CITY OF BRYAN
The Good Life, Texas Style.

September 12, 2016

Brenco Marketing Group
Mr. Don Broach
P O Box 3819
Bryan, TX 77805

RE: 2nd Extension of TAMU Contract No. 14-0031 entitled "Annual Price Agreement for Fuel"

Dear Mr. Broach:

Please be advised that the above referenced City of Bryan contract will expire on October 27, 2017, and it is our intent to recommend to the City Council to extend said contract for one (1) additional period of one (1) year, beginning the day following the expiration date of said contract.

If your company is willing and able to extend TAMU Contract No. 14-0031 to the City of Bryan under the same prices, terms, conditions and provisions as those contained in the original contract, please complete the following information and return this original within ten (10) days from the date of this notification.

I, DONALD H. BROACH PRESIDENT
Name Title
Of BRENCO Marketing Corp
Company Name

agree to extend TAMU Contract No. 14-0031 to the City of Bryan, under the same prices, terms, conditions and provisions as those contained in the original contract, for a period of one (1) year beginning October 28, 2016 and expiring October 27, 2017 upon approval of City Council.

Signed By: Donald H Broach Date 9-12-16

Karen Sonley
Karen Sonley, Purchasing Supervisor
City of Bryan - Purchasing Department

TAMU Extension Letter

DIVISION OF FINANCE

Procurement Services

TEXAS A&M UNIVERSITY

June 28, 2016

Brenco Marketing
PO box 3819
Bryan, TX 77805

Phone: 979-260-3835
Fax: 979-691-8588
Email: don@brencomarketing.com

Attn: Don Broach
Re: Renewal of Blanket Order for Fuel – C5535698

Texas A&M University would like to exercise the renewal option for **C5535698 - Fuel** for Texas A&M University Transportation Services and various departments on the campus in College Station, TX. All terms, conditions and mark-up shall remain the same. This renewal is number two (2) of a four (4) year option as provided for in the original bid.

To accept the renewal option, please sign below and return by fax to (979) 862-3383 or email to p-winkler@tamu.edu. Upon receipt of signed document, a new Master Order will be issued to continue the agreement from September, 1 2016 through August 31, 2017. **Please return your acceptance by July 13, 2016.** If you have any questions, I may be reached at (979) 845-4556.

Name: DON BROACH Telephone: 979-260-3835 EXT 13
E-Mail: don@brencomarketing.com Fax: 979-691-8588

Accepted by:

Donald H Broach
Brenco Marketing

Sincerely,

Patty Winkler

Patty Winkler, C.P.M.
Assistant Director

P.O. Box 30013
1477 TAMU
College Station, TX 77842-3013

Tel. 979.845.4570 Fax. 979.845.3800
http://purchasing.tamu.edu

Bid Tab & TAMU Master Order

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Bid Tabulation

Bid Number:RFB 14-0031	Buyer: PAW	Fiscal Year: 2013	Cost Savings: _____ Category: _____

Due Date: 08/01/14
Department: TRANSPORTATION

		BRENCO		PETROLEUM TRADERS		TAC ENERGY	
	Terms	NET 30		Net 30		Net 30	
	F.O.B.	DEST		DEST		DEST	
	Delivery	8/31/2015		8/31/2015		8/31/2015	
	Contact	Don Broach		Linda Stephens		Mark Anderle	
	See Bid	PLEASE SEE BID				PLEASE SEE BID	
		UNIT	EXTENSION	UNIT	EXTENSION	UNIT	EXTENSION
1	GASOLINE, UNLEADED, 87 OCTANE TRANSPORT TRUCK DELIVERY (TTD)						
	MINIMUM LESS THAN TRANSPORT LOAD IN US GALLONS:		7,000		7,500		8,000
	PROFIT PER GALLON		**0.0230**		**0.0210**		**0.0066**
	TOTAL UNIT PRICE PER GALLON		2.9307		2.9287		2.9143
2	GASOLINE, UNLEADED 87 OCTANE LESS THAN FULL TRANSPORT TRUCK DELIVERY LIFTED						
	MINIMUM LESS THAN TRANSPORT LOAD IN US GALLONS		500.00		1,000		4,000
	PROFIT PER GALLON		**0.0900**		**0.1000**		**0.0316**
	TOTAL UNIT PRICE PER GALLON		2.9977		3.0077		2.9393
3	#2 DIESEL, LOW SULFUR TRANSPORT TRUCK DELIVERY (TTD) MINIMUM LESS THAN TRANSPORT LOAD IN US GALONS:		6,500		7,500		7,000
	PROFIT PER GALLON		**0.0265**		**0.0408**		**0.0316**

