 9 AND 10 VOL% ETHANOL.	3753	3687	5	0	GAL	60.049	85.9	2-1	87.0
1C	UNLEADED REGULAR, AT OR BELOW 9.0 LBS RVP DETERGENT ADJUSTED FOR UP TO 10% ETHANOL THE 1.0 LB RVP WAIVER APPLIES TO THIS GASOLINE. DO NOT MIX WITH GASOLINE CONTAINING ANYTHING OTHER THAN BETWEEN 9 AND 10 VOL% ETHANOL.	5753	3691	5	0	GAL	60.045	84	2-2	87.0
PRODUCT TOTALS (PRD=GROSS,NET):										
1C = 7506, 7378										

GASOLINE WITH 'O' or 'A' SUFFIX IN THE BLN (BLEND) COLUMN IS E10: CONTAINS BETWEEN 9 AND 10 VOL % ETHANOL. GASOLINE WITH 'S' SUFFIX IN THE BLN (BLEND) COLUMN IS E7.8 - CONTAINS UP TO 7.8% ETHANOL. GASOLINE WITH 'G' IN THE BLN (BLEND) COLUMN CONTAINS GREATER THAN 10% ETHANOL BLEND. DO NOT BLEND THESE FUELS WITH ETHANOL OR ANY OTHER OXYGENATE. GASOLINE WITH 'B' OR 'N' SUFFIX IN THE BLN (BLEND) COLUMN IS E0: CONTAINS NO ETHANOL. THIS PRODUCT DOES NOT MEET THE REQUIREMENTS FOR REFORMULATED GASOLINE, & MAY NOT BE USED IN ANY REFORMULATED GASOLINE COVERED AREA. CONTACT THE INVENTORY OWNER AND/OR SUPPLIER OF THIS PRODUCT TO DETERMINE IF IT HAS BEEN RESTRICTED FROM USE IN ANY PRODUCT MARKETED AS E15.  
JET FUEL WITH '4' SUFFIX IN THE ADD (ADDITIVE) COLUMN CONTAINS DEICER ADDITIVE.  
MAGELLAN PIPELINE COMPANY, P.O. BOX 22186, TULSA, OK 74121-2186 EPA #4026  
ENTITY-FACILITY ID 4026-80500

CARRIER CERTIFIES that the CARGO TANK or TANKS, supplied for this shipment is a proper container for the transportation of this commodity. By leaving Magellan property with this document, I acknowledge that if I have been injured while on terminal premises, I have notified Magellan Pipeline personnel of this fact prior to leaving the terminal. I also acknowledge that I was provided a copy of the appropriate Emergency Response Guide(s) with this Bill of Lading.

SEALS

BADGE/DRIVER: 54552

Eric Bootman

Document ID: v1.0

This volume of neat or blended ethanol, bio diesel or renewable diesel is designated and intended for use as transportation fuel, heating oil or jet fuel in the 48 U.S. contiguous states and Hawaii. Any persons exporting this fuel is subject to the requirements of 40 CFR 80.1430.



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**TACenergy**  
**ENERGIZE YOUR FUEL**

TRUMAN ARNOLD COMPANIES  
701 SOUTH ROBISON RD.  
P.O. BOX 1481  
TEXARKANA, TX 75504  
(903) 794-3835/FAX (903) 831-6010

DELIVERED FROM: TULSA MAGELLAN

INV DATE	INV NUMBER	DUE DATE	TERMS	P O NUMBER	ACCT #	PAGE
7/5/2016	626836	8/4/2016	ACH 30 Days		7890-6	0

DEL DATE/TIME	BOL #	DETAIL	QUANTITY	UNIT PRICE	AMOUNT
07/01/16 10:35	1537044	87 E10 HRVP	7,873 GAL	1.395600	\$10,987.56
		FEDERAL SPILL FEE	7,873 GAL	0.001715	\$13.50
		FEDERAL LUST	7,873 GAL	0.001000	\$7.87
		STATE UST FEES	7,873 GAL	0.010000	\$78.73
		INVOICE TOTAL	7,873 GAL		\$11,087.66

PRODUCT FOR US TRANS OR JET USE. EXPORTERS SUBJECT TO EPA 40 CFR 80.1430  
INVOICE AMOUNT OF \$11,087.66 DUE ON 8/4/2016

SHIPPED VIA: HOPKINS TRANSPORT INC

ALL GASOLINE ADDITIZED PER EPA REQUIREMENTS

*One Call One Invoice One Solution. Diesel and DEF from TAC Energy*

BILLED TO:  
CITY OF TULSA  
ATTN: ROBERT FAZENDINE  
480 W. 23RD STREET  
TULSA OK 74107

SHIPPED TO:  
CITY OF TULSA  
3611 N. COLUMBIA  
TULSA, OK





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**City of Tulsa,  
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BILL OF LADING #: 1537044  
TRANSACTION #: 16901  
PAGE #: 1

**MAGELLAN PIPELINE COMPANY, L.P.**  
A SUBSIDIARY OF MAGELLAN MIDSTREAM PARTNERS, L.P.  
P.O. BOX 22188, TULSA, OKLAHOMA 74121-2188

START TIME: 2016-07-01 10:21:40  
END TIME: 2016-07-01 10:35:25

<b>DOT FIRST RESPONDER INFORMATION</b>		<b>GROSS VOL</b>	<b>MEAS</b>
UN1203, GASOLINE, 3, PGII ERG#128		8002	GAL
ONE CARGO TANK			
<b>EMERGENCY CONTACT NUMBER:</b> 800-451-8346 3E for Magellan			



<b>TERMINAL ADDRESS:</b> 2120 S. 33rd W. Avenue Tulsa, OK 74107  EPA-Facility ID: 4026-80500	<b>CARRIER:</b> HOPKINS TRANSPORTS TULSA, OK  INSURANCE EXP DATE: 2017-05-01 23:59:59.0 VTC: 133
<b>SUPPLIER:</b> Q444 VAL MKT/SUPPLY ONE VALERO WAY SAN ANTONIO, TX EPA: 0 PETROEX: 194537 CUSTOMER:	<b>DESTINATION:</b> 000059 TRUMAN ARNOLD VARIOUS, OK

GRADE	RECIPE INFORMATION	GRS	NET	ADD	BLN	UOM	GRV	TMP/PSI	MTH	OCT
1C	UNLEADED REGULAR, AT OR BELOW 9.0 LBS RVP DETERGENT ADITIZED FOR UP TO 10% ETHANOL. THE 1.0 LB RVP WAIVER APPLIES TO THIS GASOLINE. DO NOT MIX WITH GASOLINE CONTAINING ANYTHING OTHER THAN BETWEEN 9 AND 10 VOL% ETHANOL.	4000	3935	5	0	GAL	60.046	84	4-1	87.0
1C	UNLEADED REGULAR, AT OR BELOW 9.0 LBS RVP DETERGENT ADITIZED FOR UP TO 10% ETHANOL. THE 1.0 LB RVP WAIVER APPLIES TO THIS GASOLINE. DO NOT MIX WITH GASOLINE CONTAINING ANYTHING OTHER THAN BETWEEN 9 AND 10 VOL% ETHANOL.	4002	3938	5	0	GAL	60.047	83.1	4-2	87.0
PRODUCT TOTALS (PRD=GROSS,NET)										
1C = 6002, 7873										

GASOLINE WITH 'O' or 'A' SUFFIX IN THE BLN (BLEND) COLUMN IS E10: CONTAINS BETWEEN 9 AND 10 VOL % ETHANOL. GASOLINE WITH 'S' SUFFIX IN THE BLN (BLEND) COLUMN IS E7.8: CONTAINS UP TO 7.8% ETHANOL. GASOLINE WITH 'G' IN THE BLN (BLEND) COLUMN CONTAINS GREATER THAN 10% ETHANOL BLEND. DO NOT BLEND THESE FUELS WITH ETHANOL OR ANY OTHER OXYGENATE. GASOLINE WITH 'B' OR 'N' SUFFIX IN THE BLN (BLEND) COLUMN IS E0: CONTAINS NO ETHANOL. THIS PRODUCT DOES NOT MEET THE REQUIREMENTS FOR REFORMULATED GASOLINE, & MAY NOT BE USED IN ANY REFORMULATED GASOLINE COVERED AREA. CONTACT THE INVENTORY OWNER AND/OR SUPPLIER OF THIS PRODUCT TO DETERMINE IF IT HAS BEEN RESTRICTED FROM USE IN ANY PRODUCT MARKETED AS E15.  
JET FUEL WITH '4' SUFFIX IN THE ADD (ADDITIVE) COLUMN CONTAINS DEICER ADDITIVE.  
MAGELLAN PIPELINE COMPANY, P.O. BOX 22188, TULSA, OK 74121-2188 EPA #4026  
ENTITY-FACILITY ID 4026-80500

CARRIER CERTIFIES that the CARGO TANK or TANKS, supplied for this shipment is a proper container for the transportation of this commodity. By leaving Magellan property with this document, I acknowledge that if I have been injured while on terminal premises, I have notified Magellan Pipeline personnel of this fact prior to leaving the terminal. I also acknowledge that I was provided a copy of the appropriate Emergency Response Guide(s) with this Bill of Lading.

SEALS

BADGE/DRIVER: 54581

Esteban Whitehead

Document ID: v1.0

This volume of neat or blended ethanol, bio diesel or renewable diesel is designated and intended for use as transportation fuel, heating oil or jet fuel in the 48 U.S. contiguous states and Hawaii. Any persons exporting this fuel is subject to the requirements of 40 CFR 80.1430.



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**City of Tulsa,  
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**TACenergy**  
**ENERGIZEYOURFUEL**

TRUMAN ARNOLD COMPANIES  
701 SOUTH ROBISON RD.  
P.O. BOX 1481  
TEXARKANA, TX 75504  
(903) 794-3835/FAX (903) 831-6010

DELIVERED FROM: TULSA HOLLYFRONTIER EAST

INV DATE	INV NUMBER	DUE DATE	TERMS	P O NUMBER	ACCT #	PAGE
8/3/2016	645222	9/2/2016	ACH 30 Days		7890-2	0

DEL DATE/TIME	BOL #	DETAIL	QUANTITY	UNIT PRICE	AMOUNT
08/02/16 07:07	157398	87 E10 HRVP	8,344 GAL	1.306200	\$10,898.93
		FEDERAL SPILL FEE	8,344 GAL	0.001715	\$14.31
		FEDERAL LUST	8,344 GAL	0.001000	\$8.34
		STATE UST FEES	8,344 GAL	0.010000	\$83.44
		INVOICE TOTAL	8,344 GAL		\$11,005.02

PRODUCT FOR US TRANS OR JET USE. EXPORTERS SUBJECT TO EPA 40 CFR 80.1430  
INVOICE AMOUNT OF \$11,005.02 DUE ON 9/2/2016

SHIPPED VIA: HOPKINS TRANSPORT INC

ALL GASOLINE ADDITIZED PER EPA REQUIREMENTS

*One Call One Invoice One Solution. Diesel and DEF from TAC Energy*

BILLED TO:  
CITY OF TULSA  
ATTN: ROBERT FAZENDINE  
480 W. 23RD STREET  
TULSA OK 74107

SHIPPED TO:  
CITY OF TULSA  
1720 W. NEWBLOCK  
TULSA, OK





Invitation For Bid  
TAC 071C – Addendum #2  
Gasoline & Diesel Fuel  
Equipment Management  
Issued: March 21, 2017

City of Tulsa,  
Oklahoma  
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9058 HIGHWAY TRANSPORTATION RECEIPT  
HOLLY ENERGY PARTNERS4908 --TULSA--  
1307 W. 35th St.  
TULSA, OK 74107  
Ph: (918)584-5025

SHIPPED TO:  
TRUMAN-ARNOLD CO  
VARIOUS

OK

ACCOUNT CUSTOMER TRAN FOLIO BOL #  
0000003023 0001100278 530 08/002 0157398

LOAD START/STOP PO # ORDER #  
08/02/16 06:53  
08/02/16 07:07  
BILL OF LADING

BILLED TO (Transferee):  
TRUMAN ARNOLD  
TEXARKANA  
P O BOX 1481  
TEXARKANA

TX 75504

SHIPPER (Transferor):  
HollyFrontier Refining &  
Marketing LLC (EPA ID5053  
2828 N. Harwood/ ste. 1300  
FEIN# 20-2008139  
Dallas

FREIGHT: COLLECT

TX 75201

TRUCK:246  
TRAILER1:137  
TRAILER2:

METER PRODUCT DESCRIPTION	GROSS	GRAV	TEMP F	NET @60F
UN1203, GASOLINE 3, II GASOLINES ADDITIZED CONVENTIONAL OXY GASOLINE. "CONTAINS NO MORE THAN 10% ETHANOL" (9,0 RVP MAY 1 - SEP. 15) CONTAINS EPA CERTIFIED ADDITIVE.				

E10:Contains between 9 & 10 vol% ethanol  
RVP does not exceed 10 psi. The 1.0 psi  
RVP waiver applies to gasoline. Do not  
mix with gasoline containing anything  
other than between 9 & 10 vol % ethanol.  
0202 87S10R 87UNL 10% ETH RVPH & SINC

3000 59.5 87.2 2945

E10:Contains between 9 & 10 vol% ethanol  
RVP does not exceed 10 psi. The 1.0 psi  
RVP waiver applies to gasoline. Do not  
mix with gasoline containing anything  
other than between 9 & 10 vol % ethanol.  
0201 87S10R 87UNL 10% ETH RVPH & SINC

2500 59.5 87.4 2453

(CONTINUED ON NEXT PAGE)



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HIGHWAY TRANSPORTATION RECEIPT

HOLLY ENERGY PARTNERS4908 --TULSA--  
1307 W. 35th St.  
TULSA, OK 74107  
Ph: (918)584-5025

SHIPPED TO:  
TRUMAN-ARNOLD CO  
VARIOUS

OK

ACCOUNT CUSTOMER TRAN FOLIO BOL #  
0000003023 0001100278 530 08/002 0157398

LOAD START/STOP PO # ORDER #  
08/02/16 06:53  
08/02/16 07:07  
BILL OF LADING

BILLED TO (Transferee):

TRUMAN ARNOLD  
TEXARKANA  
P O BOX 1481  
TEXARKANA

TX 75504

SHIPPER (Transferor):

HollyFrontier Refining &  
Marketing LLC (EPA ID5053  
2828 N. Harwood/ ste. 1300  
FEIN# 20-2008139  
Dallas

FREIGHT: COLLECT

TX 75201

TRUCK:246  
TRAILER1:137  
TRAILER2:

METER	PRODUCT	DESCRIPTION	GROSS	GRAV	TEMP F	NET @60F
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(CONTINUED FROM PREVIOUS PAGE)

E10:Contains between 9 & 10 vol% ethanol  
RVP does not exceed 10 psi. The 1.0 psi  
RVP waiver applies to gasoline. Do not  
mix with gasoline containing anything  
other than between 9 & 10 vol % ethanol,  
0203 87S10R 87UNL 10% ETH RVPH & SINC

