

AN ORDINANCE 2011-06-23-0544

**AUTHORIZING A CONTRACT WITH VALERO MARKETING & SUPPLY, CO. TO PROVIDE THE SAN ANTONIO FIRE DEPARTMENT WITH FUELING FACILITIES FOR ULTRA LOW SULFUR DIESEL AND REGULAR UNLEADED GASOLINE FOR USE IN EMERGENCY VEHICLES FOR AN ESTIMATED ANNUAL COST OF \$2,000,000.00, FROM THE FIRE DEPARTMENT GENERAL FUND.**

\* \* \* \* \*

**WHEREAS**, a bid was received to furnish the San Antonio Fire Department with fueling facilities for ultra low sulfur diesel and regular unleaded gasoline for emergency vehicles; and

**WHEREAS**, the bid was submitted by Valero Marketing & Supply, Co. for an estimated annual cost of \$2,000,000.00; **NOW THEREFORE:**

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

**SECTION 1.** The bid submitted by Valero Marketing & Supply, Co. to furnish the San Antonio Fire Department with fueling facilities for an estimated annual cost of \$2,000,000.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. The contract and bid tabulation sheet are attached hereto and incorporated herein for all purposes as **Exhibit I**.

**SECTION 2.** The amounts will be encumbered upon issuance of a purchase order, and payment is authorized to Valero Marketing & Supply, Co. All expenditures will be in accordance with the Fiscal Year 2011 budget approved by City Council. Future fiscal year expenditures are contingent upon future City Council budget approvals.

**SECTION 3.** This ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

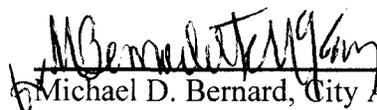
**PASSED and APPROVED** this 23<sup>rd</sup> day of June 2011.

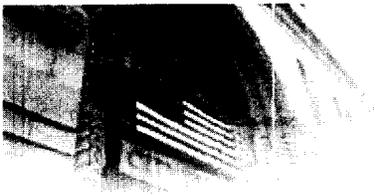
  
M A Y O R  
Julián Castro

**ATTEST:**

**APPROVED AS TO FORM:**

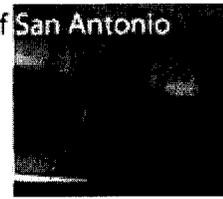
  
Leticia M. Vacek, City Clerk

  
Michael D. Bernard, City Attorney



Request for  
**COUNCIL**  
ACTION

City of San Antonio



## Agenda Voting Results - 14B

<b>Name:</b>	6A, 6B, 6C, 7, 8, 9, 10, 11, 12, 13, 14A, 14B, 15, 18, 19, 20, 21, 22, 24, 25A, 25B, 25C, 25D, 25E, 25F, 25G, 27, 28, 29, 30A, 30B, 31, 32, 33A, 35, 36, 37, 38A, 38B, 38C, 38D, 38E, 38F, 38G, 38H, 38I, 38J, 38K, 38L, 38M, 38N, 38O, 38P, 38Q, 38R, 38S, 38T, 40, 41, 43, 44, 45, 46, 47, 49A, 49B, 49C, 49D, 50, 51, 52, 53A, 53B, 54, 55, 56A, 56B, 57						
<b>Date:</b>	06/23/2011						
<b>Time:</b>	09:57:52 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing a contract with Valero Marketing & Supply, Co. to provide the San Antonio Fire Department with fueling facilities for ultra low sulfur diesel and regular unleaded gasoline for use in emergency vehicles for an estimated annual cost of \$2,000,000.00, from the Fire Department General Fund.						
<b>Result:</b>	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x				x
Ray Lopez	District 6		x			x	
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				



**CITY OF SAN ANTONIO**

Formal Invitation for Bids  
Annual Contract for Vehicle Refueling  
Bid No: A390-11

Due Date:  
April 1, 2011 at 2:00 PM CST

Submitted by:  
Valero Marketing and Supply Company  
Valero Fleet Services  
PO Box 696000  
San Antonio, TX 78269-6000

**Primary Contact:** Noel Lagunas, Manager Fleet Sales  
**Address:** PO Box 69600 • San Antonio, TX 78269-6000  
**Phone:** 210-345-3721  
**Fax:** 210-370-4747  
**E-mail:** [noel.lagunas@valero.com](mailto:noel.lagunas@valero.com)

# **Valero Fleet Services**

Formal Invitation for Bids  
Annual Contract for Vehicle Refueling  
Bid No: A390-11

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- Exhibit "E" - Station Map
- Fleet Card Agreement



April 1, 2011

City of San Antonio  
City Clerk  
City Hall (Commerce St. & Flores St.)  
100 Military Plaza, 2<sup>nd</sup> Floor  
San Antonio, TX 78205

**Attention: City Clerk**

**RE: Annual Contract For Vehicle Refueling -- Bid No: A390-11**

**Due Date: April 1, 2011 at 2:00 p.m. CST**

Attached is Valero Marketing and Supply proposal for fueling cards for the Vended Fuel Program. We are submitting this proposal as outlined specifically for Fuel Cards Only. Valero Fleet Services is a fleet management alternative system for all fleets. Valero Fleet Services management system is fully electronic data capture and accepted at all Valero, Diamond Shamrock, Beacon, and Shamrock locations in the United States. The Valero Fleet Services advantage provides **convenience, security, savings, and flexibility.**

The contents of this proposal shall remain valid for ninety (120) calendar days from the deadline submission date beginning February 4, 2011 at 2 P.M. CST and ending on July 29, 2011, 2:00 P.M. CST.

Thank you,

A handwritten signature in black ink, appearing to read 'Noel Lagunas', written over a horizontal line.

Noel Lagunas  
Manager, Fleet Services

CITY OF SAN ANTONIO PURCHASING & GENERAL SERVICES DEPARTMENT

Issued By: LS  
BID NO.: A390-11

Date Issued: March 15, 2011

FORMAL INVITATION FOR BIDS  
ANNUAL CONTRACT FOR VEHICLE REFUELING

Sealed bids in triplicate, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, will be received at the City Clerk, City Hall until 2:00 P.M. Central Time, April 1, 2011.

The City of San Antonio Purchasing & General Services Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance may be received by visiting the Purchasing Office in the Riverview Tower, 111 Soledad, Suite 1100, or by calling (210) 207-7260.

This invitation includes the following:

Invitation for Bids  
Terms and Conditions of Invitation for Bids

Specifications and General Requirements  
Price Schedule

The undersigned, by his/her signature, represents that he/she is authorized to bind the Bidder to fully comply with the Specifications and General Requirements for the amount(s) shown on the accompanying bid sheet(s). By signing below, Bidder has read the entire document and agreed to the terms therein.

Signer's Name: Noel Lagunas Firm Name: Valero Marketing & Supply Co  
(Please Print or Type)

Address: P.O. Box 696000

Signature of Person Authorized to Sign Bid: [Signature] City, State, Zip Code: San Antonio, TX 78269-6000

Email Address: noel.lagunas@valero.com Telephone No.: 210-345-3721

Fax No.: 210-370-4777

Please complete the following:

Prompt Payment Discount: \_\_\_\_\_ % \_\_\_\_\_ days. (If no discount is offered, Net 30 will apply.)

Please check the following blanks which apply to your company:

Ownership of firm (51% or more):

Non-minority  Hispanic  African-American  Other Minority (specify) \_\_\_\_\_  
 Female Owned  Handicapped Owned  Small Business (less than \$1 million annual receipts or 100 employees)

Indicate Status:  Partnership  Corporation  Sole Proprietorship  Other (specify) \_\_\_\_\_

Tax Identification Number: 74-2751732

FOR CITY USE ONLY

AWARD

Items Accepted: \_\_\_\_\_ Ordinance No: \_\_\_\_\_ Date: \_\_\_\_\_ Amount: \_\_\_\_\_

Approved: \_\_\_\_\_

CITY OF SAN ANTONIO

# 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 posted to the City's website at <http://epay.sanantonio.gov/RFPListings/>. It is the responsibility of a bidder to review this site and ascertain whether any amendments have been made prior to submission of a bid. 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 the lowest responsible bidder.
- (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, in whole or in part. 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, in whole or in part, 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, in whole or in part, 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 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. INTERNAL / EXTERNAL CATALOG**

### **San Antonio e-Procurement**

The City is using an "e-Procurement" system (SAePS) based on SAP's Supplier Relationship Management (SRM) software. SAePS is a secure, web browser-based system that gives City employees the ability to shop for items from online catalogs and brings the items back automatically into SAePS. Online catalogs include both an SAePS internal catalog and externally hosted catalogs on supplier websites.

### **SAePS Electronic Catalog Options**

Vendor shall furnish an electronic catalog that contains only the items awarded by City and displays pricing bid under this contract. Vendor may choose either Option 1 or Option 2 below as the method for furnishing the catalog.

Option 1. Punch Out Catalog. Vendor shall host an online catalog accessible from the City's e-Procurement system that is Open Catalog Interface (OCI) enabled. Vendor shall provide a secure website link to its Punch Out Catalog. This Punch Out catalog shall have e-commerce functions, including, but not limited to, cataloging, searching and shopping cart functionality. This catalog must be integrated with City's SAePS system to electronically submit data to City's e-Procurement system.

Option 2. Internal Catalog. Vendor shall provide a list of products and services awarded under this contract for uploading into the COSA e-Procurement system as an MS Excel file in a format specified by the City.

### **Paper Catalog**

If a Punch Out Catalog is not available and Vendor elects to provide an Internal Catalog, City, at its sole option, may require Vendor to provide its Internal Catalog in paper form in addition to the electronic form.

### **Catalog Content**

All catalogs, regardless of the form in which they are provided, must include these elements, at a minimum.

- Your part number
- Short and long descriptions
- Units of measure
- Pricing, contract pricing, tiered pricing
- Classification of parts
- Manufacturer and Manufacturer part number
- Keywords, tags

### **Time to Provide Catalog**

Catalogs required under this provision must be provided within 10 business days of request by City, and no later than 5 business days from the date of contract award.

## **29. 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 and terminate on April 30, 2014.

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 and San Antonio Fire Department is soliciting bids to provide vehicle refueling services to supply diesel fuel and regular unleaded gasoline at contractor owned fueling facilities for designated City emergency vehicles. Vehicles requiring such fuel are housed throughout the City; therefore, numerous dispersed refueling facilities are necessary and will be a consideration in award of this contract.

**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.
4. Any materials or parts used in complying with contract are to be equal to or better than original equipment.
5. The quantities are estimates and the City of San Antonio reserves the right to increase or decrease the quantities shown.

6. The City reserves the right to reject any and all bids, and to waive irregularities and any requirements of the bid if deemed to be in the best interest of the City.
7. The City reserves the right to make an award on the basis of one total award, multiple awards, or in any other combination of awards that serves the best interest of the City and to reject any and all offers at the City's sole discretion.

