

April 27,2011

Williamson County Purchasing Department Attn: Kerstin Hancock 301 SE Inner Loop - Suite 106 Georgetown, TX 78626

RE: Renewal - Fuel for Williamson County-09WCA013

Ms. Hancock:

This letter is to inform Williamson County that Triple S Petroleum Co. wishes to renew our current contract for Fuel at the same pricing, terms and conditions as the existing contract for the next fiscal year.

The renewal period will be October 1, 2011 through September 30, 2012.

Sincerely,

Triple S Petroleum

Kathy Shugart General Manager



WILLIAMSON COUNTY PURCHASING DEPARTMENT 301 SE INNER LOOP - SUITE 106 GEORGETOWN, TEXAS 78626

http://www.wilco.org/purchasing

September 18, 2009

Triple S Petroleum Co. Kathy Shugart P.O. Box 6156 Austin, TX 78762

Re: Bid/Contract # 10WCA013- Fuel for Williamson County Fleet Services

Dear Ms. Shugart:

The bid process for Williamson County has been completed, and I would like to personally thank you for the valuable time you put into submitting your bid.

The Williamson County Commissioners Court has approved awarding the contract for Fuel for Williamson County Fleet Services to your company for the next fiscal year beginning October 1, 2009 through September 30, 2010. Your contract number is 10WCA013.

The bid tabulation is located on our County web site at the following link: http://www.wilco.org/purchasing

If you have any questions or if I can be of additional assistance, please contact me at (512) 943-1607 or email me at barrybecker@wilco.org.

Thank you again for your participation.

Sincerely,

Barry Becker

Barry Becker Assistant Purchasing Agent Williamson County

WILLIAMSON COUNTY BID FORM

FUEL FOR WILLIAMSON COUNTY FLEET SERVICES

ANNUAL CONTRACT

BID NUMBER: 10WCA013

NAME OF BIDDER: TRiple S tetroleum Co.					
Mailing Address: P.O. Box 6156					
City: <u>Austrn</u> State: <u>TX</u> zip: <u>78762-6156</u>					
Email Address: Kshugarte SSS-betroleum.com					
Telephone: $(512)3852020 \times 133$ Fax: $(512)389-3330$					
PRICE ALL ITEMS EXCLUSIVE OF TAXES.					
PRICE ALL ITEMS PER GALLON.					
USE ODIS DAILY AVERAGE 7/10/09 FOR THE ALISTIN TEXAS AREA					

TANK WAGON SUPPLY

THE AVERAGE ORDER WILL BE 1800 - 2500 GALLONS OF COMBINED PRODUCTS.

OPIS DAILY AVERAGE FIRM COST TO ITEM 7/10/09 DISCOUNT MARKUP COUNTY DESCRIPTION **BRAND BID** # Regular Unleaded Gasoline 1 N/A-Flint Hills Middle-Grade Unleaded Gasoline 2 3 Super/Supreme Unleaded Gasoline N/A N/A 4 Ultra-Low Sulfur Diesel # 2 Fuel

TRANSPORT TRUCK SUPPLY

THE AVERAGE ORDER WILL BE 7500 - 9000 GALLONS OF A SPLIT LOAD PRODUCT.

						ber gallon
ITEM #	DESCRIPTION	BRAND BID	OPIS DAILY AVERAGE 7/10/09	FIRM DISCOUNT	MARKUP	COST TO COUNTY
1	Regular Unleaded Gasoline	Flint Hills	17437	NA	(0025)	1.7412
2	Middle-Grade Unleaded Gasoline	Flint Hills	1.8078	N/4	(0025)	1.8053
3	Super/Supreme Unleaded Gasoline	Flint Hills	1-9467	N/A	(0025)	1.9442
4	Ultra-Low Sulfur Diesel # 2 Fuel	Flint Hills	1.4552	N/A	t.0055	1.6407

STANDBY GENERATOR FUELING

THE AVERAGE ORDER WILL BE 50-150 GALLONS OF A SINGLE PRODUCT.

