

AN ORDINANCE **2010-04-29-0343**

AUTHORIZING A CONTRACT WITH RKA PETROLEUM COMPANIES, INC. TO PROVIDE THE FLEET MAINTENANCE & OPERATIONS DEPARTMENT WITH UNLEADED GASOLINE WITH A MAXIMUM 10% ETHANOL BLEND WHICH WILL PROVIDE FUEL FOR CITY GASOLINE VEHICLES AND EQUIPMENT FOR A PERIOD UP TO SIX MONTHS FOR AN ESTIMATED COST OF \$3,299,010.00.

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WHEREAS, a bid was submitted to provide the City of San Antonio with unleaded fuel with a maximum of 10% ethanol; and

WHEREAS, the low bid was submitted by RKA Petroleum Companies, Inc. for an estimated cost of \$3,299,010.00 for a six month period; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The bid submitted by RKA Petroleum Companies, Inc. to provide the City with unleaded fuel for an estimated cost of \$3,299,010.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. Attached hereto and incorporated herein for all purposes as **Exhibit I** are the bid and bid tabulation sheet. While the bid submitted was for a longer term, this ordinance authorizes a contract period not to exceed six months. However, the City Manager, her designee, or the Director of Purchasing and General Services may extend this contract for up to three additional one month periods, if necessary to receive, evaluate and award a new fuel contract.

SECTION 2. Funding in the amount of \$3,299,010.00 for this ordinance is available in Fund 71001000, Cost Center 1599000001, General Ledger 5403545, as part of the Fiscal Year 2010 Budget. Payment not to exceed the budgeted amount is authorized to RKA Petroleum Companies, Inc. and should be encumbered with a purchase order.

SECTION 3: The financial allocations in this Ordinance are subject to approval by the Chief Financial Officer (CFO), City of San Antonio. The CFO may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

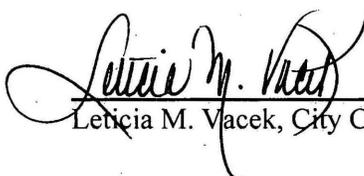
SECTION 4. This ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

PASSED AND APPROVED this 29th day of April, 2010.

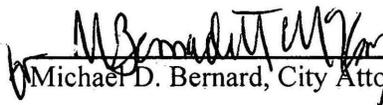

M A Y O R
Julián Castro

ATTEST:

APPROVED AS TO FORM:



Leticia M. Vacek, City Clerk



Michael D. Bernard, City Attorney

Agenda Item:	5 (in consent vote: 5, 6, 7, 8, 10, 11, 12A, 12B, 13A, 13B, 14, 15, 16, 17, 18A, 18B, 18C, 19, 22, 23, 24, 25, 26, 28, 30, 31, 32)						
Date:	04/29/2010						
Time:	09:23:08 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a contract with RKA Petroleum Companies, Inc. to provide the Fleet Maintenance & Operations Department with unleaded gasoline with a maximum 10% ethanol blend which will provide fuel for City gasoline vehicles and equipment for a period up to six months for an estimated cost of \$3,299,010.00. [Peter Zanoni, Assistant City Manager; Janie Cantu, Director, Purchasing & General Services]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				x
Leticia Cantu	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x			x	
John G. Clamp	District 10		x				

City of San Antonio Bid Tabulation

Opened: November 30, 2009 For: Gasoline Transport Loads			RKA Petroleum Companies, Inc.	Cinco J dba Johnson Oil Company	Mansfield Oil Company of Gainesville, Inc.	Maxey Energy Company	Petroleum Traders Corporation	PS Energy Group, Inc.	Valero Marketing and Supply Company
A310-10 DB			28340 Wick Rd. Romulus, MI 48174 734-946-2235	P.O. Drawer 1959 Gonzales, TX 78629	1025 Airport Parkway Gainesville, GA 30501	P.O. Box 1463 Uvalde, TX 78802	7120 Pointe Inverness Way Fort Wayne, IN 46804	2987 Clairmont Road, Ste. 500 Atlanta, GA 30329	P.O. Box 696000 San Antonio, TX 78269-6000
Item	Description	Estimated Gallons							
1	Unleaded Gasoline with a maximum 10% Ethanol Blend. Discount/Upcharge per Gallon OPIS Average for 11-27-2009 Effective Price for 11-27-2009	3,300,000	-\$0.0097 \$2.0091 \$1.9994	+\$0.0144 \$2.0091 \$2.0235	+\$0.0011 \$2.0091 \$2.0102	+\$0.0341 \$2.0091 \$2.0432	+\$0.0047 \$2.0091 \$2.0138	+\$0.0258 \$2.0091 \$2.0349	+\$0.0060 \$2.0091 \$2.0151
	Primary Brand/Trade Name		Shell	Flint Hills	Exxon	Exxon Mobil Clear 10% Ethanol Oxy Gas Reg.Unl	Valero	Valero Energy Corporation	Exxon
	Secondary Brand/Trade Name		Motiva, Suncoast, Valero, Flint Hills	Exxon	Flint Hills, Western, Valero, Motiva	N/A	Shell, Flint Hills, and Western Petroleum	Shell Oil	Valero
	Payment Terms		\$.005 cpg-10 days	Net 30 days	Net 30 days	Net 30 days	Net 30 days	Net 30 days	Net 30 days
	Estimated Annual Total		\$6,598,020.00	\$6,677,550.00	\$6,633,660.00	\$6,742,560.00	\$6,645,540.00	\$6,715,170.00	\$6,649,830.00
	Estimated Annual Award		\$6,598,020.00						

TERMS AND CONDITIONS OF INVITATION FOR BIDS

READ CAREFULLY

1. GENERAL CONDITIONS

Bidders (hereinafter "bidders", "vendors" or "contractors") are required to submit their bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. Any bid, after being opened, becomes subject to the Public Information Act, Government Code Chapter 552; therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Public Information Act.
- (d) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City's ethics ordinance.

2. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished or the bid may be deemed non responsive. The bidder shall print or type name and manually sign the schedule.
- (b) Where there is an error in extension of price, the unit price shall govern. Any bid that is considered for award by each unit or line item, must include a price for each unit or line item for which the bidder wishes to be considered. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.