#### GENERAL CONDITIONS:

1. The City of San Antonio and the San Antonio Fire Department requires the services of a vendor(s) to supply diesel fuel and regular unleaded gasoline at contractor owned fueling facilities for designated City emergency vehicles. Vehicles requiring such fuel are housed throughout the City; therefore, numerous dispersed refueling facilities are necessary and will be a consideration in award of this contract. To satisfy these requirements, the City of San Antonio may award this contract to more than one firm, if deemed to be in the best interest of the City, depending on proximity to station locations. **It is the City of San Antonio's intent that the services under this contract be used for emergency vehicles to purchase fuel, thus allowing for uninterrupted emergency services for citizens throughout the City.** Refueling sites offered shall cover the entire City and will extend north of the boundary line to the San Antonio City limits and extend for a 2 ½ mile radius south of the boundary line. During the period of this contract, additional boundaries may be added as necessary to accommodate the needs of the City. Prospective vendors shall submit a list of refueling facility locations with their bid.
2. Services will be required twenty-four (24) hours a day, seven (7) days a week.
3. Refueling facilities must be capable of handling small vehicles through large trucks measuring 135" in height, 102" in width, 40' long, with a maximum turning radius of 40'.
4. The Fleet Operations Manager of the City of San Antonio Fire Department will designate which vehicles and associated on-board equipment are authorized to use this service, without exceptions.
5. The City reserves the right to reject any offers and to waive technicalities and any requirements of this bid if deemed to be in the best interest of the City.

#### REFUELING AND ACCOUNTING:

1. Prospective vendors with manned or automated refueling facilities will be required to furnish individual cards for each vehicle designated to receive fuel under this contract. Each card will be limited to refueling only the vehicle it has been assigned to and each card will have the vehicle number embossed on its face. Automated refueling systems must include a security system which limits access to fuel by requiring confidential data, or PIN, to be entered into the fuel dispensing terminals. This type system must also allow for designated vehicles to refuel at any of the bidder's facilities. Fuel card management, to include canceling a card, ordering a new or replacement card and reporting a card lost or stolen, shall be available through a secure, web-based interface accessible to authorized Fire Department employees. The web-based application shall also be capable of providing reports of transactions as indicated in the following section.
2. In addition to the above, a report of transactions will be required with all billing submitted to the City of San Antonio for payment. The report will be arranged by vehicle number. As a minimum the report will include the following:
  - A. Date and time of each refueling transaction
  - B. Number of gallons dispensed during each transaction
  - C. Vehicle odometer reading at time of each transaction

- D. Total miles driven during billing period
- E. Total fuel dispensed to the vehicle during the billing period
- F. Average miles per gallon between refueling transaction
- G. The PIN number and name of the user

ESTIMATED USAGE

The following are estimated annual usage for required fuels.

<u>TYPE</u>	<u>QUANTITY</u>
Diesel Fuel	527,000 Gallons
Unleaded Regular Gasoline	110,000 Gallons

It is expected that the use of unleaded fuel under this contract will be limited usage with such on-board equipment as generators, fans, etc.

SPECIFICATIONS:

Prospective vendors must indicate compliance with specifications per enclosures (1) Specifications for Low Sulfur No. 2 Diesel Fuel, and; (2) Specifications for Regular Unleaded Gasoline. Prospective vendors must also include supporting documentation with their bid.

Prospective vendors are required to submit a map of all locations meeting the requirements of this bid. Prospective vendors shall also provide addresses of locations, hours of operation, and whether or not site is operational when closed.

PRICE:

1. During the period of this contract, prices may be increased or decreased based on the pricing method offered in paragraph 2 below.
2. Prospective vendors will indicate in the remarks section of their bid, or on an attached authenticated document, their method of pricing for each type fuel to arrive at a cost per gallon.
3. The City of San Antonio desires an objective pricing structure which can be audited to insure conformance with the offer and provide the lowest possible cost to the City.
4. Pricing methods offered must be applicable to all facilities proposed as refueling sites in this bid.
5. Prospective vendors must indicate the prices per gallon which would be applicable on bid opening day. This price must be a result of the method of pricing offered in #2 above.
6. Prospective vendors are required to submit a map of all locations meeting requirements of this bid, and addresses, hours of operation, operational when closed.

BILLING:

Billing to the City of San Antonio will exclude Federal Excise Tax.

INSURANCE:

A) Prior to the commencement of any work under this Contract, Contractor shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to the City's Purchasing Department, which shall be clearly labeled "A390-11, Vehicle Refueling" 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 Memorandum of Insurance or Binders as proof of insurance. The certificate(s) or form 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 Contract 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.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this contract 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 contract. In no instance will City allow modification whereupon City may incur increased risk.

C) 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 Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, 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	Amount
Workers Compensation Employer's Liability	Statutory \$500,000/\$500,000/\$500,000
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	<u>For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage</u>
Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles d. Pollution Liability Motor Carrier & Truck Coverage endorsing the upset, overturn and remediation of the load in transport.	<u>Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence, or its equivalent in Umbrella or Excess Liability Coverage</u>
Pollution Legal Liability or similar Environmental Impairment Liability providing coverage for damages against, but not limited to, Third party Liability, clean up, corrective action including assessment, remediation and defense cost. Claims made policies are to be maintained and in effect for no less than two years subsequent to the completion of the contract	<u>\$1,000,000 per loss with an aggregate of at least \$2,000,000</u>

D) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declarations 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

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

- Name the City and 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, employers' liability, auto liability and general liability policies will provide a waiver of subrogation in favor of the City.
- 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 written notice for nonpayment of premium.

F) 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 contract.

G) 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.

H) 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.

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

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

K) Contractor and any Subcontractor are responsible for all damage to their own equipment and/or property.

**SPECIFICATIONS for Diesel Fuel, Ultra-Low Sulfur: (NIGP No. 405-09-35-7501), shall:**

- 1) Comply with the requirements of the ASTM D975, latest revision.
- 2) Comply with the requirements of ASTM D1552, latest revision.
- 3) Comply with the requirements of ASTM D482, latest revision.
- 4) Comply with the requirements of SAE J313, latest revision.
- 5) Have a minimum cetane number of 40.
- 6) Have a maximum .05 weight percent of sulfur.
- 7) Have a maximum aromatic content of 35 volume percent.
- 8) Be free of visible evidence of blue dye 1.4 dialkylamine-anthraquinone.

**SPECIFICATIONS for Regular Unleaded Gasoline: (NIGP No. 405-15-85-0408), shall:**

- 1) Comply with the requirements of ASTM D4814, latest revision.
- 2) Comply with the requirements of SAE J 312, latest revision.
- 3) Minimum octane rating of 87, which shall be determined using the R+M/2 method.

**PRICE SCHEDULE**

<b>ITEM</b>	<b>ESTIMATED ANNUAL QUANTITY</b>	<b>PRICE</b>
1 NO. 2 DIESEL FUEL	527,000 Gallons	\$ <u>3.512</u> Price Per Gallon
2 UNLEADED GASOLINE	110,000 Gallons	\$ <u>3.2796</u> Price Per Gallon

**\*\*Please see Attachment A, Subcontractor/Supplier Utilization Plan that must be submitted with bid.\*\***

### **SBEDA Ordinance Compliance Provisions**

#### **A. Solicitation Response and Contract Requirements and Commitment**

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements.

#### **B. SBEDA Program**

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's International and Economic Development (IEDD) website page and is also available in hard copy form upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the agreement are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this agreement. Unless defined in a contrary manner herein, terms used in this section of the agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

#### **C. Definitions**

**Affirmative Procurement Initiatives (API)** – Refers to various Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise ("S/M/WBE") Program tools and Solicitation Incentives that are used to encourage greater Prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE program tools, see Section III. D. of Attachment A to the SBEDA Ordinance.)

**Annual Aspirational Goal** – a non-mandatory annual aspirational percentage goal for overall M/WBE Prime and subcontract participation in City of San Antonio contracts is established each year for Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contract Industry Categories. This Annual Aspirational Goal is to be set (and thereafter adjusted) by the Goal Setting Committee (GSC) on an annual basis based upon relative M/WBE availability data to be collected by the City through its Centralized Vendor Registration ("CVR") system. Annual Aspirational Goals are not to be routinely applied to individual contracts, but are intended to serve as a benchmark against which to measure the overall effectiveness of the S/M/WBE Program on an annual basis, and to gauge the need for future adjustments to the mix and to the aggressiveness of remedies being applied under the Program. Percentage Goals for S/M/WBE participation may be established by the GSC on a contract-by-contract basis based upon similar data and analysis for the particular goods and services being purchased in a given contract. The M/WBE Annual Aspirational Goals for 2011 are:

Construction – 29%  
Architecture and Engineering – 34%  
Professional Services – 45%  
Other Services – 30%  
Goods and Supplies - 23%

**Certification or "Certified"** – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City accepts any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those

followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6 of Attachment A.

**Commercially Useful Function** – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed. The use of S/M/WBE firms by CONTRACTOR to perform such “pass-through” or “conduit” functions that are not commercially useful shall be viewed by the CITY as fraudulent if CONTRACTOR attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE subcontractor or joint venture partner towards attainment of S/M/WBE utilization goals, and the CONTRACTOR and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

**Good Faith Efforts** – documentation of the CONTRACTOR’s or Respondent’s intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation within a solicitation response reflecting the Respondent’s commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on the City of San Antonio website; solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office’s directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor’s posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.) The appropriate form and content of CONTRACTOR’s Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

**Independently Owned and Operated** – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

**Individual** – an adult person that is of legal majority age.

**Industry Categories** – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering (A&E), Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as “business categories.”

**Minority/Women Business Enterprise (M/WBE)** – firm that is certified as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

**M/WBE Directory** – a listing of minority- and women-owned businesses that have been certified for participation in the City’s M/WBE Program APIs.

**Minority Business Enterprise (MBE)** – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed and controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the CITY. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term “MBE” as used in this Ordinance is not inclusive of women-owned business enterprises (WBEs).

**Minority Group Members** – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

African-Americans: Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian, or West Indian.

Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.

Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

Native Americans: Persons having no less than 1/16<sup>th</sup> percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

**Originating Department** – the CITY department or authorized representative of the CITY which issues solicitations or for which a solicitation is issued.

**Payment** – dollars actually paid to CONTRACTORS and/or Subcontractors and vendors for CITY contracted goods and/or services.

**Prime Contractor** – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City. For purposes of this agreement, this term refers to the CONTRACTOR.

**Relevant Marketplace** – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the MGT Studies, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

**Respondent** – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City. For purposes of this agreement, CONTRACTOR is the Respondent.

**Responsible** – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

**San Antonio Metropolitan Statistical Area (SAMSA)** – also known as the Relevant Marketplace, the geographic market area from which the CITY's MGT Studies analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

**SBE Directory** - a listing of small businesses that have been certified for participation in the City's SBE Program APIs.

**Significant Business Presence** – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

**Small Business Enterprise (SBE)** – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

**Small Business Office (SBO)** – the office within the International and Economic Development Department (IEDD) of the CITY that is primarily responsible for general oversight and administration of the S/M/WBE Program.

