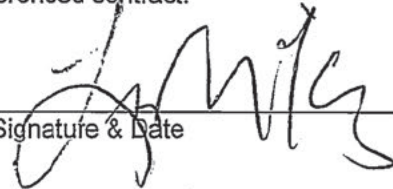




Amendment No. 4
to
Contract No. 7800 GA200000009
for
Bulk Fuels & Fuel Related Products and Services
between
Pinnacle Petroleum, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective December 19, 2022 to December 18, 2023. One extension option remains.
- 2.0 MBE/WBE goals were not established for this contract.
- 3.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.


Signature & Date

Liz McKinley

Printed Name:
Authorized Representative
Pinnacle Petroleum, Inc
16651 Gemini Lane
Huntington Beach, CA 92647
lmckinley@pinnaclepetroleum.com
714-841-8877

11/29/22

Marian Moore

Digitally signed by Marian Moore
Date: 2022.12.01 13:24:12 -06'00'

Signature & Date

Marian Moore

Printed Name of Authorized Representative
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, TX 78701



Amendment No. 3
To
Contract No. GA200000009
For
Bulk Fuels & Fuel-Related Products & Services
Between
Pinnacle Petroleum Incorporated
And The
City of Austin

- 1.0 Effective as of October 1, 2022, the City accepts a price increase for Biodiesel (Price Sheet Category 1) and Diesel Exhaust Fluid (Price Sheet Category 2) as indicated below.

Item No.	Item Description	Original Differential per Gallon	Differential per Gallon effective 10/1/22
1.9	Low Cloud Point B20 Biodiesel - Bobtail Load	0.4823	0.5377
1.10	Low Cloud Point B20 Biodiesel - Transport Load	0.1182	0.1693

Item No.	Item Description	Unit	Original Unit Price	Unit Price effective 10/1/22
2.1	Diesel Exhaust Fluid - 2.5 Gallon Container	Gallon	\$3.12	\$3.53
2.2	Diesel Exhaust Fluid - 55 Gallon Container	Gallon	\$3.19	\$3.61
2.3	Diesel Exhaust Fluid - 275 Gallon Container	Gallon	\$1.35	\$1.53
2.4	Diesel Exhaust Fluid - 330 Gallon Container	Gallon	\$1.46	\$1.65
2.5	Diesel Exhaust Fluid (Bulk Delivery - 500 Gallons or More)	Gallon	\$1.57	\$1.78

- 2.0 By signing this Amendment, the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

- 3.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.

Signature & Date:

Printed Name: Liz McKinley
Authorized Representative

Pinnacle Petroleum Incorporated

Signature & Date:

Marian Moore Digitally signed by Marian Moore
Date: 2022.08.24 12:03:09 -05'00'

Marian Moore, Procurement Supervisor
City of Austin



Amendment No. 2
to
Contract No. 7800 GA200000009
for
Bulk Fuels & Fuel Related Products and Services
between
Pinnacle Petroleum, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective December 19, 2021 to December 18, 2022. Two extension options remain.
- 2.0 MBE/WBE goals were not established for this contract.
- 3.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date

Liz McKinley
11/19/21

Printed Name:
Authorized Representative
Pinnacle Petroleum, Inc
16651 Gemini Lane
Huntington Beach, CA 92647
lmckinley@pinnaclepetroleum.com
714-841-8877

Erin D'Vincent Digitally signed by Erin D'Vincent
Date: 2021.12.08 08:50:55 -06'00'

Signature & Date

Erin D'Vincent

December 8, 2021

Printed Name of Authorized Representative
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, TX 78701



Amendment No. 1
To
Contract No. GA200000009
For
Bulk Fuels & Fuel-Related Products & Services
Between
Pinnacle Petroleum Incorporated
And The
City of Austin

1.0 Effective as of the date executed by the City, through the Contract expiration or termination, and in accordance with Paragraph 7 of the Contract's Section 0400, Supplemental Terms and Conditions, the Contract is hereby amended as follows.

1.1 Paragraph 7.2 of Section 0500, Scope of Work is replaced in its entirety with the following:

7.2 **Diesel and Biodiesel Fuels.** The Contractor shall supply the City with Diesel and Biodiesel fuels. All Diesel and Biodiesel fuels, with the exception of B100 Biodiesel, shall be Texas Low Emission Diesel (TxLED) or TCEQ approved alternative Diesel fuel compliant. It is preferred that the Contractor supplying Biodiesel be BQ9000 certified. Where Biodiesel blended fuels are not available pre-blended at the terminal, Contractor shall blend the Biodiesel blended fuel at the Contractor's facility prior to delivery. This requirement applies to both transport and bobtail orders. The resultant blended Biodiesel product must meet all Contract specifications and Contractor shall provide detailed description of all blending processes to the City. Manifold blending in City's tank (Splash Blending) is permitted on transport loads only. Splash blending in transport is not allowed on Bobtail loads. The Contractor shall pre-blend Bobtail loads of B20 prior to loading into delivery trucks.

1.2 To accommodate a price change associated with the above adjustment, the Contract differential per gallon for Low Cloud Point B20 Biodiesel – Bobtail Load is hereby changed to 0.4823. A summary of the Contract pricing reflecting this adjustment is attached.

2.0 The total Contract authorization is recapped below:

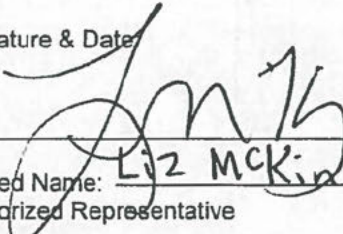
Action	Action Amount	Total Contract Amount
Initial Term: 12/19/19 – 12/18/21	\$30,000,000	\$30,000,000
Amendment No. 1 Clarify Scope of Work 01/17/2020	\$0	\$30,000,000

3.0 By signing this Amendment, the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.

Signature & Date

 1/16/20

Printed Name: Liz McKinley
Authorized Representative

Pinnacle Petroleum Incorporated

Signature & Date:

 1-21-2020

Printed Name: Erin D Vincent
Title: Procurement Supervisor
City of Austin Purchasing Office



**CONTRACT PRICING - AMENDMENT NO. 1
CITY OF AUSTIN
BULK MOTOR FUEL AND FUEL RELATED SERVICES**

SOLICITATION NO. FB 7890 MMQ1005REBID

BIDDER Marian Moore

Special Instructions: Offerors must use this Bid Sheet to submit pricing. Be advised that altering the bid sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed; actual purchases may be more or less. Quantities are provided as a guide based on historical or anticipated usage. Order quantities will be as-needed and specified by the City for each order.

A bid of "\$0.0000" (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of "no bid" is a non-numerical value or no response (space left blank) will be interpreted by the City that the Offeror does not wish to bid on that item. Be advised, a "no bid" or no response may be considered as non-responsive and may result in disqualification of the bid. Bidders must bid on line items 1.1 - 1.10, 2.1 - 2.5 and 3.1 - 3.6 to be considered for award.

The Offeror shall provide all tools, labor, travel, and equipment necessary to perform the services required under this contract.

The City intends to award a single Contractor based on total extended price (total for Category 1 + Category 2 + Category 3). The City also intends to make a choice between awarding Category 1, Option 1 for Biodiesel or Category 1, Option 2 for Renewable Diesel and reserves the right to utilize either option during the Contract term.

CATEGORY 1 - MOTOR FUELS

The extended prices included on the bid sheet shall reflect a total price to the City based on an informational only benchmark date (May 1, 2019) to provide an estimated annual total for each line item. Do not change this benchmark date or information as this is a means to evaluate responses only. The Contract pricing will reflect the benchmark as specified in Section 0500 - Scope of Work.

ITEM NO.	ITEM DESCRIPTION	INDEX	DIFFERENTIAL PER GALLON	"Informational Only" 05/01/2019 - BENCHMARK INDEX AMOUNT	ESTIMATED ANNUAL QUANTITY (GALLONS)	EXTENDED PRICE
1.1	Regular Unleaded - Bobtail Load	Flint Hills Austin OPIS Contract Low	0.4959	\$2.0300	350,000	\$884,065.00
1.2	Regular Unleaded - Transport Load	Flint Hills Austin OPIS Contract Low	0.0459	\$2.0300	800,000	\$1,660,720.00
1.3	Super Unleaded - Bobtail Load	Flint Hills Austin OPIS Contract Low	0.4471	\$2.3369	25,000	\$59,500.00
1.4	Super Unleaded - Transport Load	Flint Hills Austin OPIS Contract Low	0.0335	\$2.3369	25,000	\$59,260.00
1.5	Ethanol Gasoline - Bobtail Load	Flint Hills Buda Austin Gross E-85 Low	0.4861	\$1.5215	40,000	\$80,304.00
1.6	Ethanol Gasoline - Transport Load	Flint Hills Buda Austin Gross E-85 Low	0.0509	\$1.5215	1,060,000	\$1,606,744.00
1.7	TrtLED Diesel - Bobtail Load	Flint Hills Austin OPIS Contract Low	0.4681	\$2.1248	20,000	\$51,858.00
1.8	TrtLED Diesel - Transport Load	Flint Hills Austin OPIS Contract Low	0.0605	\$2.1248	280,000	\$617,484.00

Option 1 (Biodiesel): The City intends to purchase either Biodiesel or Renewable Diesel.

1.9	Low Cloud Point B20 Biodiesel - Bobtail Load	Dallas Metro OPIS Gross SME Bio Diesel Non Tax Adjusted WFO Rtn ULS NO 2 LED (Daily OPIS at 10:00 A.M. EST)	0.4823	\$2.3501	400,000	\$1,132,960.00
1.10	Low Cloud Point B20 Biodiesel - Transport Load	Dallas Metro OPIS Gross SME Bio Diesel Non Tax Adjusted WFO Rtn ULS NO 2 LED (Daily OPIS at 10:00 A.M. EST)	0.1182	\$2.3501	2,000,000	\$4,936,600.00
SUBTOTAL FOR CATEGORY 1 with Option 1 (Biodiesel) =						\$11,159,555.00

Option 2 (Renewable Diesel): The City intends to purchase either Biodiesel or Renewable Diesel.

1.11	Renewable Diesel - Bobtail Load	TrtLED Diesel Flint Hills Austin OPIS Contract Low		\$2.1248	400,000	
1.12	Renewable Diesel - Transport Load	TrtLED Diesel Flint Hills Austin OPIS Contract Low		\$2.1248	2,000,000	
SUBTOTAL FOR CATEGORY 1 with Option 2 (Renewable Diesel) =						

CATEGORY 2 - DIESEL EXHAUST FLUID (DEF)

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
2.1	Diesel Exhaust Fluid - 2.5 Gallon Container	GALLON	500	\$3.12	\$1,560.00
2.2	Diesel Exhaust Fluid - 55 Gallon Container	GALLON	220	\$3.19	\$701.80
2.3	Diesel Exhaust Fluid - 275 Gallon Container	GALLON	550	\$1.35	\$742.50
2.4	Diesel Exhaust Fluid - 330 Gallon Container	GALLON	680	\$1.40	\$953.80
2.5	Diesel Exhaust Fluid (Bulk Delivery - 500 Gallons or More)	GALLON	28,000	\$1.57	\$43,960.00
SUBTOTAL FOR CATEGORY 2 =					\$47,927.90

CATEGORY 3 - TRANSPORTATION AND DELIVERY RELATED SERVICES

The prices in this category shall be a flat rate to be added per delivery as applicable for each delivery type.

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
3.1	Flat Fee for "Code Red" Delivery	EACH	5	\$350.00	\$1,750.00
3.2	Flat Fee for Dry-Run (Dry-Run Fee)	EACH	5	\$275.00	\$1,375.00
3.3	Flat Fee for Pump Out Services - Bobtail Load (Per Fuel Pick Up)	EACH	10	\$195.00	\$1,950.00
3.4	Flat Fee for Pump Out Services - Transport Load (Per Fuel Pick Up)	EACH	5	\$195.00	\$975.00
3.5	Flat Fee for Drop Services - Bobtail Load (Per Fuel Drop)	EACH	10	\$195.00	\$1,950.00
3.6	Flat Fee for Drop Services - Transport Load (Per Fuel Drop)	EACH	5	\$195.00	\$975.00
SUBTOTAL FOR CATEGORY 3 =					\$8,975.00

TOTAL EXTENDED PRICE (CATEGORY 1 with Option 1 + CATEGORY 2 + CATEGORY 3) **\$11,216,487.90**

TOTAL EXTENDED PRICE (CATEGORY 1 with Option 2 + CATEGORY 2 + CATEGORY 3)		
CATEGORY 4 - OTHER SERVICES		
ITEM NO.	ITEM DESCRIPTION	PRICE
4.1	Secondary Product Testing as required in Section 0500 - Scope of Work	At Cost - No Additional Markup

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED	
COMPANY NAME	Pinnacle Petroleum, Inc.
EMAIL ADDRESS	lmckinley@pinnaclepetroleum.com, jnoriega@pinnaclepetroleum.com, marketing@pinnaclepetroleum.com



CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB) OFFER AND ACCEPTANCE SHEET

SOLICITATION NO: IFB 7800 MMO1005REBID

COMMODITY/SERVICE DESCRIPTION: Bulk Fuels & Fuel Related Products and Services

DATE ISSUED: June 3, 2019

REQUISITION NO.: 19030800368

BID DUE PRIOR TO: June 25, 2019 at 2:00 PM CST

COMMODITY CODE: 4050201

BID OPENING TIME AND DATE: June 25, 2019 at 3:00 PM CST

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

Marian Moore
Procurement Specialist IV

Phone: (512) 974-2062

E-Mail: marian.moore@austintexas.gov

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

Leyla Mammadova
Procurement Specialist III

Phone: (512) 974-2938

E-Mail: leyla.mammadova@austintexas.gov

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # IFB 7800 MMO1005REBID	Purchasing Office-Response Enclosed for Solicitation # IFB 7800 MMO1005REBID
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	9
0500	SCOPE OF WORK	10
0600	BID SHEET – Must be completed and returned with Offer	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	2
0700	REFERENCE SHEET – Complete & return	1
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete & return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete & return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete & return if applicable	3
ATTACHMENT A	FUEL TANK LOCATIONS	1
ATTACHMENT B	FUEL TRANSPORT AND DELIVERY REQUIREMENTS	3
ATTACHMENT C	OPIS REPORT SAMPLE	1
ATTACHMENT D	FUEL USE BY LOCATION	2

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all revisions, addenda and documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Pinnacle Petroleum, Inc.
Company Address: 116651 Gemini Lane
City, State, Zip: Huntington Beach, CA 92647
Vendor Registration No. _____
Printed Name of Officer or Authorized Representative: Liz McKinley
Title: President
Signature of Officer or Authorized Representative: _____
Date: 6/28/19
Email Address: lmckinley@pinnaclepetroleum.com
Phone Number: (714) 841-8877

(* Completed Bid Sheet, section 0600 must be submitted with this signed Offer Sheet above to be considered for award)

ACCEPTANCE:

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. MA 7800 GA200000009.

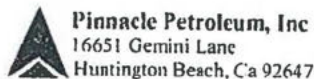
CITY OF AUSTIN

Awarded this 19 day of December, 2019

[Signature]
Signature

Erin Trivincet, Procurement Supervisor
Printed Name and Title of Authorized Person

12.19.19
Date



**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE DEFINITIONS**

Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

1. **Addendum** - a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.
2. **Alternate Offers** - multiple Offers with substantive variations from the same Offeror in response to a Solicitation.
3. **Appropriate, Appropriated, or Appropriation** - the adoption by the City Council of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
4. **Authorized City Representative** - a person designated by the City Manager to act for the Contract Awarding Authority.
5. **Best Offer** - the best evaluated Offer in response to a Request for Proposals or Request for Qualification Statements.
6. **Best Offeror** - the Offeror submitting the Best Offer.
7. **Bid** - a complete, properly signed response to an Invitation for Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
8. **Bidder** - a person, firm, or entity that submits a Bid in response to an Invitation for Bid. Any Bidder may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
9. **Bid Guaranty** – a form of security assuring that the bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
10. **Bid Sheet** - a document, signed and dated by a Bidder, containing unit and extended bid prices for all goods and/or services, identified by item numbers and descriptions, for which Bids are being submitted
11. **Business Entity** – any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.
12. **Central Purchase Order (CT)** - a financial system document issued by the Contract Awarding Authority to encumber funds to pay for the deliverables identified in a Contract.
13. **City** - the City of Austin, a Texas home-rule municipal corporation.
14. **Compliance Plan** - is defined in chapter 2-9 of the City Code.
15. **Construction** - the construction, repair, rehabilitation, alteration, conversion or extension of buildings, parks, utilities, streets or other improvements or alterations to real property.
16. **Contract** - a binding legal agreement between the City and the Offeror. The Contract includes, without limitation, the Solicitation, the Offer submitted in response to the Solicitation, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE DEFINITIONS**

- A. any exceptions to the Offer accepted in writing by the City
 - B. the Supplemental Purchase Terms and Conditions
 - C. the Standard Purchase Terms and Conditions
 - D. the Offer, exhibits, and attachments; within the Offer, drawings (figured dimensions shall govern over scaled dimensions) will take precedence over specifications or scope of work.
17. **Contract Awarding Authority** - a City department authorized to enter into Contracts on behalf of the City.
18. **Contractor/Consultant** - a person, firm or entity that supplies or provides goods and/or services to the City by Contract.
19. **Controlling Interest** means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stocks or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
20. **Deliverables** - the goods, products, materials, and/or services to be provided to the City under a Purchase Order, Contract, or Master Agreement.
21. **Delivery Order** - a release against a Master Agreement authorizing delivery of goods and/or performance of services. A financial system document issued by the Department to encumber funds to pay for the deliverables.
22. **Disadvantaged Business Enterprise** - is defined in 49 Code of Federal Regulation Part 26 or other applicable federal regulations.
23. **Due Date** - the date and time specified for receipt of Bids, Proposals, Qualification Statements, Quotations, Responses, Submittals and Compliance Plans.
24. **Goods** - supplies, materials, or equipment.
25. **Highest Responsible Offer** - the highest Offer meeting all requirements of the specifications, terms, and conditions of the Invitation for Bid-Sale or Request for Quotation-Sale.
26. **Highest Responsible Offeror** - the Offeror submitting the "Highest Responsible Offer."
27. **Interested Party** – a person who has a Controlling Interest in a Business Entity with whom the City contracts or who actively participates in facilitating the Contract or negotiating the terms of the Contract, including a broker, intermediary, adviser, or attorney for the Business Entity.
28. **Invitation for Bid (IFB)** - a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper and/or on the Internet.
29. **Late Offer** - a Bid, Proposal, Quote, Response, or Submittal that is received after the Due Date and time specified in the Solicitation.
30. **Lowest Responsible Offer** - the Offer meeting all requirements of the specifications, terms, and conditions of the Invitation for Bid or Request for Quotation resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE DEFINITIONS**

the Vendor to perform the Contract, past performance of the Vendor, and compliance with all City ordinances concerning the purchasing process.