3001	59.5	86.9	2946
------	------	------	------

TOTAL GALLONS

8501			8344
------	--	--	------

FOR PRODUCT EMERGENCY SPILL, LEAK, FIRE, EXPOSURE OR ACCIDENT  
CALL CHEMTREC-#CCN201319 1-800-424-9300 FACILITY ID 82444

This is to certify that the listed materials are properly classified and are in  
regulations of Dept. of Transportation & Interstate Commerce Commission and the

LOADED BY:

RECEIVED BY:

DRIVER: K0756351 Hueston, William (Hopkins)	I certify that the quantity was
CARRIER: HPKI Hopkins Transports	received as indicated above,
P.O. BOX 691140	except as noted.
TULSA OK 74169	
Ph: (918)437-6457 FEIN: 73-0555994	





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701 SOUTH ROBISON RD.  
P.O. BOX 1481  
TEXARKANA, TX 75504  
(903) 794-3835/FAX (903) 831-6010

DELIVERED FROM: TULSA HOLLYFRONTIER EAST

INV DATE	INV NUMBER	DUE DATE	TERMS	P O NUMBER	ACCT #	PAGE
8/3/2016	645223	9/2/2016	ACH 30 Days		7890-1	0

DEL DATE/TIME	BOL #	DETAIL	QUANTITY	UNIT PRICE	AMOUNT
08/02/16 06:01	157391	ULSD #2	7,425 GAL	1.308300	\$9,714.13
		FEDERAL SPILL FEE	7,425 GAL	0.001905	\$14.14
		FEDERAL LUST	7,425 GAL	0.001000	\$7.43
		STATE UST FEES	7,425 GAL	0.010000	\$74.25
		INVOICE TOTAL	7,425 GAL		\$9,809.95
INVOICE AMOUNT OF \$9,809.95 DUE ON 9/2/2016					

SHIPPED VIA: HOPKINS TRANSPORT INC

ALL GASOLINE ADDITIZED PER EPA REQUIREMENTS

*One Call One Invoice One Solution. Diesel and DEF from TAC Energy*

BILLED TO:  
CITY OF TULSA  
ATTN: ROBERT FAZENDINE  
480 W. 23RD STREET  
TULSA OK 74107

SHIPPED TO:  
CITY OF TULSA  
470 W. 23RD  
TULSA, OK





**CITY OF  
Tulsa**  
A New Kind of Energy.

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Equipment Management  
Issued: March 21, 2017**

**City of Tulsa,  
Oklahoma**  
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9044

HIGHWAY TRANSPORTATION RECEIPT

HOLLY ENERGY PARTNERS4908 --TULSA--  
1307 W 35th St.  
TULSA, OK 74107  
Ph: (918)584-5025

SHIPPED TO:

TAC ENERGY (TRUMAN ARNOLD) (OK to OK0000416197  
VARIOUS OK  
VARIOUS

ACCOUNT CUSTOMER TRAN FOLIO BOL #  
0001100278 530 08/002 0157391

LOAD START/STOP

PO # ORDER #

08/02/16 05:49  
08/02/16 06:01  
BILL OF LADING

BILLED TO (Transferee):

TRUMAN ARNOLD  
TEXARKANA  
P O BOX 1481  
TEXARKANA

TX 75504

SHIPPER (Transferor):

HollyFrontier Refining &  
Marketing LLC (EPA ID5053  
2828 N. Harwood/ ste, 1300  
FEIN# 20-2008139  
Dallas

TX 75201

FREIGHT: COLLECT

TRUCK:240  
TRAILER1:134  
TRAILER2:

METER PRODUCT DESCRIPTION  
NA1993, DIESEL FUEL, 3, III

"15 ppm sulfur (maximum) Undyed Ultra  
Low Sulfur Diesel Fuel. For use in all  
diesel vehicles and engines."  
0402 ULS-D2 ULS#2 Diesel

"15 ppm sulfur (maximum) Undyed Ultra  
Low Sulfur Diesel Fuel. For use in all  
diesel vehicles and engines."  
0403 ULS-D2 ULS#2 Diesel

TOTAL GALLONS

GROSS GRAV TEMP F NET @60F

3705 34.8 82.9 3665

3800 34.8 82.7 3760

7505 7425

FOR PRODUCT EMERGENCY SPILL, LEAK, FIRE, EXPOSURE OR ACCIDENT  
CALL CHEMTREC-#CCN201319 1-800-424-9300 FACILITY ID 82444

This is to certify that the listed materials are properly classified and are in  
regulations of Dept. of Transportation & Interstate Commerce Commission and the

LOADED BY:

RECEIVED BY:

DRIVER: T0565874 Westcott, Carl (Hopkins)  
CARRIER: HPKI Hopkins Transports  
P.O. BOX 691140  
TULSA OK 74169  
Ph: (918)437-6457 FEIN: 73-0555994

I certify that the quantity was  
received as indicated above,  
except as noted.



**Invitation For Bid  
TAC 071C – Addendum #2  
Gasoline & Diesel Fuel  
Equipment Management  
Issued: March 21, 2017**

**City of Tulsa,  
Oklahoma**  
Page 13 of 63

**TACenergy**  
**ENERGIZE YOUR FUEL**

TRUMAN ARNOLD COMPANIES  
701 SOUTH ROBISON RD.  
P.O. BOX 1481  
TEXARKANA, TX 75504  
(903) 794-3835/FAX (903) 831-6010

DELIVERED FROM: TULSA HOLLYFRONTIER EAST

INV DATE	INV NUMBER	DUE DATE	TERMS	P O NUMBER	ACCT #	PAGE
9/14/2016	672554	10/14/2016	ACH 30 Days		7890-8	0

DEL DATE/TIME	BOL #	DETAIL	QUANTITY	UNIT PRICE	AMOUNT
09/13/16 09:09	162251	87 E10 HRVP	3,948 GAL	1.393300	\$5,500.75
09/13/16 09:03	162249	ULSD #2	3,978 GAL	1.500900	\$5,970.58
		FEDERAL SPILL FEE	3,948 GAL	0.001715	\$6.77
		FEDERAL SPILL FEE	3,978 GAL	0.001905	\$7.58
		FEDERAL LUST	7,926 GAL	0.001000	\$7.93
		STATE UST FEES	7,926 GAL	0.010000	\$79.26
		INVOICE TOTAL	7,926 GAL		\$11,572.87

PRODUCT FOR US TRANS OR JET USE. EXPORTERS SUBJECT TO EPA 40 CFR 80.1430  
INVOICE AMOUNT OF \$11,572.87 DUE ON 10/14/2016

SHIPPED VIA: HOPKINS TRANSPORT INC

ALL GASOLINE ADDITIZED PER EPA REQUIREMENTS

*One Call One Invoice One Solution. Diesel and DEF from TAC Energy*

BILLED TO:

CITY OF TULSA  
ATTN: ROBERT FAZENDINE  
480 W. 23RD STREET  
TULSA, OK 74107

SHIPPED TO:

CITY OF TULSA  
UNIFORM DIVISION EAST  
10122 E. 11TH STREET  
TULSA, OK





Invitation For Bid  
TAC 071C – Addendum #2  
Gasoline & Diesel Fuel  
Equipment Management  
Issued: March 21, 2017

City of Tulsa,  
Oklahoma  
Page 14 of 63

8992 HIGHWAY TRANSPORTATION RECEIPT  
HOLLY ENERGY PARTNERS4908 --TULSA--  
1307 W. 35th St.  
TULSA, OK 74107  
Ph: (918)584-5025

SHIPPED TO:	ACCOUNT	CUSTOMER	TRAN	FOLIO	BOL #
TAC ENERGY (TRUMAN ARNOLD) (OK to OK0000416197	0001100278	530	09/009	0162249	
VARIOUS					
VARIOUS	OK	LOAD START/STOP	PO #	ORDER #	
		09/13/16 08:51			
		09/13/16 09:03			
		BILL OF LADING			

BILLED TO (Transferee):  
TRUMAN ARNOLD  
TEXARKANA  
P O BOX 1481  
TEXARKANA TX 75504

SHIPPER (Transferor):  
HollyFrontier Refining &  
Marketing LLC (EPA ID5053  
2828 N. Harwood/ ste. 1300  
FEIN# 20-2008139  
Dallas TX 75201

FREIGHT: COLLECT

TRUCK: 246  
TRAILER1: 137  
TRAILER2:

METER PRODUCT DESCRIPTION	GROSS	GRAV	TEMP F	NET @60F
NA1993, DIESEL FUEL, 3, III				
"15 ppm sulfur (maximum) Undyed Ultra Low Sulfur Diesel Fuel. For use in all diesel vehicles and engines."				
0205 ULS-D2 ULS#2 Diesel	4020	34.8	82.7	3978
TOTAL GALLONS	4020			3978

FOR PRODUCT EMERGENCY SPILL, LEAK, FIRE, EXPOSURE OR ACCIDENT  
CALL CHEMTREC-#CCN201319 1-800-424-9300 FACILITY ID 82444  
This is to certify that the listed materials are properly classified and are in  
regulations of Dept. of Transportation & Interstate Commerce Commission and the

LOADED BY:

RECEIVED BY:

DRIVER: K0756351 Hueston, William (HopkinsI certify that the quantity was  
CARRIER: HPKI Hopkins Transports received as indicated above,  
P.O. BOX 691140 except as noted.  
TULSA OK 74169  
Ph: (918)437-6457 FEIN: 73-0555994





Invitation For Bid  
TAC 071C – Addendum #2  
Gasoline & Diesel Fuel  
Equipment Management  
Issued: March 21, 2017

City of Tulsa,  
Oklahoma  
Page 15 of 63

8996 HIGHWAY TRANSPORTATION RECEIPT  
HOLLY ENERGY PARTNERS4908 --TULSA--  
1307 W. 35th St.  
TULSA, OK 74107  
Ph: (918) 584-5025

SHIPPED TO:  
TRUMAN-ARNOLD CO  
VARIOUS

OK

ACCOUNT	CUSTOMER	TRAN	FOLIO	BOL #
0000003023	0001100278	530	09/009	0162251

LOAD START/STOP	PO #	ORDER #
09/13/16 09:04		
09/13/16 09:09		
BILL OF LADING		

BILLED TO (Transferee):  
TRUMAN ARNOLD  
TEXARKANA  
P O BOX 1481  
TEXARKANA

TX 75504

SHIPPER (Transferor):  
HollyFrontier Refining &  
Marketing LLC (EPA ID5053  
2828 N. Harwood/ ste. 1300  
FEIN# 20-2008139  
Dallas

TX 75201

FREIGHT: COLLECT

TRUCK:246  
TRAILER1:137  
TRAILER2:

METER PRODUCT DESCRIPTION	GROSS	GRAV	TEMP F	NET @60F
UN1203, GASOLINE 3, II GASOLINES ADDITIZED CONVENTIONAL OXY GASOLINE. "CONTAINS NO MORE THAN 10% ETHANOL" (9.0 RVP MAY 1 - SEP. 15) CONTAINS EPA CERTIFIED ADDITIVE.				

E10:Contains between 9 & 10 vol% ethanol  
RVP does not exceed 10 psi. The 1.0 psi  
RVP waiver applies to gasoline. Do not  
mix with gasoline containing anything  
other than between 9 & 10 vol % ethanol.  
0203 87S10R 87UNL 10% ETH RVPH & SINC

1100 59.1 79.1 1086

E10:Contains between 9 & 10 vol% ethanol  
RVP does not exceed 10 psi. The 1.0 psi  
RVP waiver applies to gasoline. Do not  
mix with gasoline containing anything  
other than between 9 & 10 vol % ethanol.  
0202 87S10R 87UNL 10% ETH RVPH & SINC

1000 59.1 79.6 987

(CONTINUED ON NEXT PAGE)



Invitation For Bid  
TAC 071C – Addendum #2  
Gasoline & Diesel Fuel  
Equipment Management  
Issued: March 21, 2017

City of Tulsa,  
Oklahoma  
Page 16 of 63

HIGHWAY TRANSPORTATION RECEIPT

HOLLY ENERGY PARTNERS4908 --TULSA--  
1307 W. 35th St.  
TULSA, OK 74107  
Ph: (918) 584-5025

SHIPPED TO:  
TRUMAN-ARNOLD CO  
VARIOUS

OK

ACCOUNT CUSTOMER TRAN FOLIO BOL #  
0000003023 0001100278 530 09/009 0162251

LOAD START/STOP PO # ORDER #  
09/13/16 09:04  
09/13/16 09:09  
BILL OF LADING

BILLED TO (Transferee):  
TRUMAN ARNOLD  
TEXARKANA  
P O BOX 1481  
TEXARKANA

TX 75504

SHIPPER (Transferor):  
HollyFrontier Refining &  
Marketing LLC (EPA ID5053  
2828 N. Harwood/ ste. 1300  
FEIN# 20-2008139  
Dallas

TX 75201

FREIGHT: COLLECT

TRUCK: 246  
TRAILER1: 137  
TRAILER2:

METER PRODUCT DESCRIPTION	GROSS	GRAV	TEMP F	NET @60F
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(CONTINUED FROM PREVIOUS PAGE)

E10: Contains between 9 & 10 vol% ethanol  
RVP does not exceed 10 psi. The 1.0 psi  
RVP waiver applies to gasoline. Do not  
mix with gasoline containing anything  
other than between 9 & 10 vol % ethanol.  
0201 87S10R 87UNL 10% ETH RVPH & SINC

1900	59.1	79.7	1875
------	------	------	------

TOTAL GALLONS

4000			3948
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FOR PRODUCT EMERGENCY SPILL, LEAK, FIRE, EXPOSURE OR ACCIDENT  
CALL CHEMTREC-#CCN201319 1-800-424-9300 FACILITY ID 82444

This is to certify that the listed materials are properly classified and are in  
regulations of Dept. of Transportation & Interstate Commerce Commission and the

LOADED BY:

RECEIVED BY:

DRIVER: K0756351 Hueston, William (Hopkins)  
CARRIER: HPKI Hopkins Transports  
P.O. BOX 691140  
TULSA OK 74169  
Ph: (918) 437-6457 FEIN: 73-0555994

I certify that the quantity was  
received as indicated above,  
except as noted.