**Small Business Office Manager** – the Assistant Director of the IEDD of the CITY that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of contractor and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

**Small Minority Women Business Enterprise Program (S/M/WBE Program)** – the combination of SBE Program and M/WBE Program features contained in the SBEDA Ordinance.

**Subcontractor** – any vendor or contractor that is providing goods or services to a Prime Contractor or CONTRACTOR in furtherance of the Prime Contractor’s performance under a contract or purchase order with the City. A copy of each binding agreement between the CONTRACTOR and its subcontractors shall be submitted to the CITY prior to execution of this contract agreement and any contract modification agreement.

**Suspension** – the temporary stoppage of the SBE or M/WBE firm’s beneficial participation in the CITY’s S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of CONTRACTOR’s and/or S/M/WBE firm’s performance and payment under CITY contracts due to the CITY’s imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

**Subcontractor/Supplier Utilization Plan** – a binding part of this contract agreement which states the CONTRACTOR’s commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR’s Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the IEDD Director or designee.

**Women Business Enterprises (WBEs)** - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term “WBE” as used in this agreement is not inclusive of MBEs.

**D. SBEDA Program Compliance – General Provisions**

As CONTRACTOR acknowledges that the terms of the CITY’s SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY’s SBEDA Policy & Procedure Manual are in furtherance of the CITY’s efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR’s scope of work as referenced in the CITY’s formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines, and procedures are hereby incorporated by reference into this Agreement, and are considered by the parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR’s utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its Subcontractors with this term;
2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its Subcontractors or suppliers;
3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
4. CONTRACTOR shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR’s

Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.

5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.
6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiative to this contract:

**None.** There are no Affirmative Procurement Initiatives being applied to this contract.

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby attached and incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

G. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate.

CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

#### H. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

- 1.F raudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;
- 2.W illfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;
- 3.W illfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
- 4.F raudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
- 5.Ma ke false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions, and remedies available under law, including but not limited to:

- 1.Suspension of contract;
- 2.W ithholding of funds;
- 3.Resc ission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
- 4.Ref usal to accept a response or proposal; and
- 5.Disqualific ation of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

**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 7<sup>th</sup> 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 <http://www.ethics.state.tx.us/forms/CIQ.pdf>. 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, 2<sup>nd</sup> floor, 100 Military Plaza, San Antonio, TX 78205.”

**IMPORTANT MAILING INSTRUCTIONS:**

**Note to bidders:**

Visitors to City Hall are required to enter through the east side of the building. The public will pass through a metal detector and x-ray machine located in the lobby. All packages, purses and carried items will be scanned during regular business hours of 7 a.m. to 7 p.m. After the public proceeds through the metal detector, they will sign in and receive a visitor's badge. For those that might require the use of a ramp, entry is available on the south side of the building (Dolorosa side). Security will meet the visitor in the basement with a hand scanner.

Bidders are advised that this is one of several forthcoming measures to increase security of City Hall. Please anticipate these changes and allow ample time for delivery of sealed bids.

The City is NOT responsible for late delivery of sealed bids.

**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 VEHICLE REFUELING"  
BIDS TO BE OPENED: 2:00 P.M., April 1, 2011  
BID NO. A390-11

**REMARKS:**



## CITY OF SAN ANTONIO SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

SOLICITATION NAME: **Vehicle Refueling A390-11**

RESPONDENT NAME: Valero Marketing and Supply Company

SOLICITATION API: **None**

API REQUIREMENTS: **None**

Section 1. Enter Respondent's (Prime) proposed contract participation level. Leave blank for revenue generating contracts.

Section 2. List ALL subcontractors / suppliers that will be utilized for the entire contract period, excluding possible extensions and renewals. Use additional sheets if necessary.

	PARTICIPATION DOLLAR AMOUNT	% LEVEL OF PARTICIPATION	CERTIFICATION TYPE AND NUMBER	TYPE OF WORK TO BE PERFORMED (BY NIGP CODE)
<b>SECTION 1. PRIME</b>				
Name:	\$	%	#:	
<b>SECTION 2. SUBCONTRACTOR(s):</b>				
1. Name:	\$	%	#:	
2. Name:	\$	%	#:	
3. Name:	\$	%	#:	
4. Name:	\$	%	#:	
5. Name:	\$	%	#:	
6. Name:	\$	%	#:	
Total Prime Participation:	\$	%	#:	
Total Sub Participation:	\$	%	#:	
Total Prime & Sub Participation:	\$	%	#:	
Total Certified Sub Participation:	\$	%	#:	

If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.

I HEREBY AFFIRM THAT I POSSESS DOCUMENTATION FROM ALL PROPOSED SUBCONTRACTORS/SUPPLIERS CONFIRMING THEIR INTENT TO PERFORM THE SCOPE OF WORK FOR THE PRICE INDICATED ABOVE. I FURTHER AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.



SIGNATURE OF AUTHORIZED AGENT

Manager, Fleet Services

TITLE

4/1/11

DATE

210-345-3721

PHONE

\*\*\*\*\*  
FOR CITY USE

Action Taken:

Approved \_\_\_\_\_

Denied \_\_\_\_\_

\_\_\_\_\_  
DIRECTOR  
INTERNATIONAL AND ECONOMIC DEVELOPMENT



# CITY OF SAN ANTONIO

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

## ADDENDUM I

SUBJECT: Vehicle Refueling, (A390-11), Scheduled to Open: April 1, 2011; Date of Issue: March 15, 2011.

FROM: Denise D. Gallegos, C.P.M., CPPB, Procurement Administrator

DATE: March 21, 2011

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. I - TO THE ABOVE REFERENCED INVITATION FOR BID**

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

1. Change Price Schedule, Item 1 to read:

“Diesel Fuel, Ultra-Low Sulfur”

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

Denise D. Gallegos, C.P.M., CPPB  
Procurement Administrator  
Purchasing & General Services Department

Date April 1, 2011  
Company Name Valero Marketing & Supply Co  
Address PO Box 696000  
City/State/Zip Code San Antonio Tx 78269-6000  
  
Signature

## **Specifications and General Requirements**

### **STANDARD REQUIREMENTS:**

- 3a) The City must provide Valero Fleet Services with the required Purchase Order Number prior to billing.
- 3b) Each month, a duplicate billing statement with the appropriate Purchase Order Number will be provided to the City. The Billing statement consists of the Statement, Vehicle Report, Driver Report, and the Purchase Summary Report.

#### **The Statement:**

- a. Company Name
- b. Account Number
- c. Total New charges for the month
- d. Any adjustments to the account for the month,
- e. Total balance owing
- f. Date full payment is due

#### **Vehicle Report:**

- Purchases sorted by vehicle (card) number with identifying description supplied by customer.
- Identification number and name of driver who made each purchase as supplied by customer.
- Location of each purchase, as well as the date, time, type of fuel purchased, purchase amount and gallons purchased with price per gallon
- Odometer reading entered by driver for each purchase with calculation of miles since last purchase and cost per mile.
- Amount of any merchandise or service purchased (if allowed by the customer).
- Report flags if the purchase is for the wrong fuel grade designated by the customer for that card, the purchase exceeds the fuel tank capacity provided by the customer, the odometer reading does not relate to the previous entry, as well as for other situations which the customer may want to monitor for unusual or unauthorized activity.

#### **Driver Report:**

- Purchases sorted by the driver identification number with the driver name provided by the customer.
- Vehicle (card) number and identifying description for the card used to make each purchase by that driver.

- Location of each purchase, as well as date, time, type of fuel purchased, purchase amount and gallons purchased with price per gallon.
- Amount of any merchandise or service purchased by the driver (if allowed by the customer).
- Report flags as described above on the Vehicle report.

Purchase Summary:

- Monthly totals of gallons of each fuel type purchased, average price per gallon for that type of fuel, average cost per mile, average miles per gallon, and total purchase amount for each fuel type. Monthly totals also include the total dollar amount of Service and Merchandise purchased if authorized.
- Year-to-date totals for each fuel type, average price per gallon, average cost per mile, average miles per gallon, and total yearly purchases for each type of fuel, merchandise and service.

In addition, all applicable adjustments (including tax- exempt, OPIS (Oil Price Information Service), environmental fee, and freight will have already been re-calculated and the new corrected amount will be reflected on the statement.

Although the receipt for each transaction will reflect the current street price including taxes, the monthly reports will show the re-calculated OPIS adjusted amount.

3c) Prior notification required for each site to be inspected

**GENERAL CONDITIONS:**

- 1.) A station listing for the San Antonio locations in the stated boundary line will include hours of operation and fuels availability, Exhibit "A"
- 4.) Valero Fleet Services will acquire a listing of authorized vehicles and drivers from the City of San Antonio. In addition, the City of San Antonio must provide Valero Fleet Services with name(s) and phone number(s) of the Authorized Contact(s) to make changes on this account.

**REFUELING AND ACCOUNTING:**

- 1.) Valero Fleet Services is a fleet fueling management system that is operated through Point-of-Sale (POS) equipment at all Valero and Shamrock branded locations. Valero Fleet Services Fleet Card has the ability to control purchase activity by driver and/or vehicle and by dollar limits. These controls can be set daily, weekly, and/or monthly.

Each vehicle shall be assigned an individual fleet card. Each card is embossed with vehicle and is set up in our system by description/number with assigned parameters: i.e. type of fuel preferred, odometer entry (optional), usage parameters (optional) tank

capacity of vehicle, daily, weekly and/or monthly dollar limits for fuel. Car wash and minor repairs are listed under Service.

Each authorized driver will be assigned a driver number and PIN (Personal Identification Number). The driver number can be up to 4 numeric digits and the PIN must be 4 numeric digits. Both driver number and PIN are required for each purchase. Merchandise may be restricted by driver and/or PIN.

The authorized Fire Department employee will have online access to the City's account through a secured, web-based interface 24 hours, 7 days a week. The authorized employee will have the ability to cancel a card, order new and/or replacement cards, report a card lost or stolen, and access to billing and transactions reports.

- 2.) Three reports are available: vehicle, driver, and summary report. The vehicle report shows locations, date and time of all purchases; driver making purchase; calculates cost per gallon, distance driven between fill ups, cost per mile, and denotes taxes. Additional totals by vehicle, by month and year per account appear. The City of San Antonio will be exempt from applicable taxes. Receipt will show purchase at current street price; however, billing will indicate contract pricing and applicable taxes.

Copies of the Valero Fleet Services Reports – see Exhibit "B"

**SPECIFICATIONS:**

Specifications for all Valero Marketing and Supply fuel products in the San Antonio area are included as Exhibits "C" and "D".