31. **Lowest Responsible Offeror** - the Offeror submitting the Lowest Responsible Offer.
32. **Master Agreement** - a term contract that is used when the total quantity required cannot be definitely fixed, but can be stated as an estimate or within maximum and minimum limits with deliveries on demand. A Master Agreement does not create a financial obligation.
33. **Minority-Owned Business** - is defined in chapter 2-9 of the City Code.
34. **Non-Professional Services** - services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
35. **Offer** - a complete signed response to a Solicitation including, but not limited to, an Invitation for Bid, a Request for Proposal, a Request for Qualification Statements, or a Request for Quotation.
36. **Offeror** - a person, firm, or entity that submits an Offer in response to a City Solicitation. Any Offeror may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. Includes Bidders, Proposers, Quoters, Contractors and Consultants.
37. **Pre-Bid / Proposal / Quote / Response / Submittal Conference** - a conference conducted by the Contract Awarding Authority, held in order to allow Offerors and Vendors to ask questions about the proposed Contract and particularly the Contract specifications.
38. **Professional Services** - services that use skills that are predominantly mental or intellectual, rather than physical or manual such as accounting, architecture, land surveying, law, medicine, optometry, professional engineering, etc.
39. **Proposal** - a complete, properly signed response to a Request for Proposals, which if accepted, would bind the Proposer to perform the resultant Contract.
40. **Proposal Guaranty** - a form of security assuring that the Proposer (a) will not withdraw the Proposal within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Proposer upon execution of a Contract.
41. **Proposer** - a person, firm or entity that submits a Proposal in response to a Request for Proposals. Any Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
42. **Purchase Order (PO)** - an order placed by a City department for the purchase of Goods and/or Services written on the City's standard Purchase Order form and which, when accepted by the Vendor becomes a Contract. The Purchase Order is the Vendor's authority to deliver and invoice the City for Goods and/or Services specified, and the City's commitment to accept the Goods and/or Services for an agreed upon price.
43. **Purchasing Office** - refers to the Purchasing Office in the Financial and Administrative Services Department of the City.
44. **Quote** - a complete, properly signed response to a Request for Quotation, which if accepted, would bind the Offeror to perform the resultant Contract.

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- 45. **Quoter** - a person, firm or entity that submits a Quote in response to a Request for Quotations. Any Quoter may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
- 46. **Request for Information (RFI)** - a solicitation used to obtain "state of the art" information on goods and/or services for informational purposes only.
- 47. **Request for Interest (RFINT)** - a solicitation used to identify interest in a City requirement.
- 48. **Request for Proposal (RFP)** - a solicitation used to acquire goods and/or services when a clearly defined scope of work or specification is not available.
- 49. **Request for Qualification Statements (RFQS)** - a solicitation used to acquire professional services as defined by the State of Texas Government Code, Chapter 2254.
- 50. **Request for Quotation (RFQ)** - a solicitation used to acquire goods and/or services with a total dollar value less than the State of Texas competitive bidding amount.
- 51. **Resident Bidder** - a person, firm, or entity whose principal place of business is in the State of Texas, including a Contractor whose ultimate parent company or majority owner has its principal place of business in the State of Texas.
- 52. **Response** - a complete signed reply to a Solicitation including, but not limited to a Request for Information and/or a Request for Interest.
- 53. **Response Guaranty** – a form of security assuring that the Offeror (a) will not withdraw the Offer within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Offeror upon execution of a Contract.
- 54. **Responsible** - refers to the financial and practical ability of the Offeror to perform the Contract and takes into consideration resources, expertise, and past performance of the Offeror as well as compliance with all City ordinances concerning the purchasing process.
- 55. **Responsive** - meeting all the requirements of a Solicitation.
- 56. **Services** - include all work or labor performed for the City on an independent Contractor basis other than construction.
- 57. **Solicitation** - as applicable, includes Invitation for Bid, Invitation for Bid - Sale, Request for Proposal, Request for Qualification Statements, Request for Quotation, Request for Quotation – Sale, Request for Information, Request for Interest, or such other request as defined by the City.
- 58. **Subcontractor/Subconsultant** - a person, firm, or entity providing goods and/or services to a prime Contractor / Consultant to be used in the performance of the prime Contractor/Consultant's obligations under a Contract.
- 59. **Sub-Subcontractor/Sub-Subconsultant** - a person, firm or entity providing goods and/or services to a Subcontractor/Subconsultant to be used in the performance of the Subcontractor/Subconsultant's obligations under a Contract.

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- 60. **Unbalanced Offer** - an Offer that is based on prices which are significantly less than cost for some items and significantly more than cost for others.
- 61. **Vendor** - a person, firm, or entity that sells Goods and/or Services.
- 62. **Woman-Owned Business** - is defined in chapter 2-9 of the City Code.

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1. **VENDOR REGISTRATION:** All Vendors, Contractors, Subcontractors, Consultants, and Subconsultants desiring to sell to the City must be registered to do business with the City prior to submitting an Offer to a City solicitation. Prime Contractors/Consultants are responsible for ensuring that their Subcontractors/Subconsultants are registered. Registration can be done through the City's online vendor registration system. [Log onto http://www.austintexas.gov/financeonline/vendor_connection/index.cfm](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm) and follow the directions.
2. **EQUAL OPPORTUNITY:**
 - A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
 - B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.
3. **MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE (MBE/WBE) PROCUREMENT PROGRAM:**

All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C, and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts. Goals for MBE/WBE participation are stated in each Solicitation and differ from contract to contract based on the type of contract, the availability of MBEs/WBEs to perform the functions of the contract, and other factors. Information on achieving the goals or documenting good faith efforts to achieve the goals are contained in the MBE/WBE Program Package contained in Section 0900 of the Solicitation. When goals are established, Offerors are required to complete and return the MBE/WBE Compliance Plan with their Offer. If no goals are established, Offerors are required to submit the No Goals Utilization Plan. If a Compliance Plan or No Goals Utilization Plan is not submitted prior to the date and time set forth in the Solicitation, the Offer will not be accepted for consideration.
4. **SOLICITATION:**
 - A. **Review of Documents:** Offerors are expected to examine all documents that make up the Solicitation. Offerors shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the Solicitation. Offerors must use a complete Solicitation to prepare Offers. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete Solicitations.
 - B. **Location of Documents:** Solicitations are issued by the Purchasing Office. The location and phone number for the Purchasing Office are specified in the advertisement and in the Solicitation.
5. **WRITTEN EXPLANATIONS OR CLARIFICATIONS:** Any material information given to one Offeror concerning a Solicitation will be furnished as an Addendum to all Offerors who have been issued a Solicitation. Any explanation, clarification, interpretation or change to the Solicitation made in any other manner is not binding upon the City, and Offerors shall not rely upon such explanation, clarification, interpretation or change. Oral explanations or instructions given before the award of the Contract are not binding. Requests for explanations, clarifications or interpretations may be faxed to the City at (512) 974-2388. The fax must clearly identify the buyer's name and solicitation number.

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6. **PRE-BID / PROPOSAL / RESPONSE CONFERENCE:** If a Pre-Bid/Proposal/Response conference is mandatory, the time, place and mandatory nature of the conference will be specified on the cover page of the Solicitation. If a Pre-Bid/Proposal/Response Conference is mandatory and is not attended by an Offeror, their Offer will be rejected.
7. **PREPARATION OF OFFERS:**
- A. **Alternate Offers:** Alternate Offers will be rejected unless the Solicitation authorizes the submission of Alternates.
 - B. **Bid Preparation Costs:** All costs associated with preparing a Bid in response to a Solicitation shall be borne by the Bidder.
 - C. **Bid / Proposal / Response Guaranty or Bond:** When required by the Solicitation, an Offer must be accompanied by a Bid/Proposal/Response Guaranty or a Bid / Proposal / Response Bond with Power of Attorney attached, issued by a solvent surety authorized under laws of the State of Texas and acceptable to the City.
 - D. **Brand Name or Equal:** If the Solicitation indicates brand name or "equal" products are acceptable, the Offeror may propose an "equal" product but must be prepared to demonstrate those features that render it equal. Final determination of a product as an "equal" remains with the City.
 - E. **Delivery Time:** Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If the indicated date cannot be met or the date is not indicated, the Offeror shall state its best delivery time.
 - F. **Exceptions:** Exceptions that are taken to any portion of the Solicitation may jeopardize acceptance of the Offer.
 - G. **Free on Board (FOB) Point:** The Offeror should quote its lowest and best price, with the goods delivered to the place specified, at the Offeror's expense and risk, and there tender delivery to the City.
 - H. **Payment:** Payment terms shall be net 30 days.
 - I. **Prices:** Offers shall be firm unless otherwise specified. Pricing shall be entered on the Bid/Quote Sheet (if applicable) in ink. Totals shall be entered in the "Total Price" column of the Bid/Quote Sheet. In the event of a discrepancy between unit price and extended price, the unit price shall govern.
 - J. **Proposal Preparation Costs:** All costs directly or indirectly related to preparation of a Response to an RFP or any oral presentation required to supplement and/or clarify a Proposal which may be required by the City shall be the sole responsibility of the Proposer.
 - K. **Proprietary Information:**
 - i. All material submitted to the City becomes public property and is subject to the Texas Public Information Act, Chapter 552, Texas Government Code, upon receipt.
 - ii. If an Offeror does not desire proprietary information in the Offer to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.
 - iii. Failure to identify proprietary information will result in all unmarked sections being deemed nonproprietary and available upon public request.
 - iv. For Bids submitted in response to an Invitation for Bids (IFB), the City will not consider any requests to keep the contents of a Bid Sheet Proprietary or Confidential.

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- L. **Signature:** The Offeror must sign each document in the Solicitation requiring a signature. Any change made to the Offer must be initialed by the Offeror.
- M. **Taxes:** Purchases of Goods or Services for City use are usually exempt from City, State, and most Federal Taxes. Offers should not include exempted taxes. The successful Offeror should request a Tax Exemption Certificate from the Purchasing Office. Under no circumstances shall the City be liable to pay exempt taxes under any Contract.
- N. **Anti-Lobbying and Procurement:** Article 6, Chapter 2-7, City Code, repealed and replaced effective on June 25, 2018, prohibits lobbying activities or representations by Offerors during the No-Lobbying Period.

1. FINDINGS; PURPOSE.

- (A) The council finds that persons who enter a competitive process for a city contract voluntarily agree to abide by the terms of the competitive process, including the provisions of this article.
- (B) The council finds that it is in the City's interest:
- (i) to provide the most fair, equitable, and competitive process possible for selection among potential vendors in order to acquire the best and most competitive goods and services; and
 - (ii) to further compliance with State law procurement requirements.
- (C) The council intends that:
- (i) each response is considered on the same basis as all others; and
 - (ii) respondents have equal access to information regarding a solicitation, and the same opportunity to present information regarding the solicitation for consideration by the City.

2. APPLICABILITY.

- (A) This article applies to all solicitations except:
- (i) City social service funding;
 - (ii) City cultural arts funding;
 - (iii) federal, state or City block grant funding;
 - (iv) the sale or rental of real property;
 - (v) interlocal contracts or agreements; and
 - (vi) solicitations specifically exempted from this article by council.
- (B) Absent an affirmative determination by the council, the purchasing officer has the discretion to apply this article to any other competitive process.
- (C) City Code Section 1-1-99 (*Offenses; General Penalty*) does not apply to this article.

3. DEFINITIONS.

In this article:

- (A) AGENT means a person authorized by a respondent to act for or in place of the respondent in order to communicate on behalf of that respondent. Each of the following is presumed to be an agent:
- (i) a current full-time or part-time employee, owner, director, officer, member, or manager of a respondent;
 - (ii) a person related within the first degree of consanguinity or affinity to a current full-time or part-time employee, owner, director, officer, member, or manager of a respondent;
 - (iii) a person related within the first degree of consanguinity or affinity to the respondent, if a respondent is an individual person; and
 - (iv) a lobbyist, attorney, or other legal representative of the respondent that has been retained by the respondent with respect to the subject matter of either the solicitation or the respondent's response to the solicitation.

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- (B) AUTHORIZED CONTACT PERSON means a City employee designated in a City solicitation as the point of contact for all purposes for that solicitation.
- (C) CITY EMPLOYEE is defined in Section 2-7-2 (*Definitions*), and further includes an independent contractor hired by the City with respect to the solicitation.
- (D) CITY OFFICIAL is defined in Section 2-7-2 (*Definitions*).
- (E) NO-LOBBYING PERIOD means the period of time beginning at the date and time a solicitation is published and continuing through the earliest of the following:
 - (i) the date the last contract resulting from the solicitation is signed;
 - (ii) 60 days following council authorization of the last contract resulting from the solicitation; or
 - (iii) cancellation of the solicitation by the City
- (F) PURCHASING OFFICER means the City employee authorized to carry out the purchasing and procurement functions and authority of the City.
- (G) RESPONSE means a written offer or submission in reply to a solicitation.
- (H) RESPONDENT means a person or entity that has timely submitted or subsequently timely submits a response to a City solicitation, even if that person subsequently withdraws its response or has been disqualified by the City for any reason. Respondent includes:
 - (i) a subsidiary or parent of a respondent;
 - (ii) a joint enterprise, joint venture, or partnership with an interest in a response and in which a respondent is a member or is otherwise involved, including any partner in such joint enterprise, joint venture, or partnership; and
 - (iii) a subcontractor to a respondent in connection with that respondent's response.
- (I) SOLICITATION means an opportunity to compete to conduct business with the City that requires council approval under City Charter Article VII Section 15 (*Purchase Procedure*), and includes, without limitation:
 - (i) an invitation for bids;
 - (ii) a request for proposals;
 - (iii) a request for qualifications;
 - (iv) a notice of funding availability; and
 - (v) any other competitive solicitation process for which the purchasing officer, in the purchasing officer's sole discretion, affirmatively determines this article should apply in accordance with Section 2-B.

4. RESTRICTION ON LOBBYING.

Subject to the exclusions in Section 5 (*Permitted Communications*), during a no-lobbying period,

- (A) a respondent or an agent shall not communicate directly with a City official or a City employee, or both in order to:
 - (i) provide substantive information about any respondent or response with respect to the solicitation to which the communication relates;
 - (ii) encourage the City to reject one or more of the responses to the solicitation to which the communication relates;
 - (iii) convey a complaint about the solicitation to which the communication relates; or
 - (iv) ask any City official or City employee to favor or oppose, recommend or not recommend, vote for or against, consider or not consider, or take action or refrain from taking action on any vote, decision, or agenda item regarding the solicitation to which the communication relates.
- (B) a City official shall not contact or communicate with a respondent regarding a response or the solicitation to which the no-lobbying period applies;
- (C) a City employee, other than the authorized contact person, shall not contact or communicate with a respondent regarding a response or the solicitation to which the no-lobbying period applies.

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5. PERMITTED COMMUNICATIONS.

The following communications are permitted under this article at any time:

- (A) any communication between a respondent or agent and any authorized contact person, including, without limitation and in accordance with regulation, any complaint concerning the solicitation;
- (B) any communication between a respondent or agent and any person to the extent the communication relates solely to an existing contract between a respondent and the City, even when the scope, products, or services of the current contract are the same or similar to those contained in an active solicitation;
- (C) any communication between a respondent or an agent and a City employee to the extent the communication relates solely to a non-substantive, procedural matter related to a response or solicitation;
- (D) any communication required by or made during the course of a formal protest hearing related to a solicitation;
- (E) any communication between a respondent or an agent and the City's Small & Minority Business Resources Department, that solely relates to compliance with Chapters 2-9A through 2-9D (*Minority-Owned and Women-Owned Business Enterprise Procurement Program*) of the City Code;
- (F) any communication between an attorney representing a respondent and an attorney authorized to represent the City, to the extent the communication is permitted by the Texas Disciplinary Rules of Professional Conduct;
- (G) any communication made by a respondent or an agent to the applicable governing body during the course of a meeting properly noticed and held under Texas Government Code Chapter 551 (*Open Meetings Act*);
- (H) any communication between a respondent or an agent and a City employee whose official responsibility encompasses the setting of minimum insurance requirements for the solicitation to which the communication relates, to the extent the communication relates solely to the insurance requirements established by the City in the solicitation; and
- (I) any contribution or expenditure as defined in Chapter 2-2 (*Campaign Finance*).

6. MODIFICATION OF RESTRICTION.

The purchasing officer may waive, modify, or reduce the requirements in Section 4 (*Restrictions on Lobbying*) in order to allow respondents to communicate with a City employee or a City official other than the authorized contact person when the purchasing officer determines, in writing, that the solicitation must be conducted in an expedited manner, including but not limited to a solicitation conducted for reasons of health or safety under the shortest schedule possible with no extensions. Any such modification authorized by the purchasing officer shall be stated in the solicitation.

7. NOTICE.

- (A) Each solicitation shall include a notice advising respondents and prospective respondents:
 - (i) of the requirements of this article;
 - (ii) that any communication initiated by a City employee or City official, other than the authorized contact person, during the no-lobbying period regarding a response or the solicitation may result in a violation of Section 4(A) if the respondent subsequently lobbies that City employee or City official.
- (B) The purchasing officer, or a City employee designated by the purchasing officer, shall provide weekly written notice, accessible to all City employees and City officials, of each solicitation for which the no-lobbying period is in effect.

8. DISCLOSURE OF VIOLATION.

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A City official or a City employee other than the authorized contact person that becomes aware of a violation of Section 4 (*Restrictions on Lobbying*) shall notify the authorized contact person in writing as soon as practicable.

9. ENFORCEMENT.

- (A) A respondent that has been disqualified pursuant to Section 10(A) (*Disqualification; Contract Voidable*) may appeal such disqualification to a subcommittee that is less than a quorum of the Ethics Review Commission established in Chapter 2-7, Article 2 (*Ethics Review Commission*), whose decision on appeal shall be final and binding. Any appeal must be filed in the manner prescribed by the Ethics Review Commission within 5 calendar days of the notice given by the purchasing officer pursuant to Section 10(B).
- (B) The purchasing officer shall waive a violation of Section 4(A) if the violation was solely the result of communications initiated by a City official or a City employee other than the authorized contact person.
- (C) The purchasing officer has the authority to enforce this article through rules promulgated in accordance with Chapter 1-2 (*Adoption of Rules*), which at a minimum shall include a notice and protest process for respondents disqualified pursuant to Section 10 (*Disqualification; Contract Voidable*), including:
 - (1) written notice of the disqualification imposed pursuant to Section 10 (*Disqualification; Contract Voidable*);
 - (2) written notice of the right to protest the disqualification imposed; and
 - (3) written notice of the right to request an impartial hearing process.

