

CITY OF AUSTIN
PURCHASING OFFICE
STATEMENT OF WORK (RFP)
Bulk Motor Fuels and Fuel-Related Products & Services
SOLICITATION NUMBER: RFP SMW0118

1. PURPOSE

1.1 Purpose

The City of Austin (“City”) intends to establish a multi-jurisdictional fuel Contract to purchase Unleaded Gasoline, E-85, Diesel, Biodiesel, Fuel Additives, HD-5 Propane Motor Fuel (Propane), Diesel Exhaust Fluid (DEF), Transportation and Delivery Services, and Fuel Management Services for use by the City’s Fleet Services Department as well as any public entities in the Austin Metropolitan Statistical Area (Austin MSA). The Austin MSA is made up of Bastrop, Caldwell, Hays, Travis and Williamson Counties.

The City will be the primary procurement entity for the Contract and will make the resultant Contract from this solicitation available to interested public entities in the MSA (herein after referred to as “Interested Parties”). The City will manage the Contract and will have sole ability to alter or amend the Contract. Interested Parties will have the ability to utilize the services and pricing from the resultant Contract through the establishment of negotiated contract agreements made directly with awarded Contractor(s), and may require modification of terms and conditions to meet the respective entity’s ordinances, rules and regulations.

All contract transactions will occur directly between the Contractor(s) and each public entity (the City or Interested Parties) individually, and neither the City nor any Interested Party shall be liable for any acts, liabilities, damages, etc. incurred by any other entity.

The City reserves the right to award for some, none or all of the products and services in this solicitation, and reserves the right to award to one or multiple Contractors based on an assessment of needs and best value. The City may also choose to award to a Primary and a Secondary Contractor to provide the City with redundancy of supply should the Primary Contractor be unable to provide products and/or services in accordance with specifications of this Request for Proposal (RFP).

1.2 Interested Parties

The following Interested Parties have signed letters indicating interest in utilizing the resultant City Contract and their fuel volumes have been included as part of this RFP:

- Austin Independent School District (Austin ISD);
- Capital Metropolitan Transportation Authority (Capital Metro);
- Eanes Independent School District (Eanes ISD);
- Manor Independent School District (Manor ISD);
- Travis County; and,
- The University of Texas at Austin.

This list should not be considered a complete list of entities in the Austin MSA that may ultimately utilize this Contract. Rather, it should be used as an indicator of interest in the resulting Contract, and a representative sample of the type of agencies that may utilize this Contract. While all Interested Parties might not utilize this Contract, they are all eligible, and the number of entities utilizing the resulting Contract may grow throughout the term of any Contract resulting from this RFP.

2.0 Definitions

2.1 Definition of Terms

Term	Definition
Additive	Any substance that complies with EPA regulations and is compatible with the refiner's product that is added to fuel to give it a desired quality (e.g., anti-icing, anticorrosive).
Biocide	Chemical substance or microorganism which can deter, render harmless, or exert a controlling effect on any harmful organism by chemical or biological means.
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 what a transport load can carry.
Certificate of Analysis	A legal document ensuring compliance to the agreed upon fuel quality standard.
Cetane	Cetane (cetane number) is the measure of the detonation of Diesel Fuel. Cetane ignites very easily under compression and is assigned a cetane number of 100, and serves as a reference for other fuel mixtures.
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 four (4) hours after an order is placed.
Contamination	The act or an instance of fuel being made unusable because of an unwanted substance such as water, foreign particulate matter, biological growth, or wax formation in it.
Dry Run	The inability to unload fuel delivered to a location either due to ordering error, a lack of ability to take on fuel at the site, etc.
Octane	Octane (octane rating or octane number) is a standard measure of the performance of a motor fuel. The higher the octane number, the more compression the fuel can withstand before detonating. In broad terms, fuels with a higher octane rating are used in high-compression engines that generally have higher performance.
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 6,000 gallons or greater of Unleaded, E-85, Diesel, or Biodiesel or 9,000 gallons or greater for Propane.

2.2 Definition of Acronyms

Acronym	Meaning
API	American Petroleum Institute
AST	Aboveground 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-100	100% Biodiesel
BQ 9000	National Biodiesel Accreditation Program
COA	Certificate of Analysis
CDL	Commercial Driver's License
DEF	Diesel Exhaust Fluid
E-85	Ethanol fuel blend of 85% denatured ethanol fuel and unleaded gasoline.
EPA	United States Environmental Protection Agency
EST	Eastern Standard Time
FOB	Freight on Board
HD-5	Propane Motor Fuel
ISD	Independent School District
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
RFP	Request for Proposal
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. BACKGROUND

3.1 Background

In September 2011, the City began an effort to build a procurement consortium of public entities in the Austin MSA, and identified the procurement of bulk motor fuels as the initial procurement effort. With this goal in mind, the City completed a Mobility Fuel Consortium Study ("Study"), including the identification of potential regional public partners, and assessed current contracts, practices and resources toward the development of a go-to-market strategy, schedule and project charter for the procurement effort.

Upon completion of the Study, a workgroup of fleet and procurement management and staff from the City and each Interested Party was assembled and began efforts to define the scope and approach for a solicitation, resulting in a Procurement Model ("Model") in June 2012. This Model was used to scope and drive requirement gathering efforts with the workgroup that led to the development of this RFP.

3.2 Objective

The City wishes to contract with one or more Contractors whose proposals best meet the key objectives established in this section. In pursuing this RFP, the City seeks to accomplish the following objectives:

- Provide a comprehensive, competitively-solicited Contract for bulk motor fuels and fuel-related products and services for the entire fleet of City vehicles and equipment as well as to public entities in the Austin MSA;
- Combine the aggregate volumes of the City and Interested Parties to achieve cost-effective pricing;
- Allow for the broadest possible Contractor pool and transparency of pricing by segregating pricing elements; and,
- Achieve cost savings and economies of scale for Contractors and Interested Parties and other public entities in the Austin MSA through a single proposal process that will reduce the entity's need to develop, and Contractors' need to respond to, multiple solicitations.