Station Map included as Exhibit "E"

**PRICING:**

- Valero will use Oil Price Information Service (OPIS) Plus pricing to determine fuel prices.
- Valero will use the OPIS Newsletter\* Prices Published for the San Antonio, TX Weekly Average Branded Rack for Unleaded, Mid-Grade, Premium, and ULSD(Ultra-Low Sulfur Diesel) LED. \*OPIS will reflect the appropriate seasonal and blended component attributes such as RVP – Reid Vapor Pressure and Ethanol blending.
- Pricing can be verified by subscribing to the OPIS Newsletter Prices Published. Contact OPIS Customer Service at 877-210-4287.
- OPIS Newsletter Price Published for the San Antonio, TX Weekly Average Branded Rack  
Date of Newsletter: March 24, 2011 (Prices Published for Week of 03/21/2011 – 03/27/2011)

**OPIS Rates for Week of 03/28/2011 through 04/04/2011**

Price Date	Unleaded	Mid-Grade	Premium	Diesel (ULSD)LED
OPIS Newsletter Dated 03/24/2011	3.0046	3.0755	3.2015	3.2370
+ Taxes (State Excise)	0.20	0.20	0.20	0.20
+Fixed Differential including Freight	.0750	.0750	.0750	.0750
+ Other (Explain)	0	0	0	0
+Proposed Pricing**	3.2796	3.3505	3.4765	3.512

**\*\*Per gallon**

- Valero Fleet Services will waive the \$5 and \$10 fee for each account. Valero Fleet Services does not charge for replacement cards, account setup fees or renewal fees.

# Exhibit "A"

## VALERO STATION LISTING

Station	Address	City	St	Zip	Diesel Available	Store Hours						
						OPEN 24 HRS	Mon - Fri Open	Mon - Fri Close	Sat - Open	Sat - Close	Sun - Open	Sun - Close
* Pruski's Meat Market	10140 US HIGHWAY 87 S	ADKINS	TX	78101	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
2196	506 AUSTIN HWY	ALAMO HEIGHTS	TX	78209	Y	N	6:00 AM	12:00 AM	6:00 PM	1:00 AM	7:00 AM	12:00 AM
91	1241 S MAIN ST (HWY 87)	BOERNE	TX	78006	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
2114	7330 KITTY HAWK RD	CONVERSE	TX	78109	Y	N	6:00 AM	12:00 AM	12:00 AM	12:00 AM	7:00 AM	12:00 AM
2329	8005 FM 78 (SEGUIN RD)	CONVERSE	TX	78109	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
981	9145 FM 78	CONVERSE	TX	78109	Y	N	5:00 AM	12:00 AM	5:00 AM	1:00 AM	5:00 AM	12:00 AM
* BIG'S #401	9765 MIRIMAR BLVD	Converse	TX	78109	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
* TETCO #303	13954 IH 37 S	ELMENDORF	TX	78112	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
* Super Express	3702 Waterwood Pass	Elmendorf	TX	78112	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
* VALLEY MART #7	12998 BANDERA RD	HELOTES	TX	78023	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
1020	250 N LOOP 1604 E	HOLLYWOOD PARK	TX	78232	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
2453	12201 TOEPPERWEIN RD	LIVE OAK	TX	78233	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
535	1121 IH-35 W	NEW BRAUNFELS	TX	78130	N	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
185	570 S SEGUIN AVE	NEW BRAUNFELS	TX	78130	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
* FOUR POINTS STOP	1301 FM 1346	SAINT HEDWIG	TX	78152	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
1045	10010 N LOOP 1604 W	SAN ANTONIO	TX	78254	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
1023	1002 CASTROVILLE RD	SAN ANTONIO	TX	78237	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
2085	10155 W FM 471 (CULEBRA RD)	SAN ANTONIO	TX	78251	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
173	102 DEMYA DR	SAN ANTONIO	TX	78227	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
2092	103 BANDERA RD	SAN ANTONIO	TX	78228	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
2010	10347 NACOGDOCHES RD	SAN ANTONIO	TX	78217	Y	N	6:00 AM	12:00 AM	6:00 AM	12:00 AM	7:00 AM	12:00 AM
2031	10402 N IH-35	SAN ANTONIO	TX	78233	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
990	10415 HUEBNER RD	SAN ANTONIO	TX	78240	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
* SUNRISE QUICK MART	10420 HIGHWAY 181 S	SAN ANTONIO	TX	78223	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
* VALERO FOOD MART #1	10808 BANDERA RD	SAN ANTONIO	TX	78250	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
1062	11003 CULEBRA RD (FM 471)	SAN ANTONIO	TX	78253	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
1001	11050 POTRANCO RD	SAN ANTONIO	TX	78251	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
2330	1115 SAN PEDRO AVE	SAN ANTONIO	TX	78212	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
171	1129 FRESNO	SAN ANTONIO	TX	78201	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
1061	11311 HUEBNER RD	SAN ANTONIO	TX	78230	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
* Carry On -	1136 E BORGFELD DR	SAN ANTONIO	TX	78260	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
1063	11611 STATE HWY 151	SAN ANTONIO	TX	78251	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
1030	1171 AT&T CENTER PKWY	SAN ANTONIO	TX	78219	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
1056	11880 CULEBRA RD (FM 471)	SAN ANTONIO	TX	78253	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
1046	12020 O'CONNOR RD	SAN ANTONIO	TX	78233	N	N	5:00 AM	12:00 AM	12:00 AM	12:00 AM	5:00 AM	12:00 AM
2327	1203 AUSTIN HWY	SAN ANTONIO	TX	78209	N	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
2202	12070 BLANCO RD	SAN ANTONIO	TX	78216	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
2459	12303 WETMORE RD	SAN ANTONIO	TX	78247	N	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
412	1231 PROBANDT ST	SAN ANTONIO	TX	78204	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
* STANLEY'S ICE 9	1239 S HACKBERRY	SAN ANTONIO	TX	78210	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
1053	12511 SW LOOP 410	SAN ANTONIO	TX	78224	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM

Exhibit "A"

Station	Address	City	St	Zip	Diesel Available	Store Hours						
						OPEN 24 HRS	Mon - Fri Open	Mon - Fri Close	Sat - Open	Sat - Close	Sun - Open	Sun - Close
2466	12602 JONES MALTSBERGER RD	SAN ANTONIO	TX	78247	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
2122	1303 CALLAGHAN RD.	SAN ANTONIO	TX	78228	N	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
1035	13555 BABCOCK RD	SAN ANTONIO	TX	78249	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
* BELL EXPRESS	14139 BELL	SAN ANTONIO	TX	78217	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
531	1419 CULEBRA RD	SAN ANTONIO	TX	78201	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
994	14393 NW MILITARY HWY	SAN ANTONIO	TX	78231	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
* DIAMOND EXPRESS #2	14400 NACOGDOCHES RD	SAN ANTONIO	TX	78247	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
2467	1503 SW MILITARY DR	SAN ANTONIO	TX	78221	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
928	1540 AUSTIN HWY	SAN ANTONIO	TX	78218	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
* E-Z STOP	15540 S HIGHWAY 181	SAN ANTONIO	TX	78223	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
1019	15720 SAN PEDRO AVE	SAN ANTONIO	TX	78232	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
105	1603 GOLIAD RD	SAN ANTONIO	TX	78223	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
1034	16403 NACOGDOCHES RD	SAN ANTONIO	TX	78247	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
1039	16555 HUEBNER RD	SAN ANTONIO	TX	78248	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
2464	1703 N NEW BRAUNFELS AVE	SAN ANTONIO	TX	78208	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
989	1802 S GENERAL MCMULLEN	SAN ANTONIO	TX	78226	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
1036	1810 N FOSTER RD	SAN ANTONIO	TX	78244	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
* BIG'S #208	18657 FM 2252	SAN ANTONIO	TX	78266	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
119	1901 S NEW BRAUNFELS AVE	SAN ANTONIO	TX	78210	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
* 281 KORNER STORE	19354 S US HIGHWAY 281	SAN ANTONIO	TX	78221	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
2140	2001 BROADWAY ST	SAN ANTONIO	TX	78215	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
* BABCOCK FOOD MART	2023 BABCOCK RD	SAN ANTONIO	TX	78229	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
2280	2023 MCCULLOUGH AVE	SAN ANTONIO	TX	78212	N	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
* SAK FOOD MART	2101 QUINTANA RD	SAN ANTONIO	TX	78211	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
* Big's #405	2101 S Laredo ST	San Antonio	TX	78207	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
1024	2151 SW 36TH ST	SAN ANTONIO	TX	78237	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
1006	2250 BANDERA RD	SAN ANTONIO	TX	78228	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
* Food Mart	2303 NE LOOP 410	SAN ANTONIO	TX	78217	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
* DIAMOND EXPRESS #1	2315 HARRY WURZBACH RD	SAN ANTONIO	TX	78209	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
* BIG'S #205	23650 US HIGHWAY 281 N	SAN ANTONIO	TX	78258	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
2119	2400 THOUSAND OAKS	SAN ANTONIO	TX	78232	N	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
* RUDY'S COUNTRY	24152 IH 10 W	SAN ANTONIO	TX	78257	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
* Big's #407	24457 Boerne Stage Rd	San Antonio	TX	78255	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
2015	2502 AUSTIN HWY	SAN ANTONIO	TX	78218	N	N	6:00 AM	12:00 AM	12:00 AM	12:00 AM	7:00 AM	12:00 AM
* PICO #10	25284 IH 10 W	SAN ANTONIO	TX	78257	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
25	2601 NOGALITOS ST	SAN ANTONIO	TX	78225	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
2299	2903 E SOUTHCROSS BLVD	SAN ANTONIO	TX	78223	N	N	6:00 AM	12:00 AM	12:00 AM	12:00 AM	7:00 AM	12:00 AM
1014	2950 SW MILITARY DR	SAN ANTONIO	TX	78224	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
90	3015 FREDERICKSBURG RD	SAN ANTONIO	TX	78201	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
2001	3033 GOLIAD RD	SAN ANTONIO	TX	78223	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
* KIRBY CONVENIENCE	3127 ACKERMAN	SAN ANTONIO	TX	78219	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
2292	3151 S WW WHITE RD	SAN ANTONIO	TX	78222	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
1018	3210 S ZARZAMORA ST	SAN ANTONIO	TX	78225	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM

Exhibit "A"

