

BILL NO.: 19-1009

ORDINANCE NO.: 19-

INTRODUCED BY: COUNCIL MEMBER (s) Keller

1 **AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND**
2 **SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE**
3 **RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR**
4 **PROPOSALS FOR REBID DELIVERED BULK FUEL 2019; AND**
5 **AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE ANY**
6 **NECESSARY AGREEMENTS OR CONTRACTS TO EFFECTUATE THE**
7 **AWARD OF THE BIDS AND PROPOSALS.**

8 **WHEREAS**, Jefferson County, Missouri, (hereafter, the “County”) in response to
9 certain Invitations for Bids and Requests for Proposals issued by the County, received bids
10 and proposals for the following items or services:

11 BID NAME

12 Rebid Delivered Bulk Fuel 2019

13 **NUMBER OF BIDS RECEIVED**

14 2

15 DATE OF BID OPENING

16 10-1-2019

17 **WHEREAS**, after reviewing the bids and proposals set forth above, the
18 Department of Public Works has determined that certain bids and proposals represent the

FILED

OCT 18 2019

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KEN WALLER
COUNTY CLERK, JEFFERSON COUNTY, MICH.

Jefferson County, Missouri
Contract# 19-10081

- 1 lowest and best bid for the respective items or services and met the bid or proposal
- 2 specifications issued by the County; and

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest
4 of the County to award the bids and proposals to Home Service Oil Company for a term
5 from 11-1-2019 to 10-31-2022 upon approval by the County Council and County
6 Executive for up to \$500,000.00 per year, for total amount not to exceed \$1,500,000.00
7 **for the term**, subject to budgetary limitations.

8 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**

9 **AS FOLLOWS:**

10 Section 1. The County awards the following bids and proposals which are
11 incorporated by this reference as if fully set out herein, to the lowest and best vendor(s)
12 bidding for each respective item or service as follows:

13 BID NAME

14 Rebid Delivered Bulk Fuel 2019

15 TERM

16 11-1-2019 to 10-31-2022

17 With one (1) two-year renewal option

18 Upon approval by the County Council and County Executive

19 AMOUNT

20 Up to \$500,000.00 per year.

21 for total amount not to exceed \$1,500,000.00 for the term,

22 subject to budgetary limitations

AWARDED BIDDER

Home Service Oil Company

3 Section 2. The Jefferson County, Missouri, Council hereby authorizes the
4 County Executive to execute the agreement attached hereto and incorporated herein by
5 Reference as Exhibit "A" and any agreements or contracts necessary to effectuate the
6 award of the bids and proposals set forth in this Ordinance. The County Executive is
7 further authorized to take any and all actions necessary to carry out the intent of this
8 Ordinance.

9 Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses
10 thereto, and any contracts or agreements shall be maintained by the Department of the
11 County Clerk consistent with the rules and procedures for the maintenance and retention
12 of records as promulgated by the Secretary of State.

13 Section 4. This Ordinance shall be in full force and effect from and after its
14 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
15 shall not affect the remainder of this Ordinance.

THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:

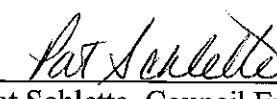
Council Member District 1, Brian Haskins	<u>Yes</u>
Council Member District 2, Renee Reuter	<u>Yes</u>
Council Member District 3, Phil Hendrickson	<u>Yes</u>
Council Member District 4, Charles Groeteke	<u>Yes</u>
Council Member District 5, Tracey Perry	<u>Yes</u>
Council Member District 6, Daniel Stallman	<u>Absent</u>
Council Member District 7, James Terry	<u>Yes</u>

THE ABOVE BILL ON THIS 15th DAY OF October, 2019:

PASSED FAILED



Charles Groeteke, County Council Chair



Pat Schlette
Pat Schlette, Council Executive Assistant

THIS BILL WAS X APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 10th DAY OF October, 2019.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2019.

Dennis J. Gannon
Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

Ken Waller
Ken Waller, County Clerk
BY: Rebekah Sutk

Reading Date: 10-15-2019



JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG

EXHIBIT

PENGAD 800-831-6989

[Signature]

BID #: 19-0081

Invitation for Bid: REBID DELIVERED BULK FUEL 2019

Date Issued: 8-29-2019

BIDS SHALL BE ACCEPTED UNTIL: TUESDAY, OCTOBER 1, 2019 AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

KURT WENGERT
Department of Public Works
636-797-5427
kwengert@jeffcomo.org

**Contract
Contact:**

VICKIE PRATT
Department of Administrative Services
636-797-5380

**Mail (3) Three
Complete Copies
With Vendor And
Bid Information As
Shown In Sample:**

ORDINANCE
No. 19-04169

SAMPLE ENVELOPE

VENDOR NAME

VENDOR ADDRESS

CONTACT NUMBER

DEPARTMENT OF THE COUNTY CLERK

JEFFERSON COUNTY MISSOURI

729 MAPLE ST / PO BOX 100

HILLSBORO MO 63050-0100

SEALED BID: (BID NAME)

Contract Term:

THREE YEAR CONTRACT
WITH ONE TWO YEAR
RENEWAL OPTION
UPON APPROVAL OF THE
COUNTY COUNCIL AND
COUNTY EXECUTIVE

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Bid, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional two-year term with the written consent of the successful Bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor
Information:**

Home Service Oil Company Bryan Boforth
Company Name Authorized Agent (Print)