3.3 Current Environment

The City anticipates purchasing an estimated five (5) million gallons of fuel(s) and/or fuel-related product(s) annually. In addition to these estimates, Interested Parties have indicated interest in utilizing the resulting Contract to purchase an aggregate of over seven (7) 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 by the Contractor as a commitment by the City or Interested Parties to purchase any amount or type of fuel(s) and/or fuel-related product(s). All quantities are estimates only and the City or Interested Parties shall not be obligated to purchase a minimum quantity of any fuel type. Quantities are not guaranteed. Table 1 provides an overview of the estimated number of purchases and gallons purchased for the various types of motor fuels and Table 2 provides an overview of the tanks by fuel type, including size, number of tanks and total gallon capacity for the City and all Interested Parties.

Table 1: Estimated Annual Purchases and Gallons Purchased for City of Austin and Interested Parties

Entity/Fuel Type	Estimated Annual Purchases	Estimated Annual Gallons Purchased
City of Austin		
LCP Biodiesel	2,000	2,400,000
Diesel	100	200,000
E-85	200	500,000
Unleaded	1,600	1,800,000
Propane	50	250,000
DEF	10	5,000
Travis County		
Diesel	60	250,000
Unleaded	165	900,000
Capital Metro		
Diesel	700	4,800,000
Unleaded	30	200,000
Austin ISD		
Diesel	130	1,000,000
Unleaded	10	30,000
Eanes ISD		
Diesel	NA	80,000
Unleaded	NA	20,000
Propane	NA	100,000
Manor ISD		
Diesel	NA	155,000
Unleaded	NA	20,000
Propane	NA	30,000
University of Texas, Austin		
Biodiesel	13	32,000
E-85	NA	53,000
Unleaded	26	131,000
Propane	NA	1,500

Table 2: Tanks by Fuel and Tank Size

Fuel Type/Tank Size	# of Tanks	Total Gallons
City of Austin		
UNLEADED	29	91,000
< 1,000	16	8,000
1,000-5,999	6	6,000
6,000 +	7	77,000
E-85	4	17,500
< 1,000	1	500
1,000-5,999	1	1,000
6,000 +	2	16,000
DIESEL	6	12,500
< 1,000	5	2,500
6,000 +	1	10,000
LCP BIODIESEL	33	109,000
< 1,000	14	7,000
1,000-5,999	11	11,000
6,000 +	8	91,000
PROPANE	6	44,000
1,000-5,999	4	8,000
6,000 +	2	36,000
DEF	5	5,000
1,000-5,999	5	5,000
Interested Parties		
UNLEADED	13	116,000
6,000 +	13	116,000
E-85	1	8,000
6,000 +	1	8,000
DIESEL	25	357,000
1,000-5,999	2	9,000
6,000 +	23	348,000
LCP BIODIESEL	2	10,000
6,000 +	2	10,000
PROPANE	2	13,000
1,000-5,999	1	1,000
6,000 +	1	12,000
Grand Total	126	783,000

4.0 SCOPE

This Solicitation is for the purchase of the following five (5) categories of products and/or services: 1) Motor Fuels (Unleaded, E-85, Diesel and Biodiesel) and Fuel Additives; 2) HD-5 Propane Motor Fuel; 3) Diesel Exhaust Fluid; 4) Fuel Transport and Delivery and 5) Fuel Management Services. **Contractors interested in responding to this RFP may provide a proposal for a single category, multiple categories or all of the categories of products and/or services in this Solicitation in accordance with requirements.**

4.1 CATEGORY 1: Motor Fuels and Fuel Additives

Contractor will be required to provide motor fuels and fuel additives listed below. Specifications for each motor fuel and fuel additive are detailed in Section 6 of this Statement of Work.

4.1.1 **Unleaded Gasoline Fuel and E-85**

Contractor will be required to provide Unleaded Gasoline and E 85 Fuel products in bulk quantities. Specifications for each Unleaded Gasoline and E 85 Fuel product are detailed in Section 6.1 of this Statement of Work.

4.1.2 **Diesel Fuel**

Contractor will be required to provide Diesel Fuel products in bulk quantities. Specifications for each Diesel Fuel product are detailed in Section 6.2 of this Statement of Work.

4.1.3 **Biodiesel Fuel**

Contractor will be required to provide Biodiesel Fuel products in bulk quantities. Specifications for each Biodiesel Fuel product are detailed in Section 6.2 of this Statement of Work.

4.1.4 **Fuel Additives**

Above and beyond the Fuel Additive products that are required to meet minimum specifications for motor fuels, Contractor will be required to identify and provide Fuel Additives that may be of interest to the City and Interested Parties. Requirements for Fuel Additives are detailed in Section 6.3 of this Statement of Work. **Only Contractors providing proposals for fuel in Category 1 may provide proposals for Fuel Additives.**

4.2 CATEGORY 2: HD-5 Propane Motor Fuel

Contractor will be required to provide HD-5 Propane Motor Fuel in bulk quantities. Specifications for Propane are detailed in Section 6.4 of this Statement of Work.

4.3 CATEGORY 3: Diesel Exhaust Fluid

Contractor will be required to provide DEF in both containerized and bulk quantities. Specifications for DEF are detailed in Section 6.5 of this Statement of Work.

4.4 CATEGORY 4: Transport and Delivery of Fuel and Fuel-Related Products

Contractor will be required to transport and deliver fuel(s) and/or fuel-related product(s) from the fuel supplier's rack/terminal or Contractor's storage location to delivery locations.