Any bid that is considered for award on an "all or none" basis must include a price quote for all units or line items. In an "All or None" bid, a unit price left blank shall be tabulated as a "zero", and shall be deemed to be offered at no cost to the City.

- (c) Alternate bids may be allowed at the sole discretion of the City.
- (d) Proposed delivery time must be shown and shall include weekends and holidays, unless specified otherwise in this IFB.
- (e) Bidders will neither include federal taxes nor State of Texas limited sales excise and use taxes in bid prices since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by bidder.

3. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Each bid must clearly identify the proposed product, the quantity of the product, model, and type, as applicable. Prorata adjustments to packaging and pricing may be allowed at the sole discretion of the City.

4. ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL BUSINESS ECONOMIC DEVELOPMENT (SBEDA) PROGRAM

It is the policy of the City of San Antonio that Small, Minority, African-American and Women Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, bidder agrees, by submittal of this bid, that he/she will abide by all applicable terms and provisions of this Nondiscrimination Clause and the Small Business Economic Development Advocacy (SBEDA) Program Policy Ordinance. This clause and policy are available in the City Clerk's Office and the City's Economic Development Department.

5. SAMPLES, DEMONSTRATIONS AND TESTING

At the City's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested prior to award of the contract, upon delivery and/or at any point during the term of resulting contract. After notification, samples, demonstrations and/or testing must be provided within ten days. Failure to provide samples prior to award of contract will disqualify bidder from consideration. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the bidder. Samples will be returned upon request; otherwise, samples will become property of the City of San Antonio, ten days after award of the contract.

6. SUBMISSION OF BIDS

- (a) Sealed bids in triplicate shall be enclosed in sealed envelopes addressed to the City Clerk, City of San Antonio. The name and address of bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s).
- (b) Bids must be submitted on the forms furnished. Bids, however, may be modified provided such modifications are sealed and received by the City Clerk prior to the time and date set for the bid opening. However, the City of San Antonio shall not be responsible for lost or misdirected bids or modifications.
- (c) By submittal of this bid, bidder certifies to the best of his/her knowledge that all information is true and correct.

7. REJECTION OF BIDS

- (a) The City may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid; or
 - 2. The bid does not strictly conform to law or the requirements of the bid;
 - 3. The bid is conditional, except that the bidder may qualify the bid for acceptance by the City on an "All or None" basis or a "Best Value Item" basis. An "All or None" basis bid must include all items upon which bids are invited.

- (b) In the event that a bidder is or subsequently becomes delinquent in the payment of his, her or its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent bidder as a result of such contract.
- (c) The City may, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in Par. 7 (a) 3 above. The City at its sole discretion may also waive any minor informalities or irregularities in any bid, to include failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

8. WITHDRAWAL OF BIDS

Bids may not be withdrawn after the time set for the bid opening, unless approved by the City Council.

9. LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered.

10. CLARIFICATION TO BID SPECIFICATIONS

- (a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he/she may submit to the City Director of Purchasing and General Services, (Director) on or before seven calendar days prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Director on or before seven calendar days prior to the scheduled opening.
- (b) The City reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within two days from request.

11. INVOICING, PAYMENT AND DISCOUNTS

- (a) Address for Invoices. All invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

- (b) Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

- (c) Payment by City. City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date the City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date the City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between the City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice, or a credit memorandum for the disputed amount, or the item must be issued by the vendor. City will not make partial payments on an invoice where there is a dispute.

- (d) **NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT.** NOTWITHSTANDING THE FORGOING, THE CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE, VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A WAIVER BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.
- (e) The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.
- (f) Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Bidders must not include such taxes in bid prices. An exemption certificate will be signed by City where applicable upon request by bidder after contract award.
- (g) Prompt Payment Discount. Provided Bidder meets the requirements stated herein, City shall take Bidder's offered prompt payment discount into consideration in determining who the low bidder is. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the bid price, either per line item or total bid amount. However, the City reserves the right to reject a discount if the percentage is too low to be of value to the City, all things considered. The City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

The City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in bid evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the bid price during bid evaluation, and the City will take the 2% discount if the invoice is paid within the 10 day time period.

12. AWARD OF CONTRACT

- (a) Per Section § 252.043 of the Texas Local Government Code, the contract will be awarded to either the lowest responsible bidder or to the bidder who provides goods and/or services at the best value for the City. In determining best value, the City may consider price, reputation, quality, past relationship with City, SBEDA requirements, long term cost and any other relevant factors.
- (b) The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations, in accordance with Par. 7 (a) 3 above.
- (c) A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
- (d) The City of San Antonio reserves the right to utilize previous purchases as a basis for evaluation of bids when future usages are unable to be determined.

- (e) Breaking of tie bids shall be in accordance with the Texas Local Government Code § 271.901.
- (f) Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.

13. BID PROTEST PROCEDURES

Any bidder who is adversely affected in connection with the solicitation, evaluation, or proposed award of a contract may file a protest with the Director of Purchasing & General Services and appeal any adverse decision to the City Manager of the City of San Antonio.

Vendor must deliver a written notice of protest to the Purchasing & General Services Director within seven (7) calendar days of the posting of the intent to award. If vendor does not file a written notice within this time; the vendor will have waived all rights to formally protest the intent to award. It is the vendor's responsibility to check the City's website posting.

14. DEBRIEFING

Debriefing of contract award is available upon request and after award of the Contract.

15. CONTRACT TERMINATION

TERMINATION-BREACH:

- (a) Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its obligations under this contract, or violate any of the terms of this contract, the City shall have the right to immediately terminate the contract. Notice of termination shall be provided in writing to the contractor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor.

TERMINATION-NOTICE:

- (b) The City may terminate this contract without cause. The City shall be required to give the vendor notice ten days prior to the date of termination of the contract without cause.

TERMINATION-FUNDING:

- (c) City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

16. DELIVERY OF GOODS/SERVICES

- (a) All materials are to be delivered F.O.B., City of San Antonio's designated facility.

- (b) Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of the bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required", "as soon as possible" or "prompt" may result in disqualification of the bid.
- (c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Director. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.
- (d) When delivery is not met as provided for in the contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible bidders as determined by the Purchasing & General Services Department.