6910 Front Street P.O. Box 9 *[Signature]*
Address Signature

Barnhart, MO 63012 Executive Vice President
City/State/Zip Code Title

636-464-5266 x110 10-1-19 43-0685457
Telephone # Date Tax ID #

bryang@hsol.com 636-464-6936
E-mail Fax #

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REQUIRED DOCUMENTS

- 1. Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.
(County must be added as additional insured if awarded)**
- 2a. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)
Obtain receipts at <http://jeffersonmo.devnetwedge.com>**
- Or**
- 2b. A notarized affidavit, on company letterhead stating that the applicant does not own any real or personal property in Jefferson County, Missouri.**
- 3. A Notarized affidavit of work authorization and current business entity status with E-verification documentation. (pages 9 & 10)**
- 4. Agreement to be executed by the County upon approval by the County Council and County Executive. (Bidder is required to complete company information and execute signature)**
- 5. Cooperative Bid Form (last page)**
- 6. All pages of the Invitation for Bid/Request for Proposal must be used when submitting your bid/proposal response along with initialing each page with the bid/proposal. Additional information may be included separately.**
- 7. Bid deposits/bonds must be in the exact amount as stipulated in the bid. (if required)**

***BIDS MAYBE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED AT DISCRETION OF THE COUNTY**



1.0 BID REQUIREMENTS

Bidder shall initial all pages and return where the Bid Document denotes "BIDDER'S INITIALS: _____"

1.1 BID SUBMISSION:

Submit bid form in original (one original) and two (two copies) with all specification pages, if applicable. No facsimile or electronic bids shall be accepted and shall be rejected. The Vendor prior to the submission dead line as stated on page 1 must submit all bids. Late bids will not be accepted and returned to the vendor unopened. The County reserves the right to request additional written or oral information from Respondents in order to obtain clarification. A fully executed Affidavit is required by Section 285.530 RSMo., and shall be submitted with the bid form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the bid being rejected. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

1.2 BASIS OF BID AWARD:

Award may be made on an item-by-item basis to the lowest and best Bidder(s) or award may be made to the lowest and best bid total, whichever provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or any other reason deemed to be in the best interest of the County. Quantities stated herein represent an estimate for the period stated. Orders shall be placed for actual requirements as needed. The County may reject any or all bids for any reason and may waive any informality. Bids submitted from a Missouri State Contract shall include a copy of the State Contract with the bid. Bid award does not constitute an order or obligation to order by the County. The issuance of a Purchase Order Number shall be construed as acceptance of a Contract with all terms, conditions, and prices firm during the length of the agreement terms.

1.3 BID AWARD:

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no Bid or Bids have been awarded by the County Council within forty-five (45) days following the opening of the bids then all bids will be deemed Rejected.

1.4 BID PREPARATION:

1. Bidders are responsible for examination of drawings, specifications, schedules and instructions. Failure to do so will be at the Bidder's risk.
2. Each Bidder shall furnish the information required by the invitation. The Bidder shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate bids for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Bidder shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the invitation for bid.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

1.5 MODIFICATION OR WITHDRAWAL OF BIDS:

Bids may be modified or withdrawn prior to the exact hour and date specified for receipt of bids, provided the modification or withdrawal is in writing and is delivered in the same manner as a bid submission.

1.6 LATE BIDS:

It is the responsibility of the Bidder to deliver his bid or bid modification on or before the date and time of the bid closing to the Department of the County Clerk. Bids received late will be rejected and returned unopened to the Bidder.

1.7 BID DEPOSITS/BONDS:

Bid Deposits/Bonds are not required unless specified in the specifications. Bid deposits/Bonds must be in the exact amount as stipulated in the bid.

1.8 MATERIAL AVAILABILITY:

Bidders must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the Bidder to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

1.9 ALTERNATE BIDS:

Alternate Bids for items will be accepted except when stated "NO SUBSTITUTIONS". Bidders must submit complete specifications on all alternate bids with the bid form. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. The County may accept or reject alternate bids; whatever is most advantageous to the County.



1.10 INCORPORATION OF DOCUMENTS:

The terms of the Bid Invitation, Bid Specifications, Bid Form are and shall be incorporated into the contract as if fully setout therein. The Bid, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

1.11 ADDENDA:

Addenda to bid specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of bid forms. Verification is made by contacting the Office of Contracts and Grants at (636) 797-5380, or by reviewing the County Web Site. (www.jeffcomo.org).

1.12 INSURANCE:

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at its own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. (X)Required () Not Required **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. (X)Required () Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

C. (X)Required () Not Required **Worker's Compensation Insurance:
per Missouri Revised Statutes Chapter 287**

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

1.13 BID SUBMISSIONS

Bids submitted on separate forms are NOT acceptable unless specified in the Bid Document. Failure to complete bid forms to the satisfaction of the County may result in rejection of your bid. It is the responsibility of each Bidder before submitting a bid to examine ALL documents thoroughly, and request written or oral interpretation of clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Request for clarification must be received prior to bid openings.

1.14 BID OPENINGS

Bids will be publicly opened and read aloud at the time indicated on page 1. The Bidders and the public are invited but not required to attend the formal opening of the bids. No decisions relating to the award of a contract or agreement will be made at the opening.

1.15 BID TABULATIONS

Bid Tabulations are not available for 5 to 7 business days following the Bid Opening. Bid submissions are open for public review at the time of the Bid Opening. Bid tabulations are posted on the County's web-site address, www.jeffcomo.org. **NO COPIES** of bid tabulations are sent to vendors.

2.0 BID RESPONSE AND CONTRACT**2.1 BIDDER REPRESENTATIONS:**

The Bidder, by executing the Bid form certifies that:

- A. The bid complies with Invitation for Bid form and Bid Specifications.
- B. Bidder is not debarred or suspended from participation in Federal Assistance programs.