10. DISQUALIFICATION; CONTRACT VOIDABLE.

- (A) If the purchasing officer finds that a respondent has violated Section 2-7-104(1), the respondent is disqualified from participating in the solicitation to which the violation related.
- (B) The purchasing officer shall promptly provide written notice of disqualification to a disqualified respondent.
- (C) If a respondent is disqualified from participating in a solicitation as a result of violating Section 2-7-104(1) and the solicitation is cancelled for any reason, that respondent is also disqualified from submitting a response to any reissue of the same or similar solicitation for the same or similar project. For the purposes of this section, the purchasing officer may determine whether any particular solicitation constitutes a "same or similar solicitation for the same or similar project".
- (D) If a respondent violates Section 104(1) and is awarded a contract resulting from the solicitation to which the violation relates, the City may void that contract.
- (E) Respondents that violate Section 2-7-104(1) three or more times during a five year period may be subject to debarment from participating in any new contracts with the City for a period of up to three years.

8. SUBMISSION OF OFFERS: Offerors are required to submit an executed original and copies of the Offer as specified on the Offer Sheet of the Solicitation.

- A. **Documents required with Offer:** Submit the following documents with the Offer, as applicable, prior to the Due Date (**SEE SECTIONS 0400, 0500 and 0600 IN THE SOLICITATION FOR ADDITIONAL REQUIRED INFORMATION**). Failure to submit the documents may be grounds to reject the Offer:
 - i. Cover Page, Offer Sheet signed by an authorized representative; ii.
 - Section 0600, Bid/Quote Sheet or Offer, as applicable; iii.
 - Section 0605, Local Business Presence Identification, if applicable;
 - iv. Section 0700, Reference Sheet, as applicable ;
 - v. Sections 0835 – Non-Resident Bidder Provisions;

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- vi. 0815, Living Wage and Benefits Contractor Certification, if applicable;
- vii. Section 0900, MBE/WBE Procurement Program Package;
- viii. Bid/Proposal Guaranty, if applicable; and ix.. any other document included in the Solicitation requiring completion or execution by the Offeror.

All other pages in the Solicitation should be retained by the Offeror.

- B. **Mailing:** Offers and Compliance Plans (when required by the Solicitation), must be returned in a sealed envelope or container marked on the outside with the:

**Offeror's Name & Address
Solicitation Number
Due Date and Time**

- i. If a MBE/WBE Compliance Plan is required, it may be submitted with the sealed Offer or in a separate sealed envelope. If the Compliance Plan is included with the Offer, the outside of the envelope must indicate that the Compliance Plan is included. If the Compliance Plan is submitted in a separate envelope, the outside of the envelope must identify the contents as the "Compliance Plan" and must also include the Offeror's name & address, the Solicitation number, and the Due Date and Time. If a Compliance Plan is required but is not submitted prior to the time set forth in the Solicitation, the Offer will not be accepted for consideration.
- ii. When sending an Offer and/or Compliance Plan, use the proper address as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation #	Purchasing Office-Response Enclosed for Solicitation #
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Note: Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

- iii. Unless authorized in the Solicitation, email, facsimile, or electronic Offers will not be accepted.
- C. **Addendum:** Receipt of an Addendum should be acknowledged by signing and returning the Addendum with the Offer or under separate cover prior to the Due Date. The Addendum should be returned with the Offeror's name, address, the Solicitation number, and the Due Date and Time. If the elements covered in the addendum directly impact cost and the addendum is not returned before the Due Date and Time, the offer will be disqualified.
- D. **Acceptance of Offers:** Offers must be received and time stamped at the receptionist's desk in the Purchasing Office prior to the Due Date and Time. The time stamp clock on the receptionist's desk in the Purchasing Office is the official time of record and is verified daily with the local time service at (512) 476-7744. It is the sole responsibility of the Offeror to ensure timely delivery of the Offer. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Offeror.

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- E. **Late Offers:** All Offers received after the Due Date and Time are considered late and will be returned to the Offeror. It is the responsibility of the Offeror to ensure that their Offer arrives at the proper location by the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. Late Offers will be rejected unless the Purchasing Office, at its sole discretion, determines that the City's misdirection or mishandling was the sole or main cause for the Offer's late receipt at the designated location.
- F. **Rejection of Offers:** The City reserves the right to reject any or all Offers and to waive any minor informality in any Offer or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Offer).

9. **MODIFICATION OR WITHDRAWAL OF OFFERS:**

- A. **Modification of Offers:** Offers may be modified in writing at any time prior to the Due Date.
- B. **Withdrawal of Offers:** Offers may be withdrawn in writing, by email, or by facsimile (provided that the facsimile is signed by the Offeror) at any time prior to the Due Date. An Offeror may also withdraw an Offer in person, provided the withdrawal is made prior to the Due Date. A receipt of withdrawal must be signed by the Offeror. Withdrawn Offers may be resubmitted, with or without modifications, up to the Due Date.

10. **OPENING OF BIDS:** The Purchasing Office representative responsible for opening Bids shall confirm the time and announce the Bid opening. The representative shall then personally and publicly open all Bids timely received, reading each Bid aloud. Following the Bid opening, the City will post on the City's website the Bid Sheets from all timely received Bids.

11. **OPENING OF PROPOSALS / QUALIFICATIONS STATEMENTS AND RELEASE OF INFORMATION:** Proposals / Qualifications Statements will be opened in a manner that avoids disclosure of the contents. Following the Opening of Proposals / Qualification Statements, the City will post on the City's website the names of all Offerors submitting Proposals / Qualification Statements. At its sole discretion, the City may release to the public information that is contained in an opened Proposals / Qualifications Statement after City staff review, except as prescribed by State law, including Texas Government Code Chapter 552 and Local Government Code Chapter 252, provided that the City determines that the disclosure will not create a competitive disadvantage for the City.

12. **EVALUATION FACTORS AND AWARD FOR QUOTES AND BIDS:**

- A. **Evaluation:** Offerors may furnish pricing for all or any portion of the Solicitation (unless otherwise specified). However, the City may evaluate and award the Contract for any item or group of items shown on the Solicitation, or any combination deemed most advantageous to the City. Offers that specify an "all or none" award may be considered if a single award is advantageous. An Offer containing prices significantly lower than all other Offeror's prices for an item will present a rebuttable presumption of irresponsibility.
- B. **Award:** Request for Quotations and Invitations for Bids will be awarded to the Lowest Responsible Offeror. Invitation for Bids – Best Value will be awarded to the offeror who provides goods or services at the best value for the City based on factors outlined in Section 0600. Request for Quotations – Sale and Invitation for Bids – Sale will be awarded to the Highest Responsible Offeror.
- C. **Local Business Presence:** A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important

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functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

- (1) For Invitations for Bids if the City receives a competitive sealed bid from an offeror who has Local Business Presences and whose bid is within three percent of the lowest bid price received from an offeror who does not have Local Business Presence, the City may enter into a contract with the local vendor.
- (2) For Request for Proposals and Invitation For Bids-Best Value: Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors per the below evaluation criteria. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of goods and/or services as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. For Local Business Presence to be considered a completed Section 0605 must be returned with the Offer.

LOCAL BUSINESS PRESENCE (Maximum 10 points)

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

- D. **Acceptance of Quote/Bid:** Acceptance of a Quote/Bid for an open market purchase or supply or service Master Agreement will be by a Purchase Order or a Contract as appropriate. Subsequent Delivery Orders may be issued as appropriate. The contents of a Quote/Bid shall become a part of the Purchase Order/Contract. Under no circumstances will the City be responsible for Goods or Services provided without an acceptance signed by or authorized by an Authorized City Representative.

13. EVALUATION FACTORS AND AWARD FOR PROPOSALS AND RESPONSES:

Competitive Selection: This procurement will comply with applicable City of Austin Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Section 0600 of the Solicitation shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the successful Proposer. Award of a contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

14. RESERVATIONS: The City expressly reserves the right to:

- A. specify approximate quantities in the Solicitation;
- B. extend the Solicitation closing date and time;
- C. waive as an informality, minor deviations from specifications provided they do not affect competition or result in functionally unacceptable Goods or Services;
- D. waive any minor informality in any Offer or Solicitation procedure (a minor informality is one that does not affect the competitiveness of the Offeror);
- E. add additional terms or modify existing terms in the Solicitation;
- F. reject an Offer containing exceptions, additions, qualifications or conditions not called for in the solicitation;
- G. reject an Offer received from an Offeror who is currently debarred or suspended by the City or State;

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- H. reject an Offer received from an Offeror who is currently debarred or suspended by the Federal Government (Applicable if project receives Federal funding);
 - I. reject an Offer that contains fraudulent information;
 - J. reject an Offer that has material omissions;
 - K. reject or cancel any or all Offers;
 - L. reissue a Solicitation;
 - M. procure any item by other means;
 - N. consider and accept alternate Offers, if specified in the Solicitation, when most advantageous to the City; and/or
 - O. reject an Offer because of unbalanced unit prices;
15. **NEGOTIATIONS OF PROPOSALS:** The City reserves the right to negotiate all elements which comprise the Offeror's Proposal to ensure that the best possible consideration be afforded to all concerned.
16. **CONTRACT INCORPORATION:** Offeror should be aware that the contents of the successful Offer will become a part of the subsequent contractual documents. Failure of the successful Offeror to accept this obligation may result in the cancellation of any award. Any damages accruing to the City as a result of the successful Offeror's failure to contract may be recovered from the successful Offeror.
17. **OPPORTUNITY TO PROTEST:** The Purchasing Officer has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying the City of Austin of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Officer may dismiss your complaint or protest.
- A. **Prior to Offer Due Date:** If you are a prospective Offeror and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the Due Date for receipt of Offers, you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer Due Date.
 - B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process or the recommended award as follows:
 - i. You must file written notice of your intent to protest within four (4) calendar days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
 - ii. You must file your written protest within fourteen (14) calendar days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated above.
 - iii. You must submit your protest in writing and must include the following information:
 - (1) your name, address, telephone, and fax number;
 - (2) the solicitation number and the CIP number, if applicable;
 - (3) a detailed statement of the factual grounds for the protest, including copies of any relevant documents.
 - iv. Your protest must be concise and presented logically and factually to help with the City's review.
 - v. When the City receives a timely written protest, the Purchasing Officer will determine whether the grounds for your protest are sufficient. If the Purchasing Officer decides that the grounds are sufficient, the Purchasing Office will schedule a protest hearing, usually within five (5) working days. If the Purchasing Officer determines that your grounds are insufficient, the City will notify you of that decision in writing.
 - vi. The protest hearing is informal and is not subject to the Open Meetings Act. The purpose of the hearing is to give you a chance to present your case, it is not an adversarial proceeding. Those who may attend from the City are: representatives from the department that requested the

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purchase, the Department of Law, the Purchasing Office, and other appropriate City staff. You may bring a representative or anyone else that will present information to support the factual grounds for your protest with you to the hearing.

- vii. A decision will usually be made within fifteen (15) calendar days after the hearing.
- viii. The City will send you a copy of the hearing decision after the appropriate City staff has reviewed the decision.
- ix. When a protest is filed, the City usually will not make an award until a decision on the protest is made. However, the City will not delay an award if the City Manager or the Purchasing Officer determines that:
 - (1) the City urgently requires the supplies or services to be purchased, or
 - (2) failure to make an award promptly will unduly delay delivery or performance.In those instances, the City will notify you and make every effort to resolve your protest before the award.

18. INTERESTED PARTIES DISCLOSURE

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

<https://www.ethics.state.tx.us/File/>

19. POST OFFER DOCUMENTS REQUIRED FROM SUCCESSFUL OFFEROR:

- A. **Letters of Intent:** When a MBE/WBE Compliance Plan is required, the successful Offeror must submit to the Purchasing Officer the Letters of Intent to subcontract required by the Compliance Plan within three (3) business days after notification. Failure to submit the required letters will be grounds for rejection of the Offer.
- B. **Certificates of Insurance:** When insurance is required, the Offeror must provide proof of coverage prior to execution of a Contract. The Offeror shall provide Certificates of Insurance in the amounts and for the coverages required to the Purchasing Office within 14 calendar days after written request from the City (See also "Insurance" in Section 0400, Supplement Purchase Provisions, of the Solicitation).
- C. **Bonds:** When Bonds are required, the Offeror must provide the bonds prior to the execution of the Contract. The Offeror shall provide the Bonds, in the amounts and on the conditions required, within 14 calendar days after notification of award, or as otherwise required by the Solicitation.
- D. **Chapter 176 Conflict of Interest Disclosure:** In accordance with Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/department/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

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By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

- A. General Requirements.
 - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
 - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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48. **DISPUTE RESOLUTION:**

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

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- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

56. PROHIBITION OF BOYCOTT ISRAEL VERIFICATION

Pursuant to Texas Government Code §2270.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this **Contract**.

- A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2270.001.
- B. If the **Principal Artist** qualifies as a "company", then the **Principal Artist** verifies that he:
 - i. does not "boycott Israel"; and
 - ii. will not "boycott Israel" during the term of this **Contract**.
- C. The **Principal Artist's** obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

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SUPPLEMENTAL PURCHASE PROVISIONS V.2 dated 06/28/19
SOLICITATION NO.: IFB 7800 MMO1005REBID**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be emailed to marian.moore@austintexas.gov by 2:00 PM ten (10) calendar days prior to the Solicitation due date.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

OR

PURInsuranceCompliance@austintexas.gov

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$5,000,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:

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- (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
- (2) The policy shall also include these endorsements in favor of the City of Austin:
- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$5,000,000 per occurrence for bodily injury and property damage.

- (1) The policy shall include these endorsements in favor of the City of Austin:
- (a) Waiver of Subrogation, Endorsement CA 0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA 0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA 2048, or equivalent coverage.
 - (d) MCS 90 endorsement with a \$5,000,000 limit when transporting fuel in bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more. Interstate transporters of fuel in non-bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more must provide an MCS 90 endorsement with a \$1,000,000 limit. The terms "conveyance" and "bulk" are defined by Title 49 CFR 171.8.

iv. **Environmental Impairment Liability Insurance:** The Contractor shall provide coverage with a minimum limit of \$5,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of sudden and accidental or non-sudden and accidental pollution arising out of the transportation, storage, or permanent disposal of hazardous and non-hazardous wastes.

With respect to sudden and accidental occurrences, all Contractors and/or Subcontractors who own or operate a treatment, storage and disposal facility must demonstrate financial responsibility for bodily injury and property damage to third parties of at least \$5,000,000 per occurrence.

With respect to non-sudden and accidental occurrences, all Contractors and/or Subcontractors who own or operate a surface impoundment, landfill or land treatment facility that is used to manage hazardous wastes must demonstrate financial responsibility for bodily injury and property damage to third parties of at least \$5,000,000 per occurrence. The amounts of coverage must be exclusive of legal defense costs. The Pollution Liability policy will be endorsed to extend coverage for locations that would be deemed to be Non-Owned Disposal Sites for the City of Austin. The City of Austin will be endorsed as an additional insured to this policy without a limitation of coverage for your negligence. It is the obligation to provide this coverage to the City of Austin for perpetuity.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. **TERM OF CONTRACT:**

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- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of twenty-four (24) months. The Contract may be extended beyond the initial term for up to three (3) additional twelve (12) month periods. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Market Differentials are firm for the life of the contract. Prices are firm and fixed for the first twelve months for the items listed in Section 0600 – Bid Sheet Category 2 – DEF and Category 3- Transportation and Delivery Related Services. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

4. PRE-AWARD:

- A. Prior to awarding a Contract, the City reserves the right to visit the premises of any Offeror under consideration for an award. The City may perform a site visit during the evaluation process to determine whether or not the Offeror has the appropriate facilities, equipment, inventory, licenses, registrations, permits, and qualified personnel to perform according to the Scope of Work (Section 0500). Offerors, who in the City's opinion, do not have the resources to perform, will not be considered for Contract award, regardless of their pricing. The Offeror shall furnish, without additional charge, all reasonable assistance to the City to facilitate the site visit.
- B. In addition, the City reserves the right to review the Offeror's plan to comply with the requirement to make "Code Red" deliveries within six (6) hours to determine eligibility for award. Offerors who, in the City's opinion, do not have existing agreements or resources in place will not be considered for Contract award, regardless of their pricing.

5. POST-AWARD:

- A. The Contractor may be required to attend a post award meeting with City personnel within thirty (30) calendar days after the Contract effective date to discuss the terms and conditions of the Contract.
- B. The City may perform site visits during the term of the Contract to verify that the Contractor, or the Contractor's Subcontractor, has the appropriate facilities, equipment, inventory, licenses, permits, and qualified personnel to perform according to the Scope of Work (Section 0500). The Contractor, or the Contractor's Subcontractor shall furnish, without additional charge, all reasonable assistance to the City to facilitate the site visit.

- 6. QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

- 7. AUTHORIZED CHANGES:** The City reserves the right at any time to make changes in any one or more of the following: (a) Scope of Work; (b) quantities, and/or (c) additions or substitutions of similar products and/or services within the Scope of Work. If the change causes an increase or decrease in the cost or time, an equitable adjustment may be made in the price or schedule. Any claim for adjustment shall be deemed

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waived unless submitted in writing within thirty (30) days from the receipt of the requested change, and approved in writing by the City. Price adjustments shall not be binding on the City unless approved in writing by the City's Purchasing Office prior to making the change. Additional and substitution of similar products and/or services shall be firm and fixed for the time specified in the Economic Price Adjustment section and are subject to the potential fluctuations according to the index indicated in the Contract; if the index is not applicable, the City may identify and add additional index(es) to the Contract if deemed necessary.

8. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Additionally, invoices shall include a unique Purchase or Delivery Order Number, Contractor's business name, "remit to" name and address, and if applicable, taxpayer identification number on the invoice and all information must exactly match the information in the Vendor's registration with the City. Invoices received without all required information cannot be processed and will be returned to the Contractor.