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Bid Tabulation

	TOTAL UNIT PERICE PER GALLON				3.0081		3.0224		3.0123
4	#2 DIESEL, LOW SULFUR LESS THAN FULL TRANSPORT TRUCK DELIVERY (LTRTTD) MINIMUM LESS THAN TRANSPORT LOAD IN US GALLONS:				500		1,000		4,000
	PROFIT PER GALLON				**0.0900**		**0.1000**		**0.0530**
	TOTAL UNIT PRICE PER GALLON				3.0716		3.0816		3.0346
5	#2 DYED DIESEL, LOW SULFUR TRANSPORT TRUCK DELIVERY (TTD) MINIMUM LESS THAN TRANSPORT LOAD IN US GALLAONS:				6,500		7,500		7,000
	PROFIT PER GALLON				**0.0265**		**0.0408**		**0.3100**
	TOTAL UNIT PRICE PER GALLON				3.0122		3.0265		3.0167
6	#2 DYED DIESEL LOW SULFUR LESS THAN FULL TRANSPORT TRUCK DELIVERY (LTFTTD) MINMUM LESS THAN TRANSPORT LOSD IN US GALLONS:				500		1,000		4,000
	PROFIT PER GALLON				**0.0900**		**0.1000**		**0.0524**
	TOTAL UNIT PRICE PER GALLON				3.0757		3.0857		3.0381
7	BIO-DIESEL LESS THAN TRANSPORT TRUCK DELIVERY (LTTTD) MINIMUM LESS THAN TRANSPORT LOAD IN US GALLONS:				6,500		7500.00		NB
	PROFIT PER GALLON				**0.0800**		**$0.0983**		**NB**
	TOTAL UNIT PRICE PER GALLON				3.0585		3.0778		NB
	Certification of Authorization				YES		YES		YES
	Insurance				YES		YES		NO
	Felony Conviction Notice				YES		YES		NO
	OPIS Rack Sheet				YES		YES		YES
	HUB				YES		YES		YES
	References				YES		YES		YES
	total								

8/14/2014

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Bid Tabulation

Bid Number:RFB 14-0031	Buyer: PAW	Fiscal Year: 2013	Cost Savings: _____ Category: _____

Due Date: 08/01/14

Department: TRANSPORTATION

		MANSFIELD		GOLD STAR PETROLEUM		HARTLAND FUEL	
	Terms	NET 30		Net 30		Net 30	
	F.O.B.	DEST		Dest		Dest	
	Delivery	8/31/2015		8/31/2015		8/31/2015	
	Contact	David Zarfoss		J.J. Rodrigufo		Jeff MacKeben	
	See Bid	PLEASE SEE BID				PLEASE SEE BID	
		UNIT	EXTENSION	UNIT	EXTENSION	UNIT	EXTENSION
1	GASOLINE, UNLEADED, 87 OCTANE TRANSPORT TRUCK DELIVERY (TTD)						
	MINIMUM LESS THAN TRANSPORT LOAD IN US GALLONS:		8,000		8,600		8,000
	PROFIT PER GALLON		**0.0124**		**0.0279**		**0.0177**
	TOTAL UNIT PRICE PER GALLON		2.9201		2.9356		2.9254
2	GASOLINE, UNLEADED 87 OCTANE LESS THAN FULL TRANSPORT TRUCK DELIVERY LIFTED						
	MINIMUM LESS THAN TRANSPORT LOAD IN US GALLONS		NO BID		500		8,000
	PROFIT PER GALLON		**NO BID**		**0.6403**		**0.0177**
	TOTAL UNIT PRICE PER GALLON		NO BID		3.5480		2.9254
3	#2 DIESEL, LOW SULFUR TRANSPORT TRUCK DELIVERY (TTD) MINIMUM LESS THAN TRANSPORT LOAD IN US GALONS:		7,000		7,500		7,000
	PROFIT PER GALLON		**0.0295**		**0.0444**		**0.0333**

