

AN ORDINANCE 2016-11-10-0887

AUTHORIZING AN INTERLOCAL AGREEMENT WITH VIA METROPOLITAN TRANSIT AND AN INTEGRATION AGREEMENT WITH LONGHORN PROPANE, LP, TO PROVIDE THE BUILDING AND EQUIPMENT SERVICES DEPARTMENT, FLEET SERVICES DIVISION AND OTHER VARIOUS CITY DEPARTMENTS WITH HD-5 PROPANE MOTOR FUEL, FOR AN ESTIMATED ANNUAL COST OF \$60,000.00, FUNDED WITH THE BUILDING AND EQUIPMENT SERVICES ADOPTED BUDGET.

* * * * *

WHEREAS, VIA Metropolitan Transit ("VIA") has entered into a contract with Longhorn Propane, LP ("Longhorn") that provides for Longhorn to provide VIA with HD-5 Propane Fuel for an initial term beginning on or about November 10, 2016 and ending October 31, 2019, with two (2) one (1) year renewal terms ("VIA Contract"); and

WHEREAS, VIA and Longhorn have agreed to allow the City to utilize the process, terms and conditions of the VIA Contract, as they may be modified between City and Longhorn pursuant to an Integration Agreement so that the City can purchase HD-5 Propane Motor Fuel from Longhorn; and

WHEREAS, the City and Longhorn have agreed upon terms and conditions of an Integration Agreement For HD-5 Propane Motor Fuel ("Integration Agreement"), under which City shall acquire HD-f Propane Motor Fuel from Longhorn for an initial term beginning on or about November 10, 2016, and ending October 31, 2016, with two (2) one (1) year renewal terms at the City's option if the VIA contract is also renewed for the same year; and

WHEREAS, Chapter 791 of the Texas Government Code provides that units of local government may contract or agree with each other to perform governmental functions and services (including administrative services as defined therein), in order to promote efficiencies and effectiveness and thereby satisfying the requirements for competitive bidding; and

WHEREAS, the City and VIA desire to enter into an Interlocal Contract For Fuel Purchasing ("Interlocal Agreement"), in order to allow the City to acquire HD-5 Motor Fuel from Pinnacle under the terms and conditions of the VIA Contract, as modified by the Integration Agreement; and

WHEREAS, City Staff has recommended that the City enter into the Interlocal Agreement with VIA, and also enter into the Integration Agreement with Longhorn, so that HD-5 Motor Fuel can be acquired for the Building and Equipment Services Department, Fleet Services Division and other various City departments under their terms; and

WHEREAS, the City Council, upon consideration of and deliberation on such recommendation, desires to accept City Staff's recommendation; **NOW THEREFORE:**

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

SECTION 1. The terms and conditions of the Interlocal Contract For Fuel Purchasing, between the City and VIA Metropolitan Transit, as set forth in **Attachment I** to this Ordinance, which **Attachment I** is incorporated herein and made a part hereof for all purposes, are hereby approved.

The City Manager, or her designee, or the Deputy Chief Financial Officer, or his designee, is hereby authorized to enter into and execute the Interlocal Agreement, under terms and conditions substantially in accordance with those set forth in Attachment I to this Ordinance.

SECTION 2. The terms and conditions of the Integration Agreement For HD-5 Propane Motor Fuel, between the City and Longhorn Propane, LP, as set forth in **Attachment II** to this Ordinance, which **Attachment II** is incorporated herein and made a part hereof for all purposes, are hereby approved.

The City Manager, or her designee, or the Deputy Chief Financial Officer, or his designee, is hereby authorized to enter into and execute the Integration Agreement, under terms and conditions substantially in accordance with those set forth in **Attachment II** to this Ordinance.

SECTION 3. A true and correct copy of the VIA Contract is attached to this Ordinance as **Attachment III**, and is incorporated herein and made a part hereof for all purposes.

SECTION 4. The amounts will be encumbered upon issuance of a purchase order, and payment is authorized to Integration Agreement with Longhorn Propane, LP. All expenditures will be in accordance with the Fiscal Year 2017 Budget and subsequent budgets that fall within the term period of this contract approved by City Council.

SECTION 5. The financial allocations in this ordinance are subject to approval by the Director of Finance, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

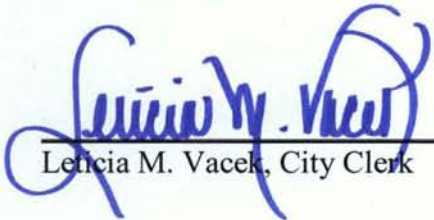
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SECTION 6. This Ordinance is effective immediately, upon passage by eight (8) affirmative votes; otherwise, said effective date shall be ten (10) days from the date of passage hereof.

PASSED and APPROVED this 10th day of November, 2016.