A.1. The Contractor shall provide the following information for all motor fuels, including Unleaded, E-85, Diesel, Biodiesel fuels on each invoice in the order presented:

- i. Contract Number and Purchase or Delivery Order Number
- ii. Fuel pricing information for each fuel delivered, including:
 - (1) Date of delivery
 - (2) Fuel type
 - (3) Gallons delivered
 - (4) OPIS or other Benchmark Price per gallon
 - (5) Contract Market Differential per gallon
 - (6) Total Fuel Cost
- iii. Transportation pricing, including:
 - (1) Type of transportation provided (e.g., bobtail or transport)
 - (2) Any applicable special Contract fees (e.g., Code Red, Dry-Run, Pump Out Service, etc.)
- iv. Any applicable credits, taxes and/or fees
- v. Total price for invoice

A.2. The Contractor shall provide the following information for Diesel Exhaust Fluid (DEF) on each invoice in the order presented:

- i. Contract Number and Purchase or Delivery Order Number
- ii. Pricing information for each DEF delivered, including:
 - (1) Date of delivery
 - (2) Gallons delivered
 - (3) Contract price per gallon
 - (4) Total price
- iii. Any applicable credits, taxes or fees
- iv. Total price for invoice

B. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. The City cannot process payments to or for a Third Party on behalf of the

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Contractor until the Third Party has been approved by the City and included in the City's Vendor Registration system.

- C. Within ten (10) business days after the Contract effective date, the Contractor shall meet with the City's Fleet Services Accounts Payable group to review invoicing, billing formats, and other requirements.
- D. The Contractor shall submit invoices electronically to the Fleet Fuel Operations group at fleetfueloperations@austintexas.gov within 48 hours after delivery. This requirement is necessary for inventory control purposes.
- E. The Contractor agrees to accept payment by ~~credit card~~, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. ~~The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.~~
- F. The Contractor shall submit to the Fleet Services Accounts Payable group at COAFleetAP@austintexas.gov and Fleet Fuel Operations group at fleetfueloperations@austintexas.gov within three days of the end of the month, a monthly statement in Microsoft Excel format, listin all invoices for the month and a separate statement listing any open, unpaid invoices. The City will use these statements to confirm that purchase orders are correct, orders placed were delivered, invoices for deliveries were received, and that timely payments are issued to the Contractor.
- G. Final invoices at the end of the Contract must be received by Fleet Fuel Operations at fleetfueloperations@austintexas.gov within thirty (30) calendar days after the Contract expiration date to be considered for payment. The City will not consider any exceptions to this 30-day submission requirement.

9. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer or within three (3) days of the City's request, materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer or within three (3) days of the City's request may subject the Offer to disqualification from consideration for award.

10. HAZARDOUS MATERIALS:

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.

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- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

11. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf and is also included in the Solicitation, [Section 0200 V2, Solicitation Instructions June 26, 2018](#).

12. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].
 - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the

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contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.

- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

13. ACCESS TO CITY FACILITIES:

- A. Access to any City property by the Contractor's personnel will be strictly controlled at all times by the City.
- B. Contractor's personnel will be required to check in with the Service Writer at Fleet facilities or appropriate facility personnel at other City facilities, when entering or leaving all City facilities. Failure to do so may be cause for removal of Contractor's personnel from the property, without regard to Contractor's schedule.
- C. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all Contractor's personnel are kept fully informed and updated as to these requirements.

14. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Market Differentials identified in the Contract shall be fixed for the life of the Contract. Prices shown in Section 0600 – Bid Sheet of this Contract for Category 2 – DEF and Category 3 – Transportation and Delivery Services shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

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- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight of Base Price: 100%	
Database Name: Producer Price Index	
Series ID: WPU06790991	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Description of Series ID: Chemicals and Allied Products – Automotive Chemicals	
This Index shall apply to the following line items of the Bid Sheet: Category 2	

Weight of Base Price: 100%	
Database Name: Producer Price Index	
Series ID: WPU301601075	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Description of Series ID: Transportation Services-Special Services and Fees	
This Index shall apply to the following line items of the Bid Sheet: Category 3	

- E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate

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Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

15. **INTERLOCAL PURCHASING AGREEMENTS:**

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

16. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Hazel Black – Fleet Services

1190 Hargrave Street, Austin, TX 78702

(512) 974-1751

hazel.black@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

CITY OF AUSTIN
SECTION 0500 - STATEMENT OF WORK
BULK MOTOR FUELS AND FUEL-RELATED PRODUCTS & SERVICES
SOLICITATION NO.: IFB 7800 MMO1005REBID

1. PURPOSE

The City of Austin ("City") seeks to establish a fuel Contract to purchase unleaded gasoline, ethanol-gasoline, diesel, biodiesel and/or renewable diesel, diesel exhaust fluid (DEF), and special fuel-related services for use by the City's Fleet Services Department. Specifically, the City seeks to contract with a single vendor to provide a comprehensive, cost-effective Contract for bulk motor fuels and fuel-related products and services for the City's entire fleet of vehicles and equipment.

1.1 The Contractor will be required to provide the following products and/or services:

- 1) **Motor Fuels (Unleaded, Ethanol-Gasoline, Diesel, Biodiesel and/or Renewable Diesel)**
- 2) **Diesel Exhaust Fluid**
- 3) **Special Fuel-Related Services**

The City reserves the right to award a Contract for some, none, or all of the products and services in this solicitation.

1.2 The City anticipates purchasing an estimated five (5) million gallons of fuel(s) and/or fuel-related product(s) annually. These estimates are based on previous usage and are not to be considered a commitment by the City to purchase any amount or type of fuel(s) and/or fuel-related product(s). All quantities are estimates only and the City shall not be obligated to purchase a minimum quantity of any fuel type. Quantities are not guaranteed.

Table 1: Estimated Annual Orders and Estimated Total Annual Volume of Fuels

Fuel Type	Estimated Annual Number of Fuel Orders	Estimated Total Annual Volume (Gallons)
LCP Biodiesel, and/or Renewable Diesel	2,000	2,400,000
Diesel	50	300,000
Ethanol-Gasoline	275	1,100,000
Regular Unleaded	1,300	1,200,000
Super Unleaded	50	50,000
DEF	50	30,000

Table 2: Tanks by Fuel and Tank Size Currently in Operation at City Sites*

Fuel Type and Fuel Tank Size	Number of Tanks in Operation	Total Capacity of Tanks in Gallons
UNLEADED Tanks of < 1,000 GAL	16	8,000
UNLEADED Tanks of 1,000-5,999 GAL	6	6,000
UNLEADED Tanks of 6,000 + GAL	5	55,000
Ethanol-Gasoline Tanks of < 1,000 GAL	1	500
Ethanol-Gasoline Tanks of 1,000-5,999 GAL	1	1,000
Ethanol-Gasoline Tanks of 6,000 + GAL	4	38,000
DIESEL Tanks of 6,000 + GAL	1	10,000
LCP BIODIESEL and/or Renewable Diesel Tanks of < 1,000 GAL	18	9,500

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LCP BIODIESEL and/or Renewable Diesel Tanks of 1,000-5,999 GAL	11	11,000
LCP BIODIESEL and/or Renewable Diesel Tanks of 6,000 + GAL	8	91,000
DEF Tanks of 1,000-5,999 GAL	5	5,000

* The City reserves the right to add or remove tanks and fueling sites.

2. **DEFINITIONS**

2.1 Definition of Terms

Term	Definition
Additive	Any substance that is added to fuel to give it a desired quality (e.g., anti-icing, anticorrosive), must comply with EPA regulations and is compatible with the refiner's product
Biocide	Chemical substance (such as algicide or fungicide) that destroys or inhibits the growth or activity of living organisms
Biodiesel	A vegetable oil- or animal fat-based fuel consisting of long-chain alkyl (methyl, propyl or ethyl) esters that is mixed with Diesel.
Bobtail Load	Tanker truck delivering a volume of less than the full capacity of a transport load.
Catastrophic Condition	Situation that has any negative impact to City operations.
Certificate of Analysis	A legal certification provided by the Contractor to ensure compliance to the agreed-upon fuel quality standard.
Cetane (cetane number)	An indicator of the combustion speed of diesel fuel and compression needed for ignition; is also an important factor in determining the quality of diesel fuel.
Cloud Point	The temperature at which dissolved solids are no longer completely soluble, precipitating as a second phase giving the fluid a cloudy appearance.
Code Red	A requirement for a scheduled delivery within six (6) hours after an order is placed.
Contamination	The act or an instance of fuel rendered unusable due to the influence of an unwanted substance such as water, foreign particulate matter, biological growth, or wax formation.
Dry Run	The Contractor's inability to unload fuel delivered to a location due to ordering error, a lack of ability to take on fuel at the site, or other error on part of the City.
Drop Services	Dumping fuel from Contractor's truck into a City tank after performing a pump out service.
Octane (octane rating or octane number)	Standard measure of the performance of a motor fuel. The higher the octane number, the more compression the fuel can withstand before detonating.
Pump Out Service	Pumping fuel from a City tank into Contractor's truck.
Renewable Diesel	A second-generation alternative diesel that is sustainable, ultra-clean burning, petroleum-free, pure paraffinic hydrocarbon fuel made from any vegetable oil, animal fat, or fish oil.

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Splash Blending	To blend or mix two or more products together by merely adding one product to the other in a cargo tank compartment, City tank, etc.
Transport Load	Tanker truck delivering a volume of 4,000 gallons or greater of Unleaded, E-85, Diesel, or Biodiesel.

2.2 Definition of Acronyms

Acronym	Meaning
API	American Petroleum Institute
AST	Above-ground Storage Tank
ASTM	ASTM International, formerly known as the American Standards for Testing and Materials
B-20	A mixture composed of 20% of Biodiesel with 80% of Diesel
B-99	99% Biodiesel
BQ 9000	National Biodiesel Accreditation Program
COA	Certificate of Analysis
CDL	Commercial Driver's License
DEF	Diesel Exhaust Fluid
EPA	United States Environmental Protection Agency
EST	Eastern Standard Time
FOB	Free on Board
ISO	International Organization for Standardization
LCP	Low Cloud Point
MON	Motor Octane Number
MSDS	Material Safety Data Sheet
NFPA	National Fire Protection Association
OPIS	Oil Price Information Service
OSHA	Occupational Safety and Health Administration
RON	Research Octane Number
SPCC	Spill Prevention, Control, and Countermeasure
TCEQ	Texas Commission on Environmental Quality
TxLED	Texas Low Emission Diesel
UST	Underground Storage Tank

3. CONTRACTOR QUALIFICATIONS

The Contractor shall:

CITY OF AUSTIN
SECTION 0500 - STATEMENT OF WORK
BULK MOTOR FUELS AND FUEL-RELATED PRODUCTS & SERVICES
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- 3.1 Have an operational facility regularly engaged in the business of providing fuel and fuel-related products and services for a minimum of five (5) years.
- 3.2 Have a facility with adequate space and equipped with supplies and equipment necessary to satisfy the requirements of the Contract.
- 3.3 Have transportation drivers, fully qualified to fulfill the duties under the Contract. The Contractor shall be able to verify that all personnel providing services under the Contract have had sufficient training with a minimum of three (3) years hands-on experience within the last five (5) years working with fuel and/or fuel-related products and/or services.
- 3.4 Ensure all delivery transport and bobtail vehicle operators ("drivers"), or subcontracted vehicle operators/drivers have a current Texas Commercial Driver's License (CDL) with required Hazmat Endorsement for all drivers and Transport Endorsement for transport drivers to operate fuel delivery vehicles. All drivers must have: documentation to reflect current DOT 172.704 training, Transportation and Security Hazardous Materials every three years as required by 49 CFR (Code of Federal Regulations 172.704. 2) documentation to reflect Hazard Communication Standard training known as the "Right to Know and Understand Act" required by 29 CFR 1910.1200., 3) documentation to reflect Spill Prevention Control & Countermeasure Plan training as required by 40 CFR 112. Within five (5) business days of Contract effective date, the Contractor shall provide list of all drivers and criminal history background affidavit that all drivers have had the required criminal background check (see Paragraph 13 in Section 0400).
- 3.5 Utilize transport and bobtail vehicles whose capacities have been State of Texas certified. All bobtail vehicles shall have meters capable of accurately metering the volume of fuel or fuel-related product delivered. All transport and bobtail vehicles shall have the appropriate vapor recovery system.

4. COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall:

- 4.1 Comply with and perform work in strict accordance with all applicable federal, state, and local statutes, regulations, rules, and ordinances concerning the purchase, sale, transport and delivery of products and/or services herein, including, but not limited to, those pertaining to health, safety, and environmental compliance and protection.
- 4.2 Notify the City in writing and address any necessary changes to be made by appropriate modification to the Contract if the Contractor observes that any contract documents or provisions are at variance with applicable laws, ordinances, rules, regulations, and/or orders in any respect.
- 4.3 Bear the full responsibility and costs attributable to any Contractor or Subcontractor performance contrary to applicable laws, rules, ordinances, regulations.
- 4.4 Notify the City immediately of notice of any Texas Commission on Environmental Quality citation or violation, which Contractor may receive during the life of the Contract.

5. CONTRACTOR RESPONSIBILITIES

The Contractor shall:

- 5.1 Submit sample(s) of fuel(s) and/or fuel-related product(s) associated with the Contract within one (1) working day of the City's written request and without charge to the City. The sample shall be

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one (1) gallon of the product requested. The City will retain the sample to verify compliance with Contract specifications. The City will be responsible for the disposition of samples.

- 5.2 Ensure that all motor fuels and fuel-related products delivered under the Contract are free from contamination and meets all specifications as described in the Contract. The Contractor shall further ensure that products delivered will not contain any foreign substances or water which may damage City vehicles and equipment or contaminate the City's storage tanks.
- 5.2.1 Offerors shall submit with their Offer, or within five (5) business days of request from the City, a draft Fuel Test and Quality Assurance Plan ("Test Plan"). The Contractor shall work with the City to mutually agree upon a final Test Plan within 30 business days of the contract effective date or another mutually agreed to time to document all Contractor provided testing of B99 and all other fuel products to ensure compliance with specifications. All tests shall be made as per methods specified or approved by the ASTM, unless otherwise specified in the Contract. If any change occurs to the Contractor's fuel product testing, the Contractor shall immediately provide a revised Test Plan to the City for approval that reflects that change.
- 5.2.2 The City and its authorized representatives reserve the right to test fuels and fuel-related products quality, before, during and after unloading. All tests will be made as per methods outlined by ASTM International, unless otherwise specified.
- 5.2.2.1 Should the City's test results show that the fuels or fuel-related products contain contamination, or do not meet established specifications, the City will reject the fuel or fuel-related products and the Contractor shall reimburse the City for all testing and associated costs. The Contractor shall be responsible for the removal of the non-conforming fuel or fuel-related products from City property within twenty-four (24) hours after the City rejects the products and notifies the Contractor. Furthermore, in the event that the fuels or fuel-related products are rejected, the City reserves the right to either purchase the fuel or fuel-related products from another source and charge the Contractor the difference, or require the Contractor to certify the amount of removed fuel or fuel-related products and be fully responsible for the replacement of all removed contaminated or non-specification products at no expense to the City and without any additional notification required on behalf of the City.
- 5.2.3 Be responsible for all cleanup and associated costs required at City properties, storage facilities, equipment and/or vehicles as a result of contaminants or noncompliance with Contract specifications. Furthermore, the Contractor shall be fully responsible for any and all costs incurred by the City for any property, equipment or vehicles sustaining damage attributed to Contractor activities or contaminated fuel.
- 5.2.4 Contractor shall remove and dispose of all spills (including those into spill containers) that occur in the performance of this Contract. Offerors shall provide the City with a Contractor Spill Response Plan to outline actions to be taken in the event of a spill as part of their Offer or within five (5) business days of request from the City. The Contractor shall work with the City to mutually agree upon a final Spill Response Plan within 30 business days of the contract effective date or another mutually agreed to time. Any cost incurred as a result of fuel and fuel-related product spills on the part of the Contractor, its agents or employees, or due to equipment malfunction, shall be borne by the Contractor.
- 5.3 Ensure compliance with Contract specifications and shall provide detailed specification documents for all fuels and fuel-related products with their Offer or within five (5) business days

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of request from the City. The Contractor shall provide updated specifications documents within ten (10) business days following a change in specifications during the life of the Contract. Contractor shall provide a Certificate of Analysis (COA) for all loads of B99 and a Safety Data Sheet for all other fuel products documenting compliance to Contract specifications with any changes to products delivered during the Contract. COA shall contain the following, at a minimum:

- Manufacturing/Blending locations;
- Lot or batch identification;
- Product name;
- Date of analysis;
- Test methods performed;
- Test results; and,
- Signature of person performing analysis or certifying product.

The City reserves the right to accept or reject new specifications prior to delivery of any fuel or fuel-related products.

- 5.4 Provide the City, within five (5) business days of the Contract effective date, MSDS, for all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required. Contractor must provide any additional requested MSDS within 48 hours of the City's request.
- 5.5 Provide the City with secondary product testing services for B100 biodiesel. The Contractor shall have secondary quality control tests ("Secondary Product Testing") run by an independent testing laboratory un-related to the fuel supplier or the Contractor on each different lot of B100 before any B20 biodiesel is blended and delivered to the City. The independent testing laboratory shall be mutually agreed upon, in writing, by the City and the Contractor and shall serve as the City's authorized representative. Testing shall confirm compliance with all applicable ASTM requirements.
- 5.5.1 Secondary Product Testing shall be performed in conjunction with the Contractor's Test Plan and in a manner so that there are no delays in delivering B20 to the City.
- 5.5.2 Secondary Product Test results shall be submitted to the City with a COA from the independent testing lab. The COA shall contain the information specified in paragraph 5.5 of Section 0500 – Statement of Work and shall be sent via email to the Fleet Fuel Operations group at fleetfueloperations@austintexas.gov.
- 5.5.3 Any lot of B100 shown through testing to contain contamination or to not meet established specifications shall not be used to blend B20 for the City.
- 5.5.4 The City will be responsible for the cost of this Secondary Product Testing, including the cost for test kits supplied by the testing facility. Invoices for Secondary Product Testing shall pass through the Contractor at no additional markup to the City. A copy of the testing facility's invoice shall be submitted with the Contractor's invoice.

6.0 ORDER, TRANSPORT & DELIVERY REQUIREMENTS

6.1 Order Requirements

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- 6.1.1 Contractor shall accept and confirm orders by phone and electronically by email or other electronic format approved by the City.
- 6.1.2 Contractor shall confirm all orders within two (2) hours after the order is sent utilizing the confirmation process outlined for the ordering method.
- 6.1.3 Contractor shall provide a point of contact and contact information for the person responsible for receiving orders from the City within five (5) business days of Contract effective date.