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	TOTAL UNIT PERICE PER GALLON				3.0111		3.0260		3.0149
4	#2 DIESEL, LOW SULFUR LESS THAN FULL TRANSPORT TRUCK DELIVERY (LTRTTD) MINIMUM LESS THAN TRANSPORT LOAD IN US GALLONS:				NO BID		500		7,000
	PROFIT PER GALLON				**NO BID**		**0.6618**		**0.0333**
	TOTAL UNIT PRICE PER GALLON				NO BID		3.6434		3.0149
5	#2 DYED DIESEL, LOW SULFUR TRANSPORT TRUCK DELIVERY (TTD) MINIMUM LESS THAN TRANSPORT LOAD IN US GALLAONS:				7,000		7,500		7,000
	PROFIT PER GALLON				**0.0350**		**0.0436**		**0.0333**
	TOTAL UNIT PRICE PER GALLON				3.0207		3.0293		3.0149
6	#2 DYED DIESEL LOW SULFUR LESS THAN FULL TRANSPORT TRUCK DELIVERY (LTFTTD) MINMUM LESS THAN TRANSPORT LOSD IN US GALLONS:				NO BID		500		7,000
	PROFIT PER GALLON				**NO BID**		**0.6612**		**0.0333**
	TOTAL UNIT PRICE PER GALLON				NO BID		3.6489		3.0149
7	BIO-DIESEL LESS THAN TRANSPORT TRUCK DELIVERY (LTTTD) MINIMUM LESS THAN TRANSPORT LOAD IN US GALLONS:				NO BID		5,000		7,000
	PROFIT PER GALLON				**NO BID**		**0.0816**		**0.0750**
	TOTAL UNIT PRICE PER GALLON				NO BID		3.0611		3.0545
	Certification of Authorization				YES		YES		YES
	Insurance				YES		YES		YES
	Felony Conviction Notice				YES		YES		YES
	OPIS Rack Sheet				YES		YES		YES
	HUB				YES		YES		YES
	References				YES		YES		YES
	total								

AggieBuy Contract #
C5535698

TEXAS A&M UNIVERSITY

MASTER ORDER
TEXAS A&M UNIVERSITY, COLLEGE STATION, TEXAS

Vendor:
Brenco Marketing PO Box 3819 Bryan TX 77805 Phone – 979-260-3835 Fax – 979-691-8588 Contact – Don Broach Contact E-mail – don@brencomarketing.com

Billing Address:
Texas A&M University Financial Management Operations Attn: Accounts Payable 6000 TAMU College Station, TX 77843-6000 United States

This Master Order shall be effective as of **September 1, 2014** and pertains to all goods and/or services covered by Texas A&M University AggieBuy Contract # **C5535698**.

This document is **NOT** considered as an order to ship from. Individual orders and/or requests for services as a result of this Master Order shall be requested on an as needed basis.

1. Vendor shall provide goods and/or services as designated on attached specifications, terms and conditions as stated in Invitation-to-Bid #14-0031 and any addenda thereto, are all made a part hereof and collectively evidence and constitute Texas A&M University AggieBuy Contract # **C5535698**.

2. Delivery Information:

   Texas A&M University
   Transportation Services
   Agronomy Road
   1376 TAMU
   College Station TX 77843-1376

3. Payment shall be made within thirty (30) days after acceptance of goods and/or services and receipt of invoice, whichever is later. Vendor shall submit one copy of an itemized invoice referencing the AggieBuy Contract number and any departmental issued purchase order number. Owner will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice.

4. Term: The term of this Master Order shall be from **September 1, 2014 through August 31, 2015**. This Master Order may be renewed for up to four (4) additional one (1) year terms if mutually agreed to in writing by both parties.

5. Freight Terms: FOB Destination, Freight Prepaid and Allowed

6. Insurance: Vendor shall provide the Texas A&M Purchasing Agent listed below certificates of insurance as required in the specifications prior to performing work on campus.

7. Changes: Any changes to the Master Order must be made in writing by the Texas A&M Purchasing Agent as listed below.

8. Tax Exemption: The State of Texas is exempt from all Federal Excise Taxes. Texas A&M University is exempt from state and municipal sales taxes under Texas Tax Code, Chapters 151 and 321, *et. seq.*, for all purchases made for the exclusive use of Texas A&M.