Invitation For Bid  
TAC 071C – Addendum #2  
Gasoline & Diesel Fuel  
Equipment Management  
Issued: March 21, 2017

City of Tulsa,  
Oklahoma  
Page 17 of 63

**TACenergy**  
ENERGIZE YOUR FUEL

TRUMAN ARNOLD COMPANIES  
701 SOUTH ROBISON RD.  
P.O. BOX 1481  
TEXARKANA, TX 75504  
(903) 794-3835/FAX (903) 831-6010

DELIVERED FROM: TULSA HOLLYFRONTIER EAST

INV DATE	INV NUMBER	DUE DATE	TERMS	P O NUMBER	ACCT #	PAGE
9/14/2016	672544	10/14/2016	ACH 30 Days		7890-6	0

DEL DATE/TIME	BOL #	DETAIL	QUANTITY	UNIT PRICE	AMOUNT
09/13/16 09:46	162257	87 E10 HRVP	3,948 GAL	1.393300	\$5,500.75
09/13/16 09:39	162256	ULSD #2	3,956 GAL	1.500900	\$5,937.56
		FEDERAL SPILL FEE	3,948 GAL	0.001715	\$6.77
		FEDERAL SPILL FEE	3,956 GAL	0.001905	\$7.54
		FEDERAL LUST	7,904 GAL	0.001000	\$7.91
		STATE UST FEES	7,904 GAL	0.010000	\$79.04
		INVOICE TOTAL	7,904 GAL		\$11,539.57

PRODUCT FOR US TRANS OR JET USE. EXPORTERS SUBJECT TO EPA 40 CFR 80.1430  
INVOICE AMOUNT OF \$11,539.57 DUE ON 10/14/2016

SHIPPED VIA: HOPKINS TRANSPORT INC

ALL GASOLINE ADDITIZED PER EPA REQUIREMENTS

One Call One Invoice One Solution. Diesel and DEF from TAC Energy

BILLED TO:  
CITY OF TULSA  
ATTN: ROBERT FAZENDINE  
480 W. 23RD STREET  
TULSA, OK 74107

SHIPPED TO:  
CITY OF TULSA  
3611 N. COLUMBIA  
TULSA, OK





**Invitation For Bid  
TAC 071C – Addendum #2  
Gasoline & Diesel Fuel  
Equipment Management  
Issued: March 21, 2017**

**City of Tulsa,  
Oklahoma**  
Page 18 of 63

9008 HIGHWAY TRANSPORTATION RECEIPT  
HOLLY ENERGY PARTNERS4908 --TULSA--  
1307 W. 35th St.  
TULSA, OK 74107  
Ph: (918)584-5025

SHIPPED TO:	ACCOUNT	CUSTOMER	TRAN	FOLIO	BOL #
TAC ENERGY (TRUMAN ARNOLD) (OK to OK0000416197	0001100278	530	09/009	0162256	
VARIOUS					
VARIOUS	OK	LOAD START/STOP	PO #	ORDER #	
		09/13/16 09:25			
		09/13/16 09:39			
		BILL OF LADING			

BILLED TO (Transferee):  
TRUMAN ARNOLD  
TEXARKANA  
P O BOX 1481  
TEXARKANA TX 75504

SHIPPER (Transferor):  
HollyFrontier Refining &  
Marketing LLC (EPA ID5053  
2828 N. Harwood/ ste. 1300  
FEIN# 20-2008139  
Dallas TX 75201

FREIGHT: COLLECT

TRUCK:240  
TRAILER1:134  
TRAILER2:

METER PRODUCT DESCRIPTION	GROSS	GRAV	TEMP F	NET @60F
NA1993, DIESEL FUEL, 3, III				
"15 ppm sulfur (maximum) Undyed Ultra Low Sulfur Diesel Fuel. For use in all diesel vehicles and engines."				
0205 ULS-D2 ULS#2 Diesel	4002	34.8	84.3	3956
TOTAL GALLONS	4002			3956

FOR PRODUCT EMERGENCY SPILL, LEAK, FIRE, EXPOSURE OR ACCIDENT  
CALL CHEMTREC-#CCN201319 1-800-424-9300 FACILITY ID 82444  
This is to certify that the listed materials are properly classified and are in  
regulations of Dept. of Transportation & Interstate Commerce Commission and the

LOADED BY: RECEIVED BY:

DRIVER: T0565874 Westcott, Carl (Hopkins)  
CARRIER: HPKI Hopkins Transports  
P.O. BOX 691140  
TULSA OK 74169  
Ph: (918)437-6457 FEIN: 73-0555994

I certify that the quantity was  
received as indicated above,  
except as noted.



Invitation For Bid  
TAC 071C – Addendum #2  
Gasoline & Diesel Fuel  
Equipment Management  
Issued: March 21, 2017

City of Tulsa,  
Oklahoma  
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9010 HIGHWAY TRANSPORTATION RECEIPT  
HOLLY ENERGY PARTNERS4908 --TULSA--  
1307 W. 35th St.  
TULSA, OK 74107  
Ph: (918)584-5025

SHIPPED TO: TRUMAN-ARNOLD CO  
VARIOUS OK

ACCOUNT	CUSTOMER	TRAN	FOLIO	BOL #
0000003023	0001100278	530	09/009	0162257

LOAD	START/STOP	PO #	ORDER #
09/13/16	09:40		
09/13/16	09:46		
BILL OF LADING			

BILLED TO (Transferee):  
TRUMAN ARNOLD  
TEXARKANA  
P O BOX 1481  
TEXARKANA TX 75504

SHIPPER (Transferor):  
HollyFrontier Refining &  
Marketing LLC (EPA ID5053  
2828 N. Harwood/ ste. 1300  
FEIN# 20-2008139  
Dallas TX 75201

FREIGHT: COLLECT

TRUCK: 240  
TRAILER1: 134  
TRAILER2:

METER	PRODUCT	DESCRIPTION	GROSS	GRAV	TEMP F	NET @60F
UN1203	GASOLINE 3, II	GASOLINES ADDITIZED CONVENTIONAL OXY GASOLINE. "CONTAINS NO MORE THAN 10% ETHANOL" (9.0 RVP MAY 1 - SEP. 15) CONTAINS EPA CERTIFIED ADDITIVE.				
E10:	Contains between 9 & 10 vol% ethanol RVP does not exceed 10 psi. The 1.0 psi RVP waiver applies to gasoline. Do not mix with gasoline containing anything other than between 9 & 10 vol % ethanol.					
0203	87S10R	87UNL 10% ETH RVPH & SINC	1902	59.1	79.8	1877
E10:	Contains between 9 & 10 vol% ethanol RVP does not exceed 10 psi. The 1.0 psi RVP waiver applies to gasoline. Do not mix with gasoline containing anything other than between 9 & 10 vol % ethanol.					
0201	87S10R	87UNL 10% ETH RVPH & SINC	2100	59.1	80.4	2071
TOTAL GALLONS			4002			3948

(CONTINUED ON NEXT PAGE)



Invitation For Bid  
TAC 071C – Addendum #2  
Gasoline & Diesel Fuel  
Equipment Management  
Issued: March 21, 2017

City of Tulsa,  
Oklahoma  
Page 20 of 63

HIGHWAY TRANSPORTATION RECEIPT

HOLLY ENERGY PARTNERS4908 --TULSA--  
1307 W. 35th St.  
TULSA, OK 74107  
Ph: (918)584-5025

SHIPPED TO:  
TRUMAN-ARNOLD CO  
VARIOUS

OK

ACCOUNT CUSTOMER TRAN FOLIO BOL #  
0000003023 0001100278 530 09/009 0162257

LOAD START/STOP PO # ORDER #  
09/13/16 09:40  
09/13/16 09:46  
BILL OF LADING

BILLED TO (Transferee):  
TRUMAN ARNOLD  
TEXARKANA  
P O BOX 1481  
TEXARKANA

TX 75504

SHIPPER (Transferor):  
HollyFrontier Refining &  
Marketing LLC (EPA ID5053  
2828 N. Harwood/ ste. 1300  
FEIN# 20-2008139  
Dallas

TX 75201

FREIGHT: COLLECT

TRUCK: 240  
TRAILER1: 134  
TRAILER2:

METER	PRODUCT	DESCRIPTION	GROSS	GRAV	TEMP F	NET @60F
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(CONTINUED FROM PREVIOUS PAGE)

FOR PRODUCT EMERGENCY SPILL, LEAK, FIRE, EXPOSURE OR ACCIDENT  
CALL CHEMTREC-#CCN201319 1-800-424-9300 FACILITY ID 82444

This is to certify that the listed materials are properly classified and are in  
regulations of Dept. of Transportation & Interstate Commerce Commission and the

LOADED BY:

RECEIVED BY:

DRIVER: T0565874 Westcott, Carl (Hopkins)  
CARRIER: HPKI Hopkins Transports  
P.O. BOX 691140  
TULSA OK 74169  
Ph: (918)437-6457 FEIN: 73-0555994

I certify that the quantity was  
received as indicated above,  
except as noted.





**Invitation For Bid  
TAC 071C – Addendum #2  
Gasoline & Diesel Fuel  
Equipment Management  
Issued: March 21, 2017**

**City of Tulsa,  
Oklahoma**  
Page 21 of 63

**TACenergy**  
**ENERGIZEYOURFUEL**

TRUMAN ARNOLD COMPANIES  
701 SOUTH ROBISON RD.  
P.O. BOX 1481  
TEXARKANA, TX 75504  
(903) 794-3835/FAX (903) 831-6010

DELIVERED FROM: TULSA HOLLYFRONTIER EAST

INV DATE	INV NUMBER	DUE DATE	TERMS	P O NUMBER	ACCT #	PAGE
10/4/2016	684507	11/3/2016	ACH 30 Days		7890-1	1

DEL DATE/TIME	BOL #	DETAIL	QUANTITY	UNIT PRICE	AMOUNT
10/03/16 14:12	164560	ULSD #2	7,421 GAL	1.625900	\$12,065.80
		FEDERAL SPILL FEE	7,421 GAL	0.001905	\$14.14
		FEDERAL LUST	7,421 GAL	0.001000	\$7.42
		STATE UST FEES	7,421 GAL	0.010000	\$74.21
		INVOICE TOTAL	7,421 GAL		\$12,161.57
INVOICE AMOUNT OF \$12,161.57 DUE ON 11/3/2016					

SHIPPED VIA HOPKINS TRANSPORT INC

ALL GASOLINE ADDITIZED PER EPA REQUIREMENTS

*One Call One Invoice One Solution. Diesel and DEF from TAC Energy*

BILLED TO:  
CITY OF TULSA  
ATTN: ROBERT FAZENDINE  
480 W. 23RD STREET  
TULSA OK 74107

SHIPPED TO:  
CITY OF TULSA  
470 W. 23RD  
TULSA, OK



Invitation For Bid  
TAC 071C – Addendum #2  
Gasoline & Diesel Fuel  
Equipment Management  
Issued: March 21, 2017

City of Tulsa,  
Oklahoma  
Page 22 of 63

3795 HIGHWAY TRANSPORTATION RECEIPT  
HOLLY ENERGY PARTNERS4908 --TULSA--  
1307 W. 35th St.  
TULSA, OK 74107  
Ph: (918)584-5025

SHIPPED TO:	ACCOUNT	CUSTOMER	TRAN	FOLIO	BOL #
TAC ENERGY (TRUMAN ARNOLD) (OK to OK0000416197	0001100278	530	10/002	0164560	
VARIOUS					
VARIOUS	OK				
		LOAD START/STOP	PO #	ORDER #	
		10/03/16 13:59			
		10/03/16 14:12			
		BILL OF LADING			

BILLED TO (Transferee):  
TRUMAN ARNOLD  
TEXARKANA  
P O BOX 1481  
TEXARKANA TX 75504

SHIPPER (Transferor):  
HollyFrontier Refining &  
Marketing LLC (EPA ID5053  
2828 N. Harwood/ ste. 1300  
FEIN# 20-2008139  
Dallas TX 75201  
FREIGHT: COLLECT  
TRUCK:240  
TRAILER1:134  
TRAILER2:  
"THIS PRODUCT DOES NOT MEET THE REQUIRE MENTS FOR REFORMULATED GASOLINE AND MAY  
NOT BE USED IN ANY REFORMULATED GASOLINECOVERED AREA." 1 Cargo Tank (s)

METER PRODUCT DESCRIPTION	GROSS	GRAV	TEMP F	NET @60F
NA1993, DIESEL FUEL, 3, III				
"15 ppm sulfur (maximum) Undyed Ultra Low Sulfur Diesel Fuel. For use in all diesel vehicles and engines." 0205 ULS-D2 ULS#2 Diesel	3801	34.8	85.0	3757
"15 ppm sulfur (maximum) Undyed Ultra Low Sulfur Diesel Fuel. For use in all diesel vehicles and engines." 0204 ULS-D2 ULS#2 Diesel	3706	34.8	84.4	3664
TOTAL GALLONS	7507			7421

FOR PRODUCT EMERGENCY SPILL, LEAK, FIRE, EXPOSURE OR ACCIDENT  
CALL CHEMTREC-#CCN201319 1-800-424-9300 FACILITY ID 82444  
This is to certify that the listed materials are properly classified and are in  
regulations of Dept. of Transportation & Interstate Commerce Commission and the

LOADED BY:

RECEIVED BY:

DRIVER: T0565874 Westcott, Carl (Hopkins)  
CARRIER: HPKI Hopkins Transports  
P.O. BOX 691140  
TULSA OK 74169  
Ph: (918)437-6457 FEIN: 73-0555994

I certify that the quantity was  
received as indicated above,  
except as noted.





Invitation For Bid  
TAC 071C – Addendum #2  
Gasoline & Diesel Fuel  
Equipment Management  
Issued: March 21, 2017

City of Tulsa,  
Oklahoma  
Page 23 of 63

**TACenergy**  
ENERGIZEYOURFUEL

TRUMAN ARNOLD COMPANIES  
701 SOUTH ROBISON RD.  
P.O. BOX 1481  
TEXARKANA, TX 75504  
(903) 794-3835/FAX (903) 831-6010

DELIVERED FROM: TULSA HOLLYFRONTIER EAST

INV DATE	INV NUMBER	DUE DATE	TERMS	P O NUMBER	ACCT #	PAGE
10/5/2016	685368	11/4/2016	ACH 30 Days		7890-6	0

DEL DATE/TIME	BOL #	DETAIL	QUANTITY	UNIT PRICE	AMOUNT
10/04/16 17:27	164716	87 E10 HRVP	8,396 GAL	1.467700	\$12,322.81
		FEDERAL SPILL FEE	8,396 GAL	0.001715	\$14.40
		FEDERAL LUST	8,396 GAL	0.001000	\$8.40
		STATE UST FEES	8,396 GAL	0.010000	\$83.96
		INVOICE TOTAL	8,396 GAL		\$12,429.57

PRODUCT FOR US TRANS OR JET USE. EXPORTERS SUBJECT TO EPA 40 CFR 80.1430  
INVOICE AMOUNT OF \$12,429.57 DUE ON 11/4/2016

SHIPPED VIA: HOPKINS TRANSPORT INC

ALL GASOLINE ADDITIZED PER EPA REQUIREMENTS

One Call One Invoice One Solution. Diesel and DEF from TAC Energy

BILLED TO:  
CITY OF TULSA  
ATTN: ROBERT FAZENDINE  
480 W. 23RD STREET  
TULSA OK 74107

SHIPPED TO:  
CITY OF TULSA  
3611 N. COLUMBIA  
TULSA, OK





**Invitation For Bid  
TAC 071C – Addendum #2  
Gasoline & Diesel Fuel  
Equipment Management  
Issued: March 21, 2017**

**City of Tulsa,  
Oklahoma**  
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4113 HIGHWAY TRANSPORTATION RECEIPT  
HOLLY ENERGY PARTNERS4908 --TULSA,--  
1307 W. 35th St.  
TULSA, OK 74107  
Ph: (918)584-5025

SHIPPED TO: TRUMAN-ARNOLD CO  
VARIOUS OK

ACCOUNT	CUSTOMER	TRAN	FOLIO	BOL #
0000003023	0001100278	530	10/003	0164716

LOAD START/STOP	PO #	ORDER #
10/04/16 17:17		
10/04/16 17:27		

BILL OF LADING

BILLED TO (Transferee):  
TRUMAN ARNOLD  
TEXARKANA  
P O BOX 1481  
TEXARKANA TX 75504

SHIPPER (Transferor):  
HollyFrontier Refining &  
Marketing LLC (EPA ID5053  
2828 N. Harwood/ ste. 1300  
FEIN# 20-2008139  
Dallas TX 75201

FREIGHT: COLLECT TRUCK:237  
TRAILER1:133  
TRAILER2:

"THIS PRODUCT DOES NOT MEET THE REQUIRE MENTS FOR REFORMULATED GASOLINE AND MAY NOT BE USED IN ANY REFORMULATED GASOLINECOVERED AREA." 1 Cargo Tank (s)

METER PRODUCT DESCRIPTION	GROSS	GRAV	TEMP F	NET @60F
UN1203, GASOLINE 3, II GASOLINES ADDITIZED CONVENTIONAL OXY GASOLINE. "CONTAINS NO MORE THAN 10% ETHANOL" (9,0 RVP MAY 1 - SEP. 15) CONTAINS EPA CERTIFIED ADDITIVE.				