17. PERFORMANCE DEPOSIT

- (a) The following provisions shall apply only when a performance deposit is specified as required in this Invitation for Bids.
- (b) The successful vendor must furnish the City of San Antonio with a performance deposit in the amount set forth in the Invitation For Bids. This deposit is not to be submitted with the bid, but must be presented to the Purchasing & General Services Department within ten days from request.
- (c) The City of San Antonio will not enter into a contract or issue a purchase order until the successful vendor has complied with the performance deposit provisions.
- (d) The performance deposit shall be in the form of a performance bond (in a form acceptable to the City Attorney), cashier's check, certified check upon a state or national bank or trust company, or a check on such bank or trust company signed by a duly authorized officer thereof (checks to be drawn payable to the City of San Antonio), or a Certificate of Deposit from such bank or trust company assigned to the City of San Antonio, or an irrevocable letter of credit from a state or national bank or trust company.
- (e) The performance deposit of the successful vendor shall be returned by the City upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (f) Failure of successful vendor to perform any of the services required by this contract within ten days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or products within ten days from receipt of written demand therefore, shall constitute a total breach of this contract and shall cause this contract to terminate immediately upon the expiration of the ten day period. In the event of such termination, the performance deposit shall be retained by the City of San Antonio as liquidated damages, based upon mutual agreement and understanding between vendor and City at the time this bid is solicited, submitted and accepted, that the City of San Antonio is a governmental agency engaged in public projects, and that the measurement of damages, which might result from a breach of the terms and specifications herein is difficult or impossible to determine. However, the Director with the concurrence of the City Manager, may return all or part of the performance deposit to the vendor if the Director determines, in the Director's sole discretion, that the failure to perform the conditions of this contract was the result of acts or events over which the vendor had no control. The determination shall then be final and binding on all parties.

18. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

19. BID RESULT REQUEST

Any party who wishes to be provided documents relating to the bid results shall make a request in writing. Pursuant to state law, the City may assess a fee in order to recoup the cost related to providing the requested information.

20. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

21. INDEMNIFICATION

BIDDER covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to BIDDER'S activities under this contract, including any acts or omissions of BIDDER, any agent, officer, director, representative, employee, consultant or subcontractor of BIDDER, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT BIDDER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. BIDDER shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or BIDDER known to BIDDER related to or arising out of BIDDER's activities under this contract, and shall see to the investigation and defense of such claim or demand at BIDDER's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving BIDDER of any of its obligations under this paragraph.

22. INSURANCE

If required, specific insurance provisions will be included in these bid specifications. An original, completed insurance certificate and all applicable endorsements, meeting the requirements set forth in these specifications, must be submitted within 10 days of a request from the City. The successful vendor must maintain, at all times during performance of the contract, the insurance detailed in these bid specifications. Failure to provide these documents may result in disqualification of the bid, or cancellation of the contract, after award.

23. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

24. WARRANTY

The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services.

REJECTION OF DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY. ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED

WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

25. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the City of San Antonio Purchasing & General Services Department.

26. ASSIGNMENT

Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void and shall confer no rights upon any third person.

27. INTERLOCAL PARTICIPATION

- (a) The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this Invitation for Bids (hereafter "IFB"). Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within ten calendar days of receipt.
- (b) In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.
- (c) Entity purchase orders shall be submitted to Vendor by the Entity.
- (d) Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no

representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN CITY.

28. QUESTIONS

Questions regarding interpretation of bids, bid results or bid awards should be directed to the Purchasing & General Services Department at (210) 207-7260.

SPECIFICATIONS AND GENERAL REQUIREMENTS

PERIOD OF CONTRACT: Contract shall begin upon the effective date of the ordinance awarding the contract, or **January 1, 2010**, whichever is later, and terminate on **December 31, 2012**.

At the City's option, this Contract may be renewed under the same terms and conditions for two (2) additional one (1) year periods. Renewals shall be in writing and signed by the City's Director of Purchasing & General Services or her designee, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Director of Purchasing & General Services or her designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

SCOPE: The City of San Antonio is soliciting bids for a contractor to provide gasoline fuel to petroleum storage tanks with capacities greater than 10,000 gallons. The City is concerned with improving its air quality and protecting its water supplies. It recognizes that the fuel it purchases under this contract has an effect on both. As such, the City would like to purchase conventional regular unleaded fuel and/or conventional regular unleaded fuel with a maximum of 10% Ethanol mix that contains no other based additives. Additionally, it would like to insure that during the prime ozone period of May through September it will be provided a fuel that meets or exceeds any federal, state or local rules, regulations or requirements.

STANDARD REQUIREMENTS:

1. Prospective bidders must prove beyond any doubt to the City Purchasing Administrator that they are duly qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed.
2. When contractor cannot abide by terms and conditions in fulfilling the contract, contractor must supply service or supplies from other sources at the contract price. If contractor delays in the above, the City reserves the right to purchase on the open market and charge contractor the difference between contract price and the purchase price.
3. The Annual Contract shall include the following terms and conditions:
 - a. An Annual Contract purchase order will not be issued for each City agency authorized to place orders against this annual contract. A contract purchase order will be issued per order. Vendor must have the Contract Purchase Order before making any delivery. Payment will be made by the City on a monthly basis.
 - b. All invoices must be submitted in duplicate and show each purchase order number and corresponding City agency. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices or otherwise specified. If prices are based on discounts from list, then list prices, discounts in terms of percentage, and net prices must be shown. If prices are based on list prices basis, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown. In connection with any term discount offered, time will be computed from the first of the month following receipt of supplies or services, or a correct invoice. Payment is deemed to be made on the date of mailing of the check.
 - c. Bidders' facilities and equipment may be a determining factor in making the bid award. All bidders may be subject to inspection of their facilities and equipment.

