

# AGREEMENT FOR SERVICES

## INTRODUCTION

Utilizing the TCPN Contract # R5127 (Fuel Cards & Related Services) Texas Fleet Fuel is able to provide off-site fuel card services to the West Orange-Cove CISD.

The parties to this Agreement are Texas Fleet Fuel, Ltd.; 4911 East 7<sup>th</sup> Street, Austin, TX 78702 (herein referred to as "TFF") and the West Orange-Cove CISD; 902 W Park Ave, Orange, TX 77631 (herein referred to as "Subscriber").

The term of this agreement is 12 months with two (2) three year options to renew. The date of this agreement is November 17, 2014.

## RECITALS

1. TFF provides commercial, automated fleet fuel services for Subscriber.
2. TFF offers wholesale Cost plus pricing to Subscriber.
3. TCPN Contract Payment Terms Discount
4. TFF management controls will allow Subscriber to control and account for fuel usage.
5. TFF reporting to Subscriber can be made electronically or via printed report on weekly or monthly frequency.
6. Terms of Termination

1. TFF Commercial Service Stations

Subscriber will be able to use Fuelman commercial stations located throughout the United States. The fuel used will be priced at our competitive consumer prices and integrated into the normal reporting.

The Texas Fleet Fuel Card is accepted at over 160,000 FUELMAN locations nationwide, including all of the Texaco and Chevron locations nationwide. Utilizing FUELMAN locations throughout Texas, the Texas Fleet Fuel card provides Subscriber numerous retail fueling locations with purchasing controls. In addition, many Texas convenience store chains honor the FUELMAN card including: Wag A Bag, Stripes, Valero Corner Stores, Pilot, Love's, and Flying J.

2. Fuel Pricing

Pricing to Subscriber will be based on TFF's cost of fuel at Cost Plus locations or the actual cost at percentage of retail sites, plus freight, taxes and a fixed mark-up of \$.12 per gallon.

Cost at the Cost Plus locations is determined by using the actual rack refiner price as defined by the Oil Price Information Service (OPIS) Thursday posting. The prices are adjusted on a weekly basis to the OPIS delivery cost for that week and invoiced to Subscriber. Except for prices at convenience network locations defined below, the price charged to the Subscriber shall be the sum of the following items:

- a. The applicable wholesale fuel costs for the station each week (applicable brand and product) as published by the Oil Price Information Service (OPIS) and provided in the OPIS Newsletter prices for Thursday of each week. (Herein the "OPIS Newsletter Price").
- b. The applicable common carrier freight rate for delivery from the merchant's wholesale fuel supply terminal to the retail location. (Texas Fleet Fuel agrees to provide, for information, detailed schedules of freight rates for designated areas as might be reasonably requested by Subscriber.)
- c. Any applicable taxes not allowed to be exempted at the pump by federal, state or local government.
- d. Texas Fleet Fuel's Fixed Markup which shall include any adders or deductions per gallon per discount schedule

listed below.

The OPIS Newsletter Prices become effective at 12:01 a.m. on the preceding Monday and will be used through the following Sunday at 12:00 p.m.

Convenience Network locations are defined as sites accepting the Texas Fleet Fuel's Card that are settled at a percentage of the retail pump price and not OPIS wholesale prices. Pricing to Subscriber at these locations will be based on Texas Fleet Fuel cost at these sites, plus the fixed markup, and applicable taxes.

**3. TCPN Payment Terms Discount**

Texas Fleet Fuel shall invoice Subscriber at the billing frequency and with the payment terms indicated in the table below. Subscriber shall indicate the desired Billing Frequency (BF) and Payment Term in the space provided. The applicable markup adjustment shall either be subtracted from or added to the standard markup submitted by Texas Fleet Fuel.

X or check beside the desired BF/PT	BF / Term ID	BF / Payment Terms Description *	BF/Terms Markup Adjustment
	WN4	Weekly Net 4 (EFT)	- 0.0100
	WN7	Weekly Net 7 (EFT)	- 0.0075
	WN10	Weekly Net 10	- 0.0025
	WN21	Weekly Net 21	0.0025
	WN30	Weekly Net 30	0.0100

X or check beside the desired BF/PT	BF / Term ID	BF / Payment Terms Description *	BF/Terms Markup Adjustment
	MN4	Monthly Net 4 (EFT)	0.0025
	MN7	Monthly Net 7 (EFT)	0.0050
	MN10	Monthly Net 10	0.0075
	MN21	Monthly Net 21	0.0100
	MN30	Monthly Net 30	0.0175

\* For any payment terms showing (EFT), this payment term requires Electronic Funds Transfer as the payment method (EFT initiated by Texas Fleet Fuel). Subscriber MUST submit an EFT Authorization Form which shall be provided by Texas Fleet Fuel.

