

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (the "Agreement") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate with National Intergovernmental Purchasing Alliance Company ("National IPA") ("Principal Procurement Agencies") to be appended and made a part hereof and such other public agencies who register to participate in the National IPA program by either registering on the National IPA website, www.nationalipa.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement with National IPA ("Participating Public Agencies") to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of suppliers (each a "Supplier") have entered into Master Supplier Agreements to provide a variety of goods, products and services (herein "Products") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Supplier Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products by Participating Public Agencies subject to this Agreement shall be conducted in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices.
3. That the cooperative use of solicitations obtained by the parties to this Agreement shall be in accordance with the terms and conditions of the Master Supplier Agreement, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state or local law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of Products by the Participating Public Agencies.
5. That the Participating Public Agencies that procure Products through any Master Supplier Agreement (each a, "Procuring Party") will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the

Master Supplier Agreement. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase.

- 6. The Procuring Party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
- 7. The Procuring Party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and the Procuring Party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the Procuring Party.
- 8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
- 9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

Authorized Signature, Participating Public Agency

LeeAnn Jones

Signature
LeeAnn Jones

Name
Panola County Judge

Title and Agency Name

Date

National Intergovernmental Purchasing Alliance Company

Ward H. Brown

Signature
Ward H. Brown

Name
Chief Operating Officer

Title

Date

7/30/15

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-34714

Date Filed:
04/04/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Mansfield Oil Company of Gainesville, Inc
Gainesville, GA United States

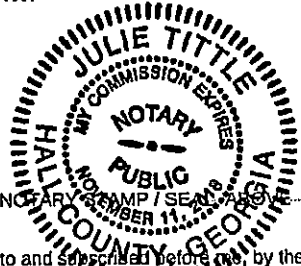
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Panola County Roads and Bridges

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
2016-37
Fuel

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Mansfield, Michael	Gainesville, GA United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Bill Hammond
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Bill Hammond, this the 4th day of April, 2016, to certify which, witness my hand and seal of office.

Julie Tittle Julie Tittle Notary Public
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath



April 19, 2016

RECEIVED

APR 22 2016

Bobbie Davis
Panola County
110 S. Sycamore
Room 216-A
Carthage, Texas 75633

RE: Cooperative Purchasing Agreement

Dear Ms. Davis:

Enclosed please find the executed copy of the agreement sent to our offices.

If you have any questions or concerns, please feel free to contact me at 817-392-8357.

Sincerely,

Jack Dale
Purchasing Manager
City of Fort Worth

JD/pjk

Enc.

FINANCIAL MANAGEMENT SERVICES DEPARTMENT
PURCHASING DIVISION

THE CITY OF FORT WORTH ★ 1000 THROCKMORTON STREET ★ FORT WORTH, TEXAS 76102
817-392-8360 ★ FAX 817-392-8440

City of Fort Worth & Panola County
Cooperative Purchasing Agreement

FORT WORTH CITY SECRETARY
CONTRACT NO. 47073

COOPERATIVE PURCHASING AGREEMENT

This Cooperative Purchasing Agreement ("Agreement") is made and entered into as of the date written below between Panola County ("County"), and the City of Fort Worth, Texas ("Fort Worth").

WHEREAS, both County and Fort Worth have each determined a need for a cooperative agreement to purchase like goods and services to avoid duplicate procurement efforts and obtain the benefits of volume purchasing; and

WHEREAS, County and Fort Worth are authorized by Section 271.102 of the Local Government Code to pursue mutually beneficial and cooperative purchasing programs.

NOW, THEREFORE, for and in consideration of the mutual obligations and benefits contained herein, County and Fort Worth agree as follows:

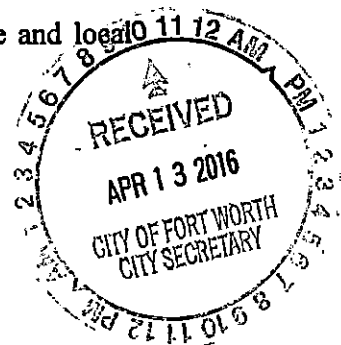
SECTION 1. The purpose of this Agreement is to provide County and Fort Worth with additional purchasing options by satisfying the provisions of Section 271.102 of the Local Government Code.

SECTION 2. The parties agree that each of the parties shall respectively designate a person to act under the direction of, and on behalf of, the designating party (the "Designated Representative").