ITEM #	OPIS Daily awage. 7.	BRAND BID	COST PER STOP	FIRM DISCOUNT	MARKUP	GANUM COST TO COUNTY	DEMURRAGE HOURLY
	Ultra-Low Sulfur Diesel # 2 Fuel	Flint Hills	9500	N/A	K'O	() . A	50.00

County Cool + Stap + Demurrage Charge

1st Nour free

By signing this form:

- The bidder confirms that he/she has read the entire document and agrees to the terms herein.
- The bidder is acknowledging the Conflict of Interest Clause and agrees to follow necessary requirements

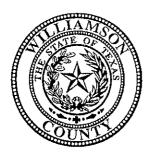
The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s).

Hatty Kugard Date of BID: 7/30/09
Signature of Person Authorized to Sign BID

Printed Name and Title of Signer: KATHY Shugart General Wanager

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID



WILLIAMSON COUNTY PURCHASING DEPARTMENT 301 SE INNER LOOP - SUITE 106 GEORGETOWN, TEXAS 78626

http://www.wilcogov.org/purchasing

INVITATION FOR BIDS

FUEL FOR WILLIAMSON COUNTY FLEET SERVICES ANNUAL CONTRACT

BID NUMBER: 10WCA013

BIDS MUST BE RECEIVED ON OR BEFORE: AUGUST 04, 2009 - 9:30AM

BIDS WILL BE PUBLICLY OPENED: AUGUST 04, 2009 - 10:00AM

BID SUBMISSION

<u>DEADLINE</u>: Bids must be received in the Purchasing Department on or before <u>9:30am on Tuesday</u>, <u>August 04, 2009</u>. Bids will be publicly opened at 10:00am or soon thereafter in the Williamson County Purchasing Department, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas.

METHODS: Sealed bids may be hand-delivered or mailed to the Williamson County Purchasing Office, Attn: Barry Becker, Williamson County Inner Loop Annex, 301 SE Inner Loop – Suite 106, Georgetown, Texas 78626.

<u>FAX/EMAIL</u>: Facsimile and electronic mail transmittals are acceptable. For instructions regarding electronic submissions, please visit: http://www.wilco.org/vendorinfo. Failure to follow these instructions may cause your bid to be rejected.

BID REQUIREMENTS

SUBMITTAL: DUPLICATE: Bids are to be submitted in duplicate (1 original complete bid set and 1 copy of the bid set). The bid sets should be marked "original" or "copy". A "bid set" consists of the COMPLETED AND SIGNED Bid Form and any other required documentation. All copies should have the same attachments as the original.

<u>SEALED:</u> All bids must be returned in a sealed envelope with the bid name, number, opening date and time clearly marked on the outside. <u>If an overnight delivery service is used</u>, the bid name, number, opening date

and time should be clearly marked on the outside of the delivery service envelope.

REFERENCES: Williamson County may require bidder to supply a list of at least three (3) references where like services have been supplied by their firm if vendor has not done business with the County within the past five (5) years. Include name of firm, address, telephone number and name of representative.

<u>LEGIBLITY</u>: Bids must be legible and of a quality that can be reproduced.

<u>FORMS</u>: All bids will be submitted on the forms provided in this bid document. Changes to bid forms made by bidders may disqualify the bid. Bids cannot be altered or amended after submission deadline.

LATE BID: Bids received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

RESPONSIBILITY: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance;

 d) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

AWARD

THIRTY DAYS: Awards should be made approximately thirty (30) days after the bid opening date. Results maybe obtained by contacting the Purchasing Contact.

REJECTION OR ACCEPTANCE: No more than one bid will be awarded for any item, single department or area. Bids may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best bid.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all bids for any or all materials and/or services covered in this bid request, and to waive informalities or defects in the bid or to accept such bid it shall deem to be in the best interest of Williamson County.

<u>CONTRACT</u>: This Bid, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful bidder and Williamson County.

The successful bidder may be required to sign an additional agreement containing terms necessary to ensure compliance with the bid.

CONTRACT ADMINISTRATION: Under this contract, Mike Fox, Fleet Services Director, Williamson County, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioner's Court and the successful bidder.

CONTRACT PERIOD(S): The Initial Contract Period is October 1, 2009 through September 30, 2010. Possible extensions include:

October 1, 2010 through September 30, 2011 October 1, 2011 through September 30, 2012

CONTRACT EXTENSIONS: At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same. The total period of this contract, including all extensions will not exceed a maximum combined period

of thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioner's Court for the fiscal year in question. Upon the failure of Commissioner's Court to so appropriate in any year, the Vendor may elect to terminate this agreement, with no additional liability to the County. The County and the Vendor agree that termination shall be the Vendor's sole remedy under this circumstance.