M A Y O R
Ivy R. Taylor

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



City Attorney

Agenda Item:	7 (in consent vote: 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20)						
Date:	11/10/2016						
Time:	10:13:09 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing an Interlocal Agreement with VIA Metropolitan Transit and an Integration Agreement with Longhorn Propane, LP to provide the Building and Equipment Services Department and various City departments with HD-5 Propane Motor Fuel for an estimated annual cost of \$60,000.00, funded from the Building and Equipment Services Department Adopted Budget. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x			x	
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				x
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7	x					
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

A T T A C H M E N T I

STATE OF TEXAS
COUNTY OF BEXAR

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§
§

**INTERLOCAL CONTRACT
FOR
FUEL PURCHASING**

This Agreement ("Agreement") is entered into by and between the City of San Antonio, a Texas Municipal Corporation ("COSA"), pursuant to Ordinance No. 2016-10-____ and VIA Metropolitan Transit ("VIA"), both of which may be referred to herein collectively as the "Parties".

WHEREAS, the Texas Government Code Chapter 791 authorizes inter-local agreements for the purchase of goods and services and

WHEREAS, VIA has competitively bid and has in place a contract for HD-5 Propane motor fuel with Longhorn Propane LP ("Vendor"); and

WHEREAS, COSA desires to use an existing contract between VIA and the Vendor to satisfy the City's needs for HD-5 Propane motor fuel; and

WHEREAS, both VIA and the Vendor are willing to allow the COSA access to their contract by modifying the existing contract for this purpose;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I. TERM

1.01 This Agreement shall become effective on the day the last of the Parties executes the agreement.

1.02 This Agreement shall terminate when the contract between VIA and the Vendor ("underlying contract") terminates, including any renewals thereof.

II. SCOPE AND REPRESENTATIONS

2.01 The Parties warrant and represent that the procurement and use of propane is a function each entity is authorized to perform individually.

2.02 The Parties represent that they agree and understand that the purpose of this Agreement is to provide COSA access to a means for it to purchase for its own use HD-5 Propane motor fuel and that COSA and VIA are each independently contracting with the Vendor and any issues or disputes arising out of the contract with the Vendor will be the responsibility of the contracting party. It is agreed and understood that VIA is by no means a party to the contract between COSA and Vendor and COSA shall administer its own contract with Vendor, including, but not limited to, issuing purchase orders to, taking shipments of fuel from, and making payments directly to Vendor.

2.03 COSA warrants and represents that it is authorized to enter into this Agreement whereby it uses an existing contract of another local entity, VIA in this case, to obtain fuel ("piggybacking").

2.04 COSA represents that it has independently reviewed the terms and conditions of the underlying contract, attached hereto and incorporated herein for all purposes as Exhibit "B", between VIA and the Vendor and all related documentation pertinent to this transaction and that all terms and conditions are wholly acceptable to COSA. *Further, COSA has reviewed the federal requirements pertaining to "piggybacking", including but not limited to those set out in the Federal Transit Administration Best Practices Procurement Manual Section 1.3.3.5 and FTA CIRCULAR 4220.1F, and has made an independent determination as to the applicability of these provisions to COSA under this Agreement and the underlying contract. COSA agrees and understands that it is solely responsible for compliance with these provisions, as applicable, and that VIA is relying upon COSA's representations and assurances pertaining to compliance with these provisions in entering into this Agreement.*

2.05 The Parties agree to cooperate with each other to accomplish the understanding set forth herein.

2.06 All information and documents that may have been prepared in accordance with this Agreement shall be freely exchanged between the Parties in the event of termination of this Agreement.

2.07 Any arrangement, contractual or otherwise, between Vendor and COSA, shall not bind or obligate VIA. VIA shall not be a party to the agreement between COSA and Vendor. Use of the underlying contract shall not make VIA a party to the agreement between COSA and Vendor. VIA shall have no obligation for payment to Vendor for any fuel purchased by COSA. VIA shall have no responsibility for fuel provided, or to be provided, by Vendor to COSA.

2.08 In no event shall VIA be considered a dealer, remarketer, agent or other representative of Vendor. Further, VIA shall not be considered and is not an agent, partner or representative of COSA.

III. COMPENSATION.

3.01 Parties agree that neither Party shall charge a fee to the other Party for the services contemplated herein. The Parties agree that the public purpose of cooperation to achieve efficiency in providing services is mutually beneficial to the Parties.

3.02 Any and all payments, contributions, fees, and disbursements required by a Party hereunder shall be made from current revenues budgeted and available to said Party.

IV. NOTICE

4.01 Unless otherwise expressly provided elsewhere in this Agreement, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid,

or upon receipt if sending the same by certified mail, return receipt requested, or upon delivery when sent by a national commercial courier service for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below in Section 4.02 unless and until otherwise notified in writing by the respective Party.

4.02 The Parties addresses are as follows:

COSA:

City of San Antonio, Attn: Department Director, Building and Equipment Services
Mailing Address:
P.O. Box 839966, San Antonio, Texas 78283-3966
Street Address:
111 Soledad, 11th Floor, San Antonio, Texas 78205

VIA:

VIA Metropolitan Transit, Attn: Terry Dudley, Procurement
800 W. Myrtle, San Antonio, TX 78212

V. NO JOINT ENTERPRISE

5.01 There is no intention on the part of the Parties hereto to create or otherwise form a joint enterprise under or pursuant to this Agreement. The Parties to this Agreement are undertaking a governmental function or service. Particularly, the Parties are acting in accordance with the Texas Local Government Code Chapters 252 and 271, the Texas Government Code Chapter 791, and the Texas Transportation Code Chapter 451.