SECTION 3. At the request of the other party, a party that enters into a contract with a vendor for goods or services (the "First Purchasing Party") shall attempt to obtain the vendor's agreement to offer those goods and services to the other party (the "Second Purchasing Party") for the same price and on the same terms and conditions as have been offered to the First Purchasing Party. If the vendor so agrees, and if the Second Purchasing Party is agreeable to such terms and conditions, the Second Purchasing Party may enter into its own separate contract with the vendor for the purchase of such goods or services.

SECTION 4. Unless otherwise agreed between the Designated Representatives, payments for a purchase made by the Second Purchasing Party shall be paid directly to the vendor and not to the First Purchasing Party. The Second Purchasing Party shall have the responsibility of determining whether the vendor has complied with any provisions in its contract with the vendor, including but not limited to those relating to the quality of items and terms of delivery, and shall be responsible for enforcement of its contract against the vendor, including all cost of enforcement.

SECTION 5. This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.



SECTION 6. This Agreement may be terminated by either party, without cause or penalty, upon not less than thirty days written notice to the other party.

SECTION 7. The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

SECTION 8. If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

SECTION 9. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, the parties shall endeavor to agree to a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

SECTION 10. Execution of this Agreement does not obligate County or Fort Worth to make any purchase, to pay any membership fee or to otherwise or in any manner incur any cost or obligation.

SECTION 11. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

SECTION 12. The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary actions extending such authority have been duly passed and are now in full force and effect.

SECTION 13. All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective city representative set out below, or his/her designee.

City of Fort Worth & Panola County
Cooperative Purchasing Agreement

EXECUTED this 11th day of January, 2016

CITY OF FORT WORTH
1000 Throckmorton Street
Fort Worth, Texas 76102

Panola County
110 S. Sycamore Room 216-A
Carthage, Texas 75633

By: [Signature]

By: [Signature]
LeeAnn Jones

Title: Assistant City Manager

Title: County Judge

APPROVED AS TO
FORM AND LEGALITY:

[Signature]
Assistant City Attorney Guillermo S. Stevens

[Signature]
Danny Buck Davidson,
Criminal District Attorney

M&C P-10710 January 15, 2008
Contract Authorization

[Signature]
Mary J. Kayser, City Secretary

4/13/15
Date

Contract Authorization

[Signature]
Bobbie Davis, County Clerk

1/11/16
Date



TO: National IPA Fuel Supply Participants

We are pleased to announce that Mansfield Oil Company has been awarded the comprehensive, solutions-based contract covering the supply and distribution of fuel products. We welcome your agency and fuel users to this program and look forward to providing our unmatched fuel solutions to your organization.

You will enjoy many enhancements to your existing bulk fuel program including electronic invoicing, email and voice interface with dedicated service representatives, indexed and measureable pricing and online invoice and BOL access. Other benefits include:

- Security and control of payment process
- Timely and accurate electronic fuel transaction data
- 24/7/365 customer service toll free
- Indexed and measureable pricing
- Online invoice, delivery ticket and BOL access

Upon account setup, you will receive an account number to use when ordering as well as a log in to your specific information online. A toll free number and ordering instructions will be provided to you once your account is established.

We would be happy to discuss this program with you and field any questions you may have. Please call Bill Hammond at 866-275-7338 for more information and to begin enjoying the advantages that Mansfield Oil brings to the State Fuel Program. A list of attached forms and dates for return may be found on the following page. We appreciate your assistance in streamlining the set up process.

Thank you again for selecting Mansfield Oil Company. We look forward to partnering with you to provide superior fuels and fuel services.

Sincerely,

Josh Epperson
 Director, Government Services
jepperson@mansfieldoil.com
 970-333-1475

The attached forms may be completed and returned to Bill Hammond, bhammond@mansfieldoil.com. The excise tax exemption forms for gasoline and diesel fuel must be signed and faxed/emailed to 678.450.2234 or bhammond@mansfieldoil.com. Please feel free to contact us with any questions or concerns. We welcome you to visit our website at www.mansfieldoil.com

Contact Information for Bulk Fuel Participants:

Contract Administrator Bill Hammond 866-275-7338 bhammond@mansfieldoil.com
 Customer Service Freida McLendon 866-275-7338 fmclendon@mansfieldoil.com
 Customer Service Linda Franklin 866-275-7338 lfranklin@mansfieldoil.com
 Government Services Director Josh Epperson 970-333-1475 jepperson@mansfieldoil.com



Dear Mansfield Customer,

Mansfield Oil would like to convert to utilizing electronic check (ACH) for our Accounts Receivable to replace the current process of customers mailing checks. This will help us both by reducing the administration involved in preparing and depositing checks, and eliminating the problems of fraudulent, lost and stolen checks. This is a secure, efficient payment processing solution guarantee to save time and money. Payments will post to your account in a timely manner.