For contracting purposes the City seeks to contract for transportation and delivery services in conjunction with the fuel or fuel-related product(s) being delivered. As such, the following proposals for fuel and fuel-related product(s) transport and delivery will be considered:

- 4.4.1 Contractor supplying fuel and fuel-related product(s) and the transport and delivery of the fuel and fuel-related product(s).***
- 4.4.2 Contractor supplying fuel and fuel-related product(s) acting as a Prime Contractor partnering with Subcontractor(s) as the primary carrier for the transport and delivery of fuel and fuel-related product(s). Subcontractors shall meet the same requirements as the Primary Contractor, and the Primary Contractor shall be responsible for any and all actions of the Subcontractor. The Primary Contractor will also be responsible for all payments to all Subcontractors.***
- 4.4.3 Contractor providing transport and delivery of fuel and fuel-related product(s) acting as a Prime Contractor partnering with Subcontractor(s) as the primary supplier of fuel and fuel-related product(s). Subcontractors shall meet the same requirements as the Primary Contractor, and the Primary Contractor shall be responsible for any and all actions of the Subcontractor. The Primary Contractor will also be responsible for all payments to all Subcontractors.***
- 4.4.4 Other business arrangement between Primary Contractor and Subcontractor(s) supplying fuel and fuel-related product(s) and the transport and delivery of the fuel and fuel-related product(s) that is acceptable to the City and/or Interested Parties (e.g. Partnerships, Joint Venture, etc.).***

Requirements for transportation and delivery of fuels and fuel-related products are detailed in Section 7 of this Statement of Work.

4.5 CATEGORY 5: Fuel Management Services

Contractor shall propose fuel management service(s) that may be of interest to the City and Interested Parties. ***Contractor(s) may either provide these services in addition to the provision of fuel and fuel-related products, OR as an independent service if they do not provide fuel(s) and/or fuel-related product(s).*** Requirements for fuel management services are detailed in Section 6.6 of this Statement of Work.

5. CONTRACTOR RESPONSIBILITIES

5.1 Provision of Services

Contractor must be able to provide fuel and/or fuel-related products and/or services to the City and any Interested Parties in the Austin MSA, subject to terms and conditions in this Contract. Contractor must be an authorized fuel and fuel-related products and/or services Contractor and must have an operational facility regularly engaged in the business of providing fuel and fuel-related products and/or services for a minimum of five (5) years, and must have a facility with adequate space and equipped with supplies and equipment necessary to satisfy the requirements of the Contract.

The Contractor shall have transportation and/or service technicians, fully qualified to fulfill the duties under this 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.

5.2 Compliance with Applicable Law

Except to the extent that more explicit or more stringent requirements are included in the Contract documents, the Contractor shall 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 in scope for this RFP, including, but not limited to, those pertaining to health, safety, and environmental compliance and protection. Contractor will notify the City immediately of notice of any citation or violation, which Contractor may receive during the life of the Contract (see Paragraph G. in Section 0600).

Reference in this Contract to a statute, law, regulation, rule or ordinance does not relieve the Contractor or any Subcontractors from its obligation to know, understand and comply with any and all health, safety, environmental and other statutes, laws, regulations, rules, or ordinances which are applicable to performance of the Contract. (See Paragraph 11 in Section 0300).

All statutory and regulatory provisions currently in effect, or which may be subsequently revised or enacted and are then applicable to the performance of this Contract, are hereby incorporated by reference as additional terms of this Contract and shall be enforced as though the same were included specifically herein. The Contractor shall be responsible for determining for itself the laws, rules, ordinances, regulations, orders or other legal requirements imposed upon its activities hereunder.

If the Contractor observes that any contract documents or provisions are at variance with such laws, ordinances, rules, regulations, and/or orders in any respect, the Contractor shall notify the City in writing and any necessary changes will be made by appropriate modification to the Contract, if necessary. If Contractor performs any work to the contrary of such laws, rules, ordinances, regulations, and/or orders, the Contractor shall bear the full responsibility and cost attributable to such performance and shall indemnify and hold the City harmless from all resulting cost, loss, expense or liability.

5.3 Samples

Upon request of the City, the Contractor shall submit sample(s) of fuel(s) and/or fuel-related product(s) to be provided under the Contract upon request. This sample shall be up to one (1) gallon of the product requested and shall be provided within one (1) working day after request by the City. Samples will be provided at no cost to the City, will be retained by the City and may be used to verify compliance with Contract specifications. Samples will become the property of the City for disposition.

5.4 Quality and Testing

All motor fuel(s) and/or fuel-related product(s) delivered under this Contract will be free from contamination and of high quality, and will not contain any foreign substances or water, which may damage City vehicles and/or equipment or contaminate the City's storage tanks.

The City and/or its authorized representative(s) reserve the right to test fuel(s) and fuel-related product(s) quality, before, during and/or after unloading. All tests shall be made as per method(s) outlined by ASTM International (ASTM), unless otherwise specified. Should test results show that the fuel(s) and/or fuel-related product(s) contain contamination, or do not meet established specifications, the fuel and/or fuel-related products will be rejected, and the Contractor will reimburse the City for all testing and associated costs. In the event that the fuel(s) and/or fuel-related product(s) are rejected, the City reserves the right to purchase the fuel(s) and/or fuel-related product(s) from another source and charge the Contractor the difference. The Contractor shall be responsible for the removal of the fuel(s) and/or fuel-related product(s) from City property within twenty four (24) hours after requested to do so, should test results show that the fuel(s) and/or fuel-related product(s) contain any contaminants, or do not meet Contract specifications. Contractor is responsible for replacement of all contaminated and/or non-specification products at no expense to the City.

Contractor shall be responsible for all cleanup and associated costs required to all City property, storage facilities, equipment and/or vehicles as a result of contaminants and/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 and/or vehicles sustaining damage, which is attributed to Contractor activities and/or contaminated fuel(s).

