

**PARTICIPATING ADDENDUM  
OMNIA Partners**

**Motor and Aviation Fuels and Related Services**

**Administered by the City of Fort Worth**  
(hereinafter "Lead Entity")

**Master Agreement**  
Contract Number: 53315

**Mansfield Oil Company of Gainesville, Inc.**  
(hereinafter "Contractor")

and

**State of Arkansas**  
(hereinafter "Participating State/Entity")

1. **SCOPE:** This participating addendum (PA) covers the OMNIA Partners contract for Motor and Aviation Fuels and Related Services by the City of Fort Worth for use by State agencies and other entities located in the State of Arkansas as authorized by that State's statutes to utilize cooperative contracts.
2. **PARTICIPATION:** All eligible purchasers within the State of Arkansas including local political subdivisions are authorized to purchase products under the terms and conditions of this participating addendum. The Participating Entity hereby represents that all such entities may, but are not required to, elect to participate hereunder and in the event they do so they shall be bound by all of the Terms and Conditions of the Master Agreement and this Addendum as if each such entity were an original signatory hereto.
3. **INDIVIDUAL CUSTOMER:** Each state agency and political subdivision, as a Participating Entity, that purchase products using this contract will be treated as if they are Individual Customers. Except to the extent modified by the State of Arkansas Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the State has in the Master Agreement and this Participating Addendum. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases.
4. **PAYMENTS AND INVOICE PROVISIONS:** Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State may not be invoiced in advance of delivery and acceptance of any products or services. Payment will be made only after the Contractor has successfully satisfied the ordering agency as to the goods and/or services purchased, rented or leased. Contractors should invoice the ordering agency by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.

Payments will be submitted to the Contractor at the address shown on the invoice. Payment should be tendered to the Contractor within thirty (30) days of the date of invoice. After the sixtieth (60th) day from the date of the invoice, unless mutually agreed to, interest will be paid on the unpaid balance due to the Contractor at the rate of one half of one percent per month in accordance with Arkansas Code Annotated §19-11-224. The procuring agency will pay within thirty (30) days after date of invoice. Payments may also be made via a Purchasing Entity's Purchasing Card ("P-Card").

All invoices should be forwarded to:

Agency Name  
Attention: Accounts Payable  
Address  
City, Arkansas Zip Code

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5. **PURCHASE ORDER INSTRUCTIONS:** All purchase entities issuing valid purchase orders will be bound by the terms and conditions of the OMNIA Partners Master Agreement 53315 including, without limitation, the obligation to pay the Contractor for products and/or services provided. The parties acknowledge and agree that orders submitted to the Contractor from a purchasing entity through the purchasing entity's business P-Card are authorized purchase orders under the OMNIA Partners Master Agreement 53315.
6. **CONTRACT NUMBER:** All purchase orders issued by the purchasing entities within the jurisdiction of this Participating Addendum should include:
  - a. The OMNIA Partners Contract number 53315
  - b. Agency name and address
  - c. Name of agency contact person and phone number.
7. **REPORTING:** The Contractor shall provide a quarterly report to the Arkansas primary contact within sixty (60) days following the quarter being reported. Contractor shall include the following data in the reports: agency name and address, products provided, and prices charged.
8. **RECORD RETENTION:** The Contractor shall maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Contractor shall make financial and accounting records available, upon request, to the State of Arkansas at any time during the contract period and any extension thereof, and for six (6) months from expiration date and final payment on the contract or extension thereof.
9. **TAXES:** Personal Property tax will not be charged to Arkansas state agencies.
10. **CANCELLATION:** The State may cancel this Participating Addendum for any reason, with or without cause, by giving the Contractor and OMNIA Partners written notice of such cancellation thirty (30) days prior to the date of cancellation.
11. **GOVERNING LAW:** The laws of the State of Arkansas shall govern this agreement.
12. **VENUE AND JURISDICTION:** Venue for any claim, dispute, or action concerning an order placed against the contract shall be Pulaski County, Arkansas.
13. **SOVEREIGN IMMUNITY:** Nothing under this agreement or the Master Agreement shall be deemed or construed as a waiver of the State's right to sovereign immunity.