6.2 Transport and Delivery Requirements

General Requirements

The Contractor shall:

- 6.2.1 Ensure that all transport and bobtail trucks are properly sized and equipped for delivery locations; that the proper fuel types and quantities match the order and location; that all Contractor's measuring, safety and operation devices as well as City's tanks are functioning correctly; that all paperwork required by the City is properly completed; and that delivery can be made in a safe and timely manner.
- 6.2.2 Make all deliveries for bulk deliveries of fuel or fuel-related products from the fuel supplier's rack/terminal or Contractor's storage location to delivery locations.
- 6.2.3 Ensure that all deliveries shall be made within twenty-four (24) hours after receipt and confirmation of order (either verbally or by electronic mail), or as otherwise specified in writing by the City. The Contractor shall schedule standard deliveries seven days per week, including holidays according to the hours of operation for each site. Standard delivery is between 7:30AM and 4:00PM.
 - 6.2.3.1 The City will, from time to time require the Contractor to schedule deliveries within six (6) hours after the order is sent, referred to by the City as a "Code Red" delivery. An additional fee, above and beyond the standard charge, may be assessed for any "Code Red" orders placed by and approved by Fleet Fuel Operations as indicated on the written order and in accordance with pricing identified on the Section 0600 – Bid Sheet. "Code Red" must be clearly identified on the invoice when an order of this type is authorized by the City.
- 6.2.4 The Contractor shall ship all orders for fuel(s) and/or fuel-related product(s) complete unless arrangements for partial shipments are made in advance with the City.
- 6.2.5 The Contractor shall fill the City fuel storage tanks as close to ninety percent (90%) of the total fuel tank capacity as possible. The Contractor shall take a manual (stick) reading of the tank volume prior to and immediately following each delivery. The City will validate the Contractor's manual reading through the City's Veeder Root tank level monitoring system where such equipment is installed.
- 6.2.6 The Contractor shall ensure that all deliveries are accompanied by a bill of lading or manifest identifying, at a minimum, the fuel and fuel-related products being delivered, the number of gallons delivered and the terminal or loading location.
- 6.2.7 If the City has ordered fuel in error (e.g. duplicate order) or the Contractor is unable to drop the fuel (e.g., tanks are not empty or ready to take on fuel), the Contractor shall call

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Fleet Fuel Operations to determine if the delivery can be made at another site. If no alternative delivery can be arranged, the Contractor shall obtain an authorization code from the Fleet Fuel Operations to charge the City for a Dry Run. The City shall not be charged when a Dry Run results from the Contractor's error.

- 6.2.8 The Contractor shall make split deliveries of fuel product whenever possible so that the City may take advantage of transport load fuel prices. The delivery of any combination of 4,000 gallons or more of any fuel type to a single fuel site by the same delivery truck shall be considered a transport load. Similarly, a delivery of a total of 4,000 or more gallons of fuel on a transport truck to two or more City locations within five (5) miles, on the same day shall be considered a transport load. The Contractor shall not charge an additional fee for split deliveries.
- 6.2.9 The Contractor shall, from time to time, as requested by the City, transfer fuel from one City tank to another. The Contractor shall charge the City a pump-out and/or drop fee for this service, as indicated on the Section 0600 – Bid Sheet.
- 6.2.10 If the Contractor is observed not conforming to Contract delivery procedures, the City will document the incident and send it to the Contractor. Contractor will be provided five (5) business days from receipt of the written incident report to respond in writing to the Fleet Contract Manager. Response shall include a plan for corrective action. If necessary, a meeting between the Contractor, the Fleet Contract Manager and Fleet Fuel Operations will be held to review and agree upon the plan for corrective action.
- 6.2.11 The Contractor shall report any incidents, spills and/or violations of Contract requirements that occur in the performance of the Contract to Fleet Fuel Operations within one (1) hour of the incident.
- 6.2.12 Contractor personnel shall read, understand and follow Fleet Fuel Operations' Fuel Transport and Delivery Procedures as described in Attachment B. In addition, the Contractor shall follow U.S. Environmental Protection Agency's (EPA) Oil Pollution Prevention and Response Regulation (40 CFR 112) and the U.S. Department of Health and Human Services/National Institutes of Health's Spill Prevention Control and Countermeasure regulations for the delivery and transfer of fuel. The City will notify the Contractor in writing of any changes to the Fuel Transport and Delivery Procedures within 30 days of modifications to the document.
- 6.2.13 The Contractor shall ensure that deliveries of DEF conform to the chain of custody requirements detailed in ISO 22241 and Attachment B. The Contractor shall utilize dedicated equipment that is compatible with DEF to eliminate the potential for contamination (e.g. cannot be mixed with fuel).
- 6.2.14 Within five (5) business days of Contract effective date, Contractor shall confirm all City delivery location specifics with Fleet Fuel Operations. Attachment A outlines the following information for each delivery location:
- Entity
 - Address
 - Size (Gallons)
 - Type of City-Owned Tank (Aboveground (AST) or Underground (UST))
 - Product Type
 - Hours of Operations
 - Fueling Hours
 - Truck Access (Transport/Boat)

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7.0 FUEL AND FUEL-RELATED PRODUCTS SPECIFICATIONS

- 7.1 **Unleaded and Ethanol Fuels.** The Contractor shall supply the City with following Unleaded and Ethanol fuels. All grades of gasoline furnished and delivered shall contain required rust inhibitors, oxidation inhibitors and detergent additives for use in, engines with fuel injector systems and catalytic converters. The Contractor shall determine the octane rating by adding the research octane number (RON) and the motor octane number (MON), then dividing by two (2). It is not acceptable for the Contractor to mix or blend lower octane rated gasoline with higher octane rated gasoline to meet minimum standard requirements.
- 7.1.1 Regular Unleaded Gasoline, meeting Active Standard ASTM D4814-18 for Automotive Spark Ignition Engine Fuel (most recent issue) with minimum octane rating of 87.
- 7.1.2 Super Unleaded Gasoline, meeting Active Standard ASTM D4814-18 for Automotive Spark Ignition Engine Fuel (most recent issue) with minimum octane rating of 93.
- 7.1.3 Ethanol Gasoline, meeting Active Standard ASTM D5798-15 for Ethanol Fuel Blends for Flexible-Fuel Automotive Spark Ignition Engines (most recent issue).
- 7.2 **Diesel and Biodiesel Fuels.** The Contractor shall supply the City with Diesel and Biodiesel fuels. All Diesel and Biodiesel fuels, with the exception of B100 Biodiesel, shall be Texas Low Emission Diesel (TxLED) or TCEQ approved alternative Diesel fuel compliant. It is preferred that the Contractor supplying Biodiesel be BQ9000 certified. Where Biodiesel blended fuels are not available pre-blended at the terminal, Contractor shall blend the Biodiesel blended fuel at the Contractor's facility prior to delivery. This requirement applies to both transport and bobtail orders. The resultant blended Biodiesel product must meet all Contract specifications and Contractor shall provide detailed description of all blending processes to the City. Manifold blending in City's tank (Splash Blending) is permitted on transport loads only. Splash blending is not allowed on Bobtail loads.
- 7.2.1 TxLED or TCEQ approved alternative Diesel fuel formulation, meeting Active Standard ASTM D975-17a for Diesel Fuel Oils (most recent issues) with the following additional requirements:
- 7.2.1.1 Maximum aromatic hydrocarbon content of 10% by volume;
- 7.2.1.2 Minimum Cetane number of 48; and,
- 7.2.1.3 Sulfur content less than 15 parts per million.
- 7.2.2 Low Cloud Point (LCP) B100 Biodiesel, meeting Active Standard ASTM D6751-15ce1, Table 1 – Detailed Requirements for Biodiesel (B100) Blend Stocks, Grade No. 1-B, S15. (most recent issues) with the following additional requirements:
- 7.2.2.1. Cloud point of 4.5 degrees Celsius or lower (ASTM D2500 Test)
- 7.2.2.2. Required soybean only feedstock, or City-approved alternative. No animal tallow feedstock will be allowed.
- 7.2.3 Low Cloud Point (LCP) B20 Biodiesel, meeting Active Standard ASTM D7467-17 for Diesel Fuel Oil, Biodiesel Blend (B6 to B20) (most recent issues) with the following additional requirements:
- 7.2.3.1 Fuel blended utilizing the TxLED and LCP B100 fuels specified above
- 7.2.3.2 Shall contain Kern or equivalent TCEQ-approved NOx reduction additive and Contractor proposed biocide additive.

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7.2.4 Renewable Hydrocarbon Diesel shall meet the Active Standard ASTM D975.

7.3 Diesel Exhaust Fluid. The Contractor shall supply DEF which meets or exceeds ISO 22241 standards (most recent issues); test limits for purity, concentration and composition; and must be an American Petroleum Institute (API) certified DEF. The Contractor shall be able to deliver the following containerized quantities of DEF:

- 7.3.1 1 Gallon Jug
- 7.3.2 2.5 Gallon Jug
- 7.3.3 55 Gallon Drum
- 7.3.4 275 Gallon Tote
- 7.3.5 330 Gallon Tote

8. PRICING

8.1 Motor Fuels Pricing

8.1.1 Benchmark. The Contractor shall price all motor fuels utilizing the Oil Price Information Service (OPIS) Contract benchmark file to establish the benchmark for each rack market. The 10:00 A.M. Eastern Standard Time (EST) Contract Low Rack prices for Regular Unleaded, Super Unleaded E-85 Ethanol, and TxLED Diesel shall be the benchmark index on the day of delivery. The 10:00 A.M. Eastern Standard Time (EST) Dallas Metro OPIS Gross SME Bio Diesel Non Tax Adjusted W/O Rin ULS NO. 2 LED shall be the benchmark index for B20 biodiesel on the day of delivery.

8.1.2 Market Differential. Contractor shall charge the City for fuel according to a Market Differential for rack markets identified on the Section 0600 – Bid Sheet.

The Market Differential shall be a four-digit decimal numerical value that is added to, or subtracted from the benchmark index for the given fuel product by rack market. The Market Differential shall be inclusive of all cost and profit components but shall exclude any applicable fuel credits, regulatory fees, and taxes. Market Differential prices offered shall include all costs for blending, transportation and delivery of all fuel products. Contract Market Differential prices shall be fixed for the life of the Contract.

8.1.3 OPIS Report. Daily, on or before 10 a.m. Central Standard Time, the Contractor shall furnish to Fleet Fuel Operations via email at fleetfueloperations@austintexas.gov an updated OPIS Report in a Microsoft Excel spreadsheet. The report shall include the OPIS benchmark pricing for motor fuels and include the Contract Market Differential listed for each fuel product. An example of the daily OPIS Report is attached as Attachment C.

8.2 Diesel Exhaust Fluid Pricing. The Contractor shall price DEF per gallon, using a flat price based on the container size/quantity being purchased. Prices for DEF shall be subject to the Economic Price Adjustment paragraph of the Supplemental Terms and Conditions. Transport and delivery of DEF shall be included in the individual product pricing.



**BID SHEET
CITY OF AUSTIN
BULK MOTOR FUEL AND FUEL RELATED SERVICES**

SOLICITATION NO.: IFB 7800 MMO1005REBID

BUYER: Marian Moore

Special Instructions: Offerors must use this Bid Sheet to submit pricing. **Be advised that altering the bid sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.**

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed, actual purchases may be more or less. Quantities are provided as a guide based on historical or anticipated usage. Order quantities will be as-needed and specified by the City for each order.

A bid of "\$0.0000" (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of "no bid", a non-numerical value, or no response (space left blank) will be interpreted by the City that the Offeror does not wish to bid on that item. Be advised, a "no bid" or no response may be considered as non-responsive and may result in disqualification of the bid. Bidders must bid on line items 1.1 - 1.10, 2.1 - 2.5, and 3.1 - 3.6 to be considered for award.

The Offeror shall provide all tools, labor, travel, and equipment necessary to perform the services required under this contract.

The City intends to award a single Contractor based on total extended price (total for Category 1 + Category 2 + Category 3). The City also intends to make a choice between awarding Category 1, Option 1 for Biodiesel or Category 1, Option 2 for Renewable Diesel and reserves the right to utilize either option during the Contract term.

CATEGORY 1 - MOTOR FUELS

The extended prices included on the bid sheet shall reflect a total price to the City based on an informational only benchmark date (May 1, 2019) to provide an estimated annual total for each line item. Do not change this benchmark date or information as this is a means to evaluate responses only. The Contract pricing will reflect the benchmark as specified in Section 0500 - Scope of Work.

ITEM NO.	ITEM DESCRIPTION	INDEX	DIFFERENTIAL PER GALLON	*Informational Only* 05/01/2019 - BENCHMARK INDEX AMOUNT	ESTIMATED ANNUAL QUANTITY (GALLONS)	EXTENDED PRICE
1.1	Regular Unleaded - Bobtail Load	Flint Hills: Austin OPIS Contract Low	0.4959	\$2.0300	350,000	\$884,065.00
1.2	Regular Unleaded - Transport Load	Flint Hills: Austin OPIS Contract Low	0.0459	\$2.0300	800,000	\$1,660,720.00
1.3	Super Unleaded - Bobtail Load	Flint Hills: Austin OPIS Contract Low	0.4471	\$2.3369	25,000	\$69,600.00
1.4	Super Unleaded - Transport Load	Flint Hills: Austin OPIS Contract Low	0.0335	\$2.3369	25,000	\$59,260.00
1.5	Ethanol Gasoline - Bobtail Load	Flint Hills, Buda: Austin Gross E-85 Low	0.4861	\$1.5215	40,000	\$80,304.00
1.6	Ethanol Gasoline - Transport Load	Flint Hills, Buda: Austin Gross E-85 Low	0.0509	\$1.5215	1,060,000	\$1,666,744.00
1.7	TxLED Diesel - Bobtail Load	Flint Hills: Austin OPIS Contract Low	0.4681	\$2.1248	20,000	\$51,858.00
1.8	TxLED Diesel - Transport Load	Flint Hills: Austin OPIS Contract Low	0.0805	\$2.1248	280,000	\$617,484.00

Option 1 (Biodiesel): The City intends to purchase either Biodiesel or Renewable Diesel.

1.9	Low Cloud Point B20 Biodiesel - Bobtail Load	Dallas Metro OPIS Gross SME Bio Diesel Non Tax Adjusted W/O Rin ULS NO 2 LED (Daily OPIS at 10:00 A.M. EST)	0.3064	\$2.3501	400,000	\$1,062,600.00
1.10	Low Cloud Point B20 Biodiesel - Transport Load	Dallas Metro OPIS Gross SME Bio Diesel Non Tax Adjusted W/O Rin ULS NO 2 LED (Daily OPIS at 10:00 A.M. EST)	0.1182	\$2.3501	2,000,000	\$4,936,600.00

SUBTOTAL FOR CATEGORY 1 with Option 1 (Biodiesel) = \$11,089,235.00

Option 2 (Renewable Diesel): The City intends to purchase either Biodiesel or Renewable Diesel.

1.11	Renewable Diesel - Bobtail Load	TxLED Diesel Flint Hills: Austin OPIS Contract Low		\$2.1248	400,000	
1.12	Renewable Diesel - Transport Load	TxLED Diesel Flint Hills: Austin OPIS Contract Low		\$2.1248	2,000,000	

SUBTOTAL FOR CATEGORY 1 with Option 2 (Renewable Diesel) =

CATEGORY 2 - DIESEL EXHAUST FLUID (DEF)

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
2.1	Diesel Exhaust Fluid - 2.5 Gallon Container	GALLON	500	\$3.12	\$1,560.00
2.2	Diesel Exhaust Fluid - 55 Gallon Container	GALLON	220	\$3.19	\$701.80
2.3	Diesel Exhaust Fluid - 275 Gallon Container	GALLON	550	\$1.35	\$742.50
2.4	Diesel Exhaust Fluid - 330 Gallon Container	GALLON	660	\$1.46	\$963.60
2.5	Diesel Exhaust Fluid (Bulk Delivery - 500 Gallons or More)	GALLON	28,000	\$1.57	\$43,960.00

SUBTOTAL FOR CATEGORY 2 = \$47,927.90

CATEGORY 3 - TRANSPORTATION AND DELIVERY RELATED SERVICES

The prices in this category shall be a flat rate to be added per delivery as applicable for each delivery type

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
3.1	Flat Fee for "Code Red" Delivery	EACH	5	\$350.00	\$1,750.00
3.2	Flat Fee for Dry-Run (Dry-Run Fee)	EACH	5	\$275.00	\$1,375.00
3.3	Flat Fee for Pump Out Services - Bobtail Load (Per Fuel Pick Up)	EACH	10	\$195.00	\$1,950.00
3.4	Flat Fee for Pump Out Services - Transport Load (Per Fuel Pick Up)	EACH	5	\$195.00	\$975.00
3.5	Flat Fee for Drop Services - Bobtail Load (Per Fuel Drop)	EACH	10	\$195.00	\$1,950.00
3.6	Flat Fee for Drop Services - Transport Load (Per Fuel Drop)	EACH	5	\$195.00	\$975.00

SUBTOTAL FOR CATEGORY 3 = \$8,975.00



Pinnacle Petroleum, Inc
16651 Gemini Lane
Huntington Beach, Ca 92647

TOTAL EXTENDED PRICE (CATEGORY 1 with Option 1 + CATEGORY 2 + CATEGORY 3)		\$11,146,137.90
TOTAL EXTENDED PRICE (CATEGORY 1 with Option 2 + CATEGORY 2 + CATEGORY 3)		
CATEGORY 4 - OTHER SERVICES		
ITEM NO.	ITEM DESCRIPTION	PRICE
4.1	Secondary Product Testing as required in Section 0500 - Scope of Work	At Cost - No Additional Markup

DELIVERY TERMS:	DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED
COMPANY NAME:	Pinnacle Petroleum, Inc.
EMAIL ADDRESS:	lmckinley@pinnaclepetroleum.com; jnoriega@pinnaclepetroleum.com; marketing@pinnaclepetroleum.com



Pinnacle Petroleum, Inc
 16651 Gemini Lane
 Huntington Beach, Ca 92647



Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBEWBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Not Applicable. Pinnacle Petroleum, Inc. is a Non-Resident Bidder	
Physical Address	16651 Gemini Lane, Huntington Beach, CA 92647	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<input checked="" type="checkbox"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	<input checked="" type="checkbox"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="checkbox"/> Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	Tex-Con Oil	
Physical Address	4906 Burleson Road, Austin, TX 78744	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="checkbox"/> Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	✓ Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

City of Austin, Texas

Section 0800

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

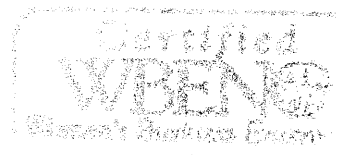
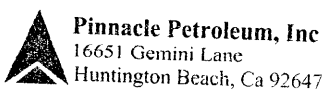
For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin

Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment,



including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 28 day of June, 2019

CONTRACTOR

Authorized Signature

Title

Pinnacle Petroleum, Inc.
[Signature]
President



Pinnacle Petroleum, Inc.
16651 Gemini Lane
Huntington Beach, Ca 92647

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

CITY OF AUSTIN, TEXAS
SECTION 0810 V2
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION
June 26, 2018

The term “**Offeror**”, as used in this document, includes the individual or business entity submitting the Offer. For the purpose of this Affidavit, an Offeror includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and any person or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:

- a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract no individual, agent, representative, consultant, subcontractor, or sub-consultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

- a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$100 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror. and
 - c. does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.
7. As required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/department/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation with any solicitation responses on separate pages to be annexed hereto.