Station	Address	City	St	Zip	Diesel Available	Store Hours						
						OPEN 24 HRS	Mon - Fri Open	Mon - Fri Close	Sat - Open	Sat - Close	Sun - Open	Sun - Close
406	3225 COMMERCIAL AVE	SAN ANTONIO	TX	78221	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
32	3242 CULEBRA RD	SAN ANTONIO	TX	78228	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
992	3322 PLEASANTON RD	SAN ANTONIO	TX	78221	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
1011	333 SAN PEDRO AVE	SAN ANTONIO	TX	78212	N	N	6:00 AM	12:00 AM	6:00 AM	12:00 AM	6:00 AM	12:00 AM
1007	3411 THOUSAND OAKS DR	SAN ANTONIO	TX	78247	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
2030	3503 WURZBACH RD	SAN ANTONIO	TX	78238	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
2293	3603 SE MILITARY DR	SAN ANTONIO	TX	78223	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
40	3659 E COMMERCE ST	SAN ANTONIO	TX	78220	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
1038	3890 N LOOP 1604 E	SAN ANTONIO	TX	78247	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
1000	3939 CALLAGHAN RD	SAN ANTONIO	TX	78228	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
20	3944 FREDERICKSBURG RD	SAN ANTONIO	TX	78201	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
* DS 2 FOOD MART	4030 MEDICAL DR	SAN ANTONIO	TX	78229	N	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
2240	4070 PERRIN CENTRAL BLVD	SAN ANTONIO	TX	78217	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
* VALLEY HI EXPRESS	421 VALLEY HI DR	SAN ANTONIO	TX	78227	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
252	4327 VANCE JACKSON RD	SAN ANTONIO	TX	78230	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	6:00 AM	12:00 AM
536	4338 W COMMERCE ST	SAN ANTONIO	TX	78237	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
* RAMSGATE	4415 RAMSGATE	SAN ANTONIO	TX	78230	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
999	4450 DE ZAVALA RD	SAN ANTONIO	TX	78249	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
103	4507 RITTIMAN RD	SAN ANTONIO	TX	78218	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
1047	4646 RITTIMAN RD	SAN ANTONIO	TX	78218	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
2301	4698 SEGUIN RD	SAN ANTONIO	TX	78219	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
1021	4720 PECAN VALLEY DR	SAN ANTONIO	TX	78223	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
93	4722 WEST AVE	SAN ANTONIO	TX	78213	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
1055	4801 WALZEM RD	SAN ANTONIO	TX	78218	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
1029	4902 E HOUSTON ST	SAN ANTONIO	TX	78220	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
95	5105 MCCULLOUGH AVE	SAN ANTONIO	TX	78212	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
94	5126 BLANCO RD	SAN ANTONIO	TX	78216	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
1052	5130 N LOOP 1604 E	SAN ANTONIO	TX	78247	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
1027	5239 RIGSBY AVE	SAN ANTONIO	TX	78222	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
1059	5345 ROOSEVELT AVE	SAN ANTONIO	TX	78214	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
2468	5411 GRISSOM RD	SAN ANTONIO	TX	78238	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
2289	5439 EVERS RD	SAN ANTONIO	TX	78238	N	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
2245	5494 BABCOCK RD	SAN ANTONIO	TX	78240	N	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
2447	5502 BLANCO RD	SAN ANTONIO	TX	78216	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
2456	5530 W MILITARY DR	SAN ANTONIO	TX	78242	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
2086	5811 SAN PEDRO AVE	SAN ANTONIO	TX	78212	N	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
2208	5980 OLD PEARSALL RD	SAN ANTONIO	TX	78242	N	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
2035	5995 CALLAGHAN RD	SAN ANTONIO	TX	78228	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
982	6003 DE ZAVALA RD	SAN ANTONIO	TX	78249	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
1026	6003 OLD PEARSALL RD	SAN ANTONIO	TX	78242	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
1028	6022 US HWY 87 EAST	SAN ANTONIO	TX	78222	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
* CARRYON	603 PLEASANTON RD	SAN ANTONIO	TX	78214	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
2291	606 W OLD HIGHWAY 90	SAN ANTONIO	TX	78237	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM

Exhibit "A"

Station	Address	City	St	Zip	Diesel Available	Store Hours						
						OPEN 24 HRS	Mon - Fri Open	Mon - Fri Close	Sat - Open	Sat - Close	Sun - Open	Sun - Close
1042	6180 WALZEM RD	SAN ANTONIO	TX	78239	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
* MALONE GROCERY	619 W MALONE AVE	SAN ANTONIO	TX	78225	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
1044	6403 BABCOCK RD	SAN ANTONIO	TX	78249	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
2106	6735 MEDINA BASE RD	SAN ANTONIO	TX	78227	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
253	6903 W MILITARY DR	SAN ANTONIO	TX	78227	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
177	6910 S FLORES ST	SAN ANTONIO	TX	78221	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
932	6988 BANDERA RD	SAN ANTONIO	TX	78238	N	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
5	703 N ZARZAMORA ST	SAN ANTONIO	TX	78207	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
1048	7153 BANDERA RD	SAN ANTONIO	TX	78238	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
2159	7203 BLANCO RD	SAN ANTONIO	TX	78216	N	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
259	727 MCCULLOUGH AVE	SAN ANTONIO	TX	78215	Y	N	6:00 AM	10:00 PM	6:00 AM	1:00 AM	8:00 AM	10:00 PM
1050	7305 CULEBRA RD	SAN ANTONIO	TX	78251	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
* Mainland Quick Mart	7425 MAINLAND DR	SAN ANTONIO	TX	78250	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
2426	7715 S ZARZAMORA ST	SAN ANTONIO	TX	78224	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
* EASY FOOD MART	7751 HWY 90 W	SAN ANTONIO	TX	78227	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
929	7880 CULEBRA RD	SAN ANTONIO	TX	78251	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
29	802 NE LOOP 410	SAN ANTONIO	TX	78209	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
532	8102 CALLAGHAN RD	SAN ANTONIO	TX	78230	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
2469	8108 FREDERICKSBURG RD	SAN ANTONIO	TX	78229	N	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
1002	8150 POTRANCO RD	SAN ANTONIO	TX	78251	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
921	819 E MULBERRY AVE	SAN ANTONIO	TX	78212	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
2358	8214 CULEBRA RD	SAN ANTONIO	TX	78251	N	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
3	8235 BROADWAY ST	SAN ANTONIO	TX	78209	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
2256	8303 MCCULLOUGH AVE	SAN ANTONIO	TX	78216	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
1003	8355 ECKHERT RD	SAN ANTONIO	TX	78240	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
2165	841 E BITTERS RD	SAN ANTONIO	TX	78216	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
* Family Center	8692 OLD PEARSALL RD	SAN ANTONIO	TX	78252	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
* COYOTE EXPRESS I	8719 WURZBACH RD	SAN ANTONIO	TX	78240	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
255	8722 PERRIN BEITEL	SAN ANTONIO	TX	78217	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
* FUEL STATION	900 W HILDEBRAND	SAN ANTONIO	TX	78201	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
2269	9022 MARBACH RD	SAN ANTONIO	TX	78245	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
2026	9209 S ZARZAMORA	SAN ANTONIO	TX	78224	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
2006	9523 FREDERICKSBURG RD	SAN ANTONIO	TX	78240	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
991	9675 W FM 471 (CULEBRA)	SAN ANTONIO	TX	78251	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
2113	9685 MARBACH RD	SAN ANTONIO	TX	78245	N	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
924	9697 SAN PEDRO	SAN ANTONIO	TX	78216	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
1051	9838 HWY 151	SAN ANTONIO	TX	78251	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
2377	9865 POTRANCO	SAN ANTONIO	TX	78251	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
1017	17500 IH-35 N	SCHERTZ	TX	78154	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
2034	17599 IH-35 N	SCHERTZ	TX	78154	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
* TETCO #309	19849 SOMERSET RD.	SOMERSBT	TX	78069	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
* RANDOLPH EXPRESS	10634 W FM 78	UNIVERSAL CITY	TX	78108	Y	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
1049	2909 PAT BOOKER RD	UNIVERSAL CITY	TX	78148	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM

Exhibit "A"

Station	Address	City	St	Zip	Diesel Available	Store Hours						
						OPEN 24 HRS	Mon - Fri Open	Mon - Fri Close	Sat - Open	Sat - Close	Sun - Open	Sun - Close
I	702 PAT BOOKER RD	UNIVERSAL CITY	TX	78148	Y		6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
* TETCO #308	11390 IH 35 S	VON ORMY	TX	78073	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM
* AAA TRAVEL CENTER	14555 IH 35 SOUTH	VON ORMY	TX	78073	Y	Y	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM	12:00 AM
1041	5100 CRESTWAY DR	WINDCREST	TX	78239	N	N	6:00 AM	12:00 AM	6:00 AM	1:00 AM	7:00 AM	12:00 AM

\*Dealer Branded Locations

\*\*\* Listing subject to change without notice

Exhibit "A"

VEHICLE/DESCRIPTION DRIVER/NAME	COMPANY	STREET ADDR	CITY	ST	INVTUM	G	COST	FUEL	ODOMETER	CST	MDSE	SRVC	TOTAL		
9/05052															
									PREVIOUS ODOMETER						
15806	SQUILLA MIC VALERO	418 304 N NURCES	GEORGE W TX	590893	12/ 6 15:10	U 10.4	2.759	28.75	79406	250	.115	24.0	.00	28.75	
15806	SQUILLA MIC VALERO	153 3225 E EXPRE	WESLACO TX	061243	12/ 8 10:13	U 12.1	2.799	34.14	79671	265	.129	21.9	.00	34.14	
15806	SQUILLA MIC VALERO	152 2406 EXPRESS	MISSION TX	052513	12/ 9 08:25	U 7.0	2.799	19.71	79816	145	.136	20.7	.00	19.71	
15806	SQUILLA MIC VALERO	994 14393 NW MIL	SAN ANTO TX	143233	12/14 17:36	U 12.3	2.759	34.00	80148	332	.102	27.0	.00	34.00	
15806	SQUILLA MIC VALERO	215 7203 BLANCO	SAN ANTO TX	035873	12/21 15:58	U 12.1	2.819	34.14	80396	248	.138	20.5	.00	34.14	
15806	SQUILLA MIC VALERO	94 5126 BLANCO	SAN ANTO TX	521369	12/27 15:12		.0	.000	80466	0	.000	.0	.00	8.00	
							VEHICLE TOTALS	53.9	150.74	1240	.122	23.0	8.00	158.74	
							YTD TOTALS	745.1	1948.41	16617	.117	22.3	57.18	32.00	2037.59
10/07006															
									PREVIOUS ODOMETER						
10811	NEWTON RAND MID WAY VA	1400 N CENTR	MCKINNEY TX	300023	12/ 2 10:20	U 15.4	2.699	41.80	14400	480	.087	31.2	.00	41.80	
10811	NEWTON RAND VALERO	226 3434 WEBB CH	DALLAS TX	464853	12/ 6 10:55	U 14.8	2.779	41.30	15300	420	.098	28.4	.00	41.30	
10811	NEWTON RAND VALERO	132 720 SPRING V	HEWITT TX	065913	12/ 9 14:01	U 14.9	2.749	41.00	15690	390	.105	26.2	.00	41.00	
10811	NEWTON RAND MID WAY VA	1400 N CENTR	MCKINNEY TX	063893	12/10 13:41	U 13.8	2.799	38.75	16190	500	.078	36.2	.00	38.75	
10811	NEWTON RAND MID WAY VA	1400 N CENTR	MCKINNEY TX	205673	12/18 14:07	U 11.0	2.849	31.50	16450	260	.121	23.6	.00	31.50	
							VEHICLE TOTALS	69.9	194.35	2050	.095	29.3	194.35		
							YTD TOTALS	1266.6	3313.12	22260	.149	17.6	8.00	63.00	3384.12
11/08159															
									PREVIOUS ODOMETER						
16632	JUAREZ RON VALERO	999 4450 DEZAVAL	SAN ANTO TX	142573	12/ 1 11:27	U 16.3	2.649	43.23	76251	384	.113	23.6	.00	43.23	
16632	JUAREZ RON VALERO	FOO 10808 BANDER	SAN ANTO TX	071133	12/ 3 15:11	U 10.9	2.699	29.64	76635	273	.109	25.0	5.00	34.64	
16632	JUAREZ RON VALERO	106 31700 IH 10	BOERNE TX	252673	12/ 7 17:30	U 13.4	2.759	37.22	77188	280	.133	20.9	.00	37.22	
16632	JUAREZ RON VALERO	106 31700 IH 10	BOERNE TX	583773	12/ 9 15:41	U 12.8	2.759	35.59	77497	309	.115	24.1	.00	35.59	
16632	JUAREZ RON VALERO	FOO 10808 BANDER	SAN ANTO TX	170503	12/13 12:05	U 12.0	2.799	33.79	77795	298	.113	24.8	.00	33.79	
16632	JUAREZ RON VALERO	999 4450 DEZAVAL	SAN ANTO TX	513693	12/15 11:37	U 11.0	2.699	29.79	78052	257	.116	23.4	7.00	36.79	
16632	JUAREZ RON VALERO	999 4450 DEZAVAL	SAN ANTO TX	185023	12/17 12:51	U 12.5	2.799	35.19	78363	311	.113	24.9	.00	35.19	
16632	JUAREZ RON BARREL	HOU 11696 STATE	PIPE CRE TX	304813	12/29 07:52	U 16.7	2.899	48.58	78746	383	.127	22.9	.00	48.58	
							VEHICLE TOTALS	105.6	293.03	2495	.117	23.6	12.00	305.03	
							YTD TOTALS	1239.7	3274.87	29990	.109	24.2	137.00	.00	3411.87
12/10052															
									PREVIOUS ODOMETER						
10808	JAKEL ALVIN VALERO	407 5601 QUEBEC	COMMERCE CO	041213	12/ 2 15:13	U 14.2	2.639	37.55	26528	474	.079	33.4	.00	37.55	
10808	JAKEL ALVIN VALERO	116 18565 SMOKEY	AURORA CO	183723	12/ 7 09:40	U 12.0	2.499	30.00	27425	423	.071	35.3	9.00	39.00	
10808	JAKEL ALVIN VALERO	407 5601 QUEBEC	COMMERCE CO	263113	12/10 09:35	U 13.1	2.699	35.41	27875	450	.079	34.4	.00	35.41	
10808	JAKEL ALVIN VALERO	116 18565 SMOKEY	AURORA CO	585883	12/15 06:59	U 12.5	2.699	34.00	28311	436	.078	34.9	.00	34.00	
							VEHICLE TOTALS	51.8	136.96	1783	.077	34.4	9.00	145.96	
							YTD TOTALS	865.6	2239.06	28309	.079	32.7	127.00	.00	2366.06