**Invoicing and Reporting.** At the billing frequency indicated above, Texas Fleet Fuel shall bill (invoice) Subscriber. The invoice shall be accompanied by a detailed Transaction

Activity Report shall provide the following information:

- a. Vehicle description.
- b. Driver name.
- c. Date and time of fueling.
- d. Location of fueling.
- e. Odometer reading.
- f. Miles per Gallon per vehicle.
- g. Gallons, current price per gal., taxes per Gal., and extended dollars per transaction.
- h. Total consumption for the billing period (gallons & dollars).
- i. Total Miles and Average MPG for the period.
- j. Exception Transactions Flagged (with Exceptions Legend).

The Transaction Activity Report shall be organized by vehicle and by department, with departmental totals following each department's vehicles. Non-fuel purchases shall be subtotaled separately by vehicle. A summary of all transactions for the account, broken down by Fuel Type and Other (non-fuel totals), will be provided.

**Invoice/Report Delivery Method.** The standard Invoice and Report delivery method shall be electronic (via Email as pdf or web link) which shall be Free of Charge. Upon request from Subscriber to receive print/mail delivery of invoices, Texas Fleet Fuel shall provide the invoice printed and mailed free of charge.

#### 4. Management Controls

TFF will issue to Subscriber, at TFF's expense, all fuel access cards for each of Subscriber's vehicles and PIN numbers for each driver. Replacement cards/PINS are provided at no charge as well. The access cards provide the following:

- a. Vehicle and driver identification
- b. Security code identification
- c. Fuel type limitation
- d. Tank Capacity limitation
- e. Daily limits on fuel, oil and maintenance
- f. Weekly limits on fuel, oil and maintenance

#### Online Access

TFF agrees to provide all Subscriber card information and fuel transaction reporting online for Subscriber use. At Fuelman's password-protected Web site, Subscriber will be able to view and make changes to Subscriber's account:

- a. Issue, reissue, replace, renew, activate and deactivate cards.
- b. Add, edit, lock, and unlock employees.
- c. Create PINS for new employees.
- d. Add, edit, lock and unlock vehicles.
- e. View transactions.
- f. View sites.
- g. Print management reports and invoices.

5. TFF Reporting

TFF Weekly Fleet Management Reports

TFF agrees to furnish weekly and or daily fleet management reports to Subscriber at no additional costs. These reports detail the fuel and maintenance transactions per vehicle giving the following information:

- a. Vehicle description
- b. Driver Name
- c. Date and time of fueling
- d. Location of Fueling
- e. Odometer Reading
- f. Miles per gallon per vehicle
- g. Gallons, current and extended price
- h. Total Consumption for the week
- i. Description of any service item purchased

Other TFF Reports

Fuel consumption reports are to be transmitted to Subscriber either electronically (IBM compatible) or via printed program reporting. Weekly Motor Fuel Management Reports are made available on a weekly basis as part of the TFF basic package. Other reports include monthly motor fuel summary reports, maintenance reports and other custom reports are available on an optional basis.

7. Termination

- (A) This Agreement may be terminated:
- (1) By the mutual agreement and consent of both TFF and Subscriber;
  - (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement;
  - (3) By the Subscriber, immediately upon notice in writing to the TFF, as consequence of the failure of TFF to

- perform the services contemplated by this Agreement in a timely or satisfactory manner;
- (4) By the Subscriber, at will and without cause upon not less than thirty (30) days written notice to TFF.
- (B) If the Subscriber terminates this Agreement then due and payable as of the time of termination and only actual costs incurred by Subscriber in using the TFF services.

**Entire Agreement.** It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

**Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

**Dispute Resolution.** In accordance with the provisions of Subchapter I, Chapter 271, Tex. Local Gov't Code, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. TF represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

AGREEMENT APPROVALS:

Subscriber hereby agrees to and contracts for the TFF Fleet Fuel services described above, pursuant to TCPN Contract # R5127.

SUBSCRIBER

\_\_\_\_\_

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

BY: \_\_\_\_\_  
Name:  
Title:

TFF

\_\_\_\_\_

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

BY: \_\_\_\_\_  
Name:  
Title:



11/7/2014

TEXAS FLEET FUEL REFERENCES

EANES ISD

AUSTIN, TX

Tim Wysong, Transportation Director

JUDSON ISD

SAN ANTONIO, TX

Michelle Ramm, Transportation Director

WACO ISD

WACO, TX

Sherry Smith, Purchasing Director