E10:Contains between 9 & 10 vol% ethanol  
RVP does not exceed 10 psi. The 1.0 psi  
RVP waiver applies to gasoline. Do not  
mix with gasoline containing anything  
other than between 9 & 10 vol % ethanol.  
0202 87S10R 87UNL 10% ETH & SINCLAIR

2010 60.2 83.5 1977

E10:Contains between 9 & 10 vol% ethanol  
RVP does not exceed 10 psi. The 1.0 psi  
RVP waiver applies to gasoline. Do not  
mix with gasoline containing anything  
other than between 9 & 10 vol % ethanol.  
0201 87S10R 87UNL 10% ETH & SINCLAIR

3510 60.2 82.4 3458

(CONTINUED ON NEXT PAGE)



**Invitation For Bid  
TAC 071C – Addendum #2  
Gasoline & Diesel Fuel  
Equipment Management  
Issued: March 21, 2017**

**City of Tulsa,  
Oklahoma**  
Page 25 of 63

† HIGHWAY TRANSPORTATION RECEIPT  
HOLLY ENERGY PARTNERS4908 --TULSA--  
1307 W. 35th St.  
TULSA, OK 74107  
Ph: (918)584-5025

SHIPPED TO: ACCOUNT CUSTOMER TRAN FOLIO BOL #  
TRUMAN-ARNOLD CO 0000003023 0001100278 530 10/003 0164716  
VARIOUS OK

LOAD START/STOP PO # ORDER #  
10/04/16 17:17  
10/04/16 17:27  
BILL OF LADING

BILLED TO (Transferee):  
TRUMAN ARNOLD  
TEXARKANA  
P O BOX 1481  
TEXARKANA TX 75504

SHIPPER (Transferor):  
HollyFrontier Refining &  
Marketing LLC (EPA ID5053 )  
2828 N. Harwood/ ste. 1300  
FEIN# 20-2008139 FREIGHT: COLLECT TRUCK:237  
Dallas TX 75201 TRAILER1:133  
TRAILER2:  
"THIS PRODUCT DOES NOT MEET THE REQUIRE MENTS FOR REFORMULATED GASOLINE AND MAY  
NOT BE USED IN ANY REFORMULATED GASOLINECOVERED AREA." 1 Cargo Tank (s)

METER	PRODUCT	DESCRIPTION	GROSS	GRAV	TEMP F	NET @60F
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(CONTINUED FROM PREVIOUS PAGE)

E10:	Contains between 9 & 10 vol% ethanol					
RVP	does not exceed 10 psi. The 1.0 psi					
RVP	waiver applies to gasoline. Do not					
	mix with gasoline containing anything					
	other than between 9 & 10 vol % ethanol.					
0203	87S10R 87UNL 10% ETH & SINCLAIR		3005	60.1	81.6	2961
TOTAL	GALLONS		8525			8396

FOR PRODUCT EMERGENCY SPILL, LEAK, FIRE, EXPOSURE OR ACCIDENT  
CALL CHEMTREC-#CCN201319 1-800-424-9300 FACILITY ID 82444  
This is to certify that the listed materials are properly classified and are in  
regulations of Dept. of Transportation & Interstate Commerce Commission and the

LOADED BY:

RECEIVED BY:

DRIVER: K0067326 Whitehead, Esteban (HopkinI certify that the quantity was  
CARRIER: HPKI Hopkins Transports received as indicated above,  
P.O. BOX 691140 except as noted.  
TULSA OK 74169  
Ph: (918)437-6457 FEIN: 73-0555994





**Invitation For Bid  
TAC 071C – Addendum #2  
Gasoline & Diesel Fuel  
Equipment Management  
Issued: March 21, 2017**

**City of Tulsa,  
Oklahoma**  
Page 26 of 63

**TACenergy**  
**ENERGIZE YOUR FUEL**

TRUMAN ARNOLD COMPANIES  
701 SOUTH ROBISON RD.  
P.O. BOX 1481  
TEXARKANA, TX 75504  
(903) 794-3835/FAX (903) 831-6010

DELIVERED FROM: TULSA HOLLYFRONTIER EAST

INV DATE	INV NUMBER	DUE DATE	TERMS	P O NUMBER	ACCT #	PAGE
11/4/2016	704080	12/4/2016	ACH 30 Days		7890-1	0

DEL DATE/TIME	BOL #	DETAIL	QUANTITY	UNIT PRICE	AMOUNT
11/03/16 17:38	168313	ULSD #2	7,445 GAL	1.430800	\$10,652.31
		FEDERAL SPILL FEE	7,445 GAL	0.001905	\$14.18
		FEDERAL LUST	7,445 GAL	0.001000	\$7.45
		STATE UST FEES	7,445 GAL	0.010000	\$74.45
		INVOICE TOTAL	7,445 GAL		\$10,748.39

INVOICE AMOUNT OF \$10,748.39 DUE ON 12/4/2016

SHIPPED VIA: HOPKINS TRANSPORT INC

ALL GASOLINE ADDITIZED PER EPA REQUIREMENTS

One Call One Invoice One Solution. Diesel and DEF from TAC Energy

BILLED TO:

CITY OF TULSA  
ATTN: ROBERT FAZENDINE  
480 W. 23RD STREET  
TULSA OK

74107

SHIPPED TO:

CITY OF TULSA  
470 W. 23RD  
TULSA, OK





**Invitation For Bid  
TAC 071C – Addendum #2  
Gasoline & Diesel Fuel  
Equipment Management  
Issued: March 21, 2017**

**City of Tulsa,  
Oklahoma**  
Page 27 of 63

1495 HIGHWAY TRANSPORTATION RECEIPT  
HOLLY ENERGY PARTNERS4908 --TULSA--  
1307 W. 35th St.  
TULSA, OK 74107  
Ph: (918) 584-5025

SHIPPED TO: ACCOUNT CUSTOMER TRAN FOLIO BOL #  
TAC ENERGY (TRUMAN ARNOLD) (OK to OK0000416197 0001100278 530 11/003 0168313  
VARIOUS  
VARIOUS OK LOAD START/STOP PO # ORDER #  
11/03/16 17:30  
11/03/16 17:38  
BILL OF LADING

BILLED TO (Transferee):  
TRUMAN ARNOLD  
TEXARKANA  
P O BOX 1481  
TEXARKANA TX 75504

SHIPPER (Transferor):  
HollyFrontier Refining &  
Marketing LLC (EPA ID5053  
2828 N. Harwood/ ste. 1300  
FEIN# 20-2008139  
Dallas TX 75201  
FREIGHT: COLLECT TRUCK:237  
TRAILER1:133  
TRAILER2:

"THIS PRODUCT DOES NOT MEET THE REQUIRE MENTS FOR REFORMULATED GASOLINE AND MAY  
NOT BE USED IN ANY REFORMULATED GASOLINECOVERED AREA." 1 Cargo Tank (s)

METER PRODUCT DESCRIPTION	GROSS	GRAV	TEMP F	NET @60F
NA1993, DIESEL FUEL, 3, III				
"15 ppm sulfur (maximum) Undyed Ultra Low Sulfur Diesel Fuel. For use in all diesel vehicles and engines." 0402 ULS-D2 ULS#2 Diesel	2505	34.8	78.8	2483
"15 ppm sulfur (maximum) Undyed Ultra Low Sulfur Diesel Fuel. For use in all diesel vehicles and engines." 0401 ULS-D2 ULS#2 Diesel	2505	34.8	78.6	2483
"15 ppm sulfur (maximum) Undyed Ultra Low Sulfur Diesel Fuel. For use in all diesel vehicles and engines." 0403 ULS-D2 ULS#2 Diesel	2500	34.8	78.6	2479
TOTAL GALLONS	7510			7445

(CONTINUED ON NEXT PAGE)



**Invitation For Bid  
TAC 071C – Addendum #2  
Gasoline & Diesel Fuel  
Equipment Management  
Issued: March 21, 2017**

**City of Tulsa,  
Oklahoma**  
Page 28 of 63

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**HIGHWAY TRANSPORTATION RECEIPT**

HOLLY ENERGY PARTNERS4908 --TULSA--  
1307 W. 35th St.  
TULSA, OK 74107  
Ph: (918)584-5025

SHIPPED TO:	ACCOUNT	CUSTOMER	TRAN	FOLIO	BOL #
TAC ENERGY (TRUMAN ARNOLD)	(OK to OK0000416197	0001100278	530	11/003	0168313
VARIOUS					
VARIOUS	OK	LOAD START/STOP	PO #	ORDER #	
		11/03/16 17:30			
		11/03/16 17:38			
		BILL OF LADING			

**BILLED TO (Transferee):**

TRUMAN ARNOLD  
TEXARKANA  
P O BOX 1481  
TEXARKANA TX 75504

**SHIPPER (Transferor):**

HollyFrontier Refining &  
Marketing LLC (EPA ID5053  
2828 N. Harwood/ ste. 1300  
FEIN# 20-2008139  
Dallas TX 75201

FREIGHT: COLLECT

TRUCK:237  
TRAILER1:133  
TRAILER2:

"THIS PRODUCT DOES NOT MEET THE REQUIRE MENTS FOR REFORMULATED GASOLINE AND MAY  
NOT BE USED IN ANY REFORMULATED GASOLINECOVERED AREA." 1 Cargo Tank (s)

METER	PRODUCT	DESCRIPTION	GROSS	GRAV	TEMP F	NET @60F
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(CONTINUED FROM PREVIOUS PAGE)

FOR PRODUCT EMERGENCY SPILL, LEAK, FIRE, EXPOSURE OR ACCIDENT

CALL CHEMTREC-#CCN201319 1-800-424-9300 FACILITY ID 82444

This is to certify that the listed materials are properly classified and are in  
regulations of Dept. of Transportation & Interstate Commerce Commission and the

LOADED BY:

RECEIVED BY:

DRIVER: K0067326 Whitehead, Esteban (Hopkin	I certify that the quantity was
CARRIER: HPKI Hopkins Transports	received as indicated above,
P.O. BOX 691140	except as noted.
TULSA OK 74169	
Ph: (918)437-6457 FEIN: 73-0555994	



**Invitation For Bid  
TAC 071C – Addendum #2  
Gasoline & Diesel Fuel  
Equipment Management  
Issued: March 21, 2017**

**City of Tulsa,  
Oklahoma**  
Page 29 of 63

**TACenergy**  
**ENERGIZE YOUR FUEL**

TRUMAN ARNOLD COMPANIES  
701 SOUTH ROBISON RD.  
P.O. BOX 1481  
TEXARKANA, TX 75504  
(903) 794-3835/FAX (903) 831-6010

DELIVERED FROM: TULSA MAGELLAN

INV DATE	INV NUMBER	DUE DATE	TERMS	P O NUMBER	ACCT #	PAGE
11/7/2016	704439	12/7/2016	ACH 30 Days		7890-8	0

DEL DATE/TIME	BOL #	DETAIL	QUANTITY	UNIT PRICE	AMOUNT
11/04/16 15:57	1566075	87 E10 HRVP	7,918GAL	1.274300	\$10,089.91
		FEDERAL SPILL FEE	7,918GAL	0.001715	\$13.58
		FEDERAL LUST	7,918GAL	0.001000	\$7.92
		STATE UST FEES	7,918GAL	0.010000	\$79.18
		INVOICE TOTAL	7,918GAL		\$10,190.59

PRODUCT FOR US TRANS OR JET USE. EXPORTERS SUBJECT TO EPA 40 CFR 80.1430  
INVOICE AMOUNT OF \$10,190.59 DUE ON 12/7/2016

SHIPPED VIA: HOPKINS TRANSPORT INC

ALL GASOLINE ADDITIZED PER EPA REQUIREMENTS

*One Call One Invoice One Solution. Diesel and DEF from TAC Energy*

BILLED TO:

CITY OF TULSA  
ATTN: ROBERT FAZENDINE  
480 W. 23RD STREET  
TULSA, OK

74107

SHIPPED TO:

CITY OF TULSA  
UNIFORM DIVISION EAST  
10122 E. 11TH STREET  
TULSA, OK





**Invitation For Bid  
TAC 071C – Addendum #2  
Gasoline & Diesel Fuel  
Equipment Management  
Issued: March 21, 2017**

**City of Tulsa,  
Oklahoma**  
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BILL OF LADING #: 1566075  
TRANSACTION #: 43353  
PAGE #: 1

**MAGELLAN PIPELINE COMPANY, L.P.**  
A SUBSIDIARY OF MAGELLAN MIDSTREAM PARTNERS, L.P.  
P.O. BOX 22186, TULSA, OKLAHOMA 74121-2186

START TIME: 2016-11-04 15:42:26  
END TIME: 2016-11-04 15:57:43

DOT FIRST RESPONDER INFORMATION		GROSS VOL	MEAS							
UN1203, GASOLINE, 3, PGII ERG#128		8007	GAL							
ONE CARGO TANK										
<b>MAGELLAN</b> <small>MIDSTREAM PARTNERS, L.P.</small>										
EMERGENCY CONTACT NUMBER: 800-451-8346 3E for Magellan										
TERMINAL ADDRESS: 2120 S. 33rd W. Avenue Tulsa, OK 74107  EPA-Facility ID: 4026-80500	CARRIER: HOPKINS TRANSPORTS TULSA, OK  INSURANCE EXP DATE: 2017-05-01 23:59:59.0 VTC: 130									
SUPPLIER: 0407 NGL CRUDE  EPA: 0 PETROEX: 017040 CUSTOMER:	DESTINATION: 001210 TRUMAN ARNOLD FOB TERMINAL TULSA, OK									
GRADE		GRS	NET	ADD	BLN	UOM	GRV	TMP/PSI	MTR	OCT
1C UNLEADED REGULAR DETERGENT ADITIZED FOR UP TO 10% ETHANOL GASOLINE WITH AN "O" IN THE ADD/BLEND COLUMN IS E10: CONTAINS BETWEEN 9 AND 10% VOL ETHANOL.		3503	3464	5	O	GAL	60.855	76.2	3-1	87.0
1C UNLEADED REGULAR DETERGENT ADITIZED FOR UP TO 10% ETHANOL GASOLINE WITH AN "O" IN THE ADD/BLEND COLUMN IS E10: CONTAINS BETWEEN 9 AND 10% VOL ETHANOL.		4501	4454	5	O	GAL	60.856	75.9	3-2	87.0
-----PRODUCT TOTALS (PRD=GROSS, NET)-----										
1C = 8007, 7918										