Sample Reports

Exhibit "B"

VEHICLE/DESCRIPTION DRIVER/NAME	COMPANY	STREET ADDR	CITY	ST	INVMUM	G	COST	FUEL	ODOMETER	CST	MDSE	SRVC	TOTAL	
563/VEHICLE 03691 DRIVER	VALERO	226 4421 MAPLE A	DALLAS	TX	062013 12/ 6 14:23	U	8.6 2.799	24.21	58999	****	***	***	.00 .00	24.21
VEHICLE TOTALS							8.6	24.21		***	***	***		24.21
YTD TOTALS							8.6	24.21	0			.0	.00 .00	24.21
ACCOUNT TOTALS							289.8	799.29	7568	.106	26.1	21.00	8.00	828.29

FLAG LEGEND

M =MANUAL POS ENTRY      R =RETURNED PURCHASE  
 X =PIN ENTRY OVERRIDE    O =INVALID ODOMETER  
 G =INCORRECT FUEL GRADE   L =LIMIT EXCEEDED DECLINE  
 C =TANK CAPACITY EXCEEDED   N =NON-PARTICIPATING SITE  
 I =PROCESSED AS A NON FLEET CARD LOCATION  
 D =MANUAL IMPRINT

FUEL GRADES

R = REGULAR LEADED  
 U = REGULAR UNLEADED  
 P = UNLEADED PLUS  
 S = SUPER UNLEADED  
 D = DIESEL  
 G = AVIATION FUEL  
 N = NATURAL GAS  
 E = ETHANOL

Exhibit "B"

VALERO MARKETING AND SUPPLY  
 FLEET PURCHASE SUMMARY FOR MONTH OF 12 10

	REGULAR	UNLEADED	UNLEADED PLUS	SUPER	DIESEL	E-85	NATURAL GAS	TOTAL/AVG
FUEL GALLONS	.0	289.8	.0	.0	.0	.0	.0	289.8
AVG PRICE / GAL		2.758						2.758
AVG COST / MILE		.106						.106
AVG MILES / GAL		26.1						26.1
TOTAL FUEL AMOUNT \$	.00	799.29	.00	.00	.00	.00	.00	799.29
TOTAL MDSE AMOUNT \$								21.00
TOTAL SERVICE AMT \$								8.00
								-----
TOTAL PURCHASE \$								828.29
*****YTD TOTALS \$								
FUEL GALLONS		4,120.1		58.0				4,178.1
AVG PRICE / GAL		2.617		2.550				2.616
AVG COST / MILE		.105		.132				.105
AVG MILES / GAL		24.9		19.3				24.8
TOTAL FUEL AMOUNT \$		10,780.74		147.91				10,928.65
TOTAL MDSE AMOUNT \$								329.18
TOTAL SERVICE AMT \$								95.00
								-----
TOTAL PURCHASE \$								11,352.83

Exhibit "B"

EMPLOYEE NO/NAME VEHICLE/DESCRIPTION	COMPANY	STREET ADDR	CITY	ST	INVMUM	DATE	TIME	G R	COST GALS /GAL	FUEL AMOUNT	MDSE AMOUNT	SRVC AMOUNT	TOTAL AMOUNT	-FLAGS-
-----														
03691/DRIVER 563 VEHICLE	VALERO	2266	4421 MAPLE AVE	DALLAS	TX	062013	12/ 6 14:23	U	8.6	2.799	24.21	.00	.00	24.21
									DRIVER TOTALS	8.6	24.21	.00	.00	24.21
									YTD TOTALS	8.6	24.21	.00	.00	24.21
-----														
10808/JAKEL ALVIN														
12 10052	VALERO	4074	5601 QUEBEC	COMMERCE	CO	041213	12/ 2 15:13	U	14.2	2.639	37.55	.00	.00	37.55
12 10052	VALERO	1166	18565 SMOKEY HIL	AURORA	CO	183723	12/ 7 09:40	U	12.0	2.499	30.00	9.00	.00	39.00
12 10052	VALERO	4074	5601 QUEBEC	COMMERCE	CO	261113	12/10 09:35	U	13.1	2.699	35.41	.00	.00	35.41
12 10052	VALERO	1166	18565 SMOKEY HIL	AURORA	CO	585883	12/15 06:59	U	12.5	2.699	34.00	.00	.00	34.00
									DRIVER TOTALS	51.8	136.96	9.00	.00	145.96
									YTD TOTALS	865.6	2239.06	127.00	.00	2366.06
-----														
10811/NEWTON RANDY														
10 07006	MID WAY VALE	1400 N CENTRAL E	MCKINNEY	TX	300023	12/ 2 10:20	U	15.4	2.699	41.80	.00	.00	41.80	
10 07006	VALERO	2268	3434 WEBB CHAPEL	DALLAS	TX	464853	12/ 6 10:55	U	14.8	2.779	41.30	.00	.00	41.30
10 07006	VALERO	1328	720 SPRING VALLE	HEWITT	TX	065913	12/ 9 14:01	U	14.9	2.749	41.00	.00	.00	41.00
10 07006	MID WAY VALE	1400 N CENTRAL E	MCKINNEY	TX	063893	12/10 13:41	U	13.8	2.799	38.75	.00	.00	38.75	
10 07006	MID WAY VALE	1400 N CENTRAL E	MCKINNEY	TX	205673	12/18 14:07	U	11.0	2.849	31.50	.00	.00	31.50	
									DRIVER TOTALS	69.9	194.35	.00	.00	194.35
									YTD TOTALS	1280.4	3347.77	8.00	63.00	3418.77
-----														
15806/SQUILLA MICH														
9 05052	VALERO	418	304 N NUCCES HWY	GEORGE WE	TX	590893	12/ 6 15:10	U	10.4	2.759	28.75	.00	.00	28.75
9 05052	VALERO	1536	3225 E EXPRESSWA	WESLACO	TX	061243	12/ 8 10:13	U	12.1	2.799	34.14	.00	.00	34.14
9 05052	VALERO	1523	2406 EXPRESS HWY	MISSION	TX	052513	12/ 9 08:25	U	7.0	2.799	19.71	.00	.00	19.71
9 05052	VALERO	994	14393 NW MILITAR	SAN ANTON	TX	143233	12/14 17:36	U	12.3	2.759	34.00	.00	.00	34.00
9 05052	VALERO	2159	7203 BLANCO	SAN ANTON	TX	035873	12/21 15:58	U	12.1	2.819	34.14	.00	.00	34.14
9 05052	VALERO	94	5126 BLANCO RD	SAN ANTON	TX	521369	12/27 15:12	U	.0	.000	.00	.00	8.00	8.00
									DRIVER TOTALS	53.9	150.74	.00	8.00	158.74
									YTD TOTALS	745.1	1948.41	57.18	32.00	2037.59
-----														
16632/JUAREZ RON														
11 08159	VALERO	999	4450 DEZAVALA RD	SAN ANTON	TX	142573	12/ 1 11:27	U	16.3	2.649	43.23	.00	.00	43.23
11 08159	VALERO	FOOD	10808 BANDERA RD	SAN ANTON	TX	071133	12/ 3 15:11	U	10.9	2.699	29.64	5.00	.00	34.64
11 08159	VALERO	1060	31700 IH 10 W	BOERNE	TX	252673	12/ 7 17:30	U	13.4	2.759	37.22	.00	.00	37.22
11 08159	VALERO	1060	31700 IH 10 W	BOERNE	TX	583773	12/ 9 15:41	U	12.8	2.759	35.59	.00	.00	35.59
11 08159	VALERO	FOOD	10808 BANDERA RD	SAN ANTON	TX	170503	12/13 12:05	U	12.0	2.799	33.79	.00	.00	33.79
11 08159	VALERO	999	4450 DEZAVALA RD	SAN ANTON	TX	513693	12/15 11:37	U	11.0	2.699	29.79	7.00	.00	36.79
11 08159	VALERO	999	4450 DEZAVALA RD	SAN ANTON	TX	185023	12/17 12:51	U	12.5	2.799	35.19	.00	.00	35.19
11 08159	BARREL HOUSE	11696 STATE HIGH	PIPE CREE	TX	304813	12/29 07:52	U	16.7	2.899	48.58	.00	.00	48.58	
									DRIVER TOTALS	105.6	293.03	12.00	.00	305.03
									YTD TOTALS	1239.7	3274.87	137.00	.00	3411.87

Exhibit "B"



**THREE RIVERS SYSTEM - MOTOR GASOLINE BLENDING SPECIFICATIONS AND TARGETS**

Exhibit "C"