5.5 Temperature Adjustment Formula / Chart

Immediately following contract award, Contractor shall provide the City with a Temperature Adjustment Formula or Chart (ASTM D1250) for use with inventory control variances. Contractor shall provide an updated document within ten (10) business days following any change in formula or chart during the life of the Contract.

5.6 Product Specification Sheets

Contractor shall ensure compliance with Contract specifications and shall provide detailed specification documents for all fuel(s) and/or fuel-related product(s) awarded the Contractor. Contractor shall provide updated specifications documents within ten (10) business days following a change in specifications during the life of the Contract. Where applicable, or upon request from the City, Contractor shall provide a Certificate of Analysis (COA) documenting compliance to Contract specifications. 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.

City reserves the right to accept or reject new specifications prior to delivery of any fuel(s) and/or fuel-related product(s).

5.7 Hazardous Materials

Upon award, and as required throughout the life of the Contract, Contractor shall furnish Material Safety Data Sheets (MSDS), Occupational Safety and Health Administration (OSHA) Form 20, 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 request.

5.8 Fuel Shortage and/or Catastrophic Contingency Plan

In the event of a fuel shortage and/or catastrophic conditions, the Contractor must be capable of providing fuel(s) and fuel-related product(s) to the City and all Interest Parties under this Contract. Entities utilizing this Contract are such that public safety might be jeopardized if fuel(s) and fuel-related product(s) are not delivered as ordered during fuel shortages and/or catastrophic conditions. Contractor agrees that delivery of fuel(s) and fuel-related product(s) covered by this Contract will be made in a priority manner to the City and Interested Parties to the exclusion of non-governmental agencies during times of shortages and/or catastrophes. Contractor shall provide an example of a Fuel Shortage and/or Catastrophic Contingency Plan ("Contingency Plan") as part of their Proposal. Within ten (10) business days after Contract execution, the Contractor shall meet with the City or Interested Party to develop a detailed Contingency Plan specific to the City or Interested Party. Contractor shall deliver the final, developed Contingency Plan to the City or Interested Party within thirty (30) days after Contract execution. The Contingency Plan and Emergency Plan (outlined below) may be developed and delivered as a single document.

5.9 Declared Emergency Fuel Purchase Plan

In the event that an emergency or disaster is declared by the City, according to applicable laws governing states of emergency and disasters, which requires the prompt and immediate delivery of products or services, such as staging of mobile fueling sites, the City reserves the right to obtain such fuel and fuel-related products or services from any source, including, but not limited to, this Contract, which will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for fuel and fuel-related products or services procured from other sources pursuant to this paragraph.

Contractor shall provide an example of a Declared Emergency Fuel Purchase Plan ("Emergency Plan") as part of their proposal. Within ten (10) business days after Contract execution, the Contractor shall meet with the City or Interested Party to develop a detailed Emergency Plan specific to the City or Interested Party. Contractor shall deliver the final, developed Emergency Plan to the City or Interested Party within thirty (30) days after Contract execution. The Emergency Plan and Contingency Plan (outlined above) may be developed and delivered as a single document.

6. FUEL SPECIFICATIONS

6.1 Unleaded and E85 Fuels

Unleaded and E85 fuels to be supplied by Contractor may include any of the following described unleaded fuels. All grades of gasoline furnished and delivered shall contain required rust inhibitors, oxidation inhibitors and detergent additives for use in, and recommended for, engines with fuel injector systems. The octane rating shall be determined by adding the research octane number (RON) and the motor octane number (MON), then dividing by two (2). It is not acceptable to mix or blend lower octane rated gasoline with higher octane rated gasoline to meet minimum standard requirements.

6.1.1 *Regular Unleaded Gasoline*

Regular Unleaded Gasoline, meeting ASTM D4814 Standard Specification for Automotive Spark Ignition Engine Fuel (most recent issue) with minimum octane rating of 87.

6.1.2 *Mid-range Unleaded Gasoline*

Mid-range Unleaded Gasoline, meeting ASTM D4814 Standard Specification for Automotive Spark Ignition Engine Fuel (most recent issue) with minimum octane rating of 89.

6.1.3 *Super Unleaded Gasoline*

Super Unleaded Gasoline, meeting ASTM D4814 Standard Specification for Automotive Spark Ignition Engine Fuel (most recent issue) with minimum octane rating of 93

6.1.4 *E-85 Gasoline*

E-85 Gasoline, meeting ASTM D5798 Standard Specification for Ethanol Fuel Blends for Flexible Fuel Automotive Spark Ignition Engines (most recent issue)

6.2 Diesel and Biodiesel Fuels

Diesel and Biodiesel fuels to be supplied by Contractors may include any of the following described 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 Contractors providing Biodiesel be BQ9000 certified.

6.2.1 *TxLED or TCEQ approved alternative*

TxLED or TCEQ approved alternative Diesel fuel formulation, meeting ASTM D975 Standard Specification for Diesel Fuel Oils (most recent issues) with the following additional requirements:

- a) Maximum aromatic hydrocarbon content of 10% by volume;
- b) Minimum Cetane number of 48; and,
- c) Sulfur content less than 15 parts per million.

6.2.2 B100 Biodiesel

B100 Biodiesel, meeting ASTM D6751 Standard Specification for Biodiesel Fuel Blend Stock (B100) for Middle Distillate Fuels (most recent issues).

6.2.3 Low Cloud Point (LCP) B100 Biodiesel

Low Cloud Point (LCP) B100 Biodiesel, meeting ASTM D6751 Standard Specification for Biodiesel Fuel Blend Stock (B100) for Middle Distillate Fuels (most recent issues) with the following additional requirements:

- a) Cloud point of 4.5 degrees Celsius or lower (ASTM D2500 Test)
- b) Preference for the use of soybean or high quality used vegetable oil feedstock. No animal tallow feedstock will be allowed.

6.2.4 B20 Biodiesel

B20 Biodiesel, meeting ASTM D7467 Standard Specification for Diesel Fuel Oil, Biodiesel Blend (B6 to B20) (most recent issues).