9. The laws of the State of Texas shall govern this Master Order.

Patty Winkler, CTP, C.P.M.
Phone – 979-845-4556
p-winkler@tamu.edu

By: Patty Winkler
Purchasing Agent for
Texas A&M University

Reference Bid Invitation - #14-0031– AggieBuy #C5535698

Item #	Item & Description	Qty	Unit	Unit Price	Extension	Delivery (Days)
	This is not an order. It is an informational copy only. Orders will be placed individually on an as needed basis.					
	PAR Requirements for Self –Performing Vendors The HUB Subcontracting Plan (HSP) submitted with the bid response shall become a provision of the purchase order. The vendor cannot change a subcontracting plan prior to its incorporation into the purchase order. TAC 20.14 (5). Per the Texas Administrative Code Chapter 20.14, Texas A&M requires the following: ○ **Vendors self-performing** must submit a HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report (PAR) to Texas A&M University on a monthly basis. The vendor will maintain business records documenting its compliance with the approved HSP and will submit a PAR to the Texas A&M Department of Procurement Services no later than the 5th calendar day of the month until the purchase order has been paid in full. TAC 20.14 (d). **All PAR's shall be sent via e-mail to the following address:** hubprogram@tamu.edu . **Payment requests submitted without the PAR will not be processed.** ○ Changes may not be made to the HSP without prior review and approval from the Texas A&M Department of Procurement Services. The vendor shall submit to the TAMU point of contact provided below a revised HSP if determined subcontracting will be necessary. If the selected vendor subcontracts any of the work without complying with TAC 20.14 and without prior approval from the Texas A&M Department of Procurement Services, the vendor will be deemed to have breached the purchase order and be subject to any remedial actions provided by Texas Government Code, Chapter 2161, state law and TAC 20.14 (6). Texas A&M will report nonperformance relative to its purchase order to Texas					

Item #	Item & Description	Qty	Unit	Unit Price	Extension	Delivery (Days)
	Procurement and Support Services in accordance with TAC 20.105, Subchapter F relating to the Vendor Performance and Debarment Program. Texas A&M Point of Contact *Patty Winkler, CTP, C.P.M.* *Phone – 979-845-4556* *E-mail p-winkler@tamu.edu* A copy of the PAR can also be found at the following link: http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/					
	Blanket Order for Unleaded, Diesel and Bio-Diesel for various departments on the campus of Texas A&M University for the period of September 1, 2014 through August 31, 2015, as per the terms, conditions and mark-up offered in Request for Bid #14-0031. Quantities are estimated only and do not guarantee a purchase. Delivery to be made at times and in quantities requested by Texas A&M University, ordering department Upon award, orders will be placed on an as needed basis. Any unused quantities as of August 31, 2015 shall be considered cancelled. The mark-up shall remain firm for the term of the agreement including any/all renewal options provided for in Request for Bid #14-0031. Mark-up per gallon includes any and all costs involved in the supply and delivery of all fuels with the exception of any applicable state fuel tax and the Petroleum Product Delivery Fee. Participating entities are exempt from certain Federal Excise Tax, State Sales and Transportation Taxes. Entities upon request will execute tax exemption certificates. The participating entities are subject to the State of Texas Road Tax @ $.20/gallon and all entities are subject to the State of Texas Petroleum Delivery Fee. These taxes, state imposed fees and unloading fees are not included in the unit price and will be					

Item #	Item & Description	Qty	Unit	Unit Price	Extension	Delivery (Days)
	itemized on the invoice to the ordering entity (if applicable) unloading fees are not acceptable. The only acceptable change in the fees proposed during the contract term or any extension option would be in the event the State of Texas or Federal Government makes adjustments in the fee levels of the State Petroleum Product Delivery fee or the Federal Super Fund. The vendor may then pass these charges on to the entity if sufficient documentation can be provided for the requested changes from the respective governing body(s). Any change in these specific fees will become effective thirty (30) days after the contractor and the participating entity agree to the change. **Payment Terms:** Net 30 days, upon acceptance of delivery and receipt of approved invoice. The price per gallon of fuel is determined by applying the mark-up per gallon to the average rack for bio-diesel and unbranded average per gallon price listed in the "Oil Price Information Service" (OPIS) Pad 3 Net Report for Hearne and Houston, TX as in effect on the day of delivery. **Pricing Formula:** OPIS Price per Gallon + Vendor's Mark-up + $.20 per gallon tax = Unit Price per Gallon **Renewal:** Texas A&M University reserves the right to renew the awarded agreement for four (4) additional years, one (1) year at a time, if agreed upon by both parties with all terms, conditions and mark-up remaining firm. **Cancellation:** If the suppler fails to perform in the manner specified in this contract or for reasons such as, but not limited to, consistent poor service, unsafe habits or misrepresentation of product, Texas A&M University shall have the right to cancel the					