To set up your company for ACH payment, you will need the information listed below:

THIS BANK ACCOUNT ONLY ACCEPTS ACH CREDITS

Company Name: Mansfield Oil Company

Company Address: 1025 Airport Parkway S.W.
Gainesville, GA 30501

Telephone Number: 678-450-2025

Contact Person: Mary Bell

Email address: mbell@mansfieldoil.com

Name of Financial Institution: Fifth Third Bank

Address of Financial Institution: Cincinnati, OH

Account Number: 7027489884

ABA Number: 042000314

To begin sending payments via ACH, please respond by email to notify us of your decision. If you have any questions, please contact Mary Bell at 678-450-2025. Thank you for being a valued customer of Mansfield Oil Company.

Regards,

Mary Bell
Cash Receipts Supervisor
Mansfield Oil

CERTIFICATE OF FARMING OR STATE USE
(To support vendor's claim for a credit or payment under section 6427 of the internal Revenue Code.)

Name, address, and employer identification of ultimate vendor:

MANSEFIELD OIL COMPANY
1025 AIRPORT PARKWAY
GAINESVILLE, GA 30501
58-1091383

The undersigned buyer hereby certifies the following under penalties of perjury:

Buyer will use the undyed diesel or kerosene fuel to which this certificate relates (check one):

___ On a farm for purposes (as defined in Section 48.6420-4© of the Manufacturers and Retailers Excise Tax Regulations) and Buyer is the owner, tenant or operator of the farm on which the fuel will be used;

___ On a farm (as defined in section 48.6420-4© for any of the purposes described in Paragraph (d) of that section (relating to cultivating, raising or harvesting) and Buyer is a person that is not the owner, tenant or operator of the farm on which the fuel will be used;

For the exclusive use of a state or local government, or the District of Columbia.

This certificate applies to the following (complete as applicable):

If this is a single purchase ticket, check here ___ and enter:

- 1. Invoice or delivery ticket number: _____
- 2. Number of Gallons: _____

If this is a certificate covering all purchases under a specified account / order Number, check here ___ and enter:

- 1. Effective Date: January 1, 2016
- 2. Expiration Date: December 31, 2016

Printed or typed name of person signing: LeeAnn Jones

Title of person signing County Judge

Name or Buyer Panola County

Employer identification number 75-6001106

Address of Buyer 110 S. Sycamore, Room 216-A, Carthage, Texas 75633

Signature and date signed *LeeAnn Jones* 1-11-16

Telephone / Fax number 903-693-0391 / 903-693-2726



SITE INFORMATION SHEET

Billing Information:

Account Name	Panola County
Federal ID Number	75-6001106
Billing Address	110 S. Sycamore, Room 213A Carthage, Texas 75633
Accounts Payable Contact	Brooke Lipsey
Phone:	903-693-0320
Email address for Invoices:	accountspayable@co.panola.tx.us

Location Information:

Name:	Panola County Road & Bridge
Address	1121 E. Sabine Carthage, Texas 75633
Order Contact:	Kim Goodwin
Phone	903-693-3763
Email	panolarb@att.net
Delivery Contact:	
Phone	
Email	
Days of Delivery:	Monday – Thursday
Hours of Delivery:	7:00 a.m. to 3:00 p.m.

Product and Tank Information: If Diesel tanks, please **specify** Off road (dyed) or on road (clear) diesel. If purchasing bio, specify 5% or 20%. Also **specify** if you need a Transport Truck (7500 dsl or 8500 gas) or just Tank Wagon load

Product	Number of Tanks	Size	Above/below ground*	Pump Required	Monthly Usage
EXAMPLE Clear USD	2	6,000	ABOVE	YES	10,000
Diesel	2	6,000	ABOVE	✓	12,000
Diesel	1	8,000	ABOVE	✓	4,000
Diesel	1	9,000	ABOVE	✓	2,000
Gas	1	6,000	ABOVE	✓	6,000

Extra hose need:	No
Other Fittings:	For pump off tank-they have inline check valves
Additional Delivery Info:	No Friday – Not after 3 p.m.

Please submit this form via email fuelcard@mansfieldoil.com or fax 678-450-2234.

If you have questions, please call 866-275-7338, Government Services Dept.

Thank you.