6.2.5 Low Cloud Point (LCP) B20 Biodiesel

Low Cloud Point (LCP) B20 Biodiesel, meeting ASTM D7467 Standard Specification for Diesel Fuel Oil, Biodiesel Blend (B6 to B20) (most recent issues) with the following additional requirements:

- a) Fuel blended utilizing the TxLED and LCP B100 fuels specified above
- b) Shall be capable of performing in a temperature range of 0 - 110 degrees Fahrenheit
- c) Shall contain Kern or equivalent TCEQ-approved NOx reduction additive and Contractor proposed biocide additive.

6.2.6 B5 Biodiesel

B5 Biodiesel, meeting ASTM D975 Standard Specification for Diesel Fuel Oils (most recent issues).

6.2.7 TCEQ approved alternative TxLED

If Contractor is proposing the provision of a TCEQ approved alternative diesel fuel formulation in lieu of TxLED, Contractor must submit the petroleum diesel specifications and documentation verifying TCEQ approval as a TxLED alternative.

6.2.8 Biodiesel Blending Requirements

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 not permitted.

6.3 Fuel Additives

Contractors shall identify and provide details for any Fuel Additives they are willing to provide the City, above and beyond those required to meet minimum specifications for motor fuels that may be of interest to the City. Examples include, but are not limited to:

- a) Biocide Additives;
- b) Cetane Boosters;
- c) Octane Boosters;
- d) Identifying dyes; and
- e) Seasonal Additives, for example Diesel Anti-Gel.

Any aftermarket additive proposed shall be identified by brand and/or trade name and shall comply with U.S. Environmental Protection Agency (EPA) regulations, and shall be compatible with the fuel(s) and/or fuel-related product(s). Contractor must provide the manufacturer's additive specifications and treat rate for each additive. Contractor must test additive and provide testing results to the City to prove the effectiveness of additive. The City shall reserve the right to accept or reject Contractor's proposed additives. Additives which increase emissions of sulfur and other substances proven to damage the environment and/or disallowed by EPA regulations will not be accepted.

6.4 HD-5 Propane Motor Fuel

HD-5 Propane Motor Fuel to be supplied by the Contractor must meet ASTM D1835 - 11 Standard Specification for Liquefied Petroleum Gases (most recent issues).

6.5 Diesel Exhaust Fluid

DEF to be supplied by the Contractor must meet or exceed 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 guarantee the DEF to have a shelf life of one (1) year minimum from date of delivery, and shall note any restrictions or assumptions associated with the guarantee.

6.6 Fuel Management Services

Contractor shall identify and provide detailed descriptions of fuel management services they are willing to provide that may be of interest to the City and/or the Interested Parties. **Contractors may either provide these services in addition to the provision of motor fuel(s) and fuel-related product(s), or as independent services.**

Examples include, but are not limited to:

- a) Fuel Systems and Equipment Supply and Maintenance, such as fuel tanks, card readers, tank cleaning and tank monitoring equipment.
- b) Inventory Management Services, such as tank monitoring, and management of entity ordering and delivery to minimize run-outs and overfills.

- c) Fleet Fueling Services, such as fleet reporting, fleet cards, and asset tracking.
- d) Environmental Compliance Services, to design, implement and manage environmental compliance programs.
- e) Fixed Forward Pricing Services, to provide with services to acquire fixed forward pricing contracts for fuel.
- f) Fuel Consignment Services, to purchase existing fuel inventories, order and deliver fuel as needed, and own the fuel in entity tanks until fuel is transferred to vehicles.

6.6.1 Contractor Responses

Contractors must provide the following detail for each service they are proposing to provide:

- 6.6.1.1 General overview of the service being proposed, including benefits of the service to the City and/or the Interested Parties.
- 6.6.1.2 Method of delivery of service. Contractor shall detail how the service is provided, including any expectations or assumptions.
- 6.6.1.3 Method of acquiring service. Contractor shall detail how the City and/or the Interested Parties will acquire the services, including any special contracting or ordering requirements.
- 6.6.1.4 Technical overview. If the service is technical in nature, Contractor shall provide a detailed overview of the technical aspects of the system including, but not limited to, system configuration, system security, customer access, etc.
- 6.6.1.5 Training overview. Contractor shall detail what training is provided as part of the delivery of the service.
- 6.6.1.6 Cost overview. Contractor shall detail all cost components of the service being proposed. This response shall focus on how the service is priced and what, if any, subcomponents of cost the City and/or the Interested Parties should understand. Detailed pricing shall not be provided in this response. Detailed pricing is to be provided as part of the Pricing Proposal.

7.0 ORDER, TRANSPORT & DELIVERY REQUIREMENTS

7.1 Order Requirements

- 7.1.1 Contractor shall accept and confirm orders by phone and electronically by email or other electronic format as approved by the City. Contractor shall detail all ordering methods they support and the specific ordering processes, including confirmation of order, for each method identified.
- 7.1.2 Contractor shall confirm all orders within two (2) hours after the order is sent utilizing the confirmation process outlined for the ordering method.
- 7.1.3 Contractor shall provide a point of contact for receiving orders from the City. Contractor shall provide information for this person in the Key Personnel portion of their proposal (see Section 0600 Paragraph J - Key Personnel).

