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INVITATION TO BID

Gasoline, Diesel Fuel, DEF Per Specifications Informal Bid Request #20-21-11

Bid Due Date: Tuesday, October 13, 2020 at 4:00pm

Virtual Pre-Bid Meeting: Tuesday, October 6, 2020 at 10:00am

Contact Persons:

Questions regarding the bid package:

Denisha Harris
Financial Services Manager
Telephone: 252-329-4862
Email: dharris@greenvillenc.gov

Questions regarding the Specifications:

Angel Maldonado
Fleet Superintendent
Telephone: 252-258-9639
Email: amaldonado@greenvillenc.gov

INVITATION FOR INFORMAL BID ON

Gasoline and Diesel Fuel

Per Specifications

Informal Bid #20-21-11

Bid Due Date: Tuesday, October 13, 2020 at 4pm

INSTRUCTIONS TO BIDDERS

1. The person, firm or corporation submitting a bid shall submit it to the City of Greenville (the “City”) Financial Services Manager or her duly designated representative at one of the following:

By Email:
Denisha Harris dharris@greenvillenc.gov

2. This is an Informal Bid and therefore bids will be received at stated day/time, however, no public bid opening will be held. Bids will be reviewed and evaluated by staff at a later time and an award will be made at the earliest possible date. Bid results will be made available after award and by written request.

3. **Award of Bid.** Bids shall be awarded to the lowest responsive responsible bidder taking into consideration quality, performance, and the time specified in the proposal for the performance of the contract.

4. **Each bid submitted must be clearly marked “Gasoline, Diesel Fuel, and DEF for the City of Greenville Informal Bid #20-21-11 along with Bidder’s name and address. Bids may be submitted via mail, hand delivery, or email only. NO BIDS WILL BE ACCEPTED BY FAX. PLEASE NOTE: IT IS THE BIDDER’S RESPONSIBILITY TO ENSURE THAT BIDS ARE RECEIVED BY THE FINANCIAL SERVICES MANAGER BY THE STATED DATE/TIME. No late bids will be accepted. All submittals should be on the attached BID FORMS, regardless to the method of delivery. Any bids/quotes not submitted on the attached bid form will be considered non-responsive.**

5. **A virtual pre-bid meeting will be held via Zoom on Tuesday, October 6, 2020 at 10:00AM using the following log-in information:**

Link: <https://zoom.us/j/97511557897?pwd=cEiCMnpBRTB5MIBXcERSYUIrd21uZz09>

Meeting ID: 975 1155 7897

Password: 552190

6. All bids must be signed by an authorized official of the firm. Bids may be rejected if they show any omissions, alterations of form, additions not called for, conditional bid, or any irregularities of any kind.

7. The bidder shall insert the required responses and supply all the information as indicated on the Bid Form. The prices inserted shall be net and shall be the full cost including all factors whatsoever. **Any bids not submitted on such forms provided will be considered unresponsive.**

8. No bid may be changed or withdrawn after the time of the bid opening. Any modifications or withdrawals requested before this time shall be acceptable only when such request is made in writing to the Purchasing Manager.

9. The City reserves the right to reject any and all bids, to waive any informalities, and to accept the bid or any portion thereof that is deemed most advantageous to the City.

10. Any bid submitted will be binding for 60 days after the date of the bid opening.

11. The specifications attached represent the minimum general size, capacity and performance characteristics desired in the equipment to be purchased or the services requested. These requirements are not intended to prevent obtaining fair responses or to eliminate competition, but they are intended for the protection of each and every bidder and to insure, if possible, that all bids submitted shall be upon a fair and comparable basis.

12. Where a particular brand is specified, equal items may be bid, but the burden of proof (that other than listed items bid are in fact equal) is on the bidder. Proof must be furnished in writing at time bid is submitted. Equipment must be accepted by the City as an approved equal prior to bid award.