5.02 COSA has a superior right to control the direction and management of its procurements solely by virtue of its responsibility for the day-to day management and control of purchases to support the functional operations of COSA, but has no right to control the direction or management of VIA's functional operations, including, but not limited its decision to purchase from a Vendor solicited by COSA or its contract with a Vendor resulting there from.

5.03 VIA has a superior right to control the direction and management of its procurements solely by virtue of its responsibility for the day-to day management and control of purchases to support the functional operations of VIA, but has no right to control the direction or management of COSA's functional operations, including, but not limited its decision to purchase from a Vendor solicited by VIA or its contract with a Vendor resulting there from.

5.04 Parties covenant and agree that they are independent contractors, and not an officer, agent, servant or employee of the other; that a Party shall have exclusive control of and exclusive right to control the details of the work performed by that Party hereunder and all persons performing same and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between COSA and VIA, their officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-

employee, principal-agent, partners or joint venturers between COSA and VIA. The Parties hereto understand and agree that VIA has no authority to bind COSA, nor does COSA have any authority to bind VIA.

VI. ASSIGNMENT

6.01 Neither Party shall assign, sell, pledge, transfer or convey any interest in this Agreement to any other party. Any such attempt at an assignment will be *void ab initio*, and shall confer no rights on the purported assignee.

6.02 Parties shall provide and perform all services and responsibilities required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

VII. THIRD PARTY BENEFICIARY

7.01 For purposes of this Agreement, including its intended operation and effect, the Parties specifically agree that: (1) the Agreement only affects matters/disputes between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with COSA or VIA or both, or that such third persons may benefit incidentally by this Agreement; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person from obligations owing by them to either COSA or VIA.

VIII. AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both COSA and VIA.


IX. ENTIRE AGREEMENT

This Agreement, together with its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article VIII.

Signatures appear on the next page

EXECUTED and **AGREED** to as of the dates indicated below.

CITY OF SAN ANTONIO		VIA METROPOLITAN TRANSIT
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(Signature)	(Signature)
Printed Name: _____	Printed Name: <u>Terry Dudley</u>
Title: _____	Title: <u>MANAGER OF PROCUREMENT</u>
Date: _____	Date: <u>October 26, 2016</u>

Approved as to Form:

Robert K. Nordhaus
Assistant City Attorney

ATTACHMENTS:

Exhibit "A" Contract Modification to the Underlying Agreement
Exhibit "B" Underlying Agreement



CITY OF SAN ANTONIO
SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

SOLICITATION NAME: *Annual Contract for Propane Motor Fuel*

PRIME CONTRACTOR NAME: *Longhorn Propane LP*

Please review the following information before completing the form:

1. NO API HAS BEEN APPLIED TO THE SOLICITATION.
2. Prime contractor must list ALL certified and non-certified Subcontractors/Suppliers that will be utilized for the entire contract period.
3. To be SBEDA eligible, a Prime contractor or Subcontractor must be certified as a Small Business Enterprise (SBE) through the South Central Texas Regional Certification Agency (www.SCTRCA.org) AND must be headquartered or have a significant business presence in the San Antonio Metropolitan Statistical Area.

For further clarification, please contact Small Business Office at (210) 207-3922 or refer to the SBEDA language within the solicitation document(s).

ROLE	NAME OF FIRM	SBEDA ELIGIBLE (YES/NO)	DOLLAR AMOUNT BY FIRM	% OF TOTAL CONTRACT VALUE BY FIRM	WORK TO BE PERFORMED (S DIGIT NIGP CODE)
PRIME CONTRACTOR					
SUB					
SUB					
SUB					
SUB					
SUB					

I hereby affirm that the information on this form is true and complete to the best of my knowledge and belief. I possess internal documentation from all proposed Subcontractors/Suppliers confirming their intent to perform the scope of work for the price or percentage indicated. I understand and agree that if approved, this document shall be attached thereto and become a binding part of the contract.

Prime Contractor's Authorized Agent:

Sign and Date *Cheryl Hamp 07-16*

Name *Cheryl Hamp*

Title *Finance/Adm MGR*

Director or Designee of Economic
Development:

Sign and Date *[Signature]*

☒ APPROVED

☐ DENIED

Version: 7/15/16 pg.1

A T T A C H M E N T I I

INTEGRATION AGREEMENT FOR HD-5 PROPANE MOTOR FUEL

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Agreement is entered into by and between the **CITY OF SAN ANTONIO**, a Texas Municipal Corporation ("City") and **LONGHORN PROPANE LP** ("Contractor"), a Texas limited partnership, both of whom may be referred to herein collectively as the "Parties".

WHEREAS, Contractor entered into an agreement with the VIA Metropolitan Transit ("VIA"), a local governmental entity, on or about October __, 2016, for the delivery of HD-5 Propane Motor Fuel (the "VIA Contract"); and

WHEREAS, State law allows local governmental entities to engage in cooperative purchasing, thereby satisfying the requirements of competitive bidding; and

WHEREAS, VIA and Contractor have agreed to allow City to utilize the prices, terms and conditions of the VIA Contract, as may be modified between Contractor and City by this Agreement;

NOW THEREFORE, the Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. TERM

- 1.1 Original Term. The original term of this Agreement shall begin upon the last to occur of **(a)** November 1, 2016, or **(b)** the effective date of the City ordinance awarding this Agreement; and shall terminate on October 31, 2019.
- 1.2 Renewals. Parties recognize that the VIA contract includes two (2) one-year options to extend the term. If the VIA Contract shall be renewed for either or both of the renewal terms, City may renew this Agreement for the same period as the VIA Contract. Renewal by City shall be in writing and signed by City's Director of Building and Equipment Services ("Director"), or his designee, without additional approval from the San Antonio City Council, so long as funds have been appropriated therefor.