7.2 Transport and Delivery Requirements

7.2.1 General Requirements

- 7.2.1.1 Contractor shall 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.
- 7.2.1.2 Transport and delivery of fuel(s) and/or fuel-related product(s) shall be FOB Destination. Title to and risk of loss shall pass to the City only when the City actually receives, accepts and has signed for fuel(s) and/or fuel-related product(s). The City will not accept any fuel(s) and/or fuel-related product(s) that are delivered without a unique purchase order number, delivered to the wrong City tank, delivered without obtaining signature and/or authorization code of City on manifest.
- 7.2.1.3 For bulk deliveries of fuel(s) and/or fuel-related product(s), Contractor shall make all deliveries from the fuel supplier's rack/terminal or Contractor's storage location to delivery locations.
- 7.2.1.4 Contractor shall utilize transport and bobtail vehicles whose capacities have been State of Texas certified. All transport and 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, where applicable.
- 7.2.1.5 Contractor shall ensure all delivery transport and bobtail vehicle operators ("drivers") have a current Texas Commercial Driver's License (CDL) with required endorsements and/or certifications to operate fuel delivery vehicles. Upon Contract award, Contractor shall provide list of all drivers and criminal history background affidavit that all drivers have had the required criminal background check (see Paragraph 10 in Section 0400).
- 7.2.1.6 All regular deliveries shall be made within twenty-four (24) hours after receipt and confirmation of order (either verbally or by electronic mail), or as specified by Fleet Fuel Operations if delivery is desired at some date and time before or beyond 24 hours.
- 7.2.1.7 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. The Contractor shall provide, within forty eight (48) hours of each delivery, an invoice as required in Section 0400 Paragraph 8.
- 7.2.1.8 All deliveries shall be accompanied by a bill of lading or manifest identifying, at a minimum, the fuel(s) and/or fuel-related product(s) being delivered, the number of gallons being delivered and the terminal or loading location.
- 7.2.1.9 Contractor shall schedule standard deliveries Monday through Friday according to the hours of operation for each site. Standard delivery is between 7:30AM and 4:45PM. Deliveries shall be completed by 5:00 PM.
- 7.2.1.10 Contractor will, from time to time, be required by the City to schedule deliveries on weekends and/or holidays. In these instances, City shall work with the Contractor to schedule the delivery to be certain City staff will be available at delivery location to witness the delivery and sign for it. An additional fee, above and beyond the standard charge, may be assessed for any weekend and/or holiday orders placed

by the City as indicated in the Contractor's proposal as indicated on the Mandatory Pricing Form, Attachment A.

- 7.2.1.11 Contractor will, from time to time, be required by the City to schedule deliveries within four (4) 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 Mandatory Pricing Form, Attachment A. "Code Red" must be clearly identified on the invoice when an order of this type is authorized by the City.
- 7.2.1.12 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 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 the dry run. The City shall not be charged when a dry run results from the Contractor's error. In the event a delivery is attempted and the Contractor cannot locate an authorized City employee to witness the delivery and sign for it, the Contractor shall call the Fleet Fuel Operations group to have someone come immediately to handle the delivery, or to obtain a special authorization code that must be noted on the bill of lading or manifest.
- 7.2.1.13 Split deliveries of fuel product should be made whenever possible so that the City may take advantage of transport load fuel prices. For example, the delivery of 3,000 gallons of gasoline and 3,000 gallons of diesel fuel to a single fuel site by the same delivery truck shall be considered a transport load. Similarly, a delivery of a total of 6,000 or more gallons of fuel to two or more City locations on the same day shall be considered a transport load. Contractor may charge its proposed delivery charge for each delivery location where a delivery was made, but **may not** charge an additional fee for split deliveries.
- 7.2.1.14 The City will, from time to time, require the Contractor to transfer fuel from one City tank to another. The Contractor may charge the City a pump-out and/or drop fee for this service, as indicated on the Mandatory Pricing Form, Attachment A.
- 7.2.1.15 Contractor must always remove and dispose of all spills (including those into spill containers) that occur while performing the requirements of this Contract. Within ten (10) business days of Contract award, selected Contractor shall provide the City with a Contractor Spill Response Plan to outline actions to be taken in the event of a spill. 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, will be borne by the Contractor.
- 7.2.1.16 City personnel shall observe the Contractor and report any significant incidents of the Contractor not conforming to these procedures to Fleet Fuel Operations within one (1) hour of the incident. If the situation cannot be corrected immediately, a written incident report will be provided to the Contractor within five (5) business days of the incident. Contractor will be provided five (5) business days from receipt of the written incident report to respond in writing to Fleet Fuel Operations. 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.

- 7.2.1.17 Contractor shall report any incidents, spills and/or violations of City procedures that occur during their delivery activity to Fleet Fuel Operations within one (1) hour of the incident.

7.2.2 Unleaded, E-85, Biodiesel and Diesel Delivery Requirements

Contractor personnel shall read, understand and follow Fleet Fuel Operations' Fuel Transport and Delivery Procedures posted at each City facility. In addition, fuel delivery and transfer will be performed in accordance with applicable rules and regulations and, where applicable for a facility, Contractor shall follow USEPA Spill Prevention Control and Countermeasure (SPCC) regulations for the delivery and transfer of fuel. An example of Fleet Fuel Operations' Fuel Transport and Delivery Procedures is provided as Attachment B of this RFP.

7.2.3 HD-5 Propane Motor Fuel Delivery Requirements

Pre-Transfer Procedures

- 7.2.3.1 The following procedures shall take place prior to transfer of fuels from delivery truck to City-owned tanks:
- a) Upon arrival, the Contractor's 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 times while on City property.**
 - b) The driver shall secure the delivery truck with wheel chocks and interlocks and shall ensure that the delivery truck parking brake is set.
 - c) City personnel will observe fuel transfer process. If no City personnel are present at the time of delivery, the Contractor shall contact Fleet Fuel Operations for further directions.
 - d) The driver shall turn off all wireless devices (cell phones, pagers, radios, etc.) and the truck (unless engine needed to power pump). The driver shall ensure that any other ignition sources are kept away from the fueling area during fuel unloading.
 - e) The driver and City personnel will take a reading to determine the current level of the propane storage tank. The driver and City personnel shall compare readings to verify they match and will verify that there is sufficient volume available in the storage tank to transfer the ordered amount of fuel.