2.2 TAXES:

No bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective Bidder is required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

2.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

- A. The prices in the bid shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Bidder or other person.
- B. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Bidder prior to opening.
- C. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid.

2.4 PRICE:

The price(s) specified in this bid shall be firm and not subject to contingency or reservation. If the Vendor fails to honor stated prices as submitted in the Bid Form or Contract, the County reserves the right to obtain the same items from the next lower vendor who submitted a bid price for the item. The original vendor shall be responsible for the difference in price and required to make restitution to the County for the difference in price. The Bidder represents prices specified in the bid do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the Bidder's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Bid prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.**

2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Bidder represents that the goods provided comply with Sections 34.350 to 34.359, RSMo., known as the Domestic Product Procurement Act. The Act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Bidder shall include proof of compliance with the Act with the bid when requested.



2.6 NON-EXCLUSIVE AGREEMENT:

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

2.7 DEFINITIONS:

- A. The term "County" means the Jefferson County, Missouri and its designated representatives.
- B. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
- C. The term "IFB" means Invitation for Bid.
- D. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

2.8 INSPECTION, ACCEPTANCE AND APPROVALS:

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

2.9 WARRANTY:

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

2.10 PAYMENT:

County will pay Supplier for goods upon delivery to, submission of certified invoices with attached tipping fee receipts and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

2.11 CHANGE ORDER:

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

2.12 DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the bid specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

2.13 RESPONSIBILITY FOR SUPPLIES:

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

2.14 SUBCONTRACTS:

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

2.15 CHOICE OF LAW:

This bid and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

2.16 TERMINATION:

- A. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County with a thirty (30) day written notice. The Vendor may terminate the Agreement/Contract upon a sixty (60) day prior notice in writing. In the event of any termination of the Agreement/Contract by the Vendor, the County may purchase such supplies and/or services similar to those terminated and for the duration of the Agreement/Contract period the Vendor will be liable for all costs in excess of the established contract pricing.
- B. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability. The County may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.
- C. **Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the Bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.**
- D. Default: County may terminate the whole Contract or any part in either of the following circumstances:
 - D-1. If supplier fails to deliver the items required by the contract within the time specified; or
 - D-2. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
 - D-3. In the event of the Supplier's non-compliance with the provisions as set forth, this Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

2.17 NOTICE AND SERVICE THEREOF:

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the bid form.

2.18 CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Invitation for Bid, Bid Specifications, Bid Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

2.19 COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended, including provisions of the Home Rule Charter of Jefferson County, Missouri requiring all workers



performing work under any contract with Jefferson County be paid a wage that is at least the prevailing hourly rate of wages for work of a similar character in Jefferson County.

2.20 ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

2.21 SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

2.22 APPROVAL:

It is agreed the acceptance of a Bid shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council, and the County Counselor.

2.23 RENEWAL OPTION:

The County reserves the right to negotiate the contract for one (1) additional two-year term with the written consent of the awarded vendor. If the contractor/vendor requests an increase in compensation for any renewal period, the vendor shall notify the Office of Contracts and Grants no less than 60 days prior to the end of the contract period. The County shall notify the Vendor of the intent to exercise the renewal option. However, failure to notify the Vendor does not waive the County's right to exercise the renewal option.

Indicate: [] Individual: [] Partnership: Corporation.

2.24 INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Incorporated in the State of Missouri.

2.25 LITIGATION:

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

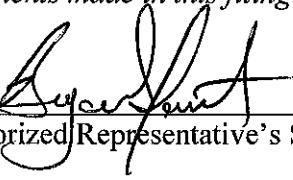
2.26 LANGUAGE: Bids and all related documents will only be accepted in the English Language.

AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo. definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Bryan Goforth (Name of Business Entity Authorized Representative) as Executive Vice President (Position/Title) first being duly sworn on my oath, affirm Home Service Oil Company (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to Reb'd Delivered Bulk Fuel 2019 (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Home Service Oil Company (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to Reb'd Delivered Bulk Fuel 2019 (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)


Authorized Representative's Signature

Bryan Goforth
Printed Name

Executive Vice President
Title

10-1-19
Date

Subscribed and sworn to before me this 1st of October, 2019 I am

(DAY)

(MONTH, YEAR)

commissioned as a notary public within the County of Jefferson, State of

(NAME OF COUNTY)

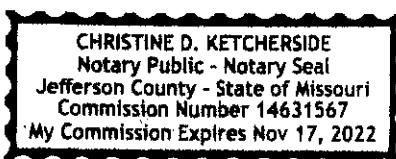
Missouri and my commission expires on Nov. 17, 2022.

(NAME OF STATE)

(DATE)

Christine D. Ketcherside
Signature of Notary

10-1-19
Date

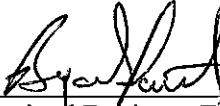


AFFIDAVIT OF WORK AUTHORIZATION
(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Home Service Oil Company (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo., pertaining to section 285.530, RSMo., as stated above.