- MSDS*
4. Bidder is to include a Material Safety Data Sheet (MSDS) and Product Specifications Sheet/Typical Analysis Sheet with bid. The specifications sheet must contain brand names, if applicable, be printed on the refiner's or common carrier pipeline company's letterhead, dated no later than six months prior to bid opening date and be based on actual test results of the gasoline being bid. Failure to provide documentation may result in rejection of bid. **NO EXCEPTIONS.**
 5. Bidder specifications must be completed on Enclosure I, and be submitted with the bid. **NO EXCEPTIONS.**
 6. Contractor will not be allowed to fluctuate from one brand or trade name products to another throughout the contract period—A letter of intent must be submitted to the City of San Antonio Purchasing & General Services Director for approval to change brand or trade name products.
 7. Any person contemplating submitting a bid for this contract that has questions about the specifications, or other bid documents, may contact David Benites in Purchasing & General Services Department at (210) 207-2818.
 8. Additional requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation or changes of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed, faxed, or delivered to each person receiving a set of bids. The City will not be responsible for any other explanations or interpretation of the bid made or given prior to the award of the contract.

SPECIFICATIONS:

TEMPERATURE ADJUSTMENT

get gallons
The contractor shall make adjustment and allowances in gallonage of gasoline to compensate for change in temperature of gasoline, i.e., contractor must show temperature of gasoline at loading point at the time the gasoline was unloaded onto the transport and must show the correction and adjustment made in gallonage delivered to the City using 60°F as normal temperature reading. Such corrections and adjustment will be shown on invoice billing to the City of San Antonio.

TEST

Deliveries of gasoline under this contract are subject to test at City's discretion to insure compliance with specifications. All tests shall be made as per method used by the American Society of Testing Materials, unless otherwise specified. Fuel from any deliveries provided by sub-contracted carriers may be tested for compliance at the discretion of the City. When test analysis shows gasoline meeting specifications, the City of San Antonio will pay for said test. When test analysis shows gasoline does not meet specifications, contractor will pay for said test.

DETERGENT ADDITIVES

Gasoline will contain a detergent additive in sufficient concentration, as substantiated by laboratory tests recognized by the automobile manufacturers and the oil industry to prevent fouling of port fuel injectors.

(11 oz Nothing Bid)

BID AWARD

Award of contract will be to one firm only.

QUANTITIES

Minimum/Maximum Gallons per Transport

8,000 - 10,000 Gallons

Approximate Annual Requirement

3,300,000 Gallons

PRICE ESCALATION

is day in Antonio

During the period of this contract, prices may be increased and decreased. However, price changes will be governed by an index made up of the composite posted prices in San Antonio of those companies published in the weekly publication of Oil Price Information Service (OPIS). The low bidder will be determined by the amount of discount from the OPIS composite. The contractor's delivered price may not exceed the OPIS price minus the discount throughout the period of the contract. Prices will be adjusted on a weekly basis, effective each Friday based on price moves confirmed by OPIS.

DELIVERY

Price will be for transport loads delivered F.O.B. any City storage tank located within the City of San Antonio as directed by the Fleet Maintenance & Operations Department. Price shall include all delivery or freight charges unless otherwise specified.

Contractor may be required to make delivery of gasoline on weekends or holidays and outside of normal working hours. Most deliveries will be routinely scheduled; however, contractor must be capable of making delivery within 24 hours notice.

AS A CONDITION OF AWARD, THE CONTRACTOR MUST AGREE THAT THEIR TANKERS WILL ONLY USE THE CITY OF SAN ANTONIO'S HAZ-MAT ROUTES WHEN DELIVERING FUEL SPECIFIED IN THIS CONTRACT. FAILURE TO UTILIZE THE CITY OF SAN ANTONIO HAZARDOUS CARGO ROUTE MAY RESULT IN CANCELLATION OF THE CONTRACT.

FUEL SPILLS

The contractor must take extreme care to avoid fuel spills. The contractor must attend to the tanker at all times during the fuel off loading. Any costs resulting from fuel spills due to the negligence on the part of the contractor, its agents or employees, or due to an equipment malfunction will be procured by the contractor and may be grounds for termination of this contract, at the City of San Antonio's option.

STAGE I VAPOR RECOVERY

The contractor will be fully responsible for insuring all fuel deliveries made by their employees or subcontractor/agent utilize Stage I vapor recovery. All deliveries shall use Stage I vapor recovery with, **NO EXCEPTIONS**. Any fees, fines or violations administered by any regulatory agency for missus or non use of Stage I vapor recovery will be the responsibility of the contractor. Any violations administered for non use of Stage I vapor recovery, may be grounds for termination of this contract, at the City of San Antonio's option.

SPECIFICATIONS FOR E10 GASOLINE AND ETHANOL MOTOR FUEL BLEND

The E10 gasoline and ethanol motor fuel blend delivered under this contract shall be a motor fuel solution of 90-percent by volume, unleaded gasoline and 10-percent by volume, ethanol. The ethanol of the E10 gasoline and ethanol motor fuel blend shall be fully compliant with **ASTM D 4806 Standard Specification for Denatured Fuel Ethanol for Blending with Gasoline for Use as Automotive Spark Ignition Engine Fuel.**

The ethanol of the blend shall be passed through a filter no larger than 10-microns nominal prior to blending with unleaded gasoline. The E10 gasoline and ethanol motor fuel blend delivered to the City of San Antonio shall be compliant with the latest version of **ASTM 4814 Standard Specification for Automotive Spark-Ignition Engine Fuel** as applicable to the San Antonio, Texas area and the time of year in which the blend is delivered. The vapor/liquid ratio of the E10 gasoline and ethanol motor fuel blend shall be 20 maximum per ASTM D 2533.

INSURANCE

Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Purchasing & General Services Department, which shall be clearly labeled "Gasoline Transport Loads" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Purchasing Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of \$2,000,000 per occurrence; \$5,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles d. MCS-90	Combined Single Limit for Bodily Injury and Property Damage of \$5,000,000 per occurrence, or its equivalent in Umbrella or Excess Liability Coverage
5. Pollution Liability/Environmental Impairment/ Impact – sufficiently broad to cover disposal liability	\$2,000,000 per claim / \$2,000,000 Aggregate

Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Respondent herein, and provide a certificate of insurance and endorsement that names the Respondent and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

The City shall be entitled, upon request and without expense, to receive copies or be allowed to review copies at a mutually agreeable site of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Purchasing & General Services Department
P.O. Box 839966
San Antonio, Texas 78283-3966

Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City;
- Claims made policies shall be required for two years after the term of the Agreement;
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

It is agreed that Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided or by the minimum limits of coverage stated herein.