II. SCOPE OF SERVICES

- 2.1 VIA Contract. Contractor hereby agrees to provide those goods and services to City as described and specified in the VIA Contract, under the same terms and conditions stated therein, except to the extent modified by this Agreement. The VIA Contract is attached hereto and incorporated herein for all purposes as Attachment A. To the extent of a conflict between the VIA Contract and this Agreement, this Agreement shall control.
- 2.2 All references in the VIA Contract to VIA Metropolitan Transit, or any acronym therefor, shall also be deemed to refer to City, unless clearly inapplicable. All references in the VIA Contract to

the VIA Board of Trustees shall also be deemed to refer to the San Antonio City Council, unless clearly inapplicable.

- 2.3 No modifications or amendments to the VIA Contract made after execution of this Agreement, other than to the term, shall be binding on City, unless expressly agreed to by City by written amendment to this Agreement. Director shall have the authority to execute all such amendments without further action by the San Antonio City Council, subject to and contingent upon appropriation of any necessary funds therefore.
- 2.4 All services shall be coordinated through the Director of City's Building and Equipment Services Department ("BES Director"), or his designee.
- 2.5 Delivery shall be FOB to City specified fueling locations. Fueling locations are:
 - Northeast Service Center-10303 Tool Yard, San Antonio, TX 78233 (210) 207-0701
 - Northwest Service Center-7000 Culebra, San Antonio, TX 78238 (210) 680-3821
 - Southeast Service Center- 7402 S. New Braunfels, San Antonio, TX 78223 (210) 359-3130
- 2.6 Contractor shall notify City's Fleet Services Fuel Section (210) 207-8380/8383 prior to delivery.
- 2.7 Deliveries will only be accepted Monday-Fridays: 7:00 a.m. – 4:00 p.m., excluding City Holidays.
- 2.8 City anticipates requesting fuel deliveries when storage tank levels fall to approximately 35%. Tank capacity is 18,000 gallons, with one tank at each fueling location. Orders will be placed by the City's Fleet Services Fuel Section. Delivery shall be made within one calendar day of order placement.

III. INVOICING

- 3.1 Contractor shall send monthly invoices to City at:

City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas, 782830-3976, with a copy to

City of San Antonio, Fleet Maintenance & Operations Department, Attn: Martha O. Rivera, 329 S. Frio St., San Antonio, Texas 78207.
- 3.2 Invoices shall be in a form and content approved by City. All invoices shall include City's Purchase Order number.

IV. INSURANCE

- 4.1 Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Purchasing & General Services Department, which shall be clearly labeled "HD-5 Propane Motor Fuel" in the Description of Operations block of the Certificate. The

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

- 4.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.
- 4.3 A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Environmental Impairment/ Impact – sufficiently broad to cover disposal liability (or Pollution Liability as listed below.) g. Damage to property rented by you	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage g. \$100,000

4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence</u>
5. Contractor's Pollution Liability	\$1,000,000 per occurrence

- 4.4 Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.
- 4.5 As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Building and Equipment Services Department
P.O. Box 839966
San Antonio, Texas 78283-3966

- 4.6 Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
 - Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- 4.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- 4.8 In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- 4.9 Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.
- 4.10 It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- 4.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..
- 4.12 Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

V. INDEMNITY

- 5.1 **CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of,**

resulting from or related to CONTRACTOR' activities under this Agreement, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

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

VI. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY

(SBEDA)

A. Contract Requirements and Commitment

Contractor understands and agrees that the following provisions shall be requirements of this Agreement, and Contractor commits to comply with these requirements.

B. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2016-05-19-0367 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development Department (EDD) website page and is also available in hard copy format upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of the SBEDA Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary

manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

C. Definitions

Affirmative Procurement Initiatives (API) – Refers to various S/M/WBE Program tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE Program tools, see Section III.D of Attachment A to the SBEDA Ordinance). To be eligible for the benefits of race- and gender-conscious APIs as provided in the SBEDA Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

Annual Aspirational Goal – a non-mandatory annual aspirational percentage goal for overall M/WBE Prime and subcontract participation in City of San Antonio contracts is established each year for Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contract Industry Categories. This Annual Aspirational Goal is to be set (and thereafter adjusted) by the Goal Setting Committee (GSC) based upon the M/WBE availability by industry in accordance with the City's 2015 Disparity Study findings, along with relative M/WBE availability data to be collected by the City through its CVR system, and the utilization of M/WBEs. Any adjusted Annual Aspirational Goals for a given industry should not exceed the Expected Availability for award dollar weights as found in the 2015 Disparity Study. Annual Aspirational Goals are not to be routinely applied to individual contracts, but are intended to serve as a benchmark against which to measure the overall effectiveness of the S/M/WBE Program on an annual basis, and to gauge the need for future adjustments to the mix and to the aggressiveness of remedies being applied under the Program. Percentage Goals for S/M/WBE participation may be established by the GSC on a contract-by-contract basis based upon similar data and analysis for the particular goods and services being purchased in a given contract. The M/WBE Annual Aspirational Goals for FY 2016 are:

Construction – 51%
Architecture and Engineering – 29%
Professional Services – 45%
Other Services – 54%
Goods and Supplies - 41%

Award – the final selection of a Respondent for a specified Prime Contract or subcontract dollar amount. Contract awards are made by the City to Prime Contractors or vendors and by Prime Contractors or vendors to Subcontractor or sub-vendors, usually pursuant to a solicitation process. (Contract awards are to be distinguished from contract payments in that they only reflect the anticipated dollar amounts instead of actual dollar amounts that are paid to a contractor under an awarded contract).

Best Value Contracting – a purchasing solicitation process through which the Originating Department may evaluate factors other than price. Evaluation criteria for selection may include

a Respondent's previous experience and quality of product or services procured, and other factors identified in the applicable statute.

Centralized Vendor Registration System (CVR) – a mandatory electronic system of hardware and software programs by which the City recommends all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. All businesses awarded a City contract shall be required to register in the CVR. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

Certification – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City may accept any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6.

City – refers to the City of San Antonio, TX.

Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed.

Control – the authority of a person or business owner to sign responses to solicitations and contracts, make price negotiation decisions, sell or liquidate the business and have the primary authority to direct the day-to-day management and operation of a business enterprise without interference from others.

Economic Inclusion – efforts to promote and maximize commercial transactions within, between and among all segments of the business population, regardless of race or gender, within the Relevant Marketplace.

Emerging SBE (ESBE) – a certified SBE corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is independently owned and operated by Individuals legally residing in, or that are citizens of, the United States or its territories whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

Emerging M/WBE – a certified M/WBE firm whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

Evaluation Preference – an API that may be applied by the Goal Setting Committee to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime Respondents.

Formal Solicitation – an invitation for bids, request for proposals, request for qualifications or other solicitation document issued by a City department for a contract that requires City Council approval, in accordance with the procurement rules adopted by the City Manager or designee through a memorandum issued by the City Manager or designee, an Administrative Directive or a procurement manual issued under the authority of the City Manager or designee, and/or pursuant to statutory requirements.

Goal Setting Committee (GSC) – a committee, or series of committees, appointed and chaired by the City Manager or designee from the Executive Team that includes, at a minimum, the EDD Director or designee, and the Director of Finance or Director of Transportation and Capital Improvements (TCI) or their designees, the Director or designee of the Originating Department (if the Originating Department is neither Finance nor TCI,) all without duplication of designees and two citizens appointed by City Council who are eligible to vote during the goal setting committee on contracts valued at \$3,000,000 and above. The City Manager or designee may also appoint two ex-officio members of the Small Business Advocacy Committee to serve on any GSC purely in an advisory and non-voting capacity. The GSC establishes S/M/WBE Program Goals for the City of San Antonio (e.g., Annual Aspirational Goals, Contract-by-Contract Subcontracting Goals, and determining which M/WBE segments are eligible for Segmented Subcontracting Goals annually) based upon Industry Categories, vendor availability, project-specific characteristics, and M/WBE utilization. The GSC also makes determinations about which Affirmative Procurement Initiatives (APIs) are to be applied to specific contracts based upon various criteria.

Good Faith Efforts – documentation of the Respondent's intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation as stated in the solicitation reflecting the Respondent's commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office's directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and CONTRACTORS that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.)

HUBZone Firm – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

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

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

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

Joint Venture Incentives – an API that provides inducements for non-SBE and non-M/WBE firms to collaborate with SBE or M/WBE partners in responses to solicitations and performing a Prime Contract to supply goods to, or to perform non-Construction services on behalf of, the City. Joint ventures are manifested by written agreements between two or more Independently Owned and Controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its

contribution to the venture. Incentives under this API may include Evaluation Preferences that are tied to the percentage of SBE or M/WBE participation in the joint venture, expedited issuance of building permits and extra contract option years in certain Other Services and Goods & Supplies contracts.

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

M/WBE Directory – a listing of M/WBEs that have been certified for participation in the City's M/WBE Program APIs.

M/WBE Subcontracting Program – an API in which Prime Contractors or vendors are required to make Good Faith Efforts to subcontract a specified percentage of the value of prime contract dollars to certified M/WBE firms. Such subcontracting goals may be set and applied by the GSC on a contract-by-contract basis to those types of contracts that provide subcontract opportunities for performing Commercially Useful Functions wherein:

- (1) There have been ongoing disparities in the utilization of available M/WBE Subcontractors; or
- (2) Race-Neutral efforts have failed to eliminate persistent and significant disparities in the award of prime contracts to M/WBEs in a particular Industry Category or industry segment (e.g., Construction contracts, Professional Services contracts, and Architectural and Engineering contracts), and subcontract opportunities are limited outside of City contracts.

When specified by the GSC, the M/WBE Subcontracting Program may also be required to reflect Good Faith Efforts that a Prime Contractor or vendor has taken (or commits to taking in the case of solicitations that do not include a detailed scope of work or those in which price cannot be considered a factor in evaluation), toward attainment of subcontracting goals for M/WBE firms.