Bryan Bobrath
Authorized Business Entity
Representative's Name
(Please Print)



Authorized Business Entity
Representative's Signature

Home Service Oil Company
Business Entity Name

10-1-19
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;
- AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

Delivered Bulk Fuel Specifications

This specification is for bulk fuel delivery at the following locations in Jefferson County:

Highway Department Maintenance Shed at 5275 Highway B in Hillsboro, MO
Highway Department Maintenance Shed at 2960 Lee Pyle Road in Desoto, MO
Highway Department Maintenance Shed at 6460 Highway MM in House Springs, MO
Standby Generators at Jefferson County Jail and Jefferson County Courthouse

Vendor will be required to:

1. Provide a one card system with pin numbers for controlled access. Primarily County Highway will utilize up to 150 employees and up to 200 vehicle/equipment cards. System shall have communications to a central office and to provide 24-hour access to allow authorized changes. The bidder must supply and maintain the card reader system and be responsible for any costs associated with resetting the card reader system.
2. Provide fuel and utilize the County's existing retail fuel tanks at each Highway Maintenance Shed location. Each site has tanks for 2000 gal diesel and 1000 gal unleaded. Current fuel usage is approximately 20,000 gal unleaded gasoline and 115,000 gal diesel per year. Fuel will be branded or unbranded. An 80/20-winter blend for diesel is required from November through March, or a diesel anti-gel agent such as Arctic Express is required. Diesel shall be ultra-low sulphur. The County owns and maintains the tanks and pumps.
3. System must provide near flawless reliability to the extreme conditions of heat, cold, rain, snow, ice, dust, and rough use. Maintenance service shall be available to restore system operations within less than 8 working hours. During snow removal and other emergency conditions, the County Highway Fleet will operate on a continuous 24 hour basis, 7 days a week, until emergency is over.
4. Fuel provider must keep the tanks at each Highway Maintenance shed and the standby generator tanks always at least half full. Deliveries of bulk fuel must be at intervals to ensure that fuel is always available to the users.
5. Fuel provider shall use the St. Louis rack location of OPIS as the basis for the bid. Bid amount should be the margin above the OPIS for consideration.



Contract Bid Prices for Delivered Bulk Fuel

Card Reader System:

One-time Cost to install/maintain system \$ No Cost

Diesel:

Margin above OPIS St. Louis \$ 0.18 /gal

Regular Unleaded

Margin above OPIS St. Louis \$ 0.18 /gal



In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____ day of _____ 2019:

Home Service Oil Company
Company Name

Bryan Borch
Signature
Bryan Borch
Print

County of Jefferson, State of Missouri

Dennis J. Gannon
Dennis J. Gannon, County Executive

Company Address: _____
6910 Front Street | P.O. Box 9
Barnhart, MO 63012
Phone: 636-464-5266 x110

I hereby certify under section 50.660 RSMo., there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

Kristy C. April
County Auditor

APPROVED AS TO FORM

J.D.
County Counselor

BS
Bidder's Initials

COOPERATIVE BID FORM

Bid Name: Rebird Delivered Bulk Fuel 2019

INSTRUCTIONS: Bidders MUST fill out this form as part of the bidding process and attach to your bid response to Jefferson County, Missouri.

COOPERATIVE PROCUREMENT CONTRACT

This is a cooperating supply contract in accordance with Chapter 130, Section 130.020. K.3., of the Procurement Policy and Procedures, Jefferson County Code of Ordinances.

Will you extend bid prices, cash terms, and all other terms and conditions of any contract resulting from this bid with Jefferson County, Missouri, to any Jefferson County, Missouri, Municipality, government agency, district, sub-district or other tax-supported entity?

Yes X No _____

Although agreeing to the extension of the terms of this contract to municipalities or other tax-supported entities, *is not a prerequisite for award*, Jefferson County, Missouri, may take this factor into consideration if tie bids are received, in addition to the normal Terms and Conditions of the Invitation for Bid, enclosed herewith as a part of this bid.

Bidders are encouraged to extend contract prices to Municipalities and any other tax-supported entities.

If agreeable to the above, state the minimum dollar value *per order* you will require from a Municipality or any other tax-supported entity (this shall not apply to Jefferson County, Missouri Government, Departments or Divisions):

MINIMUM DOLLAR VALUE PER ORDER: \$ Negotiable

BY: Bryan Gobarth

TITLE: Executive Vice President

COMPANY: Home Service Oil Company

CONTACT INFORMATION FOR COOPERATIVE AGREEMENT

Phone 636-464-5266 x110 E-mail bryang@hsoil.com

THIS FORM WILL BECOME PART OF THE BID DOCUMENT PACKAGE SUBMITTED TO JEFFERSON COUNTY, MISSOURI



HOME SERVICE OIL COMPANY
JEFFERSON COUNTY "DELIVERED BULK FUEL 2019" BID

"ATTACHMENTS AND SPECIFICATIONS SHEETS TO FOLLOW"