"San Antonio" Grade: San Antonio Terminal

**VOLATILITY SPECS. LEAD TIMES, TARGETS, TOLERANCES**

**DISTILLATION, PERCENT EVAPORATED**

MONTH	RVP	T(v/l)	START	RVP	T(v/l)		10%	50%	50%	90%	EP	Driveability Index (DI)	
	Max.	Min.	Date	Target	Tol.	Target	Tol.	Max.	Min.	Max.	Max.		
January	13.50		DEC 25	13.35	+/-0.15	117	+/-1	131	150	235	365	437	Report
February	13.50	116	JAN 25	13.35	+/-0.15	117	+/-1	131	150	235	365	437	Report
March	12.50	120	FEB 25	12.35	+/-0.15	121	+/-1	131	170	240	365	437	Report
April	NOTE 1	124	MAR 25	NOTE 1	+/-0.15	125	+/-1	149	170	245	374	437	Report
May	7.80 (Note 2)	124	APR 1	7.65	+/-0.15	125	+/-1	158	170	250	374	437	Report
June	7.80 (Note 2)	124	MAY 1	7.65	+/-0.15	125	+/-1	158	170	250	374	437	Report
July	7.80 (Note 2)	133	JUN 1	7.65	+/-0.15	134	+/-1	158	170	250	374	437	Report
August	7.80 (Note 2)	133	JUL 1	7.65	+/-0.15	134	+/-1	158	170	250	374	437	Report
Sept. 1-15	7.80 (Note 2)	133	SEP 1	7.65	+/-0.15	134	+/-1	158	170	250	374	437	Report
Sept. 16 - Oct. 1	7.80 (Note 2)	133	SEP 16	7.65	+/-0.15	134	+/-1	158	170	250	374	437	Report
Oct. 2 - Oct. 31	11.50	124	OCT 2	11.35	+/-0.15	125	+/-1	140	170	240	365	437	Report
November	13.50	116	OCT 25	13.35	+/-0.15	117	+/-1	131	150	235	365	437	Report
December	13.50	116	NOV 25	13.35	+/-0.15	117	+/-1	131	150	235	365	437	Report

NOTE 1: During April, low RVP gasoline is manufactured for terminals to blend inventories down to 7.80 psi (TNRCC requirement) by May 1. Therefore, RVP's will vary but not to exceed 11.50. If gasoline with an RVP < 10.00 psi is produced, the V/L temperature shall be 124 F minimum, the 10% temperature shall be 158 F maximum, and the 50% temperature shall be 250 F maximum.

NOTE 2: TNRCC RVP Regulation requires 7.80 RVP maximum for the San Antonio Area from May 1st to October 1.

NOTE 3: Gasoline volatility will be controlled by either the RVP or V/L specification limit. In no case can either the RVP or V/L go beyond the specification limit. However, one of the two may exceed the target tolerance in the direction of quality assuming the other is within the controlling tolerance.

**REFINERY OCTANE TARGETS**

GRADE	OCTANE SPECIFICATIONS			REFINERY OCTANE TARGETS			
	R+M/2	RON	MON	R+M/2 Target	R+M/2 Tol	MON Target	MON Tol
Unleaded Regular	87.0	Report	Report	87.1	+/-0.1	82.0	N/A
Unleaded Plus	89.0	Report	Report	89.1	+/-0.1	N/A	N/A
Unleaded Premium	93.0	Report	Report	93.1	+/-0.1	N/A	N/A

**ALL GRADES, Cleanliness, Composition and Stability SPECIFICATIONS**

RFG/ANTIDUMP PARAMETERS	LIMIT	METHOD	OTHER PARAMETERS	LIMIT	METHOD
Aromatics, Vol. %	Report	EPA-GC/MS	Oxidation Stability, Min.	240	ASTM D525
Olefins, Vol. %	Report	ASTM D1319-93	Phosphorous, g/gal., Max.	0.0003	ASTM D3231
Benzene, Wt. %, Max.	4.50	ASTM D3606-92	Lead, g/gal., Max.	0.03	ASTM D3237
Benzene, Vol. %	Report	ASTM D3606-92	Corrosion, Max.	1B	ASTM D130
Oxygen, Wt. %, Max. (MTBE, EtOH)	Report by Type	GC-OFID (EPA)	Doctor	Negative	ASTM D484
Sulfur, Wt. PPM, Max.	300	D-2622 (EPA)	Color	Undyed	Visual
Distillation, E200 (%Evap@200F)	Report	ASTM D86-90	Gum, mg/dL., Max.	4	ASTM D381
Distillation, E300 (%Evap@300F)	Report	ASTM D86-90	Corrosion, Max. (silver)	1	ASTM modified D130

This controlled document is OBSOLETE thirty (30) days after 3/22/2011.

Exhibit "C"



**VALERO REFINING COMPANY**  
THREE RIVERS SPECIFICATIONS FOR DIESEL

Exhibit "D"

TEST PARAMETERS	LIMITS	UNITS	#1 Grade Diesel	Texas LED	Ultra Low Sulfur Diesel	"HIGHWAY"	"OFF-ROAD"	TEST	
						#2 Grade Diesel	#2 Grade Diesel	METHODS	Notes
Flash Point	Min.	Fahrenheit	100	125	125	130	130	ASTM D93	
Water and Sediment	Max.	Volume %	0.05	0.05	0.05	0.05	0.05	ASTM D1796	
Distillation Temperatures									
Initial Boiling Pt.	Min.	Fahrenheit	320	N/A	N/A	N/A	N/A	ASTM D86	
10% Recovery Pt.	Min.	Fahrenheit		Report	Report			ASTM D86	
50% Recovery Pt.	Min.	Fahrenheit		Report	Report			ASTM D86	
90% Recovery Pt.	Min.	Fahrenheit	N/A	540	540	540	540	ASTM D86	
90% Recovery Pt.	Max.	Fahrenheit	550	640	640	640	640	ASTM D86	
Final Boiling Pt.	Max.	Fahrenheit	625	690	690	690	690	ASTM D86	
API Gravity	Range	API @ 60 °F	36-51	30 Min.	30 Min.	30 Min.	30 Min.	ASTM D287	
Cetane (Calculated)	Min.	Number	40.0	48.0	40.0	42.0	40.0	ASTM D4737	1
Cetane (Motor)	Min.	Number	45.0	45.0	40	40.0	40.0	ASTM D613	2
Aromatics	Max.	Volume %	35	N/A	N/A	35	N/A	ASTM D1319	3
Aromatics	Max.	Volume %	N/A	10	N/A	N/A	N/A	ASTM D5186	
Viscosity	Range	CsT @40 °C	1.3-2.4	1.9-4.1	1.9-4.1	1.9-4.1	1.9-4.1	ASTM D445	
Ramsbottom Carbon	Max.	Weight %	0.15	0.35	0.35	0.35	0.35	ASTM D524	4
Ash	Max.	Weight %	0.01	0.01	0.01	0.01	0.01	ASTM D482	
Sulfur	Max.	Weight %	0.0500	N/A	N/A	0.0500	0.50	ASTM D4294	
Sulfur	Max.	ppm wt.	N/A	15	10	N/A	N/A	ASTM D5453	
Copper Corrosion Rating	Max.	Rating		1	1	1	3	ASTM D130	
Color	Max.	ASTM Code	1.5	2.5	2.5	2.5	2.5	ASTM D1500	
Active Dye Concentration	Min.	Lbs./Kbbl (PTB)	Undyed	Undyed	Undyed	Undyed	4	EPA/IRS Standards	5
Cloud Pt.	Max.	Fahrenheit	+14	+20	+20	+20	+20	ASTM D2500	
Pour Pt.	Max.	Fahrenheit	+10	+10	+10	+10	+10	ASTM D97	
Dupont F21 Stability	Max.	Pad Rating	7	7	7	7	7	DuPont F21	
OR									
Oxidation Stability	Max.	mg/100ml	2.5	2.5	2.5	2.5	2.5	ASTM D2274	
Acid Number	Max.	mg/100ml	N/A	N/A	N/A	N/A	N/A	ASTM D974	
Lubricity	Max.	microns	N/A	520.0	520.0	520.0	520.0	ASTM D8079	6
Conductivity	Min.	pS/m		50.0	50.0	50.0	50.0	ASTM D 2624	7
Haze Rating @ 70 °F	Max.	CPC Scale	2	2	2	2	2	CPC Scale	

Note 1 - Cetane Index will be calculated using method A for diesel with sulfur > 500ppm and using method B for diesel < = 500ppm.

Note 2 - Final diesel fuel blends will be certified for Cetane Number by D4737. Independent lab Cetane Motor tests demonstrate that fuels which meet the specified D4737 value will exceed the Cetane Motor (D613) criteria.

Note 3 - Aromatics waived if cetane Index >40 by D976 per CFR 80.29(2).

Note 4 - Ramsbottom Carbon Residue is determined on the remaining 10% Residual (Bottoms) from a D86 Distillation.

Note 5 - As of May 1, 1994, "Off Road" (high sulfur) dye requirements from EPA and IRS are 4 PTB (11.2PPM Min.) of Active Oil Red B Dye.