PRICE SCHEDULE

Item 1: Unleaded Gasoline with a maximum 10% Ethanol Blend - (see specifications on Enclosure 1) Transport loads priced per gallon discount or up charge from San Antonio area average OPIS Composite (do not include State or Federal Taxes, Federal Superfund charges or Environmental Loading Fees). During the months of May through October 1, vendor must supply gasoline that meet the requirements of the TCEQcode 30 TAC Chapter 114, Subchapter H, Rule §114.301 which includes the maximum Reid Vapor Pressure of 7.8 psi.

PRICE: \$ -.0097 PER GALLON DISCOUNT OR UPCHARGE
DISCOUNT UPCHARGE (CHECK ONE)

PRIMARY BRAND/TRADE NAME:
Shell

SECONDARY BRAND/TRADE NAME:
Motiva, Suncoast, Valero, Flint Hills

Item 2: Regular Unleaded Gasoline- (see specifications on Enclosure 2) Transport loads priced per gallon discount or upcharge from San Antonio area average OPIS Composite (do not include State or Federal Taxes, Federal Superfund charges or Environmental Loading Fees). During the months of May through October 1, vendor must supply gasoline that meet the requirements of the TCEQcode 30 TAC Chapter 114, Subchapter H, Rule §114.301 which includes the maximum Reid Vapor Pressure of 7.8 psi.

PRICE: \$ +.0353 PER GALLON DISCOUNT OR UPCHARGE
DISCOUNT UPCHARGE (CHECK ONE)

PRIMARY BRAND/TRADE NAME:
Shell

SECONDARY BRAND/TRADE NAME:
Motiva, Suncoast, Valero, Flint Hills

SPECIFICATIONS
UNLEADED GASOLINE WITH A MAXIMUM 10% ETHANOL

PRODUCT PROPERTY	ASTM TEST	CLASS A	CLASS C	CLASS D	BIDDER'S SPECS
Benzene, vol. %, Max.	D3606/D4053	2.3	2.3	2.3	4.9
Octane: RON MON (R+M)/2 (Minimum)	D2699/D2885 D2700/D2885	Report 82.0 87.0	Report 82.0 87.0	Report 82.0 87.0	87.0
Oxygen Content, weight %, Max.	D4815	2.7	2.7	2.7	.01
Reid Vapor Pressure (psi), Max.	D5191	7.8*	11.5	13.5	7.8
Color		Undyed/Clear	Undyed/Clear	Undyed/Clear	Undyed. Clear
Corrosion 3 hr. @ 122 °F (50°C), Max.	D130	1	1	1	1
Doctor test or, Mercaptan sulfur, wt %, Max.	D4952 D3227	Negative 0.002	Negative 0.002	Negative 0.002	Negative, or
Existent Gum mg/100 ml, Max.	D381	4	4	4	4
Lead Content, gm/gal; Max.	D3237 or Equiv.	0.03	0.03	0.03	?
Gravity °API at 60 °F, Max.	D287, D1298	Report	Report	Report	D287 - Report
Oxidation stability-minutes, Min.	D525	240	240	240	240
Phosphorous, grm/gal, Max.	D3231	0.0003	0.0003	0.0003	? .004
Sulfur, wt %; Max.	D2622	0.10	0.10	0.10	? 80
VOLATILITY:					70 60 55 (158) (140) (131)
Distillation, °C(°F) @ % Evap.	D86				
@10% Evap. Max.		70(158)	60(140)	55(131)	
@50% Evap. Min.		77(170)	77(170)	77(170)	70 60 55 (158) (140) (131)
@50% Evap. Max.		121(250)	116(240)	113(235)	70 60 55 (158) (140) (131)
@90% Evap. Max.		185(374)	185(374)	185(365)	70 60 55 (158) (140) (131)
End Point, Max.		221(437)	221(437)	221(437)	70 60 55 (158) (140) (131)
Vapor/Liquid Ratio (V/L), °C(°F) @ 20, Min.	D2533/D5188	56(122)	51(117)	47(117)	70 60 55 (158) (140) (131)
Ethanol volume %, min	D5501	92.1	92.1	92.1	92%
Methanol, volume % max		0.5	0.5	0.5	?
Solvent-washed gum, mg/100 ml max	D381	5.0	5.0	5.0	?
Water content, volume %, max	E203	1.0	1.0	1.0	1.0

**SPECIFICATIONS
REGULAR UNLEADED GASOLINE**

PRODUCT PROPERTY	ASTM TEST	CLASS			RIDDER'S SPECS
		A	C	D	
Benzene, vol %, Max.	D3606/D4053	2.3	2.3	2.3	2.3
Octane: RON MON (R+M)/2 (Minimum)	D2699/D2885 D2700/D2885	Report 82.0 87.0	Report 82.0 87.0	Report 82.0 87.0	87.0
Oxygen Content, weight %, Max.	D4815	2.7	2.7	2.7	2.7
Reid Vapor Pressure (psi), Max.	D5191	7.8*	11.5	13.5	7.8
Color		Undyed/Clear	Undyed/Clear	Undyed/Clear	Undyed Clear
Corrosion 3 hr. @ 122 °F (50°C), Max.	D130	1	1	1	1
Doctor test or Mercaptan sulfur, wt %, Max.	D4952 D3227	Negative 0.002	Negative 0.002	Negative 0.002	Negative 0.002
Existent Gum mg/100 ml, Max.	D381	4	4	4	4
Lead Content, gm/gal; Max.	D3237 or Equiv.	0.03	0.03	0.03	? ?
Gravity °API at 60 °F, Max.	D287, D1298	Report	Report	Report	D287 Report
Oxidation stability-minutes, Min.	D525	240	240	240	240
Phosphorous, gm/gal, Max.	D3231	0.0003	0.0003	0.0003	.004 ?
Sulfur, wt %; Max.	D2622	0.10	0.10	0.10	80
VOLATILITY:					
Distillation, °C(°F) @ % Evap.	D86				
@10% Evap. Max.		70(158)	60(140)	55(131)	Meets Specs. ←
@50% Evap. Min.		77(170)	77(170)	77(170)	
@50% Evap. Max.		121(250)	116(240)	113(235)	
@90% Evap. Max.		185(374)	185(374)	185(365)	
End Point, Max.		221(437)	221(437)	221(437)	
Vapor/Liquid Ratio (V/L), °C(°F) @ 20, Min.	D2533/D5188	? 56(122)	51(117)	47(117)	?