8. **Anti-Lobbying Ordinance.** On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf and is also included in the Solicitation, [Section 0200 V2, Solicitation Instructions June 26, 2018](#).

Section 0835: Non-Resident Bidder Provisions

Company Name Pinnacle Petroleum, Inc.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Non-Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

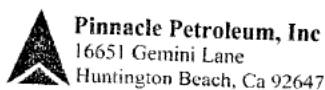
- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: No

Which State: California

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: n/a



Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: IFB 7800 MMO1005REBID

SOLICITATION TITLE: BULK FUELS & FUEL RELATED PRODUCTS & SERVICES

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☐ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☒ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

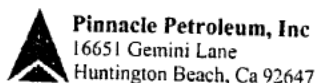
Offeror Information		
Company Name	Pinnacle Petroleum, Inc.	
City Vendor ID Code		
Physical Address	16651 Gemini Lane	
City, State /Zip	Huntington Beach, CA 92647	
Phone Number	(714) 841-8877	Email Address: l.mckinley@pinnaclepetroleum.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture	

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.


Liz McKinley, President

Name and Title of Authorized Representative (Print or Type)

Signature/Date



Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

 **Pinnacle Petroleum, Inc**
16651 Gemini Lane
Huntington Beach, Ca 92647

Solicitation No. IFB 7800 MMO1005REBID

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: IFB 7800 MMO1005REBID

SOLICITATION TITLE: BULK FUELS & FUEL RELATED PRODUCTS & SERVICES

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

☒ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

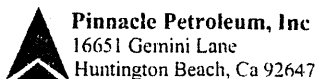
- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL** of the following CHECK BOXES **MUST** be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.

☒ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.

☒ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

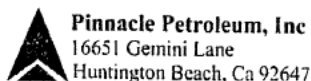


**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: IFB 7800 MMO1005REBID

SOLICITATION TITLE: BULK FUELS & FUEL RELATED PRODUCTS & SERVICES

- ☒ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.
- ☒ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.
- ☒ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.



**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: IFB 7800 MMO1005REBID
SOLICITATION TITLE: BULK FUELS & FUEL RELATED PRODUCTS & SERVICES

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	<u>PBR Trucking</u>
Vendor ID Code	
Contact Person	<u>Ronald Quirao</u> Phone Number:
Additional Contact Info	Fax Number: <u>n/a</u> E-mail: <u>rbrtrucking@yahoo.com</u>
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	<u>No response.</u>

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☒ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

[Signature] 7/16/19
Reviewing Counselor Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☒ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

[Signature] 7/16/19
Director/Assistant Director or Designee Date

SMALL & MINORITY BUSINESS RESOURCES CONTACT INFORMATION

<u>Compliance</u>	<u>CERTIFICATION</u>	<u>MAIN OFFICE</u>
512-974-7600	512-974-7645	512-974-7600
512-974-7601	512-974-7601	512-974-7622
Smbrcompliancedocuments@austintexas.gov	smbrcertification@austintexas.gov	www.austintexas.gov/smbr

SMBR's Plan Room

The City of Austin's Small & Minority Business Resources (SMBR) Department has a Plan room for viewing City of Austin project plans and specifications as well as other local, private, and public sector jobs. In addition, SMBR and McGraw-Hill Dodge have partnered to provide contractors up-to-date construction project information, plans and specification through the Internet. Projects include public and private sector opportunities in 100 South and Central Texas counties.

Where is the Plan Room?

It's located at the offices of SMBR
4201 Ed Bluestein Blvd.
Austin, TX 78721

How much will it cost?

There are no fees to access the information. There are minimal fees for copying and printing of plan and specification sheets.

What are my next steps?

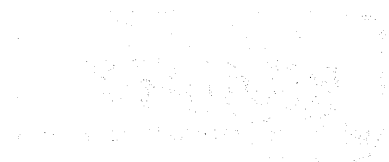
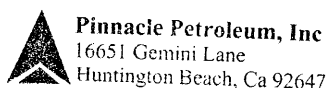
Attend a free one-hour orientation session to learn how to operate the on-line service. Call (512) 974-7799 to make an appointment or for more information.

For more information or to view a list of projects currently available in the Plan Room visit website at www.austintexas.gov/smbr under the Plan Room projects.

BONDING

Bonding is a type of protection that a governmental agency or prime contractor may require that your company have in order to work on a contract. A bonding application will take several days. Get started today. Be proactive by making an appointment to talk to SMBR's Bonding Financial Consultant, Luke Ortega Luper as soon as possible. He can be reached at (512-974-7733 or email him at Luke.Luper@austintexas.gov. You will also find past copies of his newsletters on our website at <http://austintexas.gov/department/bonding>.

Keep in mind that SMBR does not issue bonds; however, we do provide our bonding resource program as a free and confidential service to our business owners.



AUSTIN MINORITY NEWSPAPERS

Capital City Argus News

PO Box 140471

Austin, TX 78714-0471

512-926-0348 Fax: same as phone

Charles M. Miles

Email: CMilesArgus@yahoo.com

El Mundo Newspaper

2112 E. Cesar Chavez

Austin, TX 78702

512-476-8636

Email: info@elmundonewspaper.com

La Prensa

PO Box 6504

Austin, TX 78762-6504

512-478-3090 Fax: 512-482-6400

Catherine Vasquez-Revilla

Email: laprensa@aol.com

Nokoa The Observer

PO Box 1137

Austin, TX 78767

512-499-8713 Fax: same as phone

Akwasi Evans

Email: akwasievens2013@gmail.com

The Villager

4132 E. 12th Street

Austin, TX 78721

512-476-0082 Fax: 512-476-0179

Tommy L. Wyatt

Email: vil3202@aol.com

World Journal Inc. of Texas/World

Journal Chinese Daily News

5855 Sovereign Dr. #C

Houston, TX 77036

Sherry Wang

Email: sherrywang1020@yahoo.com



Pinnacle Petroleum, Inc
16651 Gemini Lane
Huntington Beach, Ca 92647



LOCAL MINORITY SERVICE ORGANIZATIONS

Asian Contractor Association

4201 Ed Bluestein Blvd, 2nd floor
Austin, TX 78721
512-926-5400 Fax: 512-926-5410

Austin Area Black Contractors Association

6448 Highway 290 East, Suite E-107
Austin, TX 78723
512-467-6895 Fax: 512-467-9808

Business Investment Growth (BIG Austin)

Capital Plaza Bank Office Building
5407 N. IH-35, Ste 200
Austin, TX 78723
512-928-8010 Fax: 512-926-2997

Business Resource Consultants (BRC)/(Bid Briefs)

6448 Highway 290 East, Suite E-107
Austin, TX 78723
512-467-6894 Fax: 512-467-9808

Greater Austin Asian Chamber of Commerce

8001 Centre Park Drive, Suite 160
Austin, TX 78731
512-407-8240

Greater Austin Black Chamber of Commerce

African-American Heritage Center
912 E. 11th Street, Suite A
Austin, TX 78702
512-459-1181 Fax: 512-459-1183

Greater Austin Hispanic Chamber of Commerce

3601 Far West Blvd, Suite 204
Austin, TX 78731
512-476-7502 Fax: 512-476-6417

U.S. Hispanic Contractors Association de Austin (USHCA)

920 E. Dean Keeton Street
Austin, TX 78705
512-922-0507

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Pinnacle Petroleum, Inc
16651 Gemini Lane
Huntington Beach, Ca 92647

ATTACHMENT A - TANK LOCATIONS

Tank ID	Location Address	A/U/B/T/P	Size (Gallons)	AST/UST	Fuel Type	Tank Size	Hours of Operation/Fueling Hours	Access (Transport/ Tankwagon)
1.1	10041 Lakecreek Pkwy	A-B-	500	AST	UNLEADED	< 1,000	24/7 COA emergency vehicles only	Tankwagon
1.2	10041 Lakecreek Pkwy	A-B-	500	AST	BIODIESEL	< 1,000	24/7 COA emergency vehicles only	Tankwagon
2.1	10111 Anderson Mill Rd.	A-B-	500	AST	E85	< 1,000	24/7 COA emergency vehicles only	Tankwagon
2.2	10111 Anderson Mill Rd.	A-B-	500	AST	BIODIESEL	< 1,000	24/7 COA emergency vehicles only	Tankwagon
3.1	1101 W. Braker Lane	U-B-	1,000	UST	BIODIESEL	1,000-5,999	24/7 COA emergency vehicles only	Tankwagon
4.1	11401 Escarpment Blvd	A-B-	1,000	AST	UNLEADED	1,000-5,999	24/7 COA emergency vehicles only	Tankwagon
4.2	11401 Escarpment Blvd	A-B-	1,000	AST	BIODIESEL	1,000-5,999	24/7 COA emergency vehicles only	Tankwagon
5.1	11612 Four Iron Drive	A-B-	500	AST	UNLEADED	< 1,000	24/7 COA emergency vehicles only	Tankwagon
5.2	11612 Four Iron Drive	A-B-	500	AST	BIODIESEL	< 1,000	24/7 COA emergency vehicles only	Tankwagon
6.1	12711 Harris Glen	A-B-	500	AST	UNLEADED	< 1,000	24/7 COA emergency vehicles only	Tankwagon
6.2	12711 Harris Glen	A-B-	500	AST	BIODIESEL	< 1,000	24/7 COA emergency vehicles only	Tankwagon
7.1	1330 E. Rundberg Lane	U-B-	1,000	UST	BIODIESEL	1,000-5,999	24/7 COA emergency vehicles only	Tankwagon
8.1	1706 City Park Road	A-B-	500	AST	UNLEADED	< 1,000	7:00 AM - 7:00 PM COA vehicles only	Tankwagon
8.2	1706 City Park Road	A-B-	500	AST	BIODIESEL	< 1,000	7:00 AM - 7:00 PM COA vehicles only	Tankwagon
9.1	2101 Barton Springs Road	A-B-	500	AST	UNLEADED	< 1,000	7:00AM - 7:00 PM COA Vehicles only	Tankwagon
9.2	2101 Barton Springs Road	A-B-	500	AST	BIODIESEL	< 1,000	7:00AM - 7:00 PM COA Vehicles only	Tankwagon
10.1	2410 W. Parmer Lane	U-B-	1,000	UST	BIODIESEL	1,000-5,999	24/7 COA emergency vehicles only	Tankwagon
11.1	2412 Kramer Lane	U-T	12,000	UST	E85	6,000 +	24/7	Transport
11 2	2412 Kramer Lane	U-T	12,000	UST	BIODIESEL	6,000 +	24/7	Transport
11 3	2412 Kramer Lane	A-T	2,000	AST	PROPANE	1,000-5,999	24/7	Transport
11.4	2412 Kramer Lane	A-T	1,000	AST	DEF	1,000-5,999	24/7	Transport
12.1	2454 Cardinal Loop	A-B-	500	AST	UNLEADED	< 1,000	24/7 COA emergency vehicles only	Tankwagon
12 2	2454 Cardinal Loop	A-B-	500	AST	BIODIESEL	< 1,000	24/7 COA emergency vehicles only	Tankwagon
13.1	2525 S. Lakeshore Dr.	U-T	6,000	UST	UNLEADED	6,000 +	6:00 AM - 6:00 PM COA vehicles only	Transport
13 2	2525 S. Lakeshore Dr.	U-T	6,000	UST	BIODIESEL	6,000 +	6:00 AM - 6:00 PM COA vehicles only	Transport
14.1	2600 Jimmy Clay Drive	A-B-	500	AST	UNLEADED	< 1,000	7:00AM - 7:00 PM COA Vehicles only	Tankwagon
14 2	2600 Jimmy Clay Drive	A-B-	500	AST	BIODIESEL	< 1,000	7:00AM - 7:00 PM COA Vehicles only	Tankwagon
15.1	2718 Spirit of Texas Drive	A-T	1,000	AST	UNLEADED	1,000-5,999	24/7	Transport
15 2	2718 Spirit of Texas Drive	A-T	1,000	AST	E85	1,000-5,999	24/7	Transport
15 3	2718 Spirit of Texas Drive	A-T	18,000	AST	PROPANE	6,000 +	24/7	Transport
16.1	2804 Montebello	U-B-	1,000	UST	BIODIESEL	1,000-5,999	24/7 COA emergency vehicles only	Tankwagon
17.1	2910 Enfield Road	A-B-	500	AST	UNLEADED	< 1,000	7:00AM - 7:00 PM COA Vehicles only	Tankwagon
17 2	2910 Enfield Road	A-B-	500	AST	BIODIESEL	< 1,000	7:00AM - 7:00 PM COA Vehicles only	Tankwagon
17 3	3100 1/2 Spirit of Texas Drive	A-B-	18,000	AST	PROPANE	6,000 +	N/A inside airfield	Tankwagon
18.1	3616 S. 1st Street	U-T	12,000	UST	UNLEADED	6,000 +	24/7 COA Vehicles only	Transport
18 2	3616 S. 1st Street	U-T	12,000	UST	BIODIESEL	6,000 +	24/7 COA Vehicles only	Transport
19.1	3704 Deer Lane	U-B-	1,000	UST	BIODIESEL	1,000-5,999	24/7 COA emergency vehicles only	Tankwagon
20.1	3819 Bergstrom Drive	A-T	1,000	AST	UNLEADED	1,000-5,999	24/7	Transport
20 2	3819 Bergstrom Drive	A-T	1,000	AST	BIODIESEL	1,000-5,999	24/7	Transport
21.1	400 Ralph Ablanado	A-B-	500	AST	BIODIESEL	< 1,000	24/7 COA emergency vehicles only	Tankwagon
21 2	400 Ralph Ablanado	A-B-	500	AST	BIODIESEL	< 1,000	24/7 COA emergency vehicles only	Tankwagon
22.1	4108 Todd Lane	A-T	12,000	AST	BIODIESEL	6,000 +	6:00 AM - 6:00 PM COA vehicles only	Transport
22 2	4108 Todd Lane	A-T	12,000	AST	BIODIESEL	6,000 +	6:00 AM - 6:00 PM COA vehicles only	Transport
22 3	4108 Todd Lane	A-T	1,000	AST	DEF	1,000-5,999	6:00 AM - 6:00 PM COA vehicles only	Transport
23.1	4128 S. 1st Street	A-B-	1,000	AST	UNLEADED	1,000-5,999	24/7 COA emergency vehicles only	Tankwagon
23 2	4128 S. 1st Street	A-B-	1,000	AST	BIODIESEL	1,000-5,999	24/7 COA emergency vehicles only	Tankwagon
24.1	4300 Manor Road	A-B-	500	AST	UNLEADED	< 1,000	7:00AM - 7:00 PM COA Vehicles only	Tankwagon
24 2	4300 Manor Road	A-B-	500	AST	BIODIESEL	< 1,000	7:00AM - 7:00 PM COA Vehicles only	Tankwagon
25.1	4411 Meinardus Drive	U-T	6,000	UST	E85	6,000 +	24/7	Transport
25 2	4411 Meinardus Drive	U-T	12,000	UST	UNLEADED	6,000 +	24/7	Transport
25 3	4411 Meinardus Drive	U-T	12,000	UST	BIODIESEL	6,000 +	24/7	Transport
25.4	4411 Meinardus Drive	A-T	2,000	AST	PROPANE	1,000-5,999	24/7	Transport
25 5	4411 Meinardus Drive	A-T	1,000	AST	DEF	1,000-5,999	24/7	Transport
26.1	4800 Shaw Lane	A-B-	500	AST	UNLEADED	< 1,000	24/7 COA emergency vehicles only	Tankwagon
26.1	4800 Shaw Lane	A-B-	500	AST	BIODIESEL	< 1,000	24/7 COA emergency vehicles only	Tankwagon
27.1	5500 Burleson Road	A-B-	500	AST	UNLEADED	< 1,000	24/7 COA emergency vehicles only	Tankwagon
27 2	5500 Burleson Road	A-B-	500	AST	BIODIESEL	< 1,000	24/7 COA emergency vehicles only	Tankwagon
28.1	5507 FM2222	U-B-	1,000	UST	UNLEADED	1,000-5,999	24/7 COA emergency vehicles only	Tankwagon
28 2	5507 FM2222	U-B-	1,000	UST	BIODIESEL	1,000-5,999	24/7 COA emergency vehicles only	Tankwagon
28 3	5710 N. Lamar	A-B-	2,000	AST	PROPANE	1,000-5,999	24/7	Tankwagon
29.1	6302 Harold Court	U-T	15,000	UST	UNLEADED	6,000 +	6:00 AM - 6:00 PM	Transport
29 2	6302 Harold Court	U-T	15,000	UST	BIODIESEL	6,000 +	6:00 AM - 6:00 PM	Transport
29 3	6302 Harold Court	A-T	2,000	AST	PROPANE	1,000-5,999	6:00 AM - 6:00 PM	Transport
29.4	6302 Harold Court	A-T	1,000	AST	DEF	1,000-5,999	6:00 AM - 6:00 PM	Transport
30.1	714 E. 8th Street	U-T	10,000	UST	UNLEADED	6,000 +	24/7	Transport
30 2	714 E. 8th Street	U-T	10,000	UST	E85	6,000 +	24/7	Transport
30 3	714 E. 8th Street	U-T	10,000	UST	BIODIESEL	6,000 +	24/7	Transport
31.1	7701 River Place	A-B-	500	AST	UNLEADED	< 1,000	24/7 COA emergency vehicles only	Tankwagon
31 2	7701 River Place	A-B-	500	AST	BIODIESEL	< 1,000	24/7 COA emergency vehicles only	Tankwagon
32.1	811 East 41st Street	A-B-	500	AST	UNLEADED	< 1,000	7:00AM - 7:00 PM COA Vehicles only	Tankwagon
32 2	811 East 41st Street	A-B-	500	AST	BIODIESEL	< 1,000	7:00AM - 7:00 PM COA Vehicles only	Tankwagon
33.1	8700 State Hwy 71	A-B-	500	AST	UNLEADED	< 1,000	24/7 COA emergency vehicles only	Tankwagon
33 2	8700 State Hwy 71	A-B-	500	AST	BIODIESEL	< 1,000	24/7 COA emergency vehicles only	Tankwagon
34.1	8803 Decker Lane	A-B-	500	AST	UNLEADED	< 1,000	24/7 Gated Entry COA vehicles only	Tankwagon
34 2	8803 Decker Lane	A-B-	500	AST	BIODIESEL	< 1,000	24/7 Gated Entry COA vehicles only	Tankwagon
35.1	8989 Research Blvd.	A-B-	500	AST	UNLEADED	< 1,000	24/7 COA emergency vehicles only	Tankwagon
35 2	8989 Research Blvd.	A-B-	500	AST	BIODIESEL	< 1,000	24/7 COA emergency vehicles only	Tankwagon
36.1	901 Koenig Ln.	U-T	10,000	UST	E85	6,000 +	24/7	Transport
36 2	901 Koenig Ln.	U-T	10,000	UST	DIESEL	6,000 +	24/7	Transport
37.1	9409 Bluegrass Drive	U-B-	1,000	UST	BIODIESEL	1,000-5,999	24/7 COA emergency vehicles only	Tankwagon
38.1	9421 Spectrum Drive	A-B-	1,000	AST	UNLEADED	1,000-5,999	24/7 COA emergency vehicles only	Tankwagon
38 2	9421 Spectrum Drive	A-B-	1,000	AST	BIODIESEL	1,000-5,999	24/7 COA emergency vehicles only	Tankwagon
39.1	1182 Hargrave	A-B-	1,000	AST	DEF	1,000-5,999	24/7 COA emergency vehicles only	Tankwagon

ATTACHMENT B

MOTOR FUEL TRANSPORT AND DELIVERY REQUIREMENTS FOR CITY OF AUSTIN ABOVE-AND BELOW-GROUND STORAGE TANKS

The Contractor shall follow the procedures described below when delivering motor fuels to all City of Austin ("City") above- and under-ground storage tanks ("tanks") in addition to all applicable federal, state and local regulations. If the Contractor has any questions, they should contact Fleet Fuel Operations.