M/WBE Evaluation Preference – an API that the City may apply to requests for proposals or qualifications (RFPs or RFQs) on City Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts that are issued pursuant to a Best Value Contracting method or other methods of procurement wherein criteria other than lowest price are factored into the selection process. M/WBEs that submit responses for these kinds of solicitations are awarded additional Points in the scoring of their responses when evaluating and ranking their responses against those submitted by non-minority firms. Where specified in contract specifications as approved by the Goal Setting Committee, the M/WBE Evaluation Preference may be limited to Emerging M/WBE firms.

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members, and

that is ready, willing and able to sell goods or services that are purchased by the City. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term "MBE" as used in the SBEDA Ordinance is not inclusive of women-owned business enterprises (WBEs).

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

African-Americans: Persons with origins in any of the black racial groups of Africa.

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

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

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

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

Payment – dollars actually paid to Prime Contractors and/or Subcontractors and vendors for City contracted goods and/or services.

Points – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts (e.g., up to 20 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

Prime Contractor – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City.

Race-Conscious – any business classification or API wherein the race or gender of business owners is taken into consideration (e.g., references to M/WBE programs and APIs that are listed herein under the heading of "Race-Conscious"). To be eligible for the benefits of race- and gender-conscious APIs as provided in this Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

Race-Neutral – any business classification or API wherein the race or gender of business owners is not taken into consideration (e.g., references to SBE programs and APIs that are listed herein under the heading of "Race-Neutral").

Relevant Marketplace – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the 2015 Disparity Study, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is

defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

Respondent – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City.

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

Responsive – a firm's submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

San Antonio Metropolitan Statistical Area (SAMSA) – also known as the Relevant Marketplace, the geographic market area from which the City's 2015 Disparity Study analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

Segmented M/WBE Goals – the application of multiple goals for M/WBE participation within Annual Aspirational Goals or for M/WBE Subcontracting Goals on an individual City contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals. Such segmented goals specifically target the participation of a particular segment of business enterprises owned and Controlled by WBEs or certain Minority Group Members (e.g., African-Americans or Hispanic-Americans) based upon relative availability and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. The application of Segmented M/WBE Goals is intended to ensure that those segments of M/WBEs that have been most significantly and persistently underutilized receive a fair measure of remedial assistance.

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

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

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

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

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

Solicitation Incentives – additional inducements or enhancements in the solicitation process that are designed to increase the chances for the selection of S/M/WBE firms in competition with other firms. Such inducements and enhancements may include such terms as additional contract option years, increased quantities in supply contracts, and evaluation preferences, where not prohibited by law. These solicitation incentives may be applied as appropriate to solicitations, contracts, and letter agreements for Construction, Architecture and Engineering services, Professional Services, Other Services, and Goods & Supplies contracts, including change orders and amendments.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of the binding agreement between the Prime Contractor and the Subcontractor shall be submitted prior to the City's issuance of a notice to proceed.

Suspension – the temporary stoppage of an SBE or M/WBE firm's beneficial participation in the City's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7, or pursuant to the Penalties and Sanctions set forth in Section III.E.13.

Subcontractor/Supplier Utilization Plan – a binding part of this contract agreement which states the CONTRACTOR's commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee. A copy of CONTRACTOR'S Subcontractor/Supplier Utilization Plan is attached hereto as Attachment I and incorporated herein by reference for all purposes.

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

D. SBEDA Program Compliance – General Provisions

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

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

Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.

5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.
6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.
7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone Subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.
8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the CONTRACTOR for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System (CVR), and CONTRACTOR has represented to CITY which primary commodity codes each Subcontractor will be performing under for this contract. CITY recommends all Subcontractors to be registered in the CVR.

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiatives to this contract.

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

F. Commercial Nondiscrimination Policy Compliance

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

G. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

H. Violations, Sanctions and Penalties

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

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

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

1. Suspension of contract;
2. Withholding of funds;
3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
4. Refusal to accept a response or proposal; and
5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

VII. MISCELLANEOUS

- 6.1 Notices. All notices to be provided to City shall be sent to:

City of San Antonio, Building and Equipment Services Department, Fleet Services Division -
Attn: Martha O. Rivera

Street Address: 329 S. Frio St., San Antonio, Texas 78207, or
Mailing Address: P.O. Box 839966, San Antonio, Texas 78283-3966.

All notices to be provided to Contractor shall be sent to:

Longhorn Propane LP.