Class A Grade - "Summer" grade of gasoline to be supplied May through September.

Class C Grade - Intermediate grade for use April and October.

Class D Grade - "Winter" grade of gasoline to be supplied January-March and November - December.

*Unleaded Gasoline delivered for Class A grade will be a Low RVP.

Enclosure 2

Detailed Trade Risk Insight provides detailed updates on over 1.5 billion commercial trade experiences collected from more than 260 million unique supplier/purchaser relationships.

Days Beyond Terms - Past 3 & 12 Months

3 months from Oct 09 to Dec 09

0
Days

Dollar-weighted average of 9 payment experiences reported from 8 companies

12 months from Jan 09 to Dec 09

1
Days

Dollar-weighted average of 21 payment experiences reported from 19 companies

Derogatory Events Last 11 Months from Dec 08 to Oct 09

No Derogatory trade Event has been reported on this company for the past 13 Months

Total Current and Past Due - 11 month trend from Dec 08 to Oct 09

Status	Dec-08	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09
Total	882,513	890,262	910,313	834,221	1,259,629	1,742,039	884,232	972,436	251,984	996,959	1,196,395
Current	882,543	886,437	910,160	834,447	1,232,036	1,742,190	884,523	916,177	282,059	996,959	1,196,395
1-30 Days Past Due	-30	4,165	493	89	89	205	-30	5,013	-75	0	0
31-60 Days Past Due	0	73	73	44	99	99	94	29,049	0	0	0
61-90 Days Past Due	0	44	44	73	27,763	-161	-161	22,291	0	0	0
90+ Days Past Due	0	-457	-457	-412	-338	-294	-194	-94	0	0	0

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Statement:

"Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us <<http://www.ethics.state.tx.us>>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205."

IMPORTANT MAILING INSTRUCTIONS:

MAIL TO: CITY CLERK
P.O. BOX 839966
SAN ANTONIO, TX 78283-3966

PHYSICAL ADDRESS: CITY CLERK
CITY HALL (COMMERCE ST. & FLORES ST.)
100 MILITARY PLAZA, 2ND FLOOR
SAN ANTONIO, TEXAS 78205

MARK ENVELOPE: "ANNUAL CONTRACT FOR GASOLINE TRANSPORT LOADS"
BIDS TO BE OPENED: 2:00 P.M., NOVEMBER 20, 2009
BID NO. A310-10 DB

REMARKS:

**2010-2011
CONTRACT FOR
GASOLINE TRANSPORT LOADS
(A310)**

THIS RIDER is attached to the City of San Antonio bid for the benefit of the agencies listed below; the City assumes no responsibility in the evaluation and award of any contracts that result from this rider. Any contract resulting from this rider is strictly between the individual agencies listed hereon and the bidder.

BIDDER SHOULD INDICATE BELOW WILLINGNESS TO CONTRACT WITH THE FOLLOWING RESPECTIVE AGENCIES

	ESTIMATED QUANTITIES	YES	NO
VIA Metropolitan Transit	1,100,000	✓	_____
City Public Service	3,400,000	✓	_____
Northside ISD	920,000	✓	_____
San Antonio Water System	428,990	✓	_____
San Antonio ISD	244,000	✓	_____
Northeast Independent School District	135,000	✓	_____
Southwest ISD	115,200	✓	_____
Schertz-Cibolo-Universal City Independent School District	100,000	✓	_____
Bexar County	76,000	✓	_____

Specifications and General Conditions, prices, etc. as stipulated in the City of San Antonio bid will apply, with the following exceptions:

- A. Delivery location, delivery schedules and billing instructions will be made by the contracting agency.
- B. Contract will be made between the bidder and the respective agency, at the agency's discretion.

BIDDER MUST FILL IN THE FOLLOWING:

FIRM NAME: RKA Petroleum Companies, Inc.
 ADDRESS: 28340 Wick Rd., Romulus, MI 48174
 TELEPHONE NO.: ⁽⁷³⁴⁾ 946-2235 AUTHORIZED SIGNATURE: Christine Nasser
 SIGNER'S TITLE: Government Account Executive

NOTE: Failure to submit this rider will not affect the city of San Antonio bid award.

REMARKS:



CITY OF SAN ANTONIO

P.O. Box 839966
SAN ANTONIO, TEXAS 78283-3966

ADDENDUM I

SUBJECT: A310-10-DB, Annual Contract for Gasoline Transport Loads, scheduled to open November 20, 2009, date of issue November 16, 2009.

DATE: November 16, 2009

**THE ABOVE MENTIONED FORMAL INVITATION TO BID IS HEREBY
AMENDED AS FOLLOWS:**

1. The proposal deadline has been extended. All bids must be received in the City Clerk's office no later than 2:00 p.m. on Monday, November 30, 2009. All other dates regarding the bid shall remain unchanged.
2. Enclosure 1 and 2 changed to read per attached.

****THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE BID PACKAGE****

Denise D. Gallegos, CPPB
Purchasing & Contracts Administrator
Purchasing & General Services Department

Date 11-16-09

Company Name RKA Petroleum Companies, Inc.

Address 28340 Wick Rd.