BID CONTACTS

TECHNICAL CONTACT:

Mike Fox 3151 SE Inner Loop Georgetown, TX 78626 (512) 943-3362 mfox@wilco.org

PURCHASING CONTACT:

Barry Becker 301 SE Inner Loop – Suite 106 Georgetown, TX 78626 (512) 943-1607 wmsncntybids@wilco.org

MISCELLANEOUS

FOB DESTINATION: All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

FIRM PRICING: All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of bid opening for a fixed period of time. Unless the Bid expressly states otherwise, this period shall be until the end of the current fiscal year on September 30, 2010. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best bid, but for no longer than the current fiscal year.

ESTIMATED QUANTITIES: The estimated quantity of each item listed in the notice is only an estimate — the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.

<u>FUNDING</u>: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2009 thru September 30, 2010 fiscal year.

<u>SALES TAX</u>: Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

STATEMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Bid Packages and/or Bid Instructions/Requirements.

<u>DELIVERY</u>: The delivery time and location for the commodity and/or service covered by this bid shall be as stated in the various bid packages.

<u>PURCHASE ORDER</u>: If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful bidder for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

<u>PAYMENT</u>: Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna Baker 943-1558 or Debbie Frazier 943-1538.

CONFLICT OF INTEREST: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006 Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link: http://wcportals.wilco.org/Interest_Conflict/index.html

<u>ETHICS</u>: The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

<u>DOCUMENTATION</u>: Bidder shall provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of the bid

TERMINATION FOR DEFAULT: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

COMPLIANCE WITH LAWS: The successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this bid including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

WORKER'S COMPENSATION

The Texas Labor Code, §406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity. The rule requires a governmental entity to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, §402.061. information provided below is a result of this rule. By submitting your bid to the county, you are acknowledging that this rule is a part of these bid specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your bid or proposal be accepted by the Williamson County Commissioners' Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address, prior to beginning work:

> Barry Becker Williamson County Purchasing Office 301 SE Inner Loop – Suite 106 Georgetown, TX 78626

If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 943-1607, or you may call the Texas Workers' Compensation Commission at (512) 804-4000.

Workers' Compensation Insurance Coverage:

A. Definitions: Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

project Persons providing services on the ("subcontractor" in S406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project;
- (2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (4) obtain from each other person with whom it contracts, and provide to the contractor:
- (a) a certificate of coverage, prior to the other person beginning work on the project; and

- (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is

- representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

BID SPECIFICATIONS

Purpose

Williamson County is soliciting bids for qualified vendors to supply the county with gasoline and diesel fuel on an "as needed" basis to service County owned equipment and vehicles.

Fuel Quality and Acceptance

All bids received must list the brand or trade name of the fuel being offered and include a copy of the manufacturers purchase / exchange specifications. Specifications shall indicate manufacturers maximum allowable sulfur content. Any additive used must be identified by brand or trade name and manufacturer's specification sheet provided with bid. In the event that the pipeline specification of unleaded fuel available at the Austin Area bulk fuel terminal is changed to Gasoline E10 due to a mandatory order from Federal, State or Local Government Authority that fuel will be acceptable on this contract. Any additional alcohol blending beyond the mandatory specification for the Greater Austin area will not be acceptable.

Upon bid award, successful bidder will be required to provide MSDS sheets on all products provided.

Delivery

All fuel will be ordered on an "as needed basis".

Prompt delivery is absolutely essential in the performance of this contract. Points of delivery are Georgetown, Taylor, Granger, and Florence.

Successful bidder must be able to deliver all products into above ground skid tanks and underground tanks. Products must be metered or accurately measured at the time of delivery. Successful bidder will be required to provide a current copy of "Certificate of Registration of Weights and Measures Devices" applicable to all vehicles delivering metered fuel with subsequent proof of renewals as they occur.

Fuel Spills

Extreme care must be taken by the contractor to avoid fuel spills. The tanker truck must be attended at all times during fuel off loading. Any cost incurred as a result of fuel spills due to negligence on the part of the contractor, its agents or employees, or due to equipment malfunction, will be borne by the contractor and may be grounds for termination of this contract at the discretion of the Williamson County Commissioner's Court. Contractor is responsible for following the notification procedures as outlined in the Texas Administrative Code, Title 30; Chapter 327:1-5 for all reportable quantities.