13. It is expressly understood by the bidders that unless otherwise specified by any provisions of a separate contract or agreement, the written notice of award by the City will constitute an agreement by the City to consummate the transaction and will serve together with the proposal, advertisement, these instructions, the detailed specifications, and any contract or agreement warranted or attached hereto as the entire form of contract between the parties.

14. Each proposal shall specify a delivery time. Time of delivery to Greenville, NC will be a factor along with quality, cost, etc. in awarding the bids.

15. Bid price shall be FOB, Greenville, NC with delivery to be to the City of Greenville, Municipal Building, Purchasing Division located at 201 West Fifth Street, Greenville, NC 27834 unless otherwise specified.

16. Technical questions regarding the specifications of this bid shall be directed to Angel Maldonado, Fleet Superintendent, telephone (252) 258-9639; email: amaldonado@greenvillenc.gov. All other questions regarding the bid shall be directed to Denisha Harris, Financial Services Manager, telephone (252)329-4862; email: dharris@greenvillenc.gov.

GENERAL TERMS AND CONDITIONS

1. **NON-DISCRIMINATION.** The City does not discriminate on the basis of race, color, sex, national origin, religion, age, or disability. Any contractors or vendors who provide services, programs or goods to the City are expected to fully comply with the City's non-discrimination policy.

2. **NON-COLLUSION.** Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.

3. **PAYMENT TERMS.** The City agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The City does not agree to the payment of late charges or finance charges assessed by the seller or vendor for any reason. Invoices are payable in U.S. funds.

4. **GOVERNING LAW.** Any agreement, contract or purchase order resulting from this invitation to bid, request for proposals, or request for qualifications or quotes, shall be governed by the laws of the State of North Carolina.

5. **ACCEPTANCE/REJECTION OF PROPOSALS.** The City of Greenville reserves the right to award to the Firm who will best serve the interests of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process, as well as to accept in whole or in part such proposal(s) where it deems it advisable in protection of the best interests of the City. The City further reserves the right to accept or reject any or all bids/proposals, and to award or not award a contract based on this proposal.

6. **CONFLICT OF INTEREST.** Each proposer shall affirm that no official or employee of the City is directly or indirectly interested in this proposal for any reason of personal gain.

7. **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE.** The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry. A copy of this clause may be obtained at the City Clerk's Office, located in City Hall-200 West Fifth Street, Greenville, NC 28534. By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.

8. **M/WBE PROGRAM.** Minority and Women Business Enterprise (MWBE) Program. It is the policy of the City to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (M/WBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 2% Minority Business Enterprise (MBE) and 2% Women Business Enterprise (WBE) goal for the participation of M/WBE firms in supplying goods and services for the completion of this project. All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible.

Questions regarding the City's M/WBE Program should be directed to the M/WBE Office at (252) 329-4862.

9. **FEDERAL LAW.** Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

10. **TAXES.** Sales taxes may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation tax from which the City is exempt.

11. **WITHDRAWAL OF PROPOSALS.** No bid/proposal may be changed or withdrawn after the stated time and date for submittal. Bids/proposals submitted shall be binding for sixty (60) days after the date of submittal.

12. **SERVICES PERFORMED.** All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless the City, its officials (elected and non-elected), officers, agents, employees, and representatives from any and all liability, loss or damage that Seller may suffer as a result of claims, demands, actions, damages, or injuries of any kind or nature whatsoever by or to any and all persons or property.

13. **INDEPENDENT CONTRACTOR.** It is mutually understood and agreed the Seller is an independent contractor and not an employee or agent of the City, and as such, Seller, Seller's agents, and employees shall not be entitled to any City employment benefits, such as but not limited to vacation, sick leave, insurance, workers' compensation, pension, or retirement benefits.

14. **VERBAL AGREEMENT.** The City will not be bound by any verbal agreements.