Attn.: Colton King

Street Address: 1763 FM 2673
CANYON LAKE, TX 78133
Mailing Address: P.O. BOX 2030
CANYON LAKE, TX 78133

- 6.2 **THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**
- 6.3 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

CITY OF SAN ANTONIO:

LONGHORN PROPANE, LP:

By: _____
Title: _____
Date: _____

By: [Signature]
Title: V.P. / Partner
Date: 10-19-16

Approved as to Form:

Robert K. Nordhaus
Assistant City Attorney

RKN
11/10/16
Item No. 7

A T T A C H M E N T I I I



INVITATION, BID, AND AWARD

DATE ISSUED:

August 4, 2016

CONTRACT #16-489 PURCHASE ORDER NO. _____

BID FOR: HD-5 Propane Motor Fuel

BID OPENING TIME AND DATE: 2:00 PM, September 2, 2016

INVITATION FOR BID

Sealed bids, subject to the Terms and Conditions of the Invitation for Bids and the accompanying Schedule, such other contract provisions, specification, drawings or other data as are attached or incorporated by reference in the schedule, will be received at the office of the Manager, Procurement Department, VIA Metropolitan Transit, 800 W. Myrtle, Suite 203, San Antonio, Texas 78212, until the date and time indicated above, and at that time publicly opened to furnish the supplies or services described in the accompanying Schedule, for delivery F.O.B. VIA Metropolitan Transit. General information and instructions to bidders are contained in the Terms and Conditions attached hereto.

BID

SCHEDULE OF SUPPLIES AND SERVICES

Contract Term: November 1, 2016 through October 31, 2019

NOTES TO BIDDERS

1. Multiple Contract Awards. It is VIA's desire to contract with one or more Contractors that can provide HD-5 Propane Motor Fuel. Bidders are asked to consider bidding line item one (1), line item two (2) and/or option one (1) for the supply of propane motor fuel. Option 1 is for pricing to supply the City of San Antonio. VIA will award a contract to the lowest responsive and responsible bidder for each line item. If VIA chooses to exercise the options, VIA will include the price of the option in the price adjudication.
2. Escalation/De-escalation: During the term of this contract, prices will be increased or decreased, to reflect changes in the OPIS North American LPG Report for Mont Belvieu Spot Gas Liquids TET Propane. Invoices will be paid based on the price for propane as published in the OPIS. (Please see Scope of Work part 1.16 and Attachment B for VIA pricing). This subscription and publication is the only price index VIA will use. (Supersedes Part 3.43, Escalation).
3. For bid tabulation purposes, VIA will compare the bid price for propane motor fuel with the Mont Belvieu Spot LP TET Gas as published in the daily and weekly index for September 1, 2016.
4. Do not include taxes or the Propane Education and Research Council (PERC) in the bid price.
5. Small Business Participation. For the purpose of this contract, the goal for utilization of Small Business Participation shall be as follows:
7 Percent of the Contract Dollar Amount. Bids that fail to meet this goal or to provide proper and acceptable documentation showing that a good faith effort was made to meet the goal will be deemed non-responsive.
 Information regarding VIA's SBE program is available from the SBE office by calling 210-362-2077.
6. Bidder must submit the following forms with their bid. Failure to do so may deem the bid non-responsive:
 - a) Schedule of Supplies and Services
 - b) Statement of Eligibility
 - c) Acknowledgment of Addenda (if applicable)
 - d) Affidavit of Non-Collusion
 - e) List of Similar Contracts
 - f) Certification of Restrictions on Lobbying
 - g) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - h) Business Questionnaire
 - i) Conflict of Interest Questionnaire
 - j) Certificate of Interested Parties (Form 1295)
 - k) Schedule of Participation (Proposed SBE firms must be certified with VIA by the bid opening date)
 - l) SBE Participation Certification
 - m) SBE Unavailability Certification
 - n) Exhibit A - Product Information and Product Compliance Certification
 - o) SDS for product bid
 - p) Requested contact information
 - q) VIA's Declaration of Agency Sustainability
7. The quantities shown are approximate quantities only. Actual usage may be more or less than the quantities shown. Potential Bidders should familiarize themselves with VIA's fuel facility and storage tank locations before submitting a bid.

NAME OF BIDDER OR CONTRACTOR

Lenghorn Propane LP

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID

SIGNED

Celia J. [Signature]