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14. **PAYMENT:** Contractor **shall** ensure that all invoices are sent directly to the State agency or local public procurement unit that purchased Motor and Aviation Fuels and Related Services from them.
15. **DISCLOSURE:** Under Arkansas law, OSP is required to have a copy of EO 98-04 Disclosure Form on file for the Contractor. Contractor **shall** submit the disclosure form prior to entering into this Addendum. Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this PA. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the State.
16. **RESTRICTION OF BOYCOTT OF ISRAEL:** By signing this PA, Contractor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract.
17. **INDEMNIFICATION:** The following indemnification clause replaces in its entirety the Indemnification Clause specified in the Master Agreement.  
  
**INDEMNIFICATION** – Subject to the terms of the Master Agreement, Contractor **shall** be fully liable for the actions of its agents and employees, partners, and assigns and **shall** fully indemnify, defend, and hold harmless the Purchasing State/Entity, the State, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including reasonable attorney's fees arising from personal injury and damage to real or personal property, to the extent caused by the Contractor, its agents, or employees. Language in this clause **shall not** be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas State Claims Commission as provided by Arkansas law, and **shall** be governed accordingly. This section is not subject to any limitations of liability in the Master Agreement or in any other document executed in conjunction with the Master Agreement.
18. **REFERENCE:** Contractor **shall** provide the Motor and Aviation Fuels and Related Services specified by the State of Arkansas at the firm, fixed prices specified in the Master Agreement. All references to the City of Fort Worth in the Master Agreement shall be deemed to refer to the State of Arkansas with the exception of information specific to the City of Fort Worth such as background information, statistical/factual information, etc.
19. **SERVICES:** The State will not participate in the services offered by this contract nor will the State authorize local political subdivisions to participate in them.
20. **PRICING:** Pricing will be -.0035 Oil Price Information Service (OPIS) rack price for Arkansas State Police and any state agencies using 100,000 gallons of gasoline a year.

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21. **PRIMARY CONTACTS:** The primary contacts for this participating addendum are as follows (or their named successors):

**Lead Entity**

Name:	Kevin Gunn
Address:	Interim Assistant City Manager 200 Texas St. Fort Worth, TX 76102
Telephone:	817.392.1234
E-Mail:	csadmin@fortworthtexas.gov

**Contractor**

Company Name:	Mansfield Energy Corporation
Contact Person	Brian Hutchinson
Address:	1025 Airport Parkway SW, Gainesville, GA 30501
Telephone:	678-450-2069
E-Mail:	BHutchinson@mansfieldoil.com

**Arkansas Contact**

Company Name:	Mansfield Energy Corporation
Contact Person	April Cox
Address:	1025 Airport Parkway SW, Gainesville, GA 30501
Telephone:	678-207-3257
E-Mail:	acox@mansfieldoil.com

**Participating Entity**

Name:	John Leverett, Statewide Procurement Specialist
Address:	State of Arkansas TSS-Office of State Procurement 1509 W. 7 <sup>th</sup> Street, Suite 300 Little Rock, AR 72201
Telephone:	501-683-2222
E-Mail:	john.leverett@dfa.arkansas.gov

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This Participating Addendum and Master Agreement 53315 (administered by the City of Fort Worth), together with addenda, and exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and Master Agreement 53315 (administered by the City of Fort Worth), together with addenda, and exhibits, shall not be added to or incorporated by the Contractor into this Participating Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: Arkansas	Contractor: Mansfield Oil Company of Gainesville, Inc.
By: 	By: 
Name: Camber Thompson	Name: Josh Epperson
Title: Department of Transformation and Shared Services, Office of State Procurement	Title: Vice President, Strategic Accounts
Date: 2/19/2020	Date: 2/10/20