15. **INSURANCE REQUIREMENTS.** Vendor shall maintain at its own expense all of the following:

- A. **Commercial General Liability** Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; City of Greenville, 200 West Fifth St. Greenville, N.C. 27834 shall be named as additional insured.
- B. **Professional Liability** insurance in an amount not less than \$1,000,000 per occurrence-if providing professional services.

- C. **Workers' Compensation Insurance** as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limits.
- D. **Commercial Automobile Insurance** applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable.

Certificates of Insurance shall be furnished prior to the commencement of services.

16. **IRAN DIVESTMENT ACT.** Vendor certifies that; (i) it is not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. G.S. 147-86.58; (ii) it will not take any actions causing it to appear on said list during the term of this contract, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.

17. **LOCAL PREFERENCE POLICY.** The City has implemented a Local Preference Policy effective February 1, 2014. The Local Preference Policy applies to all contracts for purchases of apparatus, supplies, and equipment costing less than \$30,000. Please be advised that should the lowest, responsible, responsive bid be less than \$30,000, the Local Preference Policy may be applied.

SPECIFIC TERMS AND CONDITIONS

1.0 OVERVIEW.

The City is seeking vendors to supply gasoline, diesel fuel, and Diesel Exhaust Fluid (DEF) for regular and emergency use. The City intends to award this contract for a period of two (2) years, with two (2) one-year renewal options. It is estimated the City uses 7,500 gallons of diesel fuel, 8,000 gallons of unleaded fuel, and 200 gallons of DEF every two weeks. Other fuel uses are off-road diesel fuel for generators and fuel required to maintain operations during an emergency.

2.0 HISTORY AND BACKGROUND.

The City Of Greenville has an on-going need for gasoline, diesel fuel, and DEF to ensure public safety and provision of key services during an emergency situation. The City has numerous vehicles, such as fire trucks, ambulances, police vehicles, and utility vehicles, as well as generators and other equipment which operate using gasoline or diesel fuel. The main roadways coming into the City are Interstate 264, North Carolina Highway 11, and North Carolina Highway 43.

This contract is for the sale and delivery of gasoline and diesel fuel to the City during normal operation. Due to our location, the City may experience significant destruction from the impact of hurricanes, violent storms, spawning tornadoes, or from other natural or man-made disasters or emergencies. The vendor will also be asked to give an option to deliver fuel during emergencies to include tank wagon delivery. In a case where the City's fuel station is flooded and no fuel can be obtained from the station, the successful vendor shall provide the ability to obtain fuel from a tank wagon, portable tanks or other means.

3.0 REQUIREMENTS.

By submitting a bid, the vendor agrees to comply with all the terms and conditions set forth in this invitation to bid.

3.1 Contract Term.

The contract shall have an initial term of two (2) years beginning December 1, 2020. The City reserves the option to extend this contract for two (2) additional one year periods. The extensions will be mutually agreed upon.

3.2 Definitions.

A. Transport Truck Delivery. The delivery of fuel by Transport Truck with a minimum delivery of 8,000 gallons for gasoline per-week, and 7,500 gallons for diesel per-week, if a combination load of gasoline and diesel is requested it will be for a total of 8,000 gallons. DEF will be order as needed, an estimated 200 gallons every two weeks.

B. Tank Wagon Delivery. The delivery of fuel by Tank Wagon where the maximum capacity of the fuel tank does not meet the minimum delivery of gallons specified for a Transport Truck. This will include fuel delivery to generators mentioned on this bid.

C. Surcharge. The dollar amount specified by Bidder to be added to the Average Price to cover Bidder's costs and profits.

D. Split Load. The delivery from a Transport Truck, which contains multiple fuel types.

3.3 Estimated Quantities.

It is estimated that during normal operation, the City Of Greenville will be requesting fuel delivery of about 7,500 gallons of diesel fuel, 8,000 gallons of unleaded fuel, and 200 gallons of DEF every two weeks. It is estimated that the City will be using proximally 500 to 1,000 gallons of off-road diesel fuel for generators annually.