Insurance

The successful bidder must submit certificates of insurance for general liability, auto liability, and workers compensation within ten (10) days of notification of the award of this bid.

Bid Pricing

Bid price will be per gallon.

Gallons shall be billed net unless product is metered.

The bid price (contract price) will be compared to the daily average composite index published in the Oil Pricing Information Service (OPIS) report for the Austin, Texas area. If there are errors in extension figures the unit price will prevail.

A firm fixed price for fuels will be determined by applying the bidder differentials (the differential must be a firm dollar amount during the contract will, consist of four (4) decimal places and will be identified by the bidder as either negative or positive) to the average gallon prices listed in the OPIS daily average for the Austin, Texas area.

Each invoice will reference the date of each applicable OPIS and published index average.

The successful bidder is required to supply a current copy of the "Oil Pricing Information Service (OPIS) Report" to Mike Fox daily. This pricing report is vital so current daily pricing can be established.

Email: Mfox@wilco.org

Fax # 512 / 943-3398, ATTN: Mike Fox

FUEL FOR FLEET SERVICES BID

The Oil Pricing Information Service (OPIS) report published on July 10, 2009 or the last report published as close to that date as possible, will be used to establish the benchmark for your quotation.

Taxes: Do not include tax in the price quoted on the fuel bid. Bid only the price of the product. Williamson County is by statue, exempt from federal excise tax and will pay any appropriate taxes as required.

General Bid Information

The successful bidder will not assign, sell, or otherwise transfer this contract without written permission of the Williamson County Commissioner's Court.

Williamson County reserves the right to accept or reject in part or whole any bid submitted and to waive any technicalities in the best interest of the county.

ASOLINE AND DIESEL SPECIFICATIONS

Gasoline and Diesel to Be Bid:

1.	Regular Unleaded	87 Octane or higher
2.	Middle-Grade Unleaded	89 Octane or higher
3.	Super/Supreme Unleaded	93 Octane or higher
4.	Clear #2 Diesel, Ultra- Low Sulfur	Cetane number of 45 minimum

Specifications for Regular Unleaded Gasoline:

The unleaded regular gasoline will contain a detergent additive in sufficient concentrations submitted by laboratory tests recognized by the automobile industry for these fuels.

PROPERTY SPECIFICATIONS		ASTM METHOD
Octane, (R+M)/2	87 minimum	D4814
Benzene, vol %	2.3 maximum	D3606
Oxygen Content, wt%	2.7 maximum (see notes a.)	D5599
MTBE Content, vol%	0.4 maximum (see notes a, b)	D5599
Total Sulfur, ppm	378 maximum	D2622
Corrosion	1 maximum	D130
Existent Gum, mg/100mL	5 maximum	D381
Oxidation Stability, mins.	240 minimum (see notes c.)	D525

Specifications for Mid-Grade Unleaded Gasoline:

PROPERTY	MINIMUM ACCEPTABLE LIMITS	
GRAVITY (API min.) SULFUR (%) Existent Gum (mg/100ml-max) Oxidation Stability (min) Octane Number [(R+M)/2] Benzene (% by volume, approx.) Distillation	approx.	57.00 00.07 02.00 360+ 89.00 02.70
Over Point °F End Point °F 10% at: °F 50 90	approx. approx. approx. approx. approx.	95 415 120 210 345

Specifications for Premium Gasoline:

PROPERTY	<u>SPECIFICATIONS</u>	<u>ASTM METHOD</u>
Octane, (R+M)/2	93 minimum 2.3 maximum	D4814 D3606
Benzene, vol% Oxygen Content, wt %	2.7 maximum (see notes a.)	D5599
MTBE Content, vol% Total Sulfur, ppm	0.4 max (see notes a, b) 378 maximum	D5599 D2622
Corrosion	1 maximum	D130
Existent Gum, mg/100 mL Oxidation Stability, mins.	5 maximum 240 minimum (see notes c)	D381 D525

NOTES:

- a. PHRGC Test Method permissible in the even of D-5599 unavailability.
- b. With no intentional addition of MTBE
- c. Test is performed on oversight basis only.