GASOLINE WITH "O" or "A" SUFFIX IN THE BLN (BLEND) COLUMN IS E10: CONTAINS BETWEEN 9 AND 10 VOL-% ETHANOL. GASOLINE WITH "S" SUFFIX IN THE BLN (BLEND) COLUMN IS E7.8 - CONTAINS UP TO 7.8% ETHANOL. GASOLINE WITH "G" IN THE BLN (BLEND) COLUMN CONTAINS GREATER THAN 10% ETHANOL BLEND. DO NOT BLEND THESE FUELS WITH ETHANOL OR ANY OTHER OXYGENATE. GASOLINE WITH "B" OR "N" SUFFIX IN THE BLN (BLEND) COLUMN IS E0: CONTAINS NO ETHANOL. THIS PRODUCT DOES NOT MEET THE REQUIREMENTS FOR REFORMULATED GASOLINE, & MAY NOT BE USED IN ANY REFORMULATED GASOLINE COVERED AREA. CONTACT THE INVENTORY OWNER AND/OR SUPPLIER OF THIS PRODUCT TO DETERMINE IF IT HAS BEEN RESTRICTED FROM USE IN ANY PRODUCT MARKETED AS E15.  
JET FUEL WITH "4" SUFFIX IN THE ADD (ADDITIVE) COLUMN CONTAINS DEICER ADDITIVE.  
MAGELLAN PIPELINE COMPANY, P.O. BOX 22186, TULSA, OK 74121-2186 EPA #4026  
ENTITY-FACILITY ID 4026-80500

CARRIER CERTIFIES that the CARGO TANK or TANKS, supplied for this shipment is a proper container for the transportation of this commodity. By leaving Magellan property with this document, I acknowledge that if I have been injured while on terminal premises, I have notified Magellan Pipeline personnel of this fact prior to leaving the terminal. I also acknowledge that I was provided a copy of the appropriate Emergency Response Guide(s) with this Bill of Lading.

Jared Sparks  
BADGE/DRIVER: 56881  
Document ID: v1.0



**Invitation For Bid  
TAC 071C – Addendum #2  
Gasoline & Diesel Fuel  
Equipment Management  
Issued: March 21, 2017**

**City of Tulsa,  
Oklahoma**  
Page 31 of 63

**TACenergy**  
**ENERGIZE YOUR FUEL**

TRUMAN ARNOLD COMPANIES  
701 SOUTH ROBISON RD.  
P.O. BOX 1481  
TEXARKANA, TX 75504  
(903) 794-3835/FAX (903) 831-6010

DELIVERED FROM: TULSA HOLLYFRONTIER EAST

INV DATE	INV NUMBER	DUE DATE	TERMS	P O NUMBER	ACCT #	PAGE
12/5/2016	720315	1/4/2017	ACH 30 Days		7890-6	0

DEL DATE/TIME	BOL #	DETAIL	QUANTITY	UNIT PRICE	AMOUNT
12/02/16 17:09	171902	ULSD #2	7,487 GAL	1.563100	\$11,702.93
		FEDERAL SPILL FEE	7,487 GAL	0.001905	\$14.26
		FEDERAL LUST	7,487 GAL	0.001000	\$7.49
		STATE UST FEES	7,487 GAL	0.010000	\$74.87
		INVOICE TOTAL	7,487 GAL		\$11,799.55
INVOICE AMOUNT OF \$11,799.55 DUE ON 1/4/2017					

SHIPPED VIA: HOPKINS TRANSPORT INC

ALL GASOLINE ADDITIZED PER EPA REQUIREMENTS

*One Call One Invoice One Solution. Diesel and DEF from TAC Energy*

BILLED TO:  
CITY OF TULSA  
ATTN: ROBERT FAZENDINE  
480 W. 23RD STREET  
TULSA OK 74107

SHIPPED TO:  
CITY OF TULSA  
3611 N. COLUMBIA  
TULSA, OK





**Invitation For Bid  
TAC 071C – Addendum #2  
Gasoline & Diesel Fuel  
Equipment Management  
Issued: March 21, 2017**

**City of Tulsa,  
Oklahoma**  
Page 32 of 63

8909 HIGHWAY TRANSPORTATION RECEIPT  
HOLLY ENERGY PARTNERS4908 --TULSA--  
1307 W. 35th St.  
TULSA, OK 74107  
Ph: (918)584-5025

SHIPPED TO:		ACCOUNT	CUSTOMER	TRAN	FOLIO	BOL #
TAC ENERGY (TRUMAN ARNOLD) (OK to OK0000416197		0001100278	530	12/002	0171902	
VARIOUS	OK	LOAD START/STOP	PO #	ORDER #		
VARIOUS		12/02/16 17:00				
		12/02/16 17:09				
		BILL OF LADING				

BILLED TO (Transferee):  
TRUMAN ARNOLD  
TEXARKANA  
P O BOX 1481  
TEXARKANA TX 75504

SHIPPER (Transferor):  
HollyFrontier Refining &  
Marketing LLC (EPA ID5053  
2828 N. Harwood/ ste. 1300  
FEIN# 20-2008139  
Dallas TX 75201  
FREIGHT: COLLECT  
TRUCK:243  
TRAILER1:131  
TRAILER2:  
"THIS PRODUCT DOES NOT MEET THE REQUIRE MENTS FOR REFORMULATED GASOLINE AND MAY  
NOT BE USED IN ANY REFORMULATED GASOLINECOVERED AREA." 1 Cargo Tank (s)

METER PRODUCT DESCRIPTION	GROSS	GRAV	TEMP F	NET @60F
NA1993, DIESEL FUEL, 3, III				
"15 ppm sulfur (maximum) Undyed Ultra Low Sulfur Diesel Fuel. For use in all diesel vehicles and engines." 0402 ULS-D2 ULS#2 Diesel	2250	34.8	63.7	2246
"15 ppm sulfur (maximum) Undyed Ultra Low Sulfur Diesel Fuel. For use in all diesel vehicles and engines." 0401 ULS-D2 ULS#2 Diesel	2250	34.8	63.8	2246
"15 ppm sulfur (maximum) Undyed Ultra Low Sulfur Diesel Fuel. For use in all diesel vehicles and engines." 0403 ULS-D2 ULS#2 Diesel	3000	34.8	63.6	2995
TOTAL GALLONS	7500			7487

(CONTINUED ON NEXT PAGE)





**Invitation For Bid  
TAC 071C – Addendum #2  
Gasoline & Diesel Fuel  
Equipment Management  
Issued: March 21, 2017**

**City of Tulsa,  
Oklahoma**  
Page 33 of 63

HIGHWAY TRANSPORTATION RECEIPT  
HOLLY ENERGY PARTNERS4908 --TULSA--  
1307 W. 35th St.  
TULSA, OK 74107  
Ph: (918)584-5025

SHIPPED TO:	ACCOUNT	CUSTOMER	TRAN	FOLIO	BOL #
TAC ENERGY (TRUMAN ARNOLD) (OK to OK0000416197	0001100278	530	12/002	0171902	
VARIOUS	OK	LOAD START/STOP	PO #	ORDER #	
VARIOUS		12/02/16 17:00			
		12/02/16 17:09			
		BILL OF LADING			

BILLED TO (Transferee):  
TRUMAN ARNOLD  
TEXARKANA  
P O BOX 1481  
TEXARKANA TX 75504

SHIPPER (Transferor):  
HollyFrontier Refining &  
Marketing LLC (EPA ID5053  
2828 N. Harwood/ ste. 1300  
FEIN# 20-2008139 TX 75201  
Dallas  
"THIS PRODUCT DOES NOT MEET THE REQUIRE MENTS FOR REFORMULATED GASOLINE AND MAY  
NOT BE USED IN ANY REFORMULATED GASOLINECOVERED AREA." 1 Cargo Tank (s)

FREIGHT: COLLECT

TRUCK:243  
TRAILER1:131  
TRAILER2:

METER	PRODUCT	DESCRIPTION	GROSS	GRAV	TEMP F	NET @60F
-------	---------	-------------	-------	------	--------	----------

(CONTINUED FROM PREVIOUS PAGE)

FOR PRODUCT EMERGENCY SPILL, LEAK, FIRE, EXPOSURE OR ACCIDENT  
CALL CHEMTREC-#CCN201319 1-800-424-9300 FACILITY ID 82444  
This is to certify that the listed materials are properly classified and are in  
regulations of Dept. of Transportation & Interstate Commerce Commission and the

LOADED BY:

RECEIVED BY:

DRIVER: W0651035 Shrum, Keden (Hopkins)  
CARRIER: HPKI Hopkins Transports  
P.O. BOX 691140  
TULSA OK 74169  
Ph: (918)437-6457 FEIN: 73-0555994

I certify that the quantity was  
received as indicated above,  
except as noted.



**Invitation For Bid  
TAC 071C – Addendum #2  
Gasoline & Diesel Fuel  
Equipment Management  
Issued: March 21, 2017**

**City of Tulsa,  
Oklahoma**  
Page 34 of 63

**TACenergy**  
**ENERGIZEYOURFUEL**

TRUMAN ARNOLD COMPANIES  
701 SOUTH ROBISON RD.  
P.O. BOX 1481  
TEXARKANA, TX 75504  
(903) 794-3835/FAX (903) 831-6010

DELIVERED FROM: TULSA HOLLYFRONTIER EAST

INV DATE	INV NUMBER	DUE DATE	TERMS	P O NUMBER	ACCT #	PAGE
12/5/2016	720347	1/4/2017	ACH 30 Days		7890-6	0

DEL DATE/TIME	BOL #	DETAIL	QUANTITY	UNIT PRICE	AMOUNT
12/02/16 16:36	171899	87 E10 HRVP	8,019GAL	1.408500	\$11,294.76
		FEDERAL SPILL FEE	8,019GAL	0.001715	\$13.75
		FEDERAL LUST	8,019GAL	0.001000	\$8.02
		STATE UST FEES	8,019GAL	0.010000	\$80.19
		INVOICE TOTAL	8,019GAL		\$11,396.72

PRODUCT FOR US TRANS OR JET USE. EXPORTERS SUBJECT TO EPA 40 CFR 80.1430  
INVOICE AMOUNT OF \$11,396.72 DUE ON 1/4/2017

SHIPPED VIA: HOPKINS TRANSPORT INC

ALL GASOLINE ADDITIZED PER EPA REQUIREMENTS

*One Call One Invoice One Solution. Diesel and DEF from TAC Energy*

BILLED TO:  
CITY OF TULSA  
ATTN: ROBERT FAZENDINE  
480 W. 23RD STREET  
TULSA OK 74107

SHIPPED TO:  
CITY OF TULSA  
3611 N. COLUMBIA  
TULSA, OK





**Invitation For Bid  
TAC 071C – Addendum #2  
Gasoline & Diesel Fuel  
Equipment Management  
Issued: March 21, 2017**

**City of Tulsa,  
Oklahoma**  
Page 35 of 63

**HIGHWAY TRANSPORTATION RECEIPT**

HOLLY ENERGY PARTNERS4908 --TULSA--  
1307 W. 35th St.  
TULSA, OK 74107  
Ph: (918) 584-5025

SHIPPED TO: ACCOUNT CUSTOMER TRAN FOLIO BOL #  
TAC ENERGY (TRUMAN ARNOLD) (OK to OK0000416197 0001100278 530 12/002 0171899  
VARIOUS  
VARIOUS OK LOAD START/STOP PO # ORDER #

12/02/16 16:27  
12/02/16 16:36  
BILL OF LADING

BILLED TO (Transferee):  
TRUMAN ARNOLD  
TEXARKANA  
P O BOX 1481  
TEXARKANA

TX 75504

SHIPPER (Transferor):  
HollyFrontier Refining &  
Marketing LLC (EPA ID5053  
2828 N. Harwood/ ste. 1300  
FEIN# 20-2008139  
Dallas

TX 75201

FREIGHT: COLLECT

TRUCK:239  
TRAILER1:135  
TRAILER2:

"THIS PRODUCT DOES NOT MEET THE REQUIRE MENTS FOR REFORMULATED GASOLINE AND MAY  
NOT BE USED IN ANY REFORMULATED GASOLINECOVERED AREA." 1 Cargo Tank (s)

METER	PRODUCT	DESCRIPTION	GROSS	GRAV	TEMP F	NET @60F
-------	---------	-------------	-------	------	--------	----------

(CONTINUED FROM PREVIOUS PAGE)

E10:Contains between 9 & 10 vol% ethanol  
RVP does not exceed 10 psi. The 1.0 psi  
RVP waiver applies to gasoline. Do not  
mix with gasoline containing anything  
other than between 9 & 10 vol % ethanol.  
0101 87S10R 87UNL 10% ETH & SINCLAIR

2600 63.2 56.0 2607

TOTAL GALLONS

8000

8019

FOR PRODUCT EMERGENCY SPILL, LEAK, FIRE, EXPOSURE OR ACCIDENT  
CALL CHEMTREC-#CCN201319 1-800-424-9300 FACILITY ID 82444

This is to certify that the listed materials are properly classified and are in  
regulations of Dept. of Transportation & Interstate Commerce Commission and the

LOADED BY:

RECEIVED BY:

DRIVER: 00731772 Hertzog, Thomas (Hopkins)  
CARRIER: HPKI Hopkins Transports  
P.O. BOX 691140  
TULSA OK 74169  
Ph: (918) 437-6457 FEIN: 73-0555994

I certify that the quantity was  
received as indicated above,  
except as noted.





**Tulsa**  
CITY OF  
A New Kind of Energy.

**Invitation For Bid  
TAC 071C – Addendum #2  
Gasoline & Diesel Fuel  
Equipment Management  
Issued: March 21, 2017**

**City of Tulsa,  
Oklahoma**  
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Addendum #1 is published to change the due date and provide a deadline for submitting questions.

*The rest of this page is intentionally left blank*



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NOTICE is hereby given that the CITY OF TULSA, OKLAHOMA will receive sealed Bids for the following:

BID# TAC 071C

DESCRIPTION: Gasoline & Diesel Fuel (**Commodity Code(s): 405-15**)

You are invited to submit a Bid to supply the Goods and/or Services specified above. Invitations for Bid (IFB) will be posted on the City's website at [www.cityoftulsapurchasing.org](http://www.cityoftulsapurchasing.org) or a hardcopy may be obtained at:

City of Tulsa-Purchasing Division  
175 East 2<sup>nd</sup> Street, Suite 575  
Tulsa Oklahoma 74103

**Bids must be received no later than 5:00 PM (CST) on Wednesday, March 29, 2017, and delivered to:**  
**City Clerk's Office**  
**175 East 2<sup>nd</sup> Street, Suite 260**  
**Tulsa Oklahoma 74103**

Bids must be sealed and either mailed or delivered. No faxed or emailed Bids will be considered. Bids received after the stated date and time **will not be accepted and will be returned to the Bidder unopened.**

The Bid Packet consists of (1) this Notice of Invitation for Bid, (2) the Summary Sheet, (3) Form #1, (4) Form #2, (5) Form #3, (6) Form #4, (7) Form #5, (8) Form #6, (9) the Instructions, Terms and Conditions for Bidders, (10) Special Requirements, (11) Technical Specifications and (12) Exhibit A.