Fleet Card Fueling Locations

Attachment A

EXPRESS MART ARNOLD 1919 Richardson Rd. Arnold, MO 63010 Phone: 636-467-2077 Hours: 24/7 **Emergency Backup Generator	EXPRESS MART BARNHART 7017 Hwy 61-67 Barnhart, MO 63012 Phone: 636-467-6666 Hours: Sunday: 7am - 9pm Mon-Thur: 5am - 11pm Friday: 5am - 11pm Saturday: 6am - 11pm	EXPRESS MART BARNHART WEST 1621 Marriott Lane Barnhart, MO 63012 Phone: 636-464-2665 Hours: Sunday: 6am - 10pm Mon-Thurs: 5am - 10pm Friday: 5am - 11pm Saturday: 6am - 11pm
EXPRESS MART CEDAR HILL 8200 Industrial Drive Cedar Hill, MO 63116 Phone: 636-285-7000 Hours: 24/7 *CAR WASH **Emergency Backup Generator	EXPRESS MART SECKMAN 2865 Seckman Road Imperial, MO 63052 Phone: 636-282-1118 Hours: 24/7 *CAR WASH	EXPRESS MART FESTUS 999 West Gannon Drive Festus, MO 63028 Phone: 636-937-3419 Hours: 24/7 *CAR WASH
EXPRESS MART FESTUS WEST 801 Collins Dr. South Festus, MO 63028 Phone: 636-933-1770 Hours: Sunday: 5:30am - 10pm Mon-Fri: 4:30am - Midnight Saturday: 5:30am - Midnight	FISH'S QUICK STOP 12973 Hwy 21 Desoto, MO 63020 Phone: 636-586-2929 Hours: 24/7	EXPRESS MART HILLSBORO 900 Peach Tree Plaza Dr. Hillsboro, MO 63050 Phone: 636-789-5695 Hours: 24/7 *CAR WASH **Emergency Backup Generator
EXPRESS MART I-55 – TRUCKSTOP 1707 Hwy Z Pevely, MO 63070 Hours: 24/7	LIBERTY PETROLEUM 3625 Athena School Road Desoto, MO 63020 Phone: 636-586-5166 Hours: Sunday: 5:30am - 11pm Mon-Fri: 3:30am - 11pm Saturday: 4:30am - 11pm	ROYALZ GROUP (OLD EM OTTO) 5701 Hwy 21 House Springs, MO 63051 Phone: 636-942-3215 Hours: Sunday: 5am - 11pm Mon-Thurs: 5am - 11pm Fri-Sat: 5am - Midnight
EXPRESS MART POTOSI 602 East High Street Potosi, MO 63664 Phone: 573-436-8697 Hours: Sunday: 8am - 8pm Mon-Sat: 4am - 10pm	RUDR 4635 Gravois Road House Springs, MO 63051 Phone: 636-371-1066 Hours: Sunday: 5am - 11:30pm Mon-Thurs: 5am - Midnight Friday: 5am - 12:30am Saturday: 5am - 12:30am	CITY TRUCKSTOP 8430 Hall St St. Louis, MO 63147 Phone: 314-869-5169 Hours: 24/7
SAX'S SPEEDI CHEK 1040 W Main St Mascoutah, IL 62258 Phone: 618-566-2977 Hours: Sun-Sat: 5am - 11pm	ZINGERS MART *Coming Soon! 1502 Jeffco Blvd Arnold, MO 63010 Phone: 636-287-3100 Hours: 24/7	INGRAMS MARKET 3812 Hwy Z Hillsboro, MO 63050 Phone: 636-933-0338 Hours: Sun-Sat: 5am - 10pm

HOME SERVICE OIL COMPANY
JEFFERSON COUNTY "DELIVERED BULK FUEL 2019"
FOR
COMMERCIAL SERVICE STATION LOCATIONS

***CAR WASH DISCOUNT PRICING**

All Commercial Service Station locations that offer a car wash facility as noted on Attachment A, will provide to the Jefferson County Fleet our "Express Wash" for \$3.00

Any other car wash that is desired will be discounted \$2.00 off of the pricing w/fuel purchase schedule as posted at each location.

**All antennas should be removed prior to entering car wash so to keep from damaging car wash equipment or antenna. Home Service Oil Company and the specific site location is not responsible for damage due to antennas being left on and up.*

HOME SERVICE OIL COMPANY
JEFFERSON COUNTY "DELIVERED BULK FUEL 2019" BID
FOR
COMMERCIAL SERVICE STATION LOCATIONS

****EMERGENCY BACK UP GENERATORS**

Commercial Service Station locations that have Emergency Back Up Generators strategically placed around the County to ensure continuous operation even in the most inclement weather as noted on Attachment A.

HOME SERVICE OIL COMPANY
JEFFERSON COUNTY "FUEL RETAIL PURCHASES 2019"
FOR
COMMERCIAL SERVICE STATION LOCATIONS

"FOUNTAIN DRINKS AND COFFEE"

**Commercial Service Station location will ALL provide FREE fountain drinks and coffee to all ON DUTY Sheriff Officers*

***The Express Mart Hillsboro location – 900 Peach Tree Plaza Drive, Hillsboro, MO will provide medium fountain drinks and coffee to any Jefferson County employee for \$0.75*

HOME SERVICE OIL
P.O. BOX 9
BARNHART, MO 63012
Phone: (636) 464-5266

INVOICE #	3396356
INVOICE DATE	07/08/2019
DUUE DATE	07/23/2019
TOTAL DUE	\$ 7,231.36
TERMS	Net 15
ACCOUNT #	37180118

JEFFERSON COUNTY PUBLIC WORKS
CONTRACT# C18LOCALFUEL
PO BOX 100
HILLSBORO, MO 63050

CONTAINS TRANSACTIONS FOR THIS REPORTING PERIOD: 05/23/2019 - 07/07/2019

PRODUCT	QUANTITY	BASE PRICE	FEDERAL TAX	STATE TAX	OTHER TAXES	TOTAL
Car Wash	2.000	\$12.00	\$0.00	\$0.00	\$0.00	\$12.00
Clear Diesel	2,363.636	\$5,053.48	\$2.36	\$411.75	\$0.00	\$5,467.59
Discount	2.000	-\$6.00	\$0.00	\$0.00	\$0.00	-\$6.00
Premium	17.709	\$47.27	\$0.02	\$3.08	\$0.00	\$50.37
Regular	705.944	\$1,583.72	\$0.71	\$122.98	\$0.00	\$1,707.40
Total	3,091.289	\$6,690.47	\$3.09	\$537.81	\$0.00	\$7,231.36