The vendor shall provide fuel during an emergency. The City estimates that a small emergency event that lasts approximately two (2) weeks, will require an estimated amount of 18,000 gallons of unleaded fuel, 18,000 gallons of diesel and 1,000 gallons of off-road diesel fuel. These are only estimates and any emergency event may last longer than two weeks.

An emergency can be declared by the City, at its sole discretion, and may consist of natural and man-made disasters including, but not limited to, severe storms, hurricanes, wild fires, flooding, warfare, civil unrest, terrorism and fuel disruption due to refinery or pipe line being closed.

3.4 Fuel Specifications.

Gasoline fuel shall meet the following specifications:

- Gasoline E10, Unleaded, 87 Octane, conforming to Federal EPA specification.
- Diesel fuel, Ultra Low Sulfur Diesel Fuel, grade no. 2-D (.0015 mass % sulfur, minimum cetane index of 40) for use in over the road diesel engines, and off-road diesel conforming to Federal EPA specification.
- DEF must satisfy all requirements set in ISO 22241 to ensure that it is high-quality. It must contain 67.5% distilled or de-ionized water and 32.5% high-grade pharmaceutical urea that will work at temperatures as low as 12F.

3.5 Delivery.

The successful bidder will provide all labor and equipment associated with delivery of fuel to the City's fuel station and generator locations throughout the City during a regular delivery request and emergency requests.

The fuel station is located at 1500 Beatty Street, Greenville, NC 27834 Both unleaded, Ultra Low Sulfur No. 2 Diesel, and DEF are stored here. The unleaded and diesel tanks hold 20,000 gallons each.

There are three location for generators: (each generator holds 500 gallons)

- EOC—3375 East 10th Street, Greenville, NC 27858 Station 1 (Headquarters.)
- 500 South Greene Street, Greenville, NC 27834.
- Public Works Generator—1500 Beatty Street, Greenville, NC 27834

For delivery during normal operations:

- Request for delivery will be made by email Monday through Friday.
- Vendors should deliver within 24 hours from the time of the City's request.
- Deliveries can only be made Monday through Friday between the hours of 7:00 am – 3:00 pm, unless an emergency demands an alternate schedule.

Delivery of fuel under emergency conditions to the City, will be agreed upon by the City and vendor at the time an email is sent. Expected delivery will be same day but should not exceed seventy-two (72) hours, if beyond the vendor's control.

The successful vendor will:

- Provide emergency fuel to the City on a first-served basis. For purposes of this Invitation to Bid, first-served basis means the Successful Bidder will deliver fuel to the City before delivering fuel to non-governmental entities and use the closest appropriate terminal for obtaining fuel.
- Only provide fuel from Environmental Protection Agency (EPA) registered terminals.

With a prior notice of 72 hours, successful vendor will provide tank wagon, portable tanks or other means of fueling capability of 500 gallons or more of Diesel and Unleaded to either one or both of following location:

- 200 Staton Road
Greenville, NC 27834
- 3375 East 10th Street
Greenville, NC 27858

If circumstances beyond the control of the vendor result in a late delivery, it is the responsibility of and obligation of the vendor to make the details known to the Fleet Superintendent immediately. Excessive delays in delivery will be cause for contract termination.

3.6 Hazardous Substance and/or Oil Spills.

Vendors shall be responsible for any costs (direct or indirect) associated with damage and/or cleanup of a hazardous substance and/or oil spill caused by the vendor. This responsibility shall extend to freight carriers who were hired by the vendor to deliver the commodity. While on site, the vendor shall comply with all local, state, and federal requirements for the proper handling of hazardous substances and/or oil.

3.7 Fault and Responsibility (Other).

Issues related to delivery of fuel may include, but are not limited to, incorrect order, delivering wrong fuel, and cross-fueling. The party at fault will be responsible for all direct costs incurred to correct any such issue.