City/State/Zip Code Romulus, MI 48174

Christina Nasser

Signature

**SPECIFICATIONS
UNLEADED GASOLINE WITH A MAXIMUM 10% ETHANOL**

PRODUCT PROPERTY	ASTM TEST	CLASS A	CLASS C	CLASS D	BIDDER'S SPECS
Benzene, vol. %, Max.	D3606/D4053	2.3	2.3	2.3	4.9
Octane: RON MON (R+M)/2 (Minimum)	D2699/D2885 D2700/D2885	Report 82.0 87.0	Report 82.0 87.0	Report 82.0 87.0	87.0
Oxygen Content, weight %, Max.	D4815	2.7	2.7	2.7	.01
Reid Vapor Pressure (psi), Max.	D5191	7.8*	11.5	13.5	7.8
Color		Undyed/Clear	Undyed/Clear	Undyed/Clear	Undyed. Clear
Corrosion 3 hr. @ 122 °F (50°C), Max.	D130	1	1	1	1
Doctor test or; Mercaptan sulfur, wt %, Max.	D4952 D3227	Negative 0.002	Negative 0.002	Negative 0.002	Negative.002
Existent Gum mg/100 ml, Max.	D381	4	4	4	4
Lead Content, gm/gal; Max.	D3237 or Equiv.	0.03	0.03	0.03	?
Gravity °API at 60 °F, Max.	D287, D1298	Report	Report	Report	D287 - Report
Oxidation stability-minutes, Min.	D525	240	240	240	240
Phosphorous, gm/gal, Max.	D3231	0.0003	0.0003	0.0003	? .004
Sulfur, wt %; Max.	D2622	0.10	0.10	0.10	? 80
VOLATILITY:					
Distillation, °C(°F) @ % Evap.	D86				70 (158) 60 (140) 55 (131)
@10% Evap. Max.		70(158)	60(140)	55(131)	
@50% Evap. Min.		77(170)	77(170)	77(170)	66 (150) 66 (150)
@50% Evap. Max.		121(250)	116(240)	113(235)	121 (250) 114 (235) 113 (235)
@90% Evap. Max.		185(374)	185(374)	185(365)	
End Point, Max.		221(437)	221(437)	221(437)	221 (437) 221 (437) 221 (437)
Vapor/Liquid Ratio (V/L), °C(°F) @ 20, Min.	D2533/D5188	56(122)	51(117)	47(117)	?
Ethanol volume %, min	D5501	92.1	92.1	92.1	92%
Methanol, volume % max		0.5	0.5	0.5	?
Solvent-washed gum, mg/100 ml max	D381	5.0	5.0	5.0	?
Water content, volume %, max	E203	1.0	1.0	1.0	1.0

**SPECIFICATIONS
REGULAR UNLEADED GASOLINE**

PRODUCT PROPERTY	ASTM TEST	CLASS A	CLASS C	CLASS D	BIDDER'S SPECS
Benzene, vol. %, Max.	D3606/D4053	2.3	2.3	2.3	2.3
Octane: RON MON (R+M)/2 (Minimum)	D2699/D2885 D2700/D2885	Report 82.0 87.0	Report 82.0 87.0	Report 82.0 87.0	87.0
Oxygen Content, weight %, Max.	D4815	2.7	2.7	2.7	2.7
Reid Vapor Pressure (psi), Max.	D5191	7.8*	11.5	13.5	7.8
Color		Undyed/Clear	Undyed/Clear	Undyed/Clear	Undyed Clear
Corrosion 3 hr. @ 122 °F (50°C), Max.	D130	1	1	1	1
Doctor test or; Mercaptan sulfur, wt %, Max.	D4952 D3227	Negative 0.002	Negative 0.002	Negative 0.002	Negative .002
Existent Gum mg/100 ml, Max.	D381	4	4	4	4
Lead Content, gm/gal; Max.	D3237 or Equiv.	0.03	0.03	0.03	? ?
Gravity °API at 60 °F, Max.	D287, D1298	Report	Report	Report	D287 Report
Oxidation stability-minutes, Min.	D525	240	240	240	240
Phosphorous, gm/gal, Max.	D3231	0.0003	0.0003	0.0003	.004 ?
Sulfur, wt %; Max.	D2622	0.10	0.10	0.10	80
VOLATILITY:					
Distillation, °C(°F) @ % Evap.	D86				
@10% Evap. Max.		70(158)	60(140)	55(131)	Meets
@50% Evap. Min.		77(170)	77(170)	77(170)	Specs.
@50% Evap. Max.		121(250)	116(240)	113(235)	←
@90% Evap. Max.		185(374)	185(374)	185(365)	
End Point, Max.		221(437)	221(437)	221(437)	
Vapor/Liquid Ratio (V/L), °C(°F) @ 20, Min.	D2533/D5188	56(122)	51(117)	47(117)	?

Class A Grade - "Summer" grade of gasoline to be supplied May through September.

Class C Grade - Intermediats grade for use April and October.

Class D Grade - "Winter" grade of gasoline to be supplied January-March and November - December.

*Unleaded Gasoline delivered for Class A grade will be a Low RVP.

Enclosure 2

Detailed Trade Risk Insight provides detailed updates on over 1.5 billion commercial trade experiences collected from more than 260 million unique supplier/purchaser relationships.

Days Beyond Terms - Past 3 & 12 Months

3 months from Oct 09 to Dec 09

0
Days

Dollar-weighted average of 9 payment experiences reported from 8 companies

12 months from Jan 09 to Dec 09

1
Days

Dollar-weighted average of 21 payment experiences reported from 19 companies

Derogatory Events Last 11 Months from Dec 08 to Oct 09

No Derogatory trade Event has been reported on this company for the past 13 Months

Total Current and Past Due - 11 month trend from Dec 08 to Oct 09

Status	Dec-08	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09
Total	882,513	890,262	910,313	834,221	1,250,829	1,742,039	884,232	972,436	261,984	996,959	1,196,395
Current	882,543	888,437	910,160	834,447	1,232,036	1,742,190	884,523	916,177	262,059	996,959	1,196,395
1-30 Days Past Due	-30	4,185	493	69	69	205	-30	5,013	-75	0	0
31-60 Days Past Due	0	73	73	44	99	99	94	29,049	0	0	0
61-90 Days Past Due	0	44	44	73	27,763	-161	-161	22,291	0	0	0
90+ Days Past Due	0	-457	-457	-412	-338	-294	-194	-94	0	0	0

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CITY OF SAN ANTONIO

P.O. Box 839966
SAN ANTONIO, TEXAS 78283-3966

ADDENDUM II

SUBJECT: A310-10-DB, Annual Contract for Gasoline Transport Loads, scheduled to open November 30, 2009, date of issue November 2, 2009.