Use this checklist to ensure you have properly read and completed all Forms.

- ☐ Notice of Invitation for Bid
- ☐ Summary Sheet
- ☐ Form #1: Bidder Information Sheet. Must be completed.
- ☐ Form #2: Purchase Agreement. **Complete legal name in first paragraph and Notice provision in Section 17.i. Original signature required.**
- ☐ Form #3: Interest Affidavit. Original signature and notarization required.
- ☐ Form #4: Non-Collusion Affidavit. Original signature and notarization required.
- ☐ Form #5: Affidavit of Claimant. Original signature and notarization required.
- ☐ Form #6: Acknowledgment of Receipt of Addenda/Amendments. Must be completed and signed.
- ☐ Instructions, Terms and Conditions for Bidders
- ☐ Special Requirements (Offer Period; Insurance and Bonding; References)
- ☐ Technical Specifications
- ☐ Exhibit A: Bid Form including Delivery and Pricing. This is your Bid. It must be completed or your Bid will be rejected.

**IMPORTANT NOTE: Write the Bid Number, Bid Description (as listed above), and Bid Opening Date on the lower left corner of the outside of your Bid envelope. You must return the entire completed Bid Packet.**



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**SUMMARY SHEET**

**Project Buyer**

If you have any questions or need additional information, contact the assigned Project Buyer:

Patricia Cummings, CPPB

[pcummings@cityoftulsa.org](mailto:pcummings@cityoftulsa.org)

Include **IFB TAC 071C Gasoline & Diesel Fuel** on the subject line.

**Bidder's Notice of Intent to Submit a Bid**

Email the Project Buyer indicating your intent to Bid. Include IFB TAC 071C Gasoline & Diesel Fuel on the subject line of the email. You will receive an email response verifying your notice of intent to bid was received. This same procedure should be followed to request clarification, in writing, of any point in the IFB.

Bidders are encouraged to contact the Project Buyer by email if there is anything in these specifications that prevents you from submitting a Bid, or completing the Bid Packet. **Questions and concerns must be received no later than Friday, March 17, 2017.**

**Issuing of Addenda**

If you received the notice of this IFB from the City as a result of being registered to sell the commodity code(s) on this Bid, you should also receive notice of any addenda issued. If you are not registered with the City to sell the commodities listed herein, you must register as a supplier on the City of Tulsa Purchasing website ([www.cityoftulsapurchasing.org](http://www.cityoftulsapurchasing.org)) to receive notice of any addenda, or to receive notice of any future IFBs.

**Pre-Bid Conference**

If a pre-Bid conference(s) will be held for this IFB, information on that conference will be inserted below:

Date\_\_Time\_\_ Date: Time: Location\_\_

\_\_ Attendance at the Pre-Bid Conference is required to submit a Bid; however Bidders may make arrangements to attend via teleconference in some cases (contact the Project Buyer for details).

\_\_ Attendance is not required to submit a Bid.

**Bid Packet Submission**

The City requires two completed Bid packets: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy". If a copy on electronic media is also required, the line below will be checked.

\_\_ Electronic Copy also required.

Responses to this Invitation for Bid must be made on the forms listed on page 1. The entire completed Bid Packet must be returned or your Bid may be rejected. Do not take exception to any portion of this Bid Packet. Do not make any entries except where required. Do not insert any other documents into the Bid Packet.

**Bid Opening**

All Bid openings are public and take place at 8:30 a.m. Thursday, the day after Bids are due. The Bid openings are held in the City of Tulsa Council Meeting Room, 175 East 2<sup>nd</sup> Street, 2<sup>nd</sup> Floor, Tulsa, Oklahoma.





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**FORM #1  
BIDDER INFORMATION SHEET**

**Bidder's Exact Legal Name:** \_\_\_\_\_  
(Must be Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA)

**State of Organization:** \_\_\_\_\_

**Bidder's Type of Legal Entity: (check one)**

- |  |  |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Liability Company     |
| <input type="checkbox"/> Partnership         | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation         |  |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Other: _____                  |

**Bidder's Address:** \_\_\_\_\_  
Street City State Zip Code

**Bidder's Website Address:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

**Sales Contact:**

Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Legal or Alternate Sales Contact:**

Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_



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**FORM #2 (Page 1 of 4)  
PURCHASE AGREEMENT**

**INSTRUCTIONS:** This document **must** be properly signed and returned or your Bid will be **rejected**. This form constitutes your offer and if accepted by the City of Tulsa will constitute the Purchase Agreement under which you are obligated to perform. Your signature on this document indicates you have read and understand these terms and agree to be bound by them.

**THIS PURCHASE AGREEMENT** is between the CITY OF TULSA, OKLAHOMA, a municipal corporation, 175 East 2<sup>nd</sup> Street, Tulsa, Oklahoma, 74103-3827 (the "City") and:

(Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA) (the "Seller").

**WITNESSETH:**

WHEREAS, the City has approved certain specifications and advertised for or solicited Bids on the following goods or services:

**TAC# 071C-Gasoline & Diesel Fuel**

(the "Goods and/or Services"); and

WHEREAS, Seller desires to provide such Goods and/or Services to City, acknowledges that this document constitutes Seller's offer to provide the Goods and/or Services specified below, and further acknowledges that if executed by the City's Mayor, this document will become the Purchase Agreement for such Goods and/or Services.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

- Documents Comprising the Agreement.** The Bid Packet includes the Notice of Invitation to Bid, the Summary Sheet, Form #1, Form #2, Form #3, Form #4, Form #5, Form #6, the Instructions, Terms and Conditions for Bidders, the Special Requirements, the Technical Specifications, Exhibit A and any addenda or amendments to the Bid Packet. The Bid Packet is incorporated herein by this reference. In the event of conflicting or ambiguous language between this Purchase Agreement and any of the other Bid Packet documents, the parties shall be governed first according to this Purchase Agreement and second according to the remainder of the documents included in the Bid Packet. Seller may submit as part of its Bid additional materials or information to support the Bid. Additional materials or information submitted by Seller which are not ambiguous and which do not conflict with this Purchase Agreement or the other Bid Packet documents are incorporated herein by this reference.
- Purchase and Sale.** Seller agrees to sell City the Goods and/or Services for the price and upon the delivery terms set forth in Exhibit A hereto. City agrees to pay Seller the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of goods or services priced by unit, or (b) the total price for a stated quantity of goods or services, upon (i) delivery of the Goods and/or Services to the City, (ii) the City's Acceptance thereof, and (iii) Seller's submission and City's approval of a verified claim for the amount due. City shall not pay any late charges or fees.
- Irrevocable Offer.** Seller understands and acknowledges that its signature on this Agreement constitutes an irrevocable offer to provide the Goods and/or Services. There is no contract unless and until City's Mayor/Mayor Pro Tem executes this Agreement accepting Seller's Bid. No City officer, employee or agent except the Mayor (or Mayor Pro Tem) has the authority to award contracts or legally obligate the City to any contract. Seller shall not provide any Goods and/or Services to City pursuant to this Agreement before this Agreement is executed by City. If Seller provides any Goods and/or Services to City pursuant to this Agreement before this Agreement is executed by City, such Goods and/or Services are provided at Seller's risk and City shall have no obligation to pay for any such Goods and/or Services.
- Term.** The term of this Agreement shall be effective commencing on the date the Mayor of The City of Tulsa signs the contract. City in its sole discretion may offer Seller an opportunity to renew this Agreement for an additional (4) one (1) year term(s). Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Goods and/or Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) in which such Goods and/or Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
- Warranties.** Seller shall assure that the Goods and/or Services purchased hereunder are covered by all available and applicable manufacturers' warranties for such Goods and/or Services. Seller expressly agrees that it will be responsible for performing all warranty obligations set forth in the Special Requirements for the Goods and/or Services covered in this Agreement. Seller also warrants that the Goods and/or Services will conform to the Technical Specifications and Special Requirements, and further warrants that the Goods and/or Services shall be of good materials and workmanship and free from defects for either a minimum of one (1) year from the date of Acceptance or installation by City, whichever is later, or as **specified in the Special Requirements**, whichever is later. In no event shall Seller be allowed to disclaim or otherwise limit the express warranties set forth herein.
- Warranty Remedies.** City shall notify Seller if any of the Goods and/or Services fails to meet the warranties set forth above, and Seller shall promptly correct, repair or replace such Goods and/or Services at Seller's sole expense. Notwithstanding the foregoing, if such Goods and/or Services shall be determined by City to be defective or non-conforming within the first thirty (30) days after the date of Acceptance by City, then City at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods, shall promptly return such Goods to Seller. Seller shall pay all expenses related to the return of such Goods to Seller.



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7. **Seller Bears Risk.** The risk of loss or damage shall be borne by Seller at all times until the Acceptance of the Goods or Services by City.
8. **No Indemnification by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
9. **Indemnification by Seller.** Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of any nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents.
10. **No Insurance by City.** If City is leasing Goods herein, City shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. City is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).
11. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
12. **Non-Responsive Bids.** Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that its Bid may be rejected as non-responsive. Furthermore, if City accepts Seller's Bid and awards a contract to Seller based on such Bid, City shall not be bound to any exceptions, changes or additions made by Seller, and any terms and conditions added by Seller which are not expressly agreed to by City in writing will be void and of no force and effect and the parties will be governed according to the document precedence set forth in Section 1 above.
13. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws, regulations and standards. Seller is responsible for any costs of such compliance. Seller certifies that it and all of its subcontractors to be used in the performance of this Purchase Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).
14. **Termination.** City, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of City. If this Agreement is so terminated, City shall be liable only for payment for Goods accepted and Services rendered prior to the effective date of termination. City's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.
15. **Price Changes.** The parties understand and agree that the variables in Seller's cost of performance may fluctuate, but any change in Seller's cost of performance will not alter its obligations under this Agreement, nor excuse performance or delay on Seller's part. If the IFB provides that Seller may include a price escalation provision in its Bid, Seller's price escalation provision will be evaluated by City as part of Seller's Bid price when awarding the Bid.
16. **Right to Audit.** The parties agree that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Goods and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Seller is required to retain all records related to this Agreement for the duration of the term of this Agreement and a period of three years following completion and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years after the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
17. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the addresses specified below.
- i. To Seller: \_\_\_\_\_
- To CITY: CITY OF TULSA, City Clerk  
175 E. 2<sup>nd</sup> Street, Suite 260  
Tulsa, Oklahoma 74103
- With a copy to: Patricia Cummings, CPPB  
175 E 2<sup>nd</sup> Street, Suite 575  
Tulsa, Oklahoma 74103
18. **Relationship of Parties.** The Seller is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for the City under this Agreement. No employees, subcontractors or agents of the Seller shall be deemed to be employees of the City for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by the City for its employees. The Seller shall be solely responsible for the payment of all employee wages and salaries, taxes, withholding





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payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship among the parties. No party shall have any right, power or authority to act as a legal representative of another party, and no party shall have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

19. **Third Parties.** This Agreement is between City and Seller and creates no right unto or duties to any other person. No person is or shall be deemed a third party beneficiary of this Agreement.
20. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement.
21. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
22. **Headings.** The headings used herein are for convenience only and shall not be used in interpreting this Agreement
23. **Severability Provision.** If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.
24. **Governing Law And Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. City does not and will not agree to binding arbitration of any disputes.
25. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
26. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise. This Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by City and Seller. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
27. **Multiple Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
28. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:
  - 28.1 Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
  - 28.2 No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
  - 28.3 Any reference to any applicable laws shall be deemed to refer to all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;
  - 28.4 The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
  - 28.5 All words used in this Agreement shall be construed to be of such gender, number or tense as circumstances require.
29. **Minority, Female, and Disadvantaged Business Enterprises and Equal Employment Opportunity.** Each bidder agrees to comply with the terms of Title 5 of Tulsa Revised Ordinances relating to Equal Employment Opportunity and to the utilization of minority, female, disadvantaged and BRIDGE program companies.
30. **Authority to Bind.** The undersigned individual states that s/he has authority to bind Seller to this Agreement, that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement and its incorporated documents.



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**IMPORTANT NOTE: This document must be signed by the proper person as set forth in Instructions, Terms and Conditions for Bidders, paragraph 4. FAILURE TO SUBMIT PROPERLY AUTHORIZED SIGNATURE MAY RESULT IN YOUR BID BEING REJECTED AS NONRESPONSIVE.**

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on the dates set forth below to be effective during the period recited above.

Seller Company Name:

Sign Here ►

ATTEST:

Printed Name:

Title:

Corporate Secretary

Date:

Company Name/Address [Please Print] Address City State Zip Code

( ) - ( ) -  
Telephone Number Fax Number Email Address

**CITY OF TULSA, OKLAHOMA,  
a municipal corporation,**

ATTEST:

By: Mayor

Date:

City Clerk

APPROVED:

Assistant City Attorney



**CITY OF  
Tulsa**  
A New Kind of Energy.

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**FORM #3**

**INTEREST AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

I, \_\_\_\_\_, of lawful age, being first duly sworn, state that I am the agent authorized by Seller to submit the attached Bid. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidder's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidder's business which is less than a controlling interest, either direct or indirect.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Signature  
Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_  
Notary Commission Number: \_\_\_\_\_  
County & State Where Notarized: \_\_\_\_\_

**The Affidavit must be signed by an authorized agent and notarized**





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**FORM #4**

**NON-COLLUSION AFFIDAVIT**

(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, of lawful age, being first duly sworn, state that:  
(Seller's Authorized Agent)

1. I am the authorized agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Bid to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
  - a. to any collusion among Bidders in restraint of freedom of competition by agreement to Bid at a fixed price or to refrain from Bidding,
  - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

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

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Notary Commission Number: \_\_\_\_\_

County & State Where Notarized: \_\_\_\_\_

**The Affidavit must be signed by an authorized agent and notarized**



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**FORM #5**

**AFFIDAVIT OF CLAIMANT**

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct. Affiant further states that the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests and/or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

Company: \_\_\_\_\_

Remit to  
Address: \_\_\_\_\_

City, State  
Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
My commission number: \_\_\_\_\_  
County and State where notarized: \_\_\_\_\_

**The Affidavit must be signed by an authorized agent and notarized**



**CITY OF  
Tulsa**  
A New Kind of Energy.

**Invitation For Bid  
TAC 071C – Addendum #2  
Gasoline & Diesel Fuel  
Equipment Management  
Issued: March 21, 2017**

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**FORM #6**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS**

I hereby acknowledge receipt of the following addenda or amendments, and understand that such addenda or amendments are incorporated into the Bid Packet and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write "None" if applicable).