The Successful Bidder agrees to pay any and all additional costs incurred by the City to procure emergency fuel elsewhere if Successful Bidder fails to deliver per the requirements of this ITB, as well as reimburse the City for any out-of-pocket expenses the City directly or indirectly incurs due to Successful Bidder's failure to meet the requirements. Additional costs include but are not limited to the cost to purchase fuel above and beyond the contract price of the successful bidder.

4.0 PRICING.

Prices must remain firm throughout fiscal year the first two years of the agreement except as approved under Section 4.1 Price Adjustments.

4.1 Price Adjustments.

Any price adjustment allowed will be based on price changes at the Selma terminal (Chevro, BP, Citgo or other). **Price will be based on the OPIS Opening Rack Rate, meaning the OPIS Average Rack price for End of Day (6:00 pm).** Prior to delivery bidder shall provide the cost of fuel per-gallon. Bidder must agree to provide a copy of the OPIS Rack Average sheet with his invoice to the City of Greenville, for each delivery to verify his cost as terminal prices increase or decrease.

- Rebates shall not be included in the bid prices, nor at any time during the contract period.
- Petroleum product will be purchased and paid for at net gallons based on standards at the terminal by Temp, and API gravity.
- All petroleum product will be delivered FOB to City Of Greenville fuel station or designated locations (generators) prepaid.

4.2 Taxes.

- Federal Excise Tax. The City shall not pay successful bidder federal excise tax on any petroleum product. However, the City will sign an IRS approved exemption certificate as provided by successful bidder, in order to purchase petroleum products tax-free.
- North Carolina Sale(s) Tax. The City shall not pay successful bidder any applicable state and county sales tax. Supplier to file for refund.
- Inspection Tax. The City will pay to successful bidder the \$.0054 inspection fee, LIST and oil spill, and .0074 for diesel of road due to NORA as part of petroleum cost. No refund on this tax.
- NORA tax is not applicable to this bid.
- Taxes may fluctuate as a result of legislation. The City agrees to pay the current legislated tax rate; however, the successful bidder must provide documentation of any change to justify the tax rate on the invoice.

5.0 INVOICING.

Invoice for payment shall include a copy of the OPIS Opening Rack of fuel to verify invoice charges when different from bid prices.

6.0 FEDERAL AND STATE STANDARDS.

It is the intent of the City that all specifications herein are in full and complete compliance with all federal and State laws and regulations applicable to the type and class of commodity being provided. This includes, but is not limited to, Federal Motor Equipment Safety Standards (FMVSS), Occupational Safety and Health Administration (OSHA), and Environmental Protection Agency (EPA) Standards. In addition, any federal or State legislation that becomes effective during the term of the Agreement, including any renewals, that changes such applicable laws and regulations shall immediately become a requirement of the Agreement. The successful Bidder must meet or exceed any such laws or regulatory requirements. If an apparent conflict exists between the specifications and requirements contained herein and federal and State laws and regulations, the Successful Bidder must contact the City immediately. Delivery of non-conforming product may be cause for termination of the Agreement and/or suspension of Successful Bidder.

7.0 QUESTIONS AND INQUIRIES.

Please submit all questions in writing to dharris@greenvillenc.gov by Noon, Wednesday, October 7, 2020. Answers to all questions will be posted in an addendum by Thursday, October 8, 2020 at 4pm.

8.0 PROCUREMENT SCHEDULE.

Issue Date for Invitation for Bid	Thursday, September 24
Virtual Pre-Bid	Tuesday, October 6 at 10:00am
Questions Due	Wednesday, October 7 at Noon
Answers to Questions Posted	Thursday, October 8 at 4:00pm
Bids Due	Tuesday, October 13 at 4:00pm

Attachment A—Bid Price Form

The City of Greenville, North Carolina PURCHASING OFFICE

Gasoline and Diesel Fuel Per Specifications

Informal Bid# 20-21-11

Pursuant to N.C.G.S. § 143-131, as amended, bids and proposals subject to the conditions and specifications herein, are invited for furnishing the following equipment, materials, services, or repair work. **All bids must be received by the City of Greenville's Financial Services Manager by 4:00 PM on Tuesday, October 13, 2020**

By: Denisha Harris, Financial Services Manager

POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM

The undersigned bidder declares that he is aware of all terms and conditions set forth in this solicitation herewith and agrees that if this bid is accepted, that he/she will supply and deliver fuel at the prices shown below.