Contractor shall confirm that all transport and bobtail trucks are properly sized and equipped for delivery locations; that the proper fuel types and quantities match the order and location; that all Contractor's measuring, safety and operation devices as well as City's tanks are functioning correctly; that all paperwork required by the City is properly completed; and delivery can be made in a safe and timely manner.

In the event of an incident (spill, leak, fire, emergency or other situation), Contractor shall follow its City-approved Response Plan and contact Fleet Fuel Operations immediately. If there is an immediate danger to human health or property, the Contractor shall call 911

1.0 TANK LOCATIONS

- 1.1 The City has a variety of tanks in many different types of locations (e.g., service centers, fire stations, etc.) and the following guide will help identify what type of fuel vehicles and equipment are needed.
 - 1.1.1 A Above-Ground Tank
 - 1.1.2 U = Under-Ground Tank
 - 1.1.3 B = Bobtail (less than 4,000 gallon capacity)
 - 1.1.4 T = Transport (greater than 4,000 gallon capacity)
 - 1.1.5 P = Pump (necessary to deliver fuel into tank)
- 1.2 A list of all City tank sites is attached with the above-referenced notations for each site. Two examples are:
 - 1.2.1 a 10,000 gallon above-ground tank with proper clearance for a large transport:
Designated as A-T-P
 - 1.2.2 a 1,000 gallon under-ground tank with no clearance for large transport:
Designated as U-B
- 1.3 This list is subject to change; therefore Contractor should ensure that they have the most current version. The Contractor is responsible for ensuring that they have the right equipment and should not rely on this guide when determining what is needed to transport and deliver fuel.

ATTACHMENT B

MOTOR FUEL TRANSPORT AND DELIVERY REQUIREMENTS FOR CITY OF AUSTIN ABOVE-AND BELOW-GROUND STORAGE TANKS

2.0 BEFORE FUEL UNLOADING:

- 2.1 Upon arrival, the Contractor (typically the transport driver) shall check in at the fuel site's office to notify City personnel of their arrival. **Driver shall have a company provided photo identification badge displayed at all time while on City property.**
- 2.2 City personnel will observe fuel transfer process. If no City personnel are present at the time of delivery, the Driver shall contact Fleet Fuel Operations for further directions.
- 2.3 Driver shall turn off all wireless devices (cell phones, pagers, radios, etc.) and the truck (unless engine needed to power pump). Driver shall ensure that any other ignition sources are kept away from the fueling area during fuel unloading.
- 2.4 To prevent cross-contamination of fuels and/or unmetered product from being delivered, Driver shall ensure that fuel transfer hoses have been purged of product before each delivery.
- 2.5 Driver shall set containment booms, supplied by the Contractor, in a manner to contain a potential spill (refer to Contractor's City-approved Response Plan for proper spill containment procedures).
- 2.6 Driver shall verify fuel type for each tank and unlock tank fill ports and sticking ports, where applicable.
- 2.7 The Driver shall take a manual stick reading to determine the current level of the tank and shall record "before" stick reading (inches and gallons using City approved tank chart) on delivery manifest.
- 2.8 The Driver shall compare the level of the tank with the ordered amount of fuel to verify that sufficient volume (ullage) is available in the tank. The tanks shall be filled to 90% capacity whenever possible.
- 2.9 If the total amount ordered exceeds 90% of the tank capacity, the Driver will decrease the amount of fuel to be transferred into the tank. This will ensure that the tanks are not overfilled. Note: Any amount over 90% is considered by the City as overfilled.

3.0 FUEL UNLOADING:

- 3.1 The Driver shall ensure that all fittings and hoses are properly connected (with gasketed tight-fit connections). Where applicable, Stage I hose connections shall be used during delivery.
- 3.2 The Driver shall remain with the truck during the fuel transfer.
- 3.3 The Driver shall monitor the truck, pumps and receiving tank (listen for high-level audible or visual alarms). In the event of an overfill alarm, driver shall immediately shut off all valves and pumps on delivery truck.
- 3.4 Driver shall remove and dispose of all spills (including those into spill containers) that occur during fuel delivery. Driver shall follow its City-approved Response Plan in the event of a spill.

ATTACHMENT B

MOTOR FUEL TRANSPORT AND DELIVERY REQUIREMENTS FOR CITY OF AUSTIN ABOVE-AND BELOW-GROUND STORAGE TANKS

- 3.5 Driver shall report any significant incidents, spills or violations of City procedures to Fleet Fuel Operations within one (1) hour of the incident.
- 4.0 AFTER FUEL UNLOADING:**
- 4.1 To prevent cross-contamination and/or unmetered product from being delivered, Driver shall purge all residual fuel from transfer hose into City tank.
- 4.2 Any fuel remaining in a spill bucket shall be drained into the City tank. Driver shall utilize absorbent pads to ensure all residual fuel has been removed from spill bucket. The Driver shall be responsible for the proper disposal of used absorbent pads.
- 4.3 The Driver shall wait a minimum of five minutes after the fuel transfer is complete before taking a manual stick reading of the tank. Driver shall record "after" stick reading (inches and gallons using City-approved tank chart) on delivery manifest. If the stick reading measures greater than 95% of tank capacity, notify Fleet Fuel Operations immediately.
- 4.4 Driver shall close and lock all tank fill ports and sticking ports.
- 4.5 City Personnel shall sign, print name and telephone number on the meter ticket and manifest acknowledging the fuel delivery. Driver will sign and provide City with copy of paperwork.
- 4.6 Accuracy of the fuel delivery will be verified by Fleet Services during a routine fuel-inventory reconciliation process.
- 4.7 Should City personnel observe any incidents of the Driver not conforming to City's procedures:
- 4.7.1 Within one (1) hour of the incident, City personnel shall report incident to Fleet Fuel Operations.
- 4.7.2 After receiving the report, the Fleet Fuel Operations shall provide Contractor with a written incident report. This report shall be provided within five (5) business days of the incident.
- 4.7.3 Contractor shall respond within five (5) business days of receiving the incident report. Their response shall include a plan for corrective action if the situation has not already been resolved to the satisfaction of the City. If necessary, a meeting or conference call will be held to review and agree upon the corrective action.

**CITY OF AUSTIN
ATTACHMENT C - OPIS REPORT SAMPLE**

DATE	UNL	BOBTAIL DIFF .2019	BOBTAIL PRICE UNLEAD	0.0291	TRANS PRICE UNLEAD	LSD	BOBTAIL DIFF .2019	BOBTAIL PRICE ORYXE DSL	TRANSP DIFF .0291	TRANS PRICE ORYXE DSL	DALLAS METRO DAILY - B20	BOBTAIL DIFF .2001	BOBTAIL PRICE ORYXE DSL	TRANSP DIFF .0892	TRANS PRICE ORYXE DSL	DALLAS METRO DAILY - B20 with additive	BOBTAIL DIFF .2496	BOBTAIL PRICE ORYXE DSL	TRANSP DIFF .1387	TRANS PRICE ORYXE DSL	E-75	BOBTAIL DIFF .1995	BOBTAIL PRICE UNLEAD	TRANSP DIFF .0291	TRANS PRICE UNLEAD
9/1/2018	2.053	0.2019	2.2549	0.0291	2.0821	2.289	0.2019	2.4909	0.0291	2.3181	2.5516	0.2001	2.7517	0.0892	2.6408	2.5516	0.2496	2.8012	0.1387	2.6903	1.499	0.1995	1.6985	0.0291	1.5281
9/2/2018	2.053	0.2019	2.2549	0.0291	2.0821	2.289	0.2019	2.4909	0.0291	2.3181	2.5516	0.2001	2.7517	0.0892	2.6408	2.5516	0.2496	2.8012	0.1387	2.6903	1.499	0.1995	1.6985	0.0291	1.5281
9/3/2018	2.053	0.2019	2.2549	0.0291	2.0821	2.289	0.2019	2.4909	0.0291	2.3181	2.5516	0.2001	2.7517	0.0892	2.6408	2.5516	0.2496	2.8012	0.1387	2.6903	1.499	0.1995	1.6985	0.0291	1.5281
9/4/2018	2.053	0.2019	2.2549	0.0291	2.0821	2.289	0.2019	2.4909	0.0291	2.3181	2.5522	0.2001	2.7523	0.0892	2.6414	2.5522	0.2496	2.8018	0.1387	2.6909	1.499	0.1995	1.6985	0.0291	1.5281
9/5/2018	2.053	0.2019	2.2549	0.0291	2.0821	2.3018	0.2019	2.5037	0.0291	2.3309	2.5676	0.2001	2.7677	0.0892	2.6568	2.5676	0.2496	2.8172	0.1387	2.7063	1.499	0.1995	1.6985	0.0291	1.5281
9/6/2018	2.033	0.2019	2.2349	0.0291	2.0621	2.2823	0.2019	2.4842	0.0291	2.3114	2.5476	0.2001	2.7477	0.0892	2.6368	2.5476	0.2496	2.7972	0.1387	2.6863	1.499	0.1995	1.6985	0.0291	1.5281
9/7/2018	2.023	0.2019	2.2249	0.0291	2.0521	2.2684	0.2019	2.4703	0.0291	2.2975	2.514	0.2001	2.7141	0.0892	2.6032	2.514	0.2496	2.7636	0.1387	2.6527	1.4822	0.1995	1.6817	0.0291	1.5113
9/8/2018	2.0422	0.2019	2.2441	0.0291	2.0713	2.2905	0.2019	2.4924	0.0291	2.3196	2.5239	0.2001	2.724	0.0892	2.6131	2.5239	0.2496	2.7735	0.1387	2.6626	1.4912	0.1995	1.6907	0.0291	1.5203
9/9/2018	2.0422	0.2019	2.2441	0.0291	2.0713	2.2905	0.2019	2.4924	0.0291	2.3196	2.5239	0.2001	2.724	0.0892	2.6131	2.5239	0.2496	2.7735	0.1387	2.6626	1.4912	0.1995	1.6907	0.0291	1.5203
9/10/2018	2.0422	0.2019	2.2441	0.0291	2.0713	2.2905	0.2019	2.4924	0.0291	2.3196	2.5239	0.2001	2.724	0.0892	2.6131	2.5239	0.2496	2.7735	0.1387	2.6626	1.4912	0.1995	1.6907	0.0291	1.5203
9/11/2018	2.033	0.2019	2.2349	0.0291	2.0621	2.2865	0.2019	2.4884	0.0291	2.3156	2.5244	0.2001	2.7245	0.0892	2.6136	2.5244	0.2496	2.774	0.1387	2.6631	1.4834	0.1995	1.6829	0.0291	1.5125
9/12/2018	2.083	0.2019	2.2849	0.0291	2.1121	2.3183	0.2019	2.5202	0.0291	2.3474	2.5538	0.2001	2.7539	0.0892	2.643	2.5538	0.2496	2.8034	0.1387	2.6925	1.499	0.1995	1.6985	0.0291	1.5281
9/13/2018	2.103	0.2019	2.3049	0.0291	2.1321	2.322	0.2019	2.5239	0.0291	2.3511	2.5607	0.2001	2.7608	0.0892	2.6499	2.5607	0.2496	2.8103	0.1387	2.6994	1.489	0.1995	1.6885	0.0291	1.5181
9/14/2018	2.083	0.2019	2.2849	0.0291	2.1121	2.29	0.2019	2.4919	0.0291	2.3191	2.5282	0.2001	2.7283	0.0892	2.6174	2.5282	0.2496	2.7778	0.1387	2.6669	1.479	0.1995	1.6785	0.0291	1.5081
9/15/2018	2.0555	0.2019	2.2574	0.0291	2.0846	2.2665	0.2019	2.4684	0.0291	2.2956	2.5169	0.2001	2.717	0.0892	2.6061	2.5169	0.2496	2.7665	0.1387	2.6556	1.479	0.1995	1.6785	0.0291	1.5081
9/16/2018	2.0555	0.2019	2.2574	0.0291	2.0846	2.2665	0.2019	2.4684	0.0291	2.2956	2.5169	0.2001	2.717	0.0892	2.6061	2.5169	0.2496	2.7665	0.1387	2.6556	1.479	0.1995	1.6785	0.0291	1.5081
9/17/2018	2.0555	0.2019	2.2574	0.0291	2.0846	2.2665	0.2019	2.4684	0.0291	2.2956	2.5169	0.2001	2.717	0.0892	2.6061	2.5169	0.2496	2.7665	0.1387	2.6556	1.479	0.1995	1.6785	0.0291	1.5081
9/18/2018	2.0555	0.2019	2.2574	0.0291	2.0846	2.264	0.2019	2.4659	0.0291	2.2931	2.5139	0.2001	2.714	0.0892	2.6031	2.5139	0.2496	2.7635	0.1387	2.6526	1.479	0.1995	1.6785	0.0291	1.5081
9/19/2018		0.2019		0.0291			0.2019		0.0291			0.2001		0.0892			0.2496		0.1387			0.1995		0.0291	
9/20/2018		0.2019		0.0291			0.2019		0.0291			0.2001		0.0892			0.2496		0.1387			0.1995		0.0291	
9/21/2018		0.2019		0.0291			0.2019		0.0291			0.2001		0.0892			0.2496		0.1387			0.1995		0.0291	
9/22/2018		0.2019		0.0291			0.2019		0.0291			0.2001		0.0892			0.2496		0.1387			0.1995		0.0291	
9/23/2018		0.2019		0.0291			0.2019		0.0291			0.2001		0.0892			0.2496		0.1387			0.1995		0.0291	
9/24/2018		0.2019		0.0291			0.2019		0.0291			0.2001		0.0892			0.2496		0.1387			0.1995		0.0291	
9/25/2018		0.2019		0.0291			0.2019		0.0291			0.2001		0.0892			0.2496		0.1387			0.1995		0.0291	
9/26/2018		0.2019		0.0291			0.2019		0.0291			0.2001		0.0892			0.2496		0.1387			0.1995		0.0291	
9/27/2018		0.2019		0.0291			0.2019		0.0291			0.2001		0.0892			0.2496		0.1387			0.1995		0.0291	
9/28/2018		0.2019		0.0291			0.2019		0.0291			0.2001		0.0892			0.2496		0.1387			0.1995		0.0291	
9/29/2018		0.2019		0.0291			0.2019		0.0291			0.2001		0.0892			0.2496		0.1387			0.1995		0.0291	
9/30/2018		0.2019		0.0291			0.2019		0.0291			0.2001		0.0892			0.2496		0.1387			0.1995		0.0291	