Specifications for No.2 Diesel Fuel:

Fuel must meet minimum specifications as described in TMC Recommended Practice 304B, as shown below: MINIMUM FUEL SPECIFICATIONS – LOW SULFUR NO.2-D

PROPERTY	<u>SPECIFICATIONS</u>	ASTM METHOD
Aromatics, % volume	35% Maximum	D1319
Distillation, 90% Point, °C (°F)	378°C (640°F) Maximum	D86
Flash Point, °C (°F)	52°C (125°F) Minimum or Legal	D93
Cetane Number	45 Minimum	D613
Viscosity, cSt@40°C (104°F)	1.94-4.1	D445
Sediment and Water, Volume %	0.05 Maximum	D1796
Ash, Weight %	0.01 Maximum	D482
Total Sulfur, Weight %	0.05 Maximum	D2622
Copper Strip Corrosion @ 100°C (212°F)	No. 3 Maximum	D130
Ramsbottom Carbon Residue on 10% Residuun	n. % 0.35 Maximum	D524
Cloud Point, °F	See Note	D2500

Note: Cloud point no higher than -12° C (10° F) above the tenth percentile minimum ambient temperature for the area of use. Tenth percentile minimum ambient temperatures for the U.S. are shown in appendices of ASTM Standard D 975-81, Diesel Fuel Oils.

COUNTY GAS AND DIESEL FUEL STORAGE TANK LOCATIONS AND ESTIMATED USAGES:

CENTRAL MAINTENANCE FACILITY

3151 SE Inner Loop Georgetown, Texas

Diesel Fuel: one (1) 10,000 gallon underground fiber glass tank

Gasoline: one (1) 10,000 gallon underground fiber glass tank

Estimated fuel usage in a 12-month period:

145,000 gallons of diesel fuel 175,000 gallons of unleaded fuel

GRANGER BARN

Rt 1 Box 1 (On Hwy 971) Granger, Texas

Diesel Fuel: one (1) 3,000 gallon above ground system

Gasoline: one (1) 3,000 gallon above ground system

Estimated fuel usage in a 12-month period:

39,000 gallons of diesel fuel 17,000 gallons of unleaded fuel TAYLOR BARN

900 S Main Street (Hwy 95)

Taylor, Texas

Diesel Fuel: one (1) 2,000 gallon above ground

Gasoline: one (1) 1,000 gallon regular unleaded above ground

Estimated fuel usage in a 12-month period:

34,000 gallons of diesel fuel 23,000 gallons of unleaded fuel

FLORENCE BARN 100 Fm 970 Florence, Texas

Diesel Fuel: one (1) 3,000 gallon above ground system

Gasoline: one (1) 3,000 gallon above ground system

Estimated fuel usage in a 12-month period:

39,000 gallons of diesel fuel 14,000 gallons of unleaded fuel

American Petroleum Institute **Statistics**

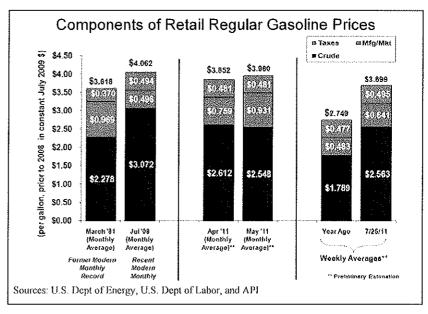
U.S. PUMP PRICE UPDATE – JULY 27, 2011

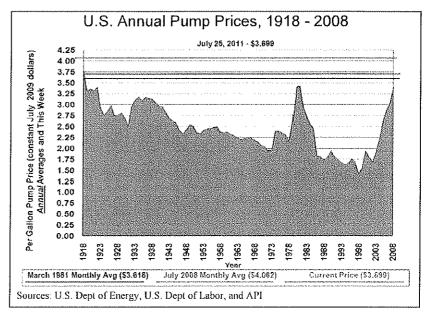
The average U.S. retail price for *all grades* of gasoline rose this week by 1.8 cents from the prior week to \$3.754 per gallon, according to the Energy Information Administration (EIA). This was the fourth week-to-week increase in a row. Compared with the December 29, 2008 low of \$1.670, the all-grade average was higher by \$2.084 per gallon, or 124.8 percent. The average has been above \$3.50 per gallon since the beginning of March 2011. Nominal prices have been above the year-ago average for 72 weeks —and were up by 95.3 cents or 34.0 percent, from the year-ago average of \$2.775 per gallon.