NOTE: Please complete the Selma OPIS Rack Avg. Price per gallon as of 6pm on the day listed as your base price.

E10 Gasoline (transport load)

Selma OPIS Rack Avg. Price per gal as of 10/12/2020	\$
Transportation price per gal.	\$
Inspection Fee, LUST & Oil Spill Tax per gal	\$.0054
Total Profit margin per gal	\$
Total Cost to City per gal	\$

E10 Gasoline (tank wagon load or portable tanks)

Selma OPIS Rack Avg. Price per gal as of 10/12/2020	\$
Transportation price per gal.	\$
Inspection Fee, LUST & Oil Spill Tax per gal	\$.0054
Total Profit margin per gal	\$
Total Cost to City per gal	\$

Ultra Low Sulfur Diesel Fuel (transport load)

Selma OPIS Rack Avg. Price per gal as of 10/12/2020	\$
Cost for diesel fuel additive	\$
Transportation price per gal.	\$
Inspection Fee, LUST & Oil Spill Tax per gal	\$.0056
Total Profit margin per gal	\$
Total Cost to City per gal	\$

Ultra Low Sulfur Diesel Fuel (tank wagon or portable storage)

Selma OPIS Rack Avg. Price per gal as of 10/12/2020	\$
Cost for diesel fuel additive	\$
Transportation price per gal.	\$
Inspection Fee, LUST & Oil Spill Tax per gal	\$.0056
Total Profit margin per gal	\$
Total Cost to City per gal	\$

Off-Road Ultra Low Sulfur Diesel Fuel (tank wagon) Deliver to Generators.

Selma OPIS Rack Avg. Price per gal as of 10/12/2020	\$
Cost for diesel fuel additive	\$
Transportation price per gal.	\$
Inspection Fee, LUST & Oil Spill Tax per gal	\$.0056
Total Profit margin per gal	\$
Total Cost to City per gal	\$

Diesel Exhaust Fluid.

Selma OPIS Rack Avg. Price per gal as of Date: 10/12/2020	\$
Cost for diesel fuel additive	\$
Transportation price per gal.	\$
Inspection Fee, LUST & Oil Spill Tax per gal	\$.0056
Total Profit margin per gal	\$
Total Cost to City per gal	\$

Attachment B—Signature Form

****MUST BE ATTACHED TO BID****

**City of Greenville
Financial Services Department/Purchasing Division**

Informal Bid#20-21-11 Gasoline, Diesel Fuel, DEF

- A. Please complete Attachment A and submit along with this bid signature form. All items bid are bid FOB Greenville, North Carolina, with shipping location as City of Greenville, Public Works Department, Attn: Angel Maldonado, Fleet Superintendent.**

Non-Collusion Compliance:

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. The bidder hereby makes an offer to the City of Greenville in accordance with the bid documents, including this Bid Proposal Form and all enclosures. The undersigned individual certifies that he or she is authorized to sign this bid for the bidder.

Date _____

The following are enclosed: (check all applicable)

- Brochures
- Samples
- Other

OFFICIAL LEGAL NAME OF COMPANY

ADDRESS

CITY STATE ZIP CODE

AUTHORIZED SIGNATURE

PRINT NAME TITLE

() ()

TELEPHONE NO FAX NO.

FEDERAL I.D. NUMBER

EMAIL/WEB SITE ADDRESS

Attachment C – Sample Contract