***If you have an underground storage tank, please provide current underground storage tank permit if applicable.**

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Mansfield Announces Cooperative Agreement with National IPA

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Gainesville, GA - January 05, 2016

Mansfield Oil Company announced today they have been awarded a competitively solicited and publicly awarded national cooperative agreement by the City of Fort Worth, TX. The four year agreement, available through National IPA, applies to the forty eight contiguous states. The contract includes the supply of gasoline, diesel, diesel exhaust fluid (DEF), bio-diesel blends, aviation fuel, propane and compressed natural gas (CNG) as well as a customized fleet card program. All of these products and services are available on the cooperative contract through National IPA to meet an agency's specific needs. Mansfield, North America's leader in fuel procurement and fuel technology services, is able to support National IPA's needs on a national level.

National IPA is a leading cooperative purchasing organization serving county, city and state governments as well as public/private educational institutions.

"We're excited to have the opportunity to work with National IPA, a prominent purchasing cooperative serving customers across the U.S.," said Josh Epperson, Mansfield's Director of Government Services. "Mansfield prides itself on our ability to support large government contracts across North America through our extensive portfolio of transportation fuels, logistics services, industry-leading technology platforms and customized fleet card programs. This partnership with National IPA offers Mansfield's wide array of leading products and services to an even broader base of government customers."

For more information about the agreement, please contact a Mansfield representative at nationalipa@mansfieldoil.com.

About National IPA

National Intergovernmental Purchasing Alliance (National IPA) is a cooperative purchasing organization dedicated to serving public agencies and educational institutions nationwide. All cooperative agreements available through the National IPA program have been competitively solicited and publicly awarded by a public agency/governmental entity (e.g. state, city, county, public university or school district), utilizing the best public procurement practices, processes and procedures. The lead agencies are independent of the cooperative allowing the agency to be focused on the best value for the agency. The lead-agency not only prepares the solicitation, but awards, administers and utilizes the agreement for its own needs thereby limiting the award to the supplier that provides the best value to the agency and agencies nationwide. The National IPA team of tenured certified public procurement professionals, supply chain and cooperative purchasing experts is committed to bringing value to agencies nationwide. National IPA team members are recognized as respected leaders in the discipline and have held key public procurement positions in state government, local government and education. More information may be found at www.nationalipa.org

About Mansfield Energy Corp:

Mansfield Energy Corp. is a national leader in the dynamic energy supply, logistics and services enterprise. Mansfield is focused on partnering with clients to provide innovative, technology-based business solutions in support of their energy supply chain requirements. From traditional petroleum products to CNG, LNG, specialty chemicals and renewable fuels, Mansfield's expertise spans all channels of transportation fuels and related services. Mansfield Energy's corporate headquarters is located near Atlanta in Gainesville, GA, with regional operations centers located in Chicago, Dallas, Detroit, Denver, Houston, Los Angeles, Minneapolis, Calgary and renewable energy operations in Bloomington, MN.

For more information, visit <http://mansfield.energy>.

Corporate Information

About

Our History

Core Principles

Executive Team

Latest News

Office Locations

Customer Survey

Careers

Have a question?

You are only one step away from being connected with the best & brightest professionals in the energy industry!

Contact Us!

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Contact Us Now!



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1025 Airport Pkwy SW, Gainesville, GA, 30501

Phone: 800.695.6626

Fax: 770.718.3053



NATIONAL IPA and TCPN Are Redefining The Future of Cooperative Purchasing



As previously announced, National IPA and TCPN Management Group have merged. The combination of National IPA and TCPN lead agency cooperative contracting strategies, in addition to their strength in the state, local, high education and K-12 markets will deliver an unparalleled cooperative solution. As cooperative purchasing evolves, we are now poised to better meet the needs of our participants nationwide.

This merger has created the most experienced team of dedicated professionals, the most robust portfolio of quality contracts, and the most significant purchasing power in the industry.

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WHAT DOES THIS MEAN FOR YOU?

Enhanced Portfolio

As a current registered participant of National IPA and/or TCPN, you will still have access to the competitively solicited and publicly awarded contracts offered by both cooperatives.

Unified Focus

The National IPA and TCPN teams will remain in place and we are available to assist you with your cooperative strategy.

Continued Trust

An integration team, composed of the leadership from National IPA and TCPN, has been put in place to shape the future organization and guide all aspects of the consolidation.

The integration team is currently evaluating both contract portfolios to ensure that our combined organization will deliver best value to the participants we serve. The leadership team, both now and in the future will be comprised of both National IPA and TCPN representatives.

For more information or to contact a representative, please visit our website at:

www.nationalipa.com and www.tcpn.com



ENHANCED PORTFOLIO UNIFIED FOCUS CONTINUED TRUST