Fuel Transfer Procedures

- 7.2.3.2 Fuel transfer will be performed in accordance with applicable requirements for Propane fuel transfer outlined in National Fire Protection Association (NFPA) 58, Liquefied Petroleum Gas Code and NFPA 30, Flammable and Combustible Liquids Code.

Post-Transfer Procedures

- 7.2.3.3 The following procedures shall take place following completion of Contractor transfer of fuels from delivery truck to City-owned tanks:
- a) Driver and City employee shall take a reading of the tank.

- b) City personnel shall sign and 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.
- c) Accuracy of the fuel delivery will be verified by Fleet Services staff during a routine fuel inventory reconciliation process.

7.2.4 Containerized Diesel Exhaust Fluid Delivery Requirements

7.2.4.1 Contractor providing DEF must be able to deliver the following containerized quantities:

- a) 1 Gallon Jug
- b) 2.5 Gallon Jug
- c) 55 Gallon Drum
- d) 275 Gallon Tote
- e) 330 Gallon Tote

Delivery shall conform to the chain of custody requirements detailed in International Organization for Standardization (ISO) 22241. The City reserves the right to reject any delivery on the grounds of non-conformity.

7.2.5 Bulk Diesel Exhaust Fluid Delivery Requirements

7.2.5.1 DEF transported and transferred to City storage tanks shall conform to specifications detailed in ISO 22241. Contractor must utilize dedicated equipment that is compatible with DEF to eliminate the potential for contamination (e.g. cannot be mixed with fuel). The City reserves the right to reject any delivery on the grounds of non-conformity or not meeting Contract specifications.

Pre-Transfer Procedures

7.2.5.2 The following procedures shall take place prior to Contractor transfer of DEF from delivery truck to City-owned tanks:

- a) Upon arrival, the Contractor's 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 times while on City property.**
- b) The driver shall secure the delivery truck with wheel chocks and interlocks and shall ensure that the delivery truck parking brake is set.
- c) The driver shall conduct a visual inspection of all hoses for leaks and wet spots.
- d) The driver and City personnel will take a reading to determine the current level of the storage tank. The driver and City personnel shall compare readings to verify they match and will verify that there is sufficient volume available in the storage tank to transfer the ordered amount of DEF.
- e) The capacity of the current volume plus the ordered DEF shall not exceed ninety percent (90%) of the storage tank capacity. If the total amount exceeds ninety percent (90%) the driver shall decrease the amount of DEF to be transferred to the appropriate amount to ensure the tank is not overfilled.
- f) The driver shall verify proper alignment of all valves and proper functioning of the pumping system.

DEF Transfer Procedures

7.2.5.3 Delivery and transfer of DEF will be performed in accordance with all applicable rules and regulations. Driver shall remain with the truck during the entirety of the DEF transfer, and shall periodically inspect all systems, hoses and connections to ensure there are no leaks.

Post-Transfer Procedures

7.2.5.4 The following procedures shall take place following completion of Contractor transfer of DEF from delivery truck to City-owned tanks:

- a) Driver shall ensure that the transfer is complete and securely close all tank, loading and truck valves before disconnecting from the tank.
- b) Driver shall drain any residual DEF left in the hoses into a spill pad before moving the hoses away from the connection. Spill pads shall be provided by the Contractor and driver shall be responsible for proper disposal of used spill pads.
- c) Driver shall cap the ends of all hoses and other connecting devices prior to moving the hoses to prevent leakage.
- d) Driver and City employee shall take a reading of the tank.
- e) City personnel shall sign the manifest acknowledging the DEF delivery. Accuracy of the DEF delivery will be verified by Fleet Services staff during a routine fuel inventory reconciliation process.

7.2.6 Delivery Locations

7.2.6.1 A Microsoft Excel spreadsheet is provided in the Mandatory Pricing Form, Attachment A to this RFP and provides details of delivery locations for the City and Interested Parties. Upon Contract award, Contractor shall confirm all delivery locations for the City with Fleet Fuel Operations. The spreadsheet provides Contractors with the following information for each delivery location:

- a) Entity
- b) Address
- c) Size (Gallons)
- d) Type of Tank (Aboveground (AST) or Underground (UST))
- e) Product Type
- f) Hours of Operations
- g) Fueling Hours
- h) Truck Access (Transport/Boobtail)

In addition to the locations provided, Contractor may also be required to provide fuel to City generators, as needed.

8. PRICING

8.1 Motor Fuels Pricing

8.1.1 Benchmark

All motor fuels will be priced utilizing the Oil Price Information Service (OPIS) Contract Benchmark File to establish the benchmark for each rack market, and the 10:00 A.M. Eastern Standard Time (EST) Low Rack prices for each fuel product will be the benchmark index. The Low Rack is a snapshot of the lowest supplier posting in each OPIS rack market at approximately 10:00 a.m. EST each day, including Saturday, but excluding Sunday. The snapshot includes all price moves from 6:00 p.m. the prior day up until the price file is frozen at approximately 10:00 a.m. EST. The snapshot includes the prompt payment discounts offered by suppliers. Purchases made on Sunday or on a Holiday where the OPIS Contract Benchmark File is not developed, will be based the following day's OPIS Contract Benchmark File (e.g., Sunday price will be on Monday).

8.1.2 Market Differential

Contractor shall provide a Market Differential for the Austin Flint Hills Rack market, and any other rack markets necessary to establish the appropriate benchmarks for fuels they are proposing to provide under this Contract. Contractors may also provide pricing for additional regional rack markets from which the Contractor is capable of providing motor fuels.

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 is to include all cost and profit components determined by the Contractor, but shall exclude any applicable fuel credits, fees, taxes, and/or delivery charges. Contract Market Differential prices are 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 Microsoft Excel spreadsheet via electronic mail, that records the pricing for motor fuels as listed on the applicable OPIS report. Additionally, this spreadsheet must have the Contract differentials listed for each fuel product. An example of the spreadsheet is provided as Attachment C of this RFP.