Item #	Item & Description	Qty	Unit	Unit Price	Extension	Delivery (Days)
	contract(s) by providing the Supplier with thirty (30) days written notice. Upon award, any order is subject to cancellation, either in whole or in part, if funds are not appropriated by the Texas Legislature or otherwise made available to the end user. The agreement may be terminated, without penalty, by Texas A&M without cause by giving thirty (30) days written notice of such termination.					
1.	Unleaded Fuel, 87 Octane Transport Loads of 7000/gallons OPIS price as of 7/02/14 was $2.9077 Plus Vendor Mark-Up + .0230	295713	GAL	2.9307	866646.08	
2.	Unleaded Fuel, 87 Octane Less than full transport truck delivery Transport Loads of 500/gallons OPIS price as of 7/02/14 was $2.9077 Plus Vendor Mark-Up + .0900	5000	GAL	2.9977	14988.50	
3.	#2 Diesel, Low Sulfur Transport Truck Delivery of 6500/gallons OPIS price as of 7/02/14 was $2.9816 Plus Vendor Mark-Up $ .0265	387547	GAL	3.0081	1165780.13	
4.	#2 Diesel, Low Sulfur Less than full transport truck delivery Transport Loads of 500/gallons OPIS price as of 7/02/14 was $2.9816 Plus Vendor Mark-Up $ .0900	15000	GAL	3.0716	46074.00	
5.	Dyed Diesel Transport Truck Delivery of 6500/gallons OPIS price as of 7/02/14 was $2.9857 Plus Vendor Mark-Up $ .0265	6757	EA	3.0122	20353.43	
6.	Dyed Diesel Less than full transport truck delivery Transport Loads of 500/gallons OPIS price as of 7/2/14 was $2.9857 Plus Vendor Mark-Up $ .0900	6757	GAL	3.0757	20782.50	

Item #	Item & Description	Qty	Unit	Unit Price	Extension	Delivery (Days)
7.	Bio-Diesel, Range of B20, Soybean additive Transport Truck Delivery of 6500/gallons OPIS price as of 7/02/14 was $2.9795 Plus Vendor Mark-Up $ .0800	64426	GAL	3.0585	197046.92	
	Delivery Fee: The Petroleum Product Delivery Fee (Remediation fee) on each load of gasoline and diesel fuel imported into Texas or withdrawn from bulk storage facilities and delivered into cargo tanks or barges. **Fee Schedule:** **Gallons Delivered** **Fee** Less than 2,500 $3.75 2,500 but less than 5,000 $7.50 5,000 but less than 8,000 $11.75 8,000 but less than 10,000 $15.00 Each 5,000 gallon increment on 10,000 gallons or more $7.50 For deliveries of at least 7,000 but less than 8,000 (whether single product type or split load), special rules apply: -If the gasoline portion of the delivery is less than 7,000 gallons, the fee is $11.75. -If the gasoline portion of the delivery is at least 7,000 gallons, the total load is presumed to be at least 8,000 gallons and the fee is $15.00. The Fee will expire on September 1, 2011 If you have questions, please call Bryant K. Lomax, TPCA Manager, Tax Policy Division at 1-800-252-1383. **Additional Fuel Pricing and Tax Exemptions:** (1)– Excluded, Federal Excise Tax - NA (2) – Federal Oil Spill Recovery Fee					

Item #	Item & Description	Qty	Unit	Unit Price	Extension	Delivery (Days)
	The Federal Oil Spill Recovery Fee (which may also be referred to as the Federal Oil Spill Liability Fund Tax) is currently $0.0019/gallon for clear gasoline and diesel fuel. However, a lower rate may apply to the purchase of blended fuels such as E10 gasoline which is $0.0017/gallon. There are no purchasers exempt from this fee. See IRS Publication 510, Ch3 (3) – Federal LUST Tax The current Federal Leaking Underground Storage Tank (LUST) tax is $0.001/gallon. The LUST tax applies to all purchasers. See US master Excise Tax Guide Chapter 54. (4) – Texas State Fuel Tax Gasoline and Diesel Fuel are currently $0.20/gallon (5) – Texas Load Fee The Texas Load Fee (which may also be referred to as the Petroleum Products Delivery Fee) is currently based upon the withdrawal of petroleum products into cargo tanks and varies according to the net total gallons of all products withdrawn. This fee ranges from $3.75 to $15.00 based on number of gallons. See HB 2694.					
10.	Federal Oil Spill Recovery Fee, effective 1/1/09 – for Gasoline (2)	1	Gal	0.00171	0.00171	
11.	Federal Oil Spill Recovery Fee, effective 1/1/09 – for Diesel (2)	1	Gal	0.0019	0.0019	
12.	Federal LUST Fax (3) – for Gasoline & Diesel	1	Gal	0.001	0.001	
13.	Applicable Texas State Fuel Tax (6) – for Gasoline and Diesel	1	Gal	0.20	0.20	
14.	TX Load Fee (5) – For Gasoline and Diesel Range of pricing - $3.75 - $15.00	1	Lot	15.00	15.00	