Transaction Detail for Customer: 37180118 - JEFFERSON COUNTY PUBLIC WORKS

DATE	TIME	AUTH#	LOCATION	DRIVER	MISC PROMPTS	ODOM	MILES	MPG	PRODUCT	QTY	NET PRICE	TAXES	TOTAL AMOUNT
00255 - 18 I-H DUMP 6018234													
07/02	15:02	3366	East Shed	G HITE		200000	0		Clear Diesel	66.110	2.313200	11.582472	\$152.93
					Miles:	0			Total Fuel:	66.110			\$152.93
									Total Non-Fuel:	0.000			\$0.00
												Card Total:	\$152.93
00263 - 99 FORD F350 4099812													
07/03	07:14	11400290715	Express Mart Hillsboro	D HILL		32245	0		Clear Diesel	4.992	2.313200	0.874598	\$11.55
07/03	07:22	11100290719	Express Mart Hillsboro	D HILL		1342	0		Clear Diesel	14.643	2.313200	2.565454	\$33.87
					Miles:	0			Total Fuel:	19.635			\$45.42
									Total Non-Fuel:	0.000			\$0.00
												Card Total:	\$45.42
00271 - 01 SWEEPER 4001146													
07/01	13:38	1866	North Shed	T OBERMANN		76930	0		Clear Diesel	81.600	2.313200	14.296320	\$188.76
07/03	13:26	1887	North Shed	T OBERMANN		77124	194	10.0	Clear Diesel	19.400	2.313200	3.398880	\$44.88
					Miles:	194			Total Fuel:	101.000			\$233.64
									Total Non-Fuel:	0.000			\$0.00
												Card Total:	\$233.64
00285 - 03 ELGIN SWPR 4003144													
07/02	14:37	3363	East Shed	M COLEMAN		68585	0		Clear Diesel	99.520	2.313200	17.435904	\$230.21
07/03	13:20	1886	North Shed	M COLEMAN		68626	41	3.3	Clear Diesel	12.300	2.313200	2.154960	\$28.45
					Miles:	41			Total Fuel:	111.820			\$258.66
									Total Non-Fuel:	0.000			\$0.00
												Card Total:	\$258.66
00291 - 05 FRD ESCAPE 1005130													
07/02	13:58	00300280705	Express Mart Hillsboro	J HAMILTON		139680			Car Wash	1.000	6.000000	0.000000	\$6.00

Driver List

HOME SERVICE OIL

JEFFERSON COUNTY CODE ENFORCEMENT 3718011607

Driver No	First Name	Last Name	Status	PIN	Created On	Created By	Last Changed On	Last Changed By
834 A		BARBATO	Active	1529	1/26/2018 4:41:00 PM	IMPORT		
361 A		BATTREAL	Inactive		1/26/2018 4:41:00 PM	IMPORT	3/21/2018 12:29:00 PM	Courtney McKinley
920 A		BRITTINGHAM	Active	1716	1/26/2018 4:41:00 PM	IMPORT		
983 A		DAVIS	Active	6310	1/26/2018 4:41:00 PM	IMPORT		
407 A		DENNIS1	Active	1345	1/26/2018 4:41:00 PM	IMPORT		
951 A		DENNIS2	Active	1745	1/26/2018 4:41:00 PM	IMPORT		
950 A		DUING-DAVIS	Active	6180	1/26/2018 4:41:00 PM	IMPORT		
870 A		GODI	Active	1522	1/26/2018 4:41:00 PM	IMPORT		
1006 A		GONZALES	Active	1797	1/26/2018 4:41:00 PM	IMPORT		
918 A		GONZOLED	Active	1718	1/26/2018 4:41:00 PM	IMPORT		
1010 A		GRIFFON	Active	1792	1/26/2018 4:41:00 PM	IMPORT		
459 A		HARRISON	Inactive		1/26/2018 4:41:00 PM	IMPORT	3/21/2018 12:30:00 PM	Courtney McKinley
464 A		HESS	Active	1977	1/26/2018 4:41:00 PM	IMPORT		
926 A		KAUSLER	Active	1726	1/26/2018 4:41:00 PM	IMPORT		
513 A		LAMBING	Active	1219	1/26/2018 4:41:00 PM	IMPORT		
833 A		LAMBRICH	Active	1528	1/26/2018 4:41:00 PM	IMPORT		
1008 A		LEHAN	Active	4992	1/26/2018 4:41:00 PM	IMPORT		
541 A		MASTERSN	Active	1129	1/26/2018 4:41:00 PM	IMPORT		
546 A		MCKENZIE	Active	1033	1/26/2018 4:41:00 PM	IMPORT		
891 A		MONROE	Active	1594	1/26/2018 4:41:00 PM	IMPORT		
3029 A		NEWMAN	Active	8740	7/3/2019 5:49:00 PM	Dustin Maxey		
894 A		OCHOA	Active	1596	1/26/2018 4:41:00 PM	IMPORT		
582 A		PEIFER	Inactive		1/26/2018 4:41:00 PM	IMPORT	3/21/2018 12:30:00 PM	Courtney McKinley
936 A		POPE	Active	2288	1/26/2018 4:41:00 PM	IMPORT		
973 A		RAVEN	Active	1761	1/26/2018 4:41:00 PM	IMPORT		
941 A		RICE	Active	1734	1/26/2018 4:41:00 PM	IMPORT		
618 A		RICHEY	Active	4745	1/26/2018 4:41:00 PM	IMPORT		
839 A		RUDD	Active	2555	1/26/2018 4:41:00 PM	IMPORT		
1005 A		SIDES	Active	1006	1/26/2018 4:41:00 PM	IMPORT		
815 A		SUTTON	Active	5224	1/26/2018 4:41:00 PM	IMPORT		
817 A		WATERS	Inactive		1/26/2018 4:41:00 PM	IMPORT	3/21/2018 12:30:00 PM	Courtney McKinley
1013 A		WATTS	Active	1799	1/26/2018 4:41:00 PM	IMPORT		
1004 A		WILFONG	Active	1789	1/26/2018 4:41:00 PM	IMPORT		
1034 AMY		NAVY	Active	8741	1/26/2018 4:41:00 PM	IMPORT		
1025 B		BARLEY	Active	8717	1/26/2018 4:41:00 PM	IMPORT		
953 B		BRASHER	Active	6196	1/26/2018 4:41:00 PM	IMPORT		
971 B		BRIDGES	Inactive		1/26/2018 4:41:00 PM	IMPORT	3/21/2018 12:33:00 PM	Courtney McKinley
804 B		CLOUSE	Active	1506	1/26/2018 4:41:00 PM	IMPORT		
1035 B		COLEMAN	Active	5689	1/26/2018 4:41:00 PM	IMPORT		
3023 B		DONNELL	Active	9124	4/25/2019 5:21:00 PM	Diana Haverstick		
421 B		DUNN	Active	1119	1/26/2018 4:41:00 PM	IMPORT		
905 B		FEHR	Active	6012	1/26/2018 4:41:00 PM	IMPORT		
441 B		GERARD	Inactive		1/26/2018 4:41:00 PM	IMPORT	3/21/2018 12:33:00 PM	Courtney McKinley
443 B		GUERTZGEN	Active	5115	1/26/2018 4:41:00 PM	IMPORT		