DATE: November 19, 2009

THE ABOVE MENTIONED FORMAL INVITATION TO BID IS HEREBY AMENDED AS FOLLOWS:

1. Page 1, Paragraph 3, Strike in its entirety:

~~"It is the policy of the City of San Antonio to involve qualified Small, Minority, Woman owned, and local business in construction, procurement, professional services, and leases and concessions contracting. The City of San Antonio has established the following minority business enterprise (MBE), woman business enterprise (WBE), African American business enterprise (AABE), and small business enterprise (SBE) utilization goals:~~

~~MBE Goal: 15% WBE Goal: 10%
AABE Goal: 3% SBE Goal: 50%²~~

2. Page 13, Section titled "BID AWARD", change to read:

~~"When the Contractor becomes aware of a conventional regular unleaded fuel with a maximum of 10% Ethanol mix (E10) unavailability issue, the Contractor will immediately contact the City to obtain written approval to deliver conventional regular unleaded fuel as an alternative. The Contractor will arrange to deliver conventional regular unleaded fuel per the specifications in Enclosure 2 at the same price bid for conventional regular unleaded fuel. The Contractor shall provide a letter of intent to be submitted to the City of San Antonio Purchasing & General Services Director for approval within three (3) days of the delivery issue to the City. Upon written approval by the Director, delivery of the alternative fuel can commence and will be provided at no additional charge. The Director may require proof of delivery issues, which Contractor shall provide if requested.~~

The City shall also have the option, at its sole discretion, to switch to conventional regular unleaded fuel from awarded bidder at any time during the term of the contract. City shall provide notification to bidder in writing of its intent to change to conventional regular unleaded fuel. No change order shall be required for this transition.

While the City is requesting pricing for and may use conventional regular unleaded fuel if it is in City's best interests, the City anticipates ordering primarily E10 fuel. Therefore, this bid will be evaluated and awarded based solely on the pricing offered for E10.²

QUESTIONS SUBMITTED IN ACCORDANCE WITH "STANDARD REQUIREMENTS", ITEM 7:

Question 1: How is the minority goal calculated for this bid (e.g., is the 15% off the differential or a total per gallon calculation)?

Response: Refer to this Addendum II, Item 1, modification to SBEDA goals.

Question 2: Please provide delivery location addresses for the City of San Antonio locations and Agencies that may choose to ride this contract?

Response: City delivery locations shall be sent to the awarded vendor along with a copy of the delivery certificate. There are eleven (11) refueling sites located throughout the City. Agencies that choose to ride this contract will make contact with the awarded vendor as to their locations.

Question 3: Please provide previous awarded TAB.

Response: Bid tabulation is attached.

Question 4: Please confirm that the OPIS weekly pricing is to be set from Friday through Thursday rather than Monday through Sunday?. Is the City utilizing OPIS contract 5-day average or the OPIS newsletter weekly average based off the previous Thursday's posting?

Response: Yes, Oil Price Information Service (OPIS) prices are effective Friday through Thursday. The City utilizes the OPIS weekly average report.

Question 5: Does this contract require a Performance Bond?

Response: No

Question 6: Does the City accept prompt pay discount for Net 10 days?

Response: Yes, only if a discount is provided. Please refer to A310-10 DB Gasoline Transport, page 4, Item 11(g), Prompt Payment Discount.

Question 7: Does the City accept electronic invoices (via fax or email)?

Response: Yes

Question 8: Does the City pay electronically (ACH/EFT), credit card or check by mail?

Response: No, the City pays by check.

Question 9: Who is the current vendor for fuel?

Response: Petroleum Traders Corporation

Question 10: What is your current fuel contract's pricing structure?

Response: Refer to attach bid tabulation A310-08 SC Gasoline Transport Loads.

Question 11: What are your payment terms?

Response: Net 30

Question 12: Will the City split the total amount of 3,300,000 gallons into equal annual amounts for the conventional gas and the E10 regular gasoline?

Response: It is the City's intent is to purchase a total of approximately 3,300,000 gallons per year. City anticipates ordering primarily E10 fuel. However, City reserves the right to change fuel types if it is in the City's best interests during the contract term. Bidders must include pricing on both fuel types. Evaluation for selection will be based solely on the price for E10. Refer to this Addendum II, Item 2, modification to Bid Award.

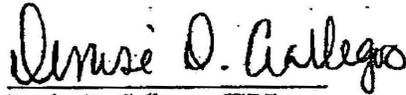
Question 13: Are the City's tanks above ground or underground?

Response: Underground.

Question 14: If vendor agrees to contract with agencies listed on page 23 of 23, who contacts who?
Response: Any contract resulting from the rider is strictly between the individual agencies listed hereon and the bidder.

Question 15: Can a vendor submit one original completed bid packet and send copies of the rest?
Response: Yes

****THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE BID PACKAGE****



Denise D. Gallegos, CPPB
Purchasing & Contracts Administrator
Purchasing & General Services Department

Date 11-19-09

Company Name RKA Petroleum Companies, Inc

Address 28340 Wick Rd.

City/State/Zip Code Romulus, MI 48174

Christina Nasser

Signature



CITY OF SAN ANTONIO

P.O. Box 839966
SAN ANTONIO, TEXAS 78283-3966

ADDENDUM III

SUBJECT: A310-10-DB, Annual Contract for Gasoline Transport Loads, scheduled to open November 30, 2009, date of issue November 23, 2009.

DATE: November 23, 2009

THE ABOVE MENTIONED FORMAL INVITATION TO BID IS HEREBY AMENDED AS FOLLOWS:

1. Addendum II, Item 2, Section titled "BID AWARD", Paragraph 1, change to read:

"When the Contractor becomes aware of a conventional regular unleaded fuel with a maximum of 10% Ethanol mix (E10) unavailability issue, the Contractor will immediately contact the City to obtain written approval to deliver conventional regular unleaded fuel as an alternative. The Contractor will arrange to deliver conventional regular unleaded fuel per the specifications in Enclosure 2 at the same price bid for conventional regular unleaded fuel. The Contractor shall provide notice in writing to the City of San Antonio Purchasing & General Services Director of interruptions or potential interruptions in fuel supply availability as soon as the Contractor becomes aware of the issue. Upon written approval by the Director, delivery of the alternative fuel can commence and will be provided at no additional charge. The Director may require proof of delivery issues, which Contractor shall provide if requested."

****THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE BID PACKAGE****

Denise D. Gallegos

Denise D. Gallegos, CPPB
Purchasing & Contracts Administrator
Purchasing & General Services Department

Date 11-23-09

Company Name RKA Petroleum Companies, Inc.

Address 28340 Wick Rd.

City/State/Zip Code Romulus, MI 48174

Christina Nasser

Signature