The average price for regular grade gasoline rose from the prior week by 1.7 cents according to the EIA—at \$3.699 for the week ending July 25. Regular grade prices continued to be below annual averages of 2008 (see second chart to the right), when gasoline prices reached a high of \$4.062 in 2008 when adjusted to May 2011 dollars. Prices remained higher than a year ago, with regular gasoline up 95.0 cents or 34.6 percent from 52 weeks ago (see first chart to the right). For the week ending July 25, crude oil costs were up 77.4 cents from a year ago, and were 1.5 cents per gallon higher than the May average of 2011 on a monthly basis. Compared with a year ago, the share for manufacturing and marketing gasoline this week was 15.8 cents higher or 32.7 percent.

May's monthly average rose for the 10th time in the past 11 months, according to the EIA. May 2011 prices were up 10.8 cents or 2.8 percent from April 2011 to \$3.960 per gallon. Crude oil costs were down an estimated 6.4 cents per gallon from April to \$2.548 in April. The combined share to manufacture, transport, and market gasoline is estimated to have increased by 17.2 cents to \$0.931.

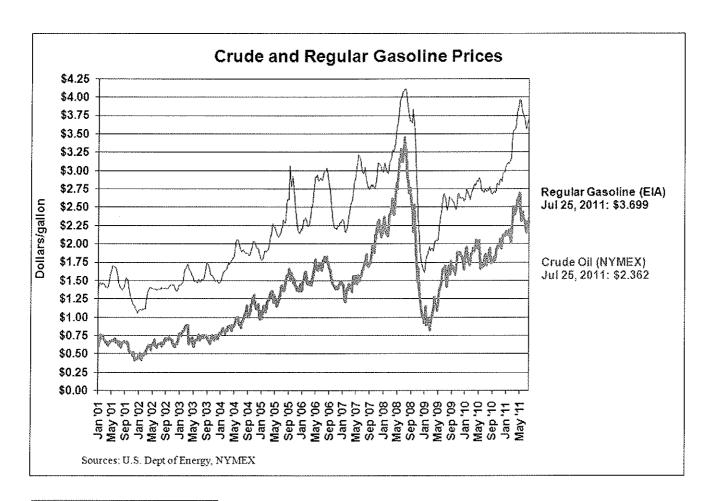
May's average retail price was up \$0.102 or 2.51 percent, from the record level of \$4.062 in July 2008. Crude prices were \$0.50 or 20.56 percent lower than for July 2008. The combined share to manufacture, transport, and market gasoline was 43.5 cents or 46.72 percent lower than for July 2008.





For the third time since July 2008, the *monthly* average price was above the previous inflation-adjusted record of \$3.470 set in March 1981, ¹ by 12.53 percent in May 2011. Crude refining cost were higher than in March 1981 by 39.5cents or 11.58 percent, and the combined share to manufacture, transport, and market gasoline, was 2.8 cents or 3.02 percent lower than for March 1981. Another difference in price over the decades has been in taxes. In May 2011, the taxes collected on a gallon of gasoline were up compared to previous months, estimated by API to be 49.5 cents—18.4 cents per gallon in federal taxes and 31.1 cents per gallon in volume-weighted average state taxes. This was 35.2 percent higher than in March 1981 when combined inflation-adjusted federal and state taxes were just 36.6 cents.

On the NYMEX RBOB futures market² the near-term contract rose by 2.90 cents from Monday, July 18 to \$3.1264 per gallon on Monday, July 25. RBOB was above the year-ago close by 105.86 cents, or 51.19 percent. NYMEX Crude Oil futures market² rose by \$3.27 per barrel for the week, to \$99.20 on Monday, July 25. This was up from a year ago by \$22.64 or 29.57 percent. Gasoline prices generally track crude oil prices—as the chart below demonstrates; however, historically there has often been a lag before crude oil price changes are reflected in retail gasoline prices. Other factors can also affect this correlation such as seasonal factors, changes in supply or demand for gasoline, refinery outages, and transportation problems.



¹ To make price comparisons over longer periods, it is important to factor in inflation. For example, in March 1981 motorists paid \$1.417 per gallon for regular gasoline; however, in current dollars (for Nov 2009) this is equivalent to spending \$3.464 on a gallon of gasoline today.

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² AUG 2011 for RBOB, Gulf Coast Gasoline and SEP 2011 for Crude Oil