8.2 Additive Pricing

Additives proposed by the Contractor shall be priced per gallon, using a flat, fixed-price. Similar to the Market Differential, the additive pricing shall be a decimal numerical value. Prices are fixed for the term of the Contract, except for pricing revisions as permitted in accordance with the City terms set forth herein.

8.3 HD-5 Propane Motor Fuel Pricing

8.3.1 Benchmark

All Propane will be priced utilizing the Oil Price Information Service (OPIS) Contract Benchmark File for the Mont Belvieu terminal to establish the benchmark, and the 10:00 A.M. EST Low Rack prices for Propane will be the benchmark index. The Low Rack is a snapshot of the lowest supplier posting in each OPIS rack market at approximately 10:00 a.m. EST each day, including Saturday, but excluding Sunday. The snapshot includes all price moves from 6:00 p.m. the prior day up until the price file is frozen at approximately 10:00 a.m. The snapshot includes the prompt payment discounts offered by suppliers. Purchases made on Sunday or on a Holiday where the OPIS Contract Benchmark File is not developed, will be based the following day's OPIS Contract Benchmark File (e.g., Sunday price will be on Monday).

8.3.2 Market Differential

The Market Differential shall be provided by Contractors proposing to provide Propane under this Contract. The Market Differential shall be a four-digit decimal numerical value that is added to, or subtracted from, the benchmark index. The Market Differential is to include all cost and profit components determined by the Contractor, but shall exclude any applicable fuel credits, fees, taxes, and delivery charges. Contract Market Differential prices are fixed for the life of the Contract.

8.4 Diesel Exhaust Fluid Pricing

DEF shall be priced per gallon, using a flat, fixed-price based on the container size/quantity being purchased. Prices are fixed for the life of the Contract, except for pricing revisions as permitted in accordance with the City terms set forth herein.

8.5 Fuel Management Services Pricing

Fuel Management Services bid by Contractor(s) shall provide the price and the associated unit for costing (e.g., each, month, year, job, hour, etc.). Contractor should also note if the service can be priced per gallon, similar to the Market Differential outlined above. Prices are fixed for the life of the Contract, except for pricing revisions as permitted in accordance with the City terms set forth herein.

8.6 Annual Volume Rebates

As part of their Cost Proposal, Contractor shall detail any rebates they are willing to extend to the City and Interested Parties based on the total annual volume of fuel and/or fuel-related products procured through the Contract. Contractor shall identify volume thresholds and the amount of the rebate they are willing to extend based on the volume threshold. Rebates shall be based on the total volume procured under the Contract, and shall be paid to the City and Interested Parties directly based on the volume they have procured during the previous calendar year.

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 6,000 gallon capacity)
 - 1.1.4 T = Transport (greater than 6,000 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.
 - 2.2 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.
 - 2.3 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.
 - 2.4 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).
 - 2.5 Driver shall verify fuel type for each tank and unlock tank fill ports and sticking ports, where applicable.
 - 2.6 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.
 - 2.7 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.
- 2.8 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 while 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 unmetred 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.

ATTACHMENT C: EXAMPLE OPIS DIFF SPREADSHEET

DATE	UNL	BOBTAIL DIFF	BOBTAIL PRICE UNLEAD	TRANSP DIFF	TRANS PRICE UNLEAD
7/1/2012	2.5001	0.0002	2.5003	0.0001	2.5002
7/2/2012	2.5001	0.0002	2.5003	0.0001	2.5002
7/3/2012	2.5001	0.0002	2.5003	0.0001	2.5002
7/4/2012	2.5001	0.0002	2.5003	0.0001	2.5002
7/5/2012	2.5001	0.0002	2.5003	0.0001	2.5002
7/6/2012	2.5001	0.0002	2.5003	0.0001	2.5002
7/7/2012	2.5001	0.0002	2.5003	0.0001	2.5002
7/8/2012	2.5001	0.0002	2.5003	0.0001	2.5002
7/9/2012	2.5001	0.0002	2.5003	0.0001	2.5002
7/10/2012	2.5001	0.0002	2.5003	0.0001	2.5002
7/11/2012	2.5001	0.0002	2.5003	0.0001	2.5002
7/12/2012	2.5001	0.0002	2.5003	0.0001	2.5002
7/13/2012	2.5001	0.0002	2.5003	0.0001	2.5002
7/14/2012	2.5001	0.0002	2.5003	0.0001	2.5002
7/15/2012	2.5001	0.0002	2.5003	0.0001	2.5002
7/16/2012	2.5001	0.0002	2.5003	0.0001	2.5002
7/17/2012	2.5001	0.0002	2.5003	0.0001	2.5002
7/18/2012	2.5001	0.0002	2.5003	0.0001	2.5002
7/19/2012	2.5001	0.0002	2.5003	0.0001	2.5002
7/20/2012	2.5001	0.0002	2.5003	0.0001	2.5002
7/21/2012	2.5001	0.0002	2.5003	0.0001	2.5002
7/22/2012	2.5001	0.0002	2.5003	0.0001	2.5002
7/23/2012	2.5001	0.0002	2.5003	0.0001	2.5002
7/24/2012	2.5001	0.0002	2.5003	0.0001	2.5002
7/25/2012	2.5001	0.0002	2.5003	0.0001	2.5002
7/26/2012	2.5001	0.0002	2.5003	0.0001	2.5002
7/27/2012	2.5001	0.0002	2.5003	0.0001	2.5002
7/28/2012	2.5001	0.0002	2.5003	0.0001	2.5002
7/29/2012	2.5001	0.0002	2.5003	0.0001	2.5002
7/30/2012	2.5001	0.0002	2.5003	0.0001	2.5002
7/31/2012	2.5001	0.0002	2.5003	0.0001	2.5002