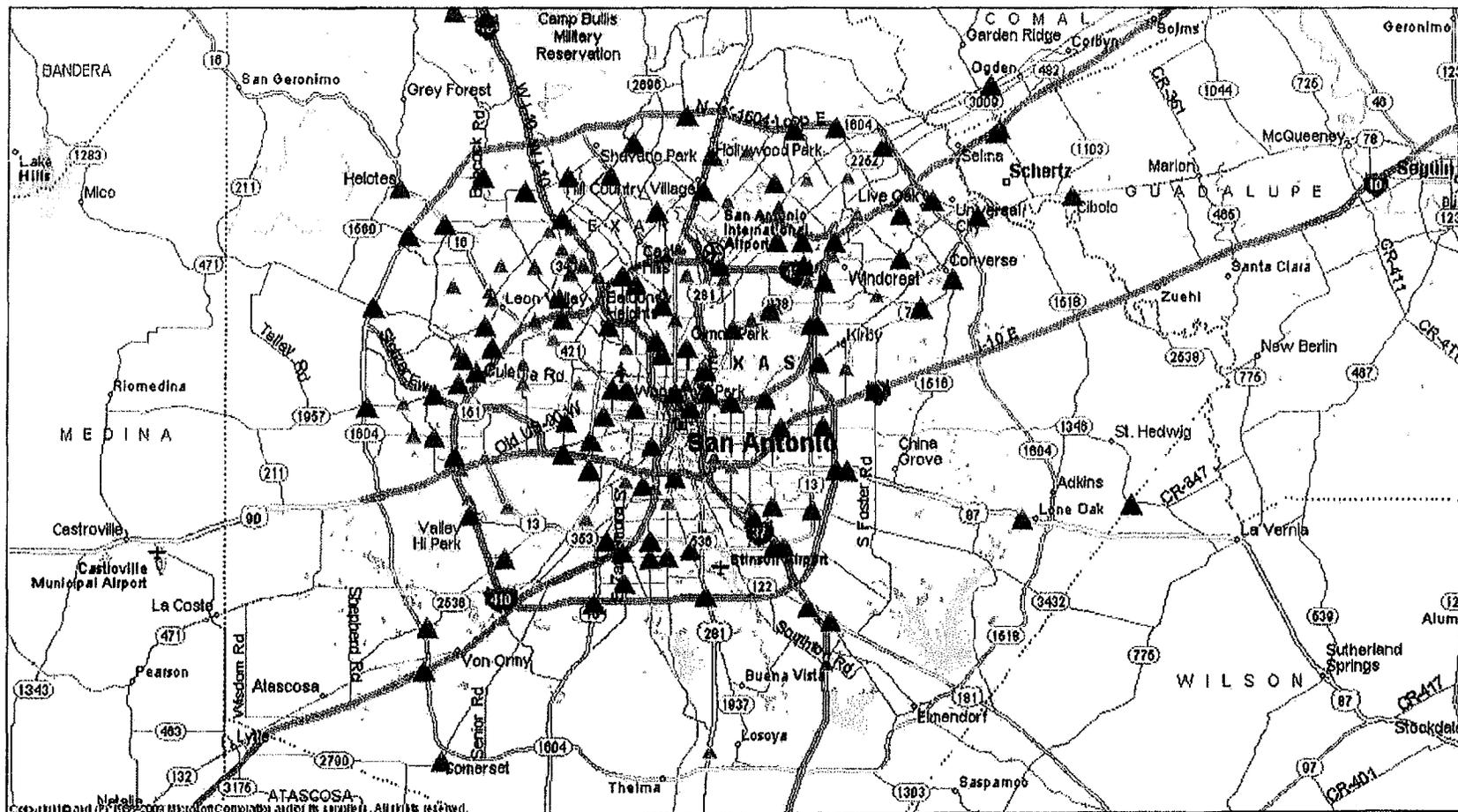
Note 6- The Lubricity is waived on all diesel that is shipped via pipeline as the additive will trail back into the Jet fuel tenders. The Terminals need the lubricity number to set the additive treat rate at the truck rack.

Note 7- The conductivity minimum may be 25 pS/m if checked @ loading temperature.

This controlled document is OBSOLETE thirty (30) days after 3/22/2011.

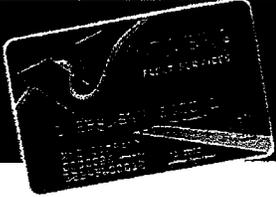
Exhibit "D"

# VALERO STATION LOCATION MAP - CITY OF SAN ANTONIO



▲ Gas - Open 18HRS ▲ Diesel - Open 24HRS ▲ Diesel - Open 18HRS △ Gas - Open 24HRS

Exhibit "E"



# *fleet card agreement*

**READ THIS AGREEMENT.** If you apply for, and Valero Marketing and Supply Company issues you, a Valero Fleet Services credit card, and you use or permit the use of the credit card, such use will be considered your acceptance of this Agreement. In this Agreement, the words "we", "us", and "our" mean Valero Marketing and Supply Company. "You" and "your" mean the company or person(s) who applies for and accepts the Card or Cards issued your Account. "Card" or "Cards" means the Valero Fleet Services credit card(s) issued to you in connection with your Account. "Account" means the account number issued to you and to which any charges made with the Cards issued will be accumulated for billing purposes. All capitalized terms not defined in this Agreement can be found on your monthly statement.

**1. Use of Cards: PINs and Driver Numbers.** Cards may be used at any participating store or service station. A Card must be presented at the time of purchase. A valid personal identification number ("PIN") and driver number will be required to authorize each purchase. Additional identification from your employee/driver may be required before credit is extended. PINs and driver numbers will be selected by you at the time Cards are issued.

**2. Qualified Users.** You shall designate in writing which of your employees/drivers are authorized to use Cards issued to your Account. You may terminate such authorization by notice to us given in accordance with Paragraph 8 below. However, unless and until we receive such proper notice, we will treat anyone presenting a Card as being authorized to charge on your Account, and may charge purchases made with such Cards to your Account.

**3. Extension of Credit.** The total amount of credit to be extended to your Account shall be determined by us in our sole discretion. We will allow you to limit the amount of credit to be extended per Card in a single day (a "Daily Limit"), and to limit the amount of credit to be extended per Card in a single month (a "Monthly Limit"). We will use our best efforts to implement and enforce such limits but we will not be liable for any failure to do so. We may suspend or terminate your Account at any time.

**4. Payment Terms.** The Full Balance shown on the monthly statement is payable upon receipt to us at PO Box 300, Amarillo, Potter County, Texas 79105-0300, within twenty-five (25) days from the Closing Date shown on the monthly statement. To be properly credited, the Full Balance must be received by us no later than 10:00 a.m. on the date and at the address indicated on the monthly statement. Your "Full Balance" is NOT payable in installments under any circumstances. Failure to pay when due may result in FINANCE CHARGES and interruption of charging privileges. All payments must be made in U.S. dollars.

**5. Balance Computation: FINANCE CHARGES.** Failure to pay the Full Balance within 25 days from the Closing Date shown on the monthly statement may result in FINANCE CHARGES. If you receive your monthly statement at an address in Arkansas, California, Colorado, Kansas, Louisiana, Missouri, Nevada, Oklahoma, or Texas, we figure the FINANCE CHARGE on your account by applying the periodic rate to the "average daily balance" of your account (including current transactions). To get the "average daily balance", we take the beginning balance of your Account each day, add any new purchases, and subtract any payments or credits, and unpaid Finance Charges. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance." If you receive your monthly statement at an address in a state other than those named above, we figure the FINANCE CHARGE on your Account by applying the periodic rate to the "adjusted balance" of your Account. We get the "adjusted balance" by taking the balance you owed at the end of the previous billing cycle and subtract any unpaid Finance Charges and any payments and credits received during the present billing cycle. The Monthly Periodic Rate and corresponding Annual Percentage Rate are shown in the Finance Charge Schedule below.

**6. Fleet Management Reports.** If you choose a Valero Fleet Services "Basic" or "Enhanced" Account, we will provide you with Fleet Management Reports ("Reports") to be established by us from time to time. The Reports will be partially based upon data transmitted by your employees/drivers. We will use our best efforts to insure the accuracy of the Reports, but we do not guarantee their accuracy, and shall not be in any way responsible or liable for any damage resulting from any inaccuracy in any Report.

**7. Fees.** If you receive Reports, your Account will be charged a monthly fleet card fee. The initial fee will be disclosed to you at the time the Cards are initially issued to you. The monthly fee may be changed from time to time in our sole discretion; provided, however, no such change will be implemented prior to the time we give you notice of such change.

**8. Liability for Unauthorized Use.** You will not be liable for unauthorized use of a Card for any transactions which occur after you inform us of the loss, theft, or possible unauthorized use of a Card. You must inform us by either i) telephone at 1-877-8-VALERO, or ii) writing at Valero Marketing and Supply Company, P.O. Box 631, Amarillo, TX 79105-0631. You may notify us in accordance with the procedures set out in the Fleet Card User's Manual, as amended from time to time, if you wish to terminate charging privileges existing in connection with a Card, PIN, or driver number, or if you wish to alter the Daily Limit or the Monthly Limit on any Card. We will use our best efforts to implement such

changes promptly, but shall not be liable for any failure to do so.

**9. Use for Commercial Purposes.** You represent that the Cards issued to you will be used strictly for commercial purposes, and not for any personal, family, or household purposes.

**10. Charge for Returned Checks.** If your check in payment of your Account is not honored for its full amount by your bank for any reason, we may assess a returned check fee equal to the maximum amount allowed by the law of the state to which your monthly statement is addressed.

**11. Change in Terms of Agreement.** We may change the terms of this Agreement from time to time on prior written notice to you. Use of any of your Cards after such notice is given will constitute an acceptance of such new terms by you, and you will then be subject to the new terms.

**12. Force Majeure; Limits on Liability.** We shall not be responsible to you for losses or damages resulting from the malfunction or non-function of Cards because of fire, electrical failure, communication line failures, terminal malfunction, labor dispute, act of God or other cause or event beyond our control. In no event shall we be liable, in contract, tort or otherwise for incidental, consequential, special or indirect damages.

**13. Default.** If you fail to comply with this Agreement in any respect, including failure to pay any amounts when due, or if we, in good faith, deem your ability to perform hereunder to be impaired, we may decline to extend further credit to you, and any balance outstanding hereunder may, at our option and without demand or notice, become immediately due. You will pay all of our collection costs and legal fees. No rights, duties, or obligations arising prior to the termination of credit by us shall be impaired by such termination.

**14. Assignment.** This Agreement may not be assigned without our prior written consent.

**15. Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement shall not effect the enforceability of any other provisions contained in this Agreement, and the remaining portions of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

**16. Waiver.** Any waiver of any term or condition of this Agreement by us shall not be deemed a waiver of any other term, condition, or right, or of the same term, condition, or right on any other occasion.

**17. Entire Agreement.** This Agreement, the terms printed on the Cards and the terms on the reverse side of monthly statements, as revised from time to time, constitute the entire agreement between the parties, and shall supersede all previous negotiations, commitments and writings.

**18. Termination of Agreement.** This Agreement is terminable at any time by your written notice to us, provided however, that no such termination shall affect your obligations existing prior to such termination or your responsibility for charges made by you or your employees/drivers after the date of such termination, and provided further that, if any such charges are made after such termination, you will be assessed the monthly fee described in Paragraph 7 for any period for which no such fee has been assessed because of termination.

## FINANCE CHARGE SCHEDULE

States	Monthly Periodic Rate	Annual Percentage Rate
AR, ND	.46%	5.50%
PA	.75%	9.00%
CT, MD, WA, WV	1.00%	12.00%
MT, NY	1.25%	15.00%
AL, FL, HI, LA, MA, ME, MN, NC, NE, OH, TX, WI,	1.50%	18.00%
AK, AZ, CA, CO, DC, DE, GA, IA, ID, IL, IN, KS, KY, MI, MO, MS, NH, NJ, NM, NV, OK, OR, RI, SC, SD,	1.75%	21.00%
TN, UT, VA, VT, WY	1.75%	21.00%



As always, use your Valero Fleet Services Cards at any of the Valero Family of Brands

## City of San Antonio Bid Tabulation

Opened: April 1, 2011			
For: Vehicle Refueling			
A390-11	LS	Valero Marketing & Supply Co. P.O. Box 696000 San Antonio, TX 78269-6000 210-345-3721	
Item	Description	Estimated Gallons	
1	Diesel Fuel, Ultra Low Sulfur Upcharge per Gallon OPIS Cost for 05/20/2011 Effective Price for 05/20/2011 Total	494,000	\$0.2750 \$3.0487 \$3.3237 \$1,641,907.80
2	Unleaded Gasoline Upcharge per Gallon OPIS Cost for 05/20/2011 Effective Price for 05/20/2011 Total	110,000	\$0.2750 \$2.9619 \$3.2369 \$356,059.00
	Payment Terms		Net 30