*Bobtail is less than 6000 gallons

LOCATION	ADDRESS	CITY	ST	ZIP	FUEL PRODUCT	GALLON ISSUED	TANK SIZE	APPROX # ANNUAL DELIVERIES
ABIA 1	3819 Bergstrom Drive	Austin	TX	78719	UNLEADED (10% ETHANOL)	49,373	1,000	99
ABIA 2	2718 Spirit of Texas Drive	Austin	TX	78719	UNLEADED (10% ETHANOL)	36,097	1,000	72
AF08	8989 Research Blvd.	Austin	TX	78758	UNLEADED (10% ETHANOL)	57,050	2,000	41
AF17	4128 S. 1st Street	Austin	TX	78745	UNLEADED (10% ETHANOL)	22,863	1,000	46
AF31	5507 FM2222	Austin	TX	78731	UNLEADED (10% ETHANOL)	7,703	1,000	15
AF34	10041 Lakecreek Pkwy	Austin	TX	78729	UNLEADED (10% ETHANOL)	38,509	500	154
AF35	5500 Burleson Road	Austin	TX	78744	UNLEADED (10% ETHANOL)	4,173	500	17
AF37	8700 State Hwy 71	Austin	TX	78735	UNLEADED (10% ETHANOL)	18,740	500	75
AF39	7701 River Place	Austin	TX	78726	UNLEADED (10% ETHANOL)	6,714	500	27
AF40	12711 Harris Glen	Austin	TX	78753	UNLEADED (10% ETHANOL)	26,776	500	107
AF42	2454 Cardinal Loop	Austin	TX	78617	UNLEADED (10% ETHANOL)	17,710	500	71
AF43	11401 Escarpment Blvd	Austin	TX	78739	UNLEADED (10% ETHANOL)	24,172	500	97
AF44	11612 Four Iron Drive	Austin	TX	78750	UNLEADED (10% ETHANOL)	15,365	500	61
AF45	9421 Spectrum Drive	Austin	TX	78717	UNLEADED (10% ETHANOL)	26,876	1,000	54
AFSL	4800 Shaw Lane	Austin	TX	78744	UNLEADED (10% ETHANOL)	19,448	500	78
FS08	2525 S. Lakeshore Dr.	Austin	TX	78741	UNLEADED (10% ETHANOL)	148,928	6,000	35
FS11	3616 S. 1st Street	Austin	TX	78704	UNLEADED (10% ETHANOL)	134,348	12,000	16
FSDP	8803 Decker Lane	Austin	TX	78724	UNLEADED (10% ETHANOL)	22,449	500	90
PS02	1706 City Park Road	Austin	TX	78730	UNLEADED (10% ETHANOL)	3,746	500	15
PS03	811 East 41st Street	Austin	TX	78751	UNLEADED (10% ETHANOL)	188	500	1
PS04	2600 Jimmy Clay Drive	Austin	TX	78744	UNLEADED (10% ETHANOL)	5,202	500	21
PS05	2910 Enfield Road	Austin	TX	78703	UNLEADED (10% ETHANOL)	1,197	500	5
PS06	4300 Manor Road	Austin	TX	78723	UNLEADED (10% ETHANOL)	1,313	500	5
PS08	2101 Barton Springs Road	Austin	TX	78746	UNLEADED (10% ETHANOL)	4,234	500	17
SC01	6302 Harold Court	Austin	TX	78721	UNLEADED (10% ETHANOL)	176,775	15,000	17
SC05	714 E. 8th Street	Austin	TX	78701	UNLEADED (10% ETHANOL)	208,616	10,000	75
SC08	4411 Meinardus Drive	Austin	TX	78744	UNLEADED (10% ETHANOL)	185,943	12,000	22
UNLEADED (10% ETHANOL) Total						1,264,508		1,332
ABIA 1	3819 Bergstrom Drive	Austin	TX	78719	LOW CLOUD POINT B20 BIODIESEL	46,727	1,000	93
AF08	8989 Research Blvd.	Austin	TX	78758	LOW CLOUD POINT B20 BIODIESEL	28,529	1,000	57
AF17	4128 S. 1st Street	Austin	TX	78745	LOW CLOUD POINT B20 BIODIESEL	34,798	1,000	70
AF23	1330 E. Rundberg Lane	Austin	TX	78753	LOW CLOUD POINT B20 BIODIESEL	22,979	1,000	46
AF28	2410 W. Parmer Lane	Austin	TX	78727	LOW CLOUD POINT B20 BIODIESEL	10,633	1,000	21
AF29	3625 Davis Lane	Austin	TX	78749	LOW CLOUD POINT B20 BIODIESEL	17,772	1,000	36
AF30	1101 W. Braker Lane	Austin	TX	78758	LOW CLOUD POINT B20 BIODIESEL	17,684	1,000	35
AF31	5507 FM2222	Austin	TX	78731	LOW CLOUD POINT B20 BIODIESEL	12,988	1,000	26
AF32	2804 Montebello	Austin	TX	78746	LOW CLOUD POINT B20 BIODIESEL	19,266	1,000	39
AF33	9409 Bluegrass Drive	Austin	TX	78759	LOW CLOUD POINT B20 BIODIESEL	3,737	1,000	7
AF34	10041 Lakecreek Pkwy	Austin	TX	78729	LOW CLOUD POINT B20 BIODIESEL	7,189	500	29
AF35	5500 Burleson Road	Austin	TX	78744	LOW CLOUD POINT B20 BIODIESEL	11,479	500	46
AF36	400 Ralph Ablanedo	Austin	TX	78748	LOW CLOUD POINT B20 BIODIESEL	23,436	1,000	47
AF37	8700 State Hwy 71	Austin	TX	78735	LOW CLOUD POINT B20 BIODIESEL	21,015	500	84
AF38	10111 Anderson Mill Rd.	Austin	TX	78750	LOW CLOUD POINT B20 BIODIESEL	19,971	500	80
AF39	7701 River Place	Austin	TX	78726	LOW CLOUD POINT B20 BIODIESEL	12,831	500	51
AF40	12711 Harris Glen	Austin	TX	78753	LOW CLOUD POINT B20 BIODIESEL	27,550	500	110
AF42	2454 Cardinal Loop	Austin	TX	78617	LOW CLOUD POINT B20 BIODIESEL	31,579	500	126
AF43	11401 Escarpment Blvd	Austin	TX	78739	LOW CLOUD POINT B20 BIODIESEL	10,506	500	42
AF44	11612 Four Iron Drive	Austin	TX	78750	LOW CLOUD POINT B20 BIODIESEL	20,927	500	84
AF45	9421 Spectrum Drive	Austin	TX	78717	LOW CLOUD POINT B20 BIODIESEL	12,971	1,000	26
AFSL	4800 Shaw Lane	Austin	TX	78744	LOW CLOUD POINT B20 BIODIESEL	14,117	500	56
FS08	2525 S. Lakeshore Dr.	Austin	TX	78741	LOW CLOUD POINT B20 BIODIESEL	78,963	6,000	26
FS11	3616 S. 1st Street	Austin	TX	78704	LOW CLOUD POINT B20 BIODIESEL	56,602	12,000	7
FS20	4108 Todd Lane	Austin	TX	78744	LOW CLOUD POINT B20 BIODIESEL	670,148	12,000 x 2	80
FSDP	8803 Decker Lane	Austin	TX	78724	LOW CLOUD POINT B20 BIODIESEL	12,132	500	49
PS02	1706 City Park Road	Austin	TX	78730	LOW CLOUD POINT B20 BIODIESEL	575	500	2
PS03	811 East 41st Street	Austin	TX	78751	LOW CLOUD POINT B20 BIODIESEL	1,791	500	7
PS04	2600 Jimmy Clay Drive	Austin	TX	78744	LOW CLOUD POINT B20 BIODIESEL	9,106	500	36
PS05	2910 Enfield Road	Austin	TX	78703	LOW CLOUD POINT B20 BIODIESEL	1,941	500	8
PS06	4300 Manor Road	Austin	TX	78723	LOW CLOUD POINT B20 BIODIESEL	3,335	500	13
PS08	2101 Barton Springs Road	Austin	TX	78746	LOW CLOUD POINT B20 BIODIESEL	2,664	500	11
SC01	6302 Harold Court	Austin	TX	78721	LOW CLOUD POINT B20 BIODIESEL	439,409	15,000	42
SC05	714 E. 8th Street	Austin	TX	78701	LOW CLOUD POINT B20 BIODIESEL	115,758	10,000	52
SC08	4411 Meinardus Drive	Austin	TX	78744	LOW CLOUD POINT B20 BIODIESEL	493,743	12,000	59
SC13	2412 Kramer Lane	Austin	TX	78758	LOW CLOUD POINT B20 BIODIESEL	195,030	12,000	23
LOW CLOUD POINT B20 BIODIESEL Total						2,509,878		1,627
FS10	901 Koenig Ln.	Austin	TX	78758	CLEAR DIESEL	292,089	10,000	55
CLEAR DIESEL Total						292,089		55
ABIA 2	2718 Spirit of Texas Drive	Austin	TX	78719	E85	29,719	1,000	59
AF38	10111 Anderson Mill Rd.	Austin	TX	78750	E85	15,230	500	61
FS10	901 Koenig Ln.	Austin	TX	78758	E85	134,721	10,000	30
SC05	714 E. 8th Street	Austin	TX	78701	E85	354,614	10,000	104
SC08	4411 Meinardus Drive	Austin	TX	78744	E85	158,662	6,000	38
SC13	2412 Kramer Lane	Austin	TX	78758	E85	315,474	12,000	38
E85 Total						1,008,421		330
Grand Total						5,074,896		3,343



**ADDENDUM
CITY OF AUSTIN, TEXAS
INVITATION FOR BIDS
BULK FUEL & FUEL RELATED PRODUCTS & SERVICES**

Solicitation: IFB 7800 MMO1005REBID

Addendum No: 1

Date of Addendum: June 14, 2019

This addendum is to incorporate the following changes to the above referenced solicitation:

1. Questions and Answers:

- (Q1) What is the name of the current incumbent?
(A1) *The City currently has a contract for fuel and fuel-related products and services with Sun Coast Resources, Inc.*
- (Q2) Will the City provide a copy of the current contract?
(A2) *The City's contract catalog allows public access to City contracts. You can browse the Contract Catalog on our Austin Finance Online website at: https://www.austintexas.gov/financeonline/contract_catalog/index.cfm. From there you can enter a search by vendor or key word to find contract information including contract documents and additional contract information.*
- (Q3) Will the City provide the bid tabulation of the last award?
(A3) *There is no bid tabulation available for the last award. The current contract was sourced via a Request for Proposals (RFP) process, and therefore the award was based on multiple criteria, not just price. The Evaluation Matrix from RFP 7800 SMW0118 is attached to this addendum.*
- (Q4) Who is the contracting entity?
(A4) *The City of Austin is the contracting entity.*
- (Q5) What are your payment terms? Are they net 30?
(A5) *Payment terms are outlined in the Solicitation's Section 0300 – Standard Purchase Terms and Conditions, paragraphs 12 and 13. Per paragraph 13.A of the Solicitation's Section 0300, "All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later." Further detail on terms related to invoices and payments is outlined in paragraph 8 of the Solicitation's Section 0400 – Supplemental Purchase Provisions.*
- (Q6) What is the payment dispute resolution provision in the event that the agency is the cause?
(A6) *Please reference the Solicitation's Section 0300 – Standard Purchase Terms and Conditions paragraphs related to payment terms (paragraphs 12 and 13) as well as paragraph 48, which pertains to dispute resolution.*
- (Q7) What is the estimated start date of the contract?
(A7) *The City anticipates establishing a contract effective date coinciding with or prior to the end of the current contract for Bulk Motor Fuels, which expires on February 28, 2020.*
- (Q8) What is your termination clause? Is termination at the sole discretion of the City or by mutual agreement between both parties?
(A8) *Termination for Cause and Termination Without Cause clauses are outlined in the Solicitation's Section 0300 – Standard Purchase Terms and Conditions.*
- (Q9) Is the City exempt from any taxes? What is the tax ID number?

- (A9) *Per the Solicitation's Section 0300 – Standard Purchase Terms and Conditions, paragraph 12.E, "The City is exempt from Federal excise taxes, State taxes, or City sales taxes. The City will furnish a tax exemption certificate upon request." The City's Tax ID number is 74-6000085.*
- (Q10) What is the award method for this solicitation?
- (A10) *Per the Solicitation's Section 0200 – Solicitation Instructions V2 June 26, 2018, paragraph 12.B, "Invitations for Bids will be awarded to the Lowest Responsible Offeror." Definitions for these terms can be located in the Solicitation's Section 0100 – Standard Purchase Definitions.*
- (Q11) When is the estimated award date?
- (A11) *The City anticipates submitting a Request for Council Authorization (RCA) to award the contract in October 2019.*
- (Q12) Why is this a rebid?
- (A12) *The original solicitation could not be awarded; therefore, the City has issued a rebid.*
- (Q13) Is there a listing of fuel jobbers that are woman-owned or minority-owned or any other that would fit that description that are in the Austin area?
- (A13) *The City's Small and Minority Business Resources department can make available a list of any available certified Minority and/or Women-Owned businesses to contact. Please call 512-974-7600 or email smbmr@austintexas.gov. Additionally, note that this resource is available to assist with requirements for subcontracting as outlined in the Solicitation's Sections 0900 and 0905.*

2. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

This Addendum is hereby incorporated into and made a part of the above-referenced Solicitation.

ACKNOWLEDGED BY:

Liz McKinley
Name

[Signature]
Authorized Signature

6/28/19
Date

RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your response.
Failure to do so may constitute grounds for rejection.



**ADDENDUM
CITY OF AUSTIN, TEXAS
INVITATION FOR BIDS
BULK FUEL & FUEL RELATED PRODUCTS & SERVICES**

Solicitation: IFB 7800 MMO1005REBID

Addendum No: 2

Date of Addendum: June 21, 2019

This addendum is to incorporate the following changes to the above referenced solicitation:

1. Changes to the Solicitation due dates as follows:

1.1 BID DUE PRIOR TO time and date is changed to July 2, 2019 at 2:00 PM (CST)

1.2 BID OPENING TIME AND DATE is changed to July 2, 2019 at 3:00 PM (CST)

2. Questions and Answers:

(Q1) Will the City provide a copy of a recent invoice for the products in the solicitation?

(A1) Yes. A recent invoice for fuel is attached to this addendum.

(Q2) In the Solicitation's Attachment D – Fuel Use by Location for Calendar Year 2018, the locations are referenced, but there are not addresses for those locations. Please provide an address for the locations.

(A2) Attachment D – Fuel Use by Location for Calendar Year 2018 has been replaced in its entirety with Attachment D V2 dated 06/18/19. Location addresses have been included in the updated version.

3. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

This Addendum is hereby incorporated into and made a part of the above-referenced Solicitation.

ACKNOWLEDGED BY:

Liz McKinley
Name

[Signature]
Authorized Signature

6/28/19
Date

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**ADDENDUM
CITY OF AUSTIN, TEXAS
INVITATION FOR BIDS
BULK FUEL & FUEL RELATED PRODUCTS & SERVICES**

Solicitation: IFB 7800 MMO1005REBID

Addendum No: 3

Date of Addendum: June 25, 2019

This addendum is to incorporate the following changes to the above referenced solicitation:

1. Questions and Answers:

- (Q1) Does the City have a minimum order quantity for transport loads?
(A1) *Per the Solicitation's Section 0500 – Scope of Services, paragraph 6.2.8, "The delivery of any combination of 4,000 gallons or more of any fuel type to a single fuel site by the same delivery truck shall be considered a transport load." Generally, the City aims to order between 6,500 gallons and 8,000 gallons for a transport load.*
- (Q2) Does the City have a minimum order quantity for bobtail?
(A2) *There is no minimum order quantity for a bobtail load, though the City aims to not order less than 250 gallons per delivery for a bobtail load.*
- (Q3) Are any sites inventory managed by the vendor under the current contract? If yes, which sites are inventory managed by the City's current vendor?
(A3) *No sites have inventory managed by the current vendor for fuel.*
- (Q4) Would the City of Austin allow for sites to be inventory managed for supply and logistics optimization?
(A4) *The City does not wish to have a vendor manage fuel inventory at this time. The City monitors fuel levels daily and places orders in a timely manner to manage fuel inventory.*

2. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

This Addendum is hereby incorporated into and made a part of the above-referenced Solicitation.

ACKNOWLEDGED BY:

Liz McKinley
Name

[Signature]
Authorized Signature

6/28/19
Date

RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your response.
Failure to do so may constitute grounds for rejection.



**ADDENDUM
CITY OF AUSTIN, TEXAS
INVITATION FOR BIDS
BULK FUEL & FUEL RELATED PRODUCTS & SERVICES**

Solicitation: IFB 7800 MMO1005REBID

Addendum No: 4

Date of Addendum: June 28, 2019

This addendum is to incorporate the following changes to the above referenced solicitation:

1. Changes:

1.1 The Solicitation's Section 0400 – Supplemental Purchase Provisions has been replaced in its entirety by Section 0400 – Supplemental Purchase Provisions Version 2.0 – June 14, 2019. The specific changes to the document are outlined below.

1.1.1 Paragraph 8.E is hereby revised with the following changes:

"The Contractor agrees to accept payment by ~~credit card~~, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. ~~The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.~~"

2. Changes to the Solicitation due dates as follows:

2.1 BID DUE PRIOR TO time and date is changed to July 9, 2019 at 2:00 PM (CST)

2.2 BID OPENING TIME AND DATE is changed to July 9, 2019 at 3:00 PM (CST)

3. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

This Addendum is hereby incorporated into and made a part of the above-referenced Solicitation.

ACKNOWLEDGED BY:

Liz McKinley
Name

[Signature]
Authorized Signature

7/1/19
Date

RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your response.
Failure to do so may constitute grounds for rejection.





WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Pinnacle Petroleum, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

Certification Granted: March 10, 2003

Expiration Date: March 31, 2020

WBENC National Certification Number: 240301

WBENC National WBE Certification was processed and validated by
Women's Business Enterprise Council - West, a WBENC Regional Partner
Organization.

Pamela Williamson, Ph.D.

Authorized by Pamela Williamson, President & CEO
Women's Business Enterprise Council - West

Women's
Business Enterprise
Council WEST

NAICS: 424720, 324110, 324191, 424710

UNSPSC: 15000000, 15101505, 15101506, 15101513, 15101801, 25121501, 25121503, 78102101



Pinnacle Petroleum, Inc
16651 Gemini Lane
Huntington Beach, Ca 92647





Women Business Enterprise (WBE)
Pinnacle Petroleum, Inc.

Pinnacle Petroleum, Inc.

has filed with the Agency an Affidavit as defined by NCTRCA Women Business Enterprise (WBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 424720: PETROLEUM AND PETROLEUM PRODUCTS MERCHANT WHOLESALERS (EXCEPT BULK STATIONS AND TERMINALS)
NAICS 541611: ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES

This Certification commences September 27, 2018 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: September 30, 2020
Issued Date: September 27, 2018
CERTIFICATION NO. WFWB50289N0920



Ericia Mitchell

Certification Administrator



Pinnacle Petroleum, Inc
16651 Gemini Lane
Huntington Beach, Ca 92647



LOCAL BUSINESS PRESENCE FORM

(C1. Section 0650 Local Business Presence Form)

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBEWBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Not Applicable. Pinnacle Petroleum, Inc. is a Non-Resident Bidder	
Physical Address	16651 Gemini Lane, Huntington Beach, CA 92647	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<input checked="" type="checkbox"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	<input checked="" type="checkbox"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="checkbox"/> Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	Tex-Con Oil	
Physical Address	4906 Burleson Road, Austin, TX 78744	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="checkbox"/> Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	✓ Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Pinnacle Petroleum, Inc.
Huntington Beach, CA United States

Certificate Number:
2019-566491

Date Filed:
12/03/2019

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

MA 7800 GA200000009
Bulk Fuels

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Pinnacle Petroleum, Inc.	Huntington Beach, CA United	X	

5 Check only if there is NO Interested Party. ☐

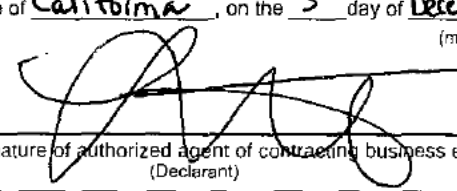
6 UNSWORN DECLARATION

My name is Liz McKinley, and my date of birth is [REDACTED]

My address is 16651 Gemini Lane, Huntington Beach, CA, 92647, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Orange County, State of California, on the 3 day of December, 20 19
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)