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**Sign Here ►**

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





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## INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDERS

1. **PURCHASING AUTHORITY.** City issues this Invitation For Bid pursuant to Tulsa City Charter, Art. XII, §14 and Tulsa Revised Ordinances, Title 6, Ch. 4, the provisions of which are incorporated herein.
2. **DEFINITIONS.** The following terms have the following meanings when used in the documents comprising this Bid Packet.
  - A. **“Acceptance”** with respect to a Bid shall mean the City’s selection of a Bid, and award of a contract to the Bidder/Seller.
  - B. **“Acceptance”** with respect to delivery of Goods and/or Services provided under a Purchase Agreement shall mean City’s written acknowledgement that Seller has satisfactorily provided such Goods and/or Services as required.
  - C. **“Addenda” “Addendum” or “Amendment(s)”** shall mean a clarification, revision, addition, or deletion to this Invitation For Bid by City which shall become a part of the agreement between the parties.
  - D. **“Authorized Agent”** means an agent who is legally authorized to bind the Seller under the law of the State in which the Seller is legally organized. An Authorized Agent must sign all documents in the Bid Packet on behalf of the Seller. Under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:
    - o **Corporations** – the president, vice president, board chair or board vice chair can sign; others can sign if they have and provide the City with (i) a corporate resolution giving them authority to bind the Seller, and (ii) a recent corporate secretary’s certificate indicating the authority is still valid.
    - o **General Partnerships** – any partner can sign to bind all partners.
    - o **Limited Partnerships** – the general partner must sign.
    - o **Individuals** – no additional authorization is required, but signatures must be witnessed and notarized.
    - o **Sole Proprietorship** – the owner can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.
    - o **Limited Liability Company (LLC)** – The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement or a member can sign providing the person submits a copy of the authorization with a certificate of the members indicating the authorization is still valid. Entities organized in States other than Oklahoma must follow the law of the State in which they are organized.
  - E. **“Bid”** means the Seller’s offer to provide the requested Goods and/or Services set forth in Exhibit A and any additional materials or information the Seller chooses to submit to support the Bid.
  - F. **“Bidder”** means the legal entity which submits a Bid for consideration by City in accordance with the Invitation For Bid.
  - G. **“Bid Packet”** consists of the following documents (1) the Notice of Invitation for Bid, (2) the Summary Sheet, (3) Form #1, (4) Form #2, (5) Form #3, (6) Form #4, (7) Form #5, (8) Form #6, (9) the Instructions, Terms and Conditions for Bidders, (10) Special Requirements, (11) Technical Specifications, and (12) Exhibit A.
  - H. **“Bid Submission Date”** shall mean the last date by which the City will accept Bids for an Invitation For Bid.
  - I. **“City”** shall mean the City of Tulsa, Oklahoma.
  - J. **“Days”** shall mean calendar days unless specified otherwise.
  - K. **“Primary Seller”** shall mean the Seller whose Bid City selected as the principal supplier of the Goods and/or Services required under this Agreement.
  - L. **“Project Buyer”** shall mean the City’s employee assigned to serve as the contact person for Bidders/Sellers responding to Invitations For Bid or completing contracts herein.
  - M. **“Purchasing Division or Office”** shall mean the City of Tulsa’s Purchasing Division, located at 175 East 2<sup>nd</sup> Street, Suite 575, Tulsa, Oklahoma 74103
  - N. **“Secondary Seller”** shall mean the Seller whose Bid City selected as a back-up supplier in the event the Primary Seller is unable to provide all the Goods and/or Services required.



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- O. **“Seller”** shall mean the Bidder whose Bid City selected and awarded a contract.
- P. **“You” or “Your”** shall mean the Bidder responding to this Invitation For Bid or the Seller whose Bid the City selected and awarded a contract.
- Q. **“Website”** shall mean the City of Tulsa’s website for the Purchasing Division: [www.cityoftulsapurchasing.org](http://www.cityoftulsapurchasing.org).

3. **QUESTIONS REGARDING INVITATION FOR BID.** Questions regarding any portion of this Invitation For Bid must be submitted in writing (sent by mail, fax or email) to the Project Buyer indicated on the Summary Sheet herein. You should submit questions as early as possible and preferably before the pre-Bid conference. Questions and concerns must be received no later than seven (7) days prior to the Bid Packet due date. Any oral responses to questions before the contract is awarded are not binding on City. At City’s discretion, any information or clarification made to you may be communicated to other Bidders that notified City of their intent to Bid if appropriate to ensure fairness in the process for all Bidders. You must not discuss questions regarding the Invitation For Bid with anyone other than the Project Buyer or other Purchasing Division staff or your Bid may be disqualified, any contract recommendation or Acceptance may be rescinded, or any contract may be terminated and delivered Goods returned at your expense and City refunded any payments made.
4. **ORAL STATEMENTS.** No oral statements by any person shall modify or otherwise affect the provisions of this Invitation For Bid and/or any contract resulting therefrom. All modifications, addenda or amendments must be made in writing by City’s Purchasing Division.
5. **EXAMINATION BY BIDDERS.** You must examine the specifications, drawings, schedules, special instructions and the documents in this Bid Packet prior to submitting any Bid. Failure to examine such documents and any errors made in the preparation of such Bid are at your own risk.
6. **ADDENDA OR AMENDMENTS TO INVITATIONS FOR BID.** City may addend or amend its Invitation For Bid at any time before the Bid Submission Date, and any such addenda or amendments shall become a part of this Agreement. City will attempt to send a notification (by fax or email) of any addenda or amendments to those Bidders who have responded to the City’s Project Buyer of their intent to respond to the Invitation For Bid. However, it is your responsibility to inquire about any addenda or amendments, which will be available from the City’s Purchasing Division and its website. You must acknowledge receipt of any addenda or amendments by signing and returning the Acknowledgment of Receipt of Addenda/Amendments form and attaching it to this Invitation For Bid with your Bid. City may reject any Bid that fails to acknowledge any addenda or amendments.
7. **SPECIFICATIONS/DESCRIPTIVE TERMS/SUBSTITUTIONS.** Unless the term “no substitute” is used, the City’s references to a brand name, manufacturer, make, or catalogue designation in describing an item in this Bid Packet does not restrict you to that brand or model, etc. The City may make such references to indicate the type, character, quality and/or performance equivalent of the item desired. However, you are required to furnish the exact item described in your Bid unless a proposed substitution is clearly noted and described in the Bid.
- The parties recognize that technology may change during the period Bids are solicited and subsequent contracts are performed. Therefore, City may at its option accept changes or substitutions to the specifications for Goods of equal or better capabilities at no additional cost to City. In the case of existing contracts, you shall give City 30 days advance notice in writing of any such proposed changes or substitutions. City shall determine whether such items are acceptable as well as any proposed substitute.
- All Goods shall be new unless otherwise so stated in the Bid. Any unsolicited alternate Bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this Bid, may be considered non-responsive and the Bid rejected.
8. **PRICES/DISCOUNTS.** Prices shall be stated in the units and quantity specified in the Bid Packet documents. In case of discrepancy in computing the Bid amount, you guarantee unit prices to be correct and such unit prices will govern. Prices shall include transportation, delivery, packing and container charges, prepaid by you to the destination specified in the Specifications. Discounts for prompt payment will not be considered in Bid evaluations, unless otherwise specified. However, offered discounts for prompt payment will be taken if payment is made within the discount period.
9. **DELIVERY.** All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the Technical Specifications, with all charges prepaid by Seller to the actual point of delivery. Bids must state the number of days required for delivery under normal conditions.



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10. **TAXES.** City is exempt from federal excise and state sales taxes and such taxes shall not be included in the Bid prices.
11. **BID SUBMISSION.** The Bid Packet forms must be prepared in the name of Bidder and properly executed by an Authorized Agent with full knowledge and acceptance of all provisions, in ink and notarized. Bids may not be changed or withdrawn after the deadline for submitting Bids (the "Bid Submission Date"). A Bid is an irrevocable offer and when accepted by City (as evidenced by City's execution of the Purchase Agreement) shall constitute a firm contract.
- A. **BIDS MUST BE SUBMITTED ONLY ON THE BID PACKET FORMS AND SIGNED BY AN AUTHORIZED AGENT. THE ENTIRE BID PACKET MUST BE RETURNED AS RECEIVED WITH ALL FORMS COMPLETED. YOU MAY ATTACH, AFTER EXHIBIT A, ANY DOCUMENTS NECESSARY TO COMPLETELY AND ACCURATELY RESPOND TO THE REQUEST. BIDS MUST BE IN STRICT CONFORMANCE WITH ALL INSTRUCTIONS, FORMS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET.**
- B. Sealed Bids may be either mailed or delivered, but must be received at:  
City of Tulsa – Office of City Clerk  
175 East 2<sup>nd</sup> Street, Suite 260  
Tulsa, Oklahoma 74103
- C. Bids will be accepted at the above address from 8:00 a.m. to 5:00 p.m., Monday thru Friday except for City holidays. City is not responsible for the failure of Bids to be received by the City Clerk's Office prior to the due date and time.
- D. Late Bids will be **rejected**. The Purchasing Agent, in his sole discretion, may make exceptions only for the following reasons:
1. City Hall closed for business for part or all of the day on the date the response was due;
  2. If the City deems it appropriate due to large-scale disruptions in the transportation industry that may have prevented delivery as required.
  3. If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.
- E. **City will not accept faxed Bids**, nor will City accept Bids faxed to the City Clerk, Purchasing Division or Office, or any other City office or employee.
- F. City is not responsible for any of your costs in preparing the Bid response, attending a pre-Bid conference, or any other costs you incur, regardless of whether the Bid is submitted, accepted or rejected.
- G. All Bids must be securely sealed and plainly marked with the Bid Number, Bid Title, and Bid Opening Date on the lower left corner of the outside of the Bid envelope. Your name and address must also be clearly indicated on the envelope.
- H. If submitting multiple options ("Option(s)") to the Invitation for Bid, each will be considered separately requiring each response to be complete and accurate. Each Option must be clearly marked as Option 1 of 3, Option 2 of 3, etc.
- I. The number of copies you must submit is listed on the Summary Sheet in the front of the Bid Packet. However, at a minimum, there will be (1) an original, clearly labeled as such in 1" red letters on the Bid Packet cover page, and (2) a copy for City's Purchasing Division, clearly labeled as such in 1" red letters on the Bid Packet cover page. If binders are used, they must also be labeled.
- J. Multiple boxes or envelopes are permissible, but must not weigh more than 50 pounds. Each box must be labeled as instructed herein and numbered (i.e., Box 1 of 3; Box 2 of 3). **The original must be in Box #1.**
- K. The original and all copies (either paper or electronic) must be identical in all respects. Bids must be completed and submitted in ink or typewritten. Bids written in pencil will be rejected. Any corrections to the Bids must be initialed in ink.
12. **BID REJECTION OR WITHDRAWAL.**
- A. City may reject any or all Bids, in whole or in part.
- B. **A Bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation For Bid or attempts to limit Bidder's liability to the City.**
- C. A Bid may be rejected if Bidder is currently in default to City on any other contract or has an outstanding indebtedness of any kind to City.
- D. City reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids.
- E. Bid withdrawal may only be accomplished by an Authorized Agent requesting the withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.
13. **BID RESULTS.** A tabulation of Bids received will be made available on the City's Purchasing Division website generally within 5 working days after the Bid Opening Date. After a contract award is recommended to the Mayor, a copy of the Bid summary will be available in the City Clerk's Office. Bid results are not provided in response to telephone or email inquiries.





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14. **PURCHASE ORDER.** In the event that the successful Bid is for an amount less than One Hundred Thousand Dollars (\$100,000), and it is determined by the City to be in the best interests of the City, the City, in its sole discretion, may issue a Purchase Order rather than execute the Purchase Agreement to purchase the Goods. If a Purchase Order is issued, however, the terms of the Bid Packet documents, including the Purchase Agreement, will govern the transaction and be enforceable by the City and Bidder/Seller.
15. **CONTRACT AWARD.** If a contract is awarded, it will be awarded to the Bidder that City determines is the lowest secure Bidder meeting specifications. Such Bid analysis will consider price and other factors, such as Bidder qualifications and financial ability to perform the contract, as well as operating costs, delivery time, maintenance requirements, performance data, history of contract relations with City, and guarantees of materials and equipment, as applicable. A complete list of the factors that are considered is set forth in Tulsa Revised Ordinances, Title 6, Ch. 4, §406E. Unless otherwise noted, City reserves the right to award a contract by item, one or more groups of items, or all the items in the Bid, whichever is in City's best interest.
16. **IRS FORM W-9.** If City selects your Bid and awards a contract to you, you will have ten (10) days from notification of the award to provide City with your complete IRS Form W-9.
17. **NOTICE TO PROCEED.** If City accepts your Bid and executes the Purchase Agreement, you shall not commence work until authorized to do so by the Purchasing Agent or his representative. Receipt of a Purchase Order from the City is notice to proceed.
18. **PAYMENTS.** Invoices should be e-mailed to City of Tulsa – Accounts Payable at:

[apinvoices@cityoftulsa.org](mailto:apinvoices@cityoftulsa.org)

Payment will be made Net 30 days after receipt of a properly submitted invoice or the City's Acceptance of the Goods and/or Services, whichever is later, unless City decides to take advantage of any prompt payment discount included in the Bid.

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**SPECIAL REQUIREMENTS**

**1. Irrevocable Offer Period.** You understand and acknowledge that the offer submitted as your Bid is firm and irrevocable from the City's close of business on the Bid Submission Date until 365 days after the Bid Opening Date.

**2. General Liability/Indemnification.** You shall hold City harmless for any loss, damage or claims arising from or related to your performance of the Purchase Agreement. You must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Purchase Agreement. You agree to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the Goods, Services, labor, or materials furnished by you or your subcontractors under the provisions of the Bid Packet documents.

**3. Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Bidder shall deliver all goods to City free and clear of liens. Delivery by Seller to City of goods which are subject to liens under the Purchase Agreement shall be a material breach of the Purchase Agreement and all damages and costs incurred by City as a result of the existence of such liens shall be paid to City by Seller. At City's option, City may return such goods to Seller and Seller shall pay the cost of returning such goods and reimburse City for any payments made for such goods.

**4. Insurance.** If checked "Yes," the following insurance is required: **Yes: X No: \_\_\_\_\_**

Seller and its subcontractors must obtain at Seller's expense and keep in effect during the term of the Purchase Agreement, including any renewal periods, policies of General Liability insurance in the minimum amounts set forth below and Workers' Compensation insurance in the statutory limits required by law.

Personal injury, each person	\$ 175,000.00
Property damage, each person	\$ 25,000.00
Auto Liability, each occurrence	\$1,000,000.00
Personal injury and property damage, each occurrence	\$ 1,000,000.00
Workers' Compensation	(Statutory limits)

**SELLER'S INSURER MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF OKLAHOMA.**

Seller's insurance policy and all certificates of insurance must state that the insurer cannot change or cancel coverage without the insurer first giving 30 days written notice to City of such change, cancellation or termination. You will have 10 days after notification that your Bid was selected for contract award by City to provide proof of such coverage. The Certificate of Insurance must be completed with the following information:

- A. Your name
- B. Insurer's name and address;
- C. Policy number;
- D. Liability coverage and amounts;
- E. Commencement and expiration dates;
- F. Signature of authorized agent of insurer;
- G. Invitation For Bid number.