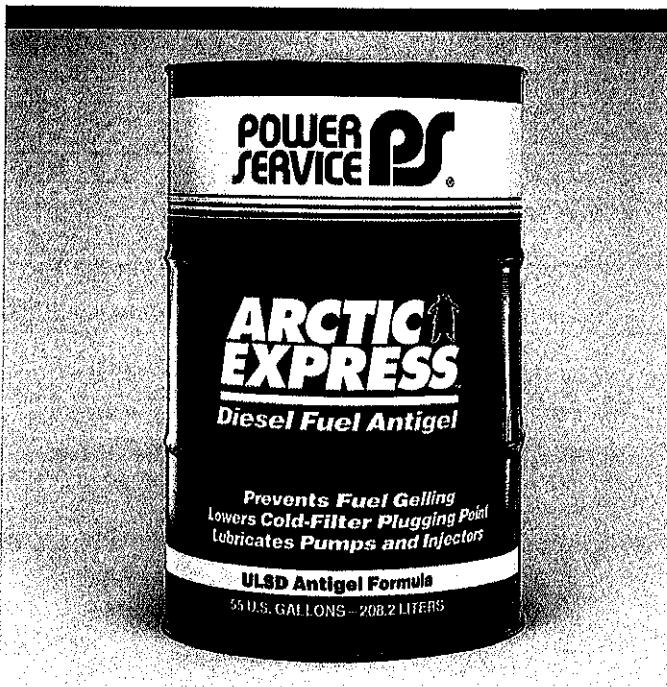
Card Listing

HOME SERVICE OIL

Customer ID	Card Holder	Card Number	Status	Type	Driver Name	Vehicle Number	Vehicle Description	Purchase Profile	Last Used
3718011607	JEFFERSON COUNTY CODE ENFORCEMENT	7824358011180000162	Active	Fleet		199	99 JEEP CHEROKEE 1099136		06/19/2019 09:26
3718011607	JEFFERSON COUNTY CODE ENFORCEMENT	7824358011180000198	Active	Fleet		198	00 JEEP CHEROKEE 1000138		
3718011607	JEFFERSON COUNTY CODE ENFORCEMENT	7824358011180000199	Active	Fleet		199	99 JEEP CHEROKEE 1099136		
3718011607	JEFFERSON COUNTY CODE ENFORCEMENT	7824358011180000200	Active	Fleet		200	06 FR ESCAP 063127		07/15/2019 13:56
3718011607	JEFFERSON COUNTY CODE ENFORCEMENT	7824358011180000201	Active	Fleet		201	11 FORD ESCAPE 11004		07/17/2019 15:14
3718011607	JEFFERSON COUNTY CODE ENFORCEMENT	7824358011180000202	Active	Fleet		202	11 FORD ESCAPE 11005		07/17/2019 14:19
3718011607	JEFFERSON COUNTY CODE ENFORCEMENT	7824358011180000203	Active	Fleet		203	11 FORD ESCAPE 11006		07/16/2019 16:25
3718011607	JEFFERSON COUNTY CODE ENFORCEMENT	7824358011180000204	Active	Fleet		204	11 FORD ESCAPE 11008		07/11/2019 15:52
3718011607	JEFFERSON COUNTY CODE ENFORCEMENT	7824358011180000205	Active	Fleet		205	11 FORD ESCAPE 11009		07/17/2019 08:40
3718011607	JEFFERSON COUNTY CODE ENFORCEMENT	7824358011180000206	Active	Fleet		206	11 FRD ESCAPE 11007		07/17/2019 09:50
3718011607	JEFFERSON COUNTY CODE ENFORCEMENT	7824358011180000216	Active	Fleet		216	13 FRD ESC 1013404		07/17/2019 09:21
3718011607	JEFFERSON COUNTY CODE ENFORCEMENT	7824358011180000242	InActive	Fleet		216	13 FRD ESC 1013404		