The completed Certificate of Insurance form should be sent to the assigned Project Buyer reflected on the Summary Sheet of this Bid Packet. An endorsement from the insurer must be obtained by Seller which adds City as an Additional Insured to the policy and states that the insurer will provide City with notice thirty days in advance of termination, cancellation or change in the coverage of the policy. The cancellation clause on your certificate must conform to the endorsement. Any conflict between the endorsement and the certificate is a material breach of the Purchase Agreement and can result in the retraction by City of the award of the Bid to Seller

**5. Bonding.**

**A. Bid Bond.** If the box is checked "Yes," the Bid Bond is required:

**Yes: \_\_\_\_\_ No: X**



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B. **Performance Bond.** If the box is checked "Yes," the Performance Bond is **required**:

Yes:   

No: X

6. **References.** If the box is checked "Yes," References are **required**:

Yes: X

No:        If yes, number required:   3  

For each reference, the following information must be included: Company Name, Contact Name, Address, Phone Number, E-Mail Address, and the nature of their relationship with the Bidder.

*References to be provided on Bidder's Questionnaire*

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**TECHNICAL SPECIFICATIONS**

**INTENT:**

The intent of this Invitation to Bid is to secure competitive sealed bids for the supply of **Gasoline and Diesel Fuel** for the City of Tulsa, Oklahoma, on an annual basis. The City reserves the right to purchase a portion of its annual fuel requirements through other bids or contracts.

**GENERAL:**

Bidder hereby guarantees that it will furnish the City of Tulsa with their full requirement of gasoline and diesel fuel per bid in time of shortage or crisis, providing there are no government restrictions such as an allocation program prohibiting such supply. (\_\_\_\_) initial

**PRICES:**

Prices bid for unleaded gasolines and ULSD products shall be based on the “**Oil Price Information Service**” close of day publication wholesale rack average posting.

Prices bid for Bio-Diesel shall be based on the “**ASTM D6751**” publication posting weekly nearest to the delivery date.

The successful bidder will be required to furnish: (a) the applicable product publications to the City with this bid submission, and (b) be required to provide applicable product publications to the City with each invoice. All product publications are at no additional cost to the City.

**BID CONSTANT:**

The Bid Constant is the amount per gallon the bidder submits as a constant price which together with the Tulsa “OPIS” Daily Rack Average Price per gallon plus the required regulatory taxes/fees is the total cost to the City on any given day for product that is delivered to the City of Tulsa. All products must read four (4) decimal points to the right.

**DELIVERY LOCATIONS: TRANSPORT LOADS**

1. 1720 Newblock Park Drive
2. 420 West 23rd Street
3. 5675 South Garnett (pump off)
4. 10122 E. 11th (pump off)
5. 3411 N. Columbia
6. 4234 N. Mingo
7. 7515 S. Riverside



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**DELIVERIES:**

Deliveries shall be made to the various locations in the City of Tulsa listed in these specifications, and the city reserves the right to add other locations or delete locations during the term of the contract without affecting the contract price.

Orders will be placed by telephone from the City of Tulsa and deliveries shall be made promptly. Should the seller fail to deliver gasoline and or diesel promptly when ordered, the City reserves the right to purchase the gasoline and or diesel elsewhere, in which case any extra cost of purchasing the gasoline and or diesel above the contract price may be charged against the Seller by deducting that amount from any monies which may be due or become due him. Prompt delivery shall mean within 24 hours after placement of phone order by the City.

Seller shall use water paste on stick measurements to check for water prior to delivery. Seller will be required to pump off of their own trucks. Hook ups are common equipment with 3" piping. City will provide additive. Seller will be responsible for adding additive to the fuel at time of delivery.

Sites allow for 24 hour access; deliveries can occur at anytime.

All delivery costs must be included in the bid price.

**FUEL DROP KEYS & BADGE REQUIREMENT:**

The City of Tulsa will provide the Seller a set of two (2) keys to unlock the fuel drop tubes at all City fueling locations. The Seller will be responsible for the security of the two keys. The keys must not be reproduced unless approved by the City of Tulsa EMD Fuel Supervisor. The keys must only be used by Seller's fuel delivery drivers. If one or both keys are lost, the Seller must immediately contact the City of Tulsa EMD Fuel Supervisor.

A security badge will be required to gain access to all City of Tulsa fueling sites. All the Seller's drivers will be required to obtain security badges through the City of Tulsa Security office. An OSBI background check must be obtained for each individual requesting a badge and supplied to the Security office. Seller must provide a list of drivers to the EMD Fuel Supervisor, upon request, prior to obtaining badges. Seller shall notify City of Tulsa Security office immediately upon becoming aware of any lost or stolen badges.

**SECONDARY OR BACK-UP SOURCE:**

The City reserves the right to enter into a contract with the second lowest bidder to be used as a secondary or back-up source. This source would be used in the event of the failure of the primary source's ability to supply the needs of the city, within an acceptable time frame.

**TECHNICAL SPECIFICATIONS  
UNLEADED LOW GRADE GASOLINE (87 OCTANE)**



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<u>TEST</u>	<u>SPECIFICATIONS</u>	<u>METHOD</u>
API Gravity	Report	ASTM D-287
RVP	12.0 max.	ASTM D-323
Color	Undyed	
Dist. % Evap.		ASTM D-86
IBP	--	
10	131 max.	
50	160 min. 260 max.	
90	374 max.	
95	--	
EP	437 max.	
% Rec.	--	
% Res.	2.0 max.	
% Loss	--	
RSH Sulfur Wt. %	.0010 max.	ASTM D-3227
Total Sulfur Wt. %	.1000 max.	ASTM D-3120
RON	Report	ASTM D-2699
MON	Report	ASTM D-2700
R+M/2	87.0 min.	
Gums Mg/100M1	5.0 max.	ASTM D-381
Lead g/gal.	0.05 max.	ASTM D-3237
Corrosion	1 max.	ASTM D-130
V/L @ 20/1	114 min.	ASTM D-2533
Ox. Stability	360 min.	ASTM D-525

**DIESEL FUEL:**

Fuel furnished under this item shall be guaranteed by the supplier to conform to all standards as required by the industry under the designation as Diesel No. 2 ULSD.





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**BIO DIESEL:**

Fuel furnished under this item shall be guaranteed by the supplier to conform to all standards as required by the industry under the designation as B100 – ASTM D6751

**Mandatory Requirements  
(To be initialed by Bidder)**

1. All gasoline fuels shall conform to ASTM D-439-81 Standard Specification and any ASTM revision thereafter. ☐ Yes ☐ No
2. All gasoline fuels shall have a minimum octane (Ron and Mon/2 of 87). ☐ Yes ☐ No
3. All diesel fuel shall conform to ASTM D-975-81 Standard Specification and any ASTM revision thereafter. ☐ Yes ☐ No
4. All diesel fuel shall be blended for climatic conditions at each delivery site. ☐ Yes ☐ No
5. All gasoline and diesel fuels shall have a maximum shelf life of one (1) year.  
☐ Yes ☐ No Shelf Life:  Year(s)
6. All gasoline and diesel fuels shall be guaranteed against any damage to equipment resulting from the proper use of the product. ☐ Yes ☐ No
7. A delivery ticket which indicates the seller's name, address, brand of fuel, grade of fuel and dip stick reading prior to unloading and following unloading shall be provided at the time of each delivery. A bill of lading will also be required at time of delivery. If City of Tulsa representative is not on-site at time of delivery, the delivery ticket and bill of lading shall be submitted with the invoice.  
Will Seller comply? ☐ Yes ☐ No

The City shall only authorize payment for the actual quantity of fuel delivered to each site.

**BIDDER'S QUESTIONNAIRE  
(To be completed by Bidder)**

1. What is the location of your local business office?



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Contact: \_\_\_\_\_ Phone \_\_\_\_\_

**2.** What is the location of your local (Tulsa Area) fuel supply outlet?

\_\_\_\_\_

Contact: \_\_\_\_\_ Phone \_\_\_\_\_

**3.** List the major fuel supplier(s) that you intend to use to satisfy this contract.

Supplier \_\_\_\_\_

Facility Location \_\_\_\_\_

Contact: \_\_\_\_\_ Phone \_\_\_\_\_

Supplier \_\_\_\_\_

Facility Location \_\_\_\_\_

Contact: \_\_\_\_\_ Phone \_\_\_\_\_

**4.** List three (3) local government and/or large business references who can be used to determine the quality of your service and product(s), within the last five (5) years

(1) Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

Contact email: \_\_\_\_\_

Phone #: \_\_\_\_\_

Volume supplied: \_\_\_\_\_

(2) Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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



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Contact email: \_\_\_\_\_

Phone #: \_\_\_\_\_

Volume supplied: \_\_\_\_\_

(3) Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

Contact email: \_\_\_\_\_

Phone #: \_\_\_\_\_

Volume supplied: \_\_\_\_\_

**5.** Do you own your own fuel transporting equipment? \_\_\_\_\_ Yes \_\_\_\_\_ No

**5A.** If No, please list Common Carrier or Transportation Company.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5B.** List equipment to be used for this contact:

<u>Vehicle</u>	<u>Size</u>	<u>Fuel Volume</u>
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____
4) _____	_____	_____
5) _____	_____	_____

**6.** What is the size of your business staff? \_\_\_\_\_ employees.

What is the size of your hauling staff? \_\_\_\_\_ employees.

**7.** If requested, will you provide the City Evaluation Committee with your most recent financial statement or annual report? \_\_\_\_\_ Yes \_\_\_\_\_ No





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8. Bidders agree to provide fuel under any contract resulting from this bid to Tulsa County, and MTTA at contract prices. \_\_\_\_\_ Yes \_\_\_\_\_ No

9. Provide the name(s) and address(es) of your Tulsa area Common Carrier(s).

A. \_\_\_\_\_

B. \_\_\_\_\_

C. \_\_\_\_\_

**INVOICING:**

Each fuel invoice must be formatted in the following manner, and each invoice must be presented to the City of Tulsa with an accompanying O.P.I.S. Standard Rack Price sheet to support the rack average beginning point on the invoice for the corresponding date. (See example below for proper cost breakdown format). Product is to be billed as Net Gallons at City of Tulsa Point of Delivery. Invoices are to be submitted weekly.

Item #	Invoice Item Description	Pricing / Cost	Activity / Origination
1	O.P.I.S. Close of Day Rack Average -Tulsa Region  (Oil Price Information Service)	Gas \$1.519000  Diesel \$1.601200	(Tulsa OPIS cost at 6 decimal places. See attached Tulsa OPIS price sheet, mandatory for each billing invoice) (Varies)
2	Seller's Bid Per Gallon Mark-up/down, + or - to Tulsa OPIS	Gas-0.0073  Diesel \$.0038	Current Contracted Seller's Bid per TAC071B (Constant)
3	Gasoline Spill Tax Per Gallon  ULSD Fuel Spill Tax Per Gallon	\$0.001929  \$0.002143	Federal Mandatory Tax  (Constant)
4	Federal L.U.S.T. Tax Per Gallon	\$0.001000	Federal Leaking Underground Storage Tank Tax (Constant)
5	Oklahoma UST Gas/Diesel Tax Per Gallon	\$0.010000	State of Oklahoma Environmental Indemnity Fund, State determines enforcement period. (Constant)
6	TOTAL - City of Tulsa Contracted Total Price Per Fuel Gallon	Gas \$2.524629  Diesel \$1.618143	Tulsa OPIS Rack Average Per Fuel Gallon, including Seller Mark-up and all Federal and State applicable taxes



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Below, is a sample O.P.I.S. Standard Rack Price sheet.

**OPIS Standard Rack Prices Daily for 02/12/2017 - 02/19/2017**

Date (Daily)	DOW	Conv. Clear Regular RVP 9.0		Conv. Clear Premium RVP 9.0		CBOB Ethanol 10% Regular RVP 9.0	
		Tulsa OK		Tulsa OK		Tulsa OK	
		Net		Net		Net	
		Opis	Average(\$/gal)	Opis	Average(\$/gal)	Opis	Average(\$/gal)
02/13/2017	Mon		1.7047		1.8186		1.5664
02/14/2017	Tue		1.6766		1.7939		1.5346
02/15/2017	Wed		1.6782		1.7966		1.5310
02/16/2017	Thu		1.6704		1.7916		1.5190
02/17/2017	Fri		1.6625		1.7830		1.5169
02/18/2017	Sat		1.6674		1.7899		1.5177

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**EXHIBIT A  
BID FORM INCLUDING DELIVERY AND PRICING**

**1. Delivery.** If your Bid is accepted and a contract is executed, state the number of days you need to deliver the Goods and/or to begin providing Services: \_\_\_\_\_

You must be able to deliver the Goods and/or Services as specified in your Bid. Failure to do so may result in City terminating your contract or canceling the Purchase Order, pursuing collection under any performance bond, as well as seeking any other damages to which it may be entitled in law or in equity.

**2. Pricing .**  
Pick-up and Delivery costs must be included in the bid price.

**(ESTIMATED QUANTITIES FOR EVALUATION PURPOSES ONLY)**

**SECTION 1: TRANSPORT LOAD – BID CONSTANT**

Item	Description	QTY	Unit cost /gal. above or below (+ or -)	Total annual cost
1	Unleaded Gasolines – minimum 87 Octane	1,400,000 gals*	\$ _____ Tulsa OPIS**	
2	ULSD	840,000 gals*	\$ _____ Tulsa OPIS**	
<b>Total Annual Cost – Transport Load</b> <b>(All Costs Must Be Included Or Your Bid Will Be Disqualified)</b>			\$ _____	

\* - Estimated Annual Usage for evaluation purposes only.

\*\* - OPIS is the Oil Price Information Service. “Wholesale” is the current OPIS “Rack Average” Price for this market

Applicable Taxes – Bidder shall provide a unit cost per gallon for any applicable taxes not specifically identified. Tax increases/decreases or elimination thereof during the initial contract period or any renewal thereafter, may be allowed if supplier provides supporting documentation of such a change.

Item	Description - Applicable Taxes	Unit cost per gallon
1	Federal Gas/ULSD #2 Spill Tax Per Gallon	\$0.001929 / \$0.002143
2	Federal L.U.S.T. Tax Per Gallon	\$0.001000
3	Oklahoma UST Gas/ULSD #2 Tax Per Gallon	\$0.010000
4		
5		





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The City would like to take advantage of any prompt payment discount. If you offer such a discount, please provide the % discount and the time requirement for receipt of payment. This will not be considered in the bid evaluation.

\_\_\_\_\_ % discount off invoice

**If Payment received within \_\_\_\_\_ days.**

Bidder's Company Name \_\_\_\_\_

**Authorized Signature Here ►** \_\_\_\_\_

Printed Name: \_\_\_\_\_

**RETURN THIS ENTIRE BID PACKET**