Arctic Express® Diesel Fuel Antigel

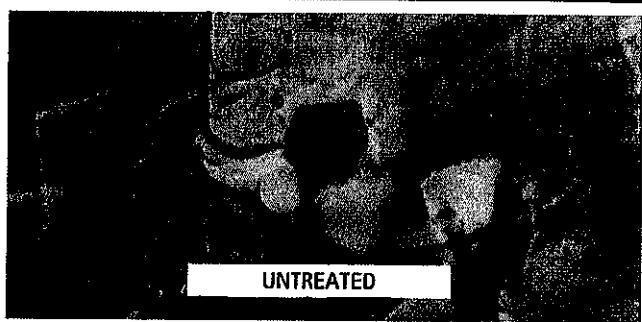
- Ultra Low Sulfur Diesel (ULSD) Compliant – contains less than 15 parts per million (ppm) sulfur
- Effective in all diesel fuels, including ULSD and biodiesel blends containing up to 20% biodiesel (B20)
- Prevents fuel gelling in temperatures as low as -40°F.
- Equals the performance of a 50/50 blend of No. 2 and No. 1 diesel fuels
- Lowers Cold-Filter Plugging Point (CFPP) as much as 36°F. – keeps fuel-filters from plugging with wax
- Keeps fuel liquid during extended engine shutdowns
- Contains anti-icing additive – protects against fuel-filter icing
- Meets lubricity requirements for all diesel fuel injection systems – reduces pump and injector wear
- Excellent cold-weather handling characteristics



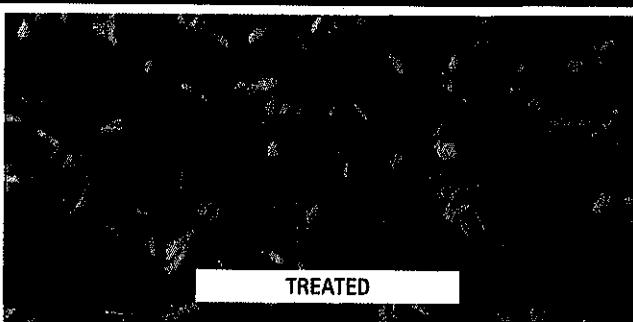
Equals the Performance of a 50/50 Blend of No. 2 and No. 1 Diesel Fuels

Arctic Express Diesel Fuel Antigel provides better cold-weather operability than blending with kerosene or No. 1 diesel fuel and costs 80 percent less. Arctic Express not only modifies the shape and size of wax crystals which fall out of solution as the temperature decreases, but also prevents the wax crystals from settling to the bottom of fuel tanks during storage. Arctic Express lowers the CFPP of No. 2 diesel fuel as much as 36°F. and prevents fuel gelling in temperatures as low as -40°F. Arctic Express also provides anti-icing and lubricity benefits that are unobtainable with blended fuels.

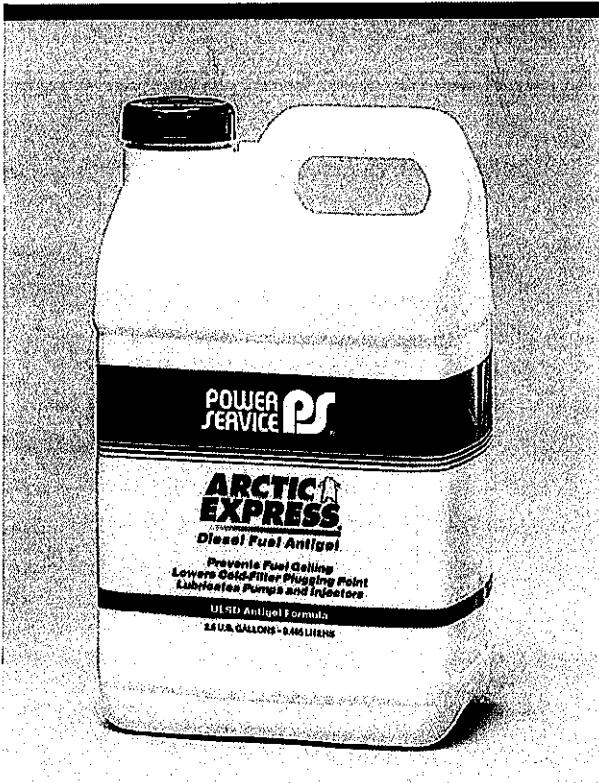
ARCTIC EXPRESS MODIFIES WAX IN DIESEL FUELS



Without Arctic Express, large wax crystals block filters and transfer lines, causing fuel gelling.



With Arctic Express, small, compact wax crystals flow in suspension for trouble-free winter operation.



Arctic Express Diesel Fuel Antigel

Part#	Pack	Treats
CONCENTRATED FORMULA - 1:1,500 TREATMENT RATIO		
7050-02	Two/2.5-Gallon	Two/2.5-Gallon to 7,500 Gallons
7055	55-Gallon Drum	One Drum to 82,500 Gallons
7260	260-Gallon Tote	One Tote to 390,000 Gallons

Attachment H

TYPICAL PHYSICAL PROPERTIES OF ARCTIC EXPRESS DIESEL FUEL ANTIGEL

Color	Straw
Density (lbs/gal)	7.6
Sulfur Content	<15 parts per million (ppm)
Flash Point	105°F.
Pour Point	-40°F.
Minimum Storage Temperature	0°F.
Shelf Life	Indefinitely In Sealed Container
Solubility	
In Diesel Fuel	Completely Soluble
In Biodiesel Blends	Completely Soluble
In Home Heating Oil	Completely Soluble
In Kerosene or Jet Fuel	Completely Soluble
Shipping and Handling	
HM-181 Class	Combustible Liquid NOS. NA 1993 (Hydrocarbons)

DIRECTIONS FOR USE:

Use Arctic Express Diesel Fuel Antigel as directed on the container label. Arctic Express should be added to the fuel at a temperature higher than the fuel's cloud point. To ensure thorough mixing, add prior to filling tanks with diesel fuel. **STORE ABOVE 0°F.**