DATE OF BID

9-7-16

SCHEDULE OF SUPPLIES AND SERVICES

9. Bidders must identify with their bids the primary plant and a single loading rack within the identified plant from which the HD-5 Propane, to be delivered to VIA, will originate.
10. Bidders are required to provide the quality control procedures for the loading rack/plant indicated in Exhibit A with their bid. If different procedures than stated above please indicate so in the bid. However, the bidder must identify the backup facility in the bid submission.
11. **SAMPLE TESTING:** Prior to award of the contract, the apparent lowest, responsive and responsible bidder may be required to submit two samples of the HD-5 propane being bid within three (3) working days of receiving a request from VIA. Failure to comply with this request by the deadline mentioned above may deem your bid non-responsive. A one (1) liter sample must be contained in a floating piston cylinder per Gas Processors Association (GPA) Standard 2174-93, Method for Obtaining Liquid Hydrocarbon Samples Using Floating Cylinder. A five (5) gallon sample must be provided to ascertain moisture content. VIA will send the sample to Dixie Services (Houston, Texas). The bidder will provide the floating piston cylinder and the five (5) gallon cylinder propane samples. The bidder is responsible for making arrangements on the return of the floating piston cylinder with Dixie Services. This service will be at no additional charge to VIA. Dixie Services will perform tests for compliance with the ASTM D1835-12 Special Duty Propane Standard that is equal to the GPA Standard 2140-97 for Propane HD-5. VIA will pay all testing costs (approximately \$2,200.00) providing the sample meets the specification. However, in the event a sample does not pass the tests, the bidder will reimburse VIA for the costs. Bidder's whose samples do not pass the test will be deemed non-responsive. At any time during the Contract period, VIA may elect to test the supplied HD-5 Propane for compliance with the SPECIFICATIONS FOR HD-5 PROPANE MOTOR FUEL as listed herein. VIA will pay all testing costs providing the tested HD-5 Propane sample is found to be in total compliance with the specification. However, in the event a sample does not pass one or more of the compliance tests, the bidder, upon notice of product non-compliance as issued by VIA:
- reimburse to VIA all cost associated with the sample testing,
 - remove, at the bidder's expense, all non-compliant HD-5 Propane from VIA and Star Shuttle facilities,
 - immediately produce compliant HD-5 Propane for VIA use, and reimburse VIA for all losses, if any, associated with VIA's use of non-compliant HD-5 Propane.
12. **INSURANCE REQUIREMENTS:** The Contractor shall furnish the following types of insurance for the duration of the contract (See Part 2, Insurance Requirements).
- Worker's Compensation Insurance
 - Employer's Liability Insurance
 - Commercial General Liability Insurance
 - Commercial Automobile Liability Insurance
13. Bidder's submittal must contain **PROOF OF INSURABILITY:** Please submit a letter from your insurance provider stating the provider's commitment to insure the Bidder for the types of coverage's and at the levels specified in this IFB if awarded a contract in response to this IFB. The Bidder shall also submit a copy of their current insurance certificate.
14. Per gallon Markup/Markdown over daily OPIS for bobtail deliveries in cases of maintenance or emergency repair for VIA at 1720 N. Flores, San Antonio, Texas 78212. (Please see Part 1.4 of the Scope of Services-do not include the 0.50 refund of excise taxes or PERC fee).
- Per gallon Markup/Markdown over daily OPIS for bobtail deliveries in cases of maintenance or emergency repair for Star Shuttle at 1308 Parkridge, 78216. (Please see Part 1.4 of the Scope of Services - do not include the 0.50 refund of excise taxes or PERC fee).

\$ 2.00

\$ 2.00

Discount Terms 0 % N/A days Net 30 (see Article 3.35 Payment and Article 3.42 Discounts)Delivery 1 calendar days after receipt of order.

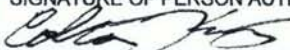
ALL BIDS WILL BE ACCEPTED ON A LOW ITEM BASIS UNLESS BIDDER OTHERWISE INDICATES BY CHECKING THE FOLLOWING:

☐ BIDDING ON AN "ALL OR NONE" BASIS.

NAME AND ADDRESS OF BIDDER/E-MAIL ADDRESS

Longhorn Propane LP
 P.O. Box 2030
 Canyon Lake, TX 78133
 cheryl@longhornpropane.com

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID



DATE OF BID

9-7-16

TYPE OR PRINT SIGNER'S NAME AND PHONE NUMBER

Colton King 830-708-8583

AWARD

ACCEPTED AS TO ITEMS NUMBERED:

DATE OF AWARD

AMOUNT

SUBMIT INVOICES IN DUPLICATE TO:

VIA METROPOLITAN TRANSIT
 800 W. Myrtle Suite 203
 San Antonio, TX 78212

VIA METROPOLITAN TRANSIT

BY

CONTRACTING OFFICER

SCHEDULE A
SCHEDULE OF SUPPLIES AND SERVICES
FOR
HD-5 PROPANE (MARKUP/MARKDOWN)

ITEM	QTY	UNIT	DESCRIPTION	PER GALLON
1	2,299,957	GAL	<u>HD-5 Propane Motor Fuel for VIA.</u> <u>Transport loads delivered to 1720 N.</u> <u>Flores, San Antonio TX 78212.</u> Includes all transportation cost and does not include OPIS price index, taxes, fees or rebates. Bid price not to exceed four decimal places. The mark up/mark down will be added to the <u>previous days OPIS</u> to obtain the price per gallon. (See Part 1.16 of the Scope of Work for the index).	\$ <u>0.1365+</u> Transport loads to VIA at 1720 N. Flores St. San Antonio TX 78212 <u>Markup/Markdown</u> (circle one)
2	771,799	GAL	<u>HD-5 Propane Motor Fuel for Star</u> <u>Shuttle.</u> Bobtail/Transport loads <u>delivered to 1308 Parkridge Drive,</u> <u>San Antonio TX 78216.</u> Includes all transportation cost and does <u>not</u> include OPIS price index, taxes, fees or rebates. Bid price not to exceed four decimal places. The mark up/mark down will be added to the <u>previous days OPIS</u> to obtain the price per gallon. (See Part 1.16 of the Scope of Work for the index).	\$ <u>0.6995+</u> Bobtail/Transport loads to Star Shuttle at 1308 Parkridge Drive San Antonio TX 78216 <u>Markup/Markdown</u> (circle one)

DO NOT INCLUDE THE PROPANE EDUCATION AND RESEARCH COUNCIL FEE IN THE MARKUP/MARK DOWN

The quantities listed above are estimates, actual quantities maybe more or less than the quantities shown.

<u>Longhorn Propane LP</u>	<u>Cotton King</u>	<u>9-7-16</u>
NAME OF BIDDER	SIGNATURE OF PERSON AUTHORIZED TO SIGN	DATE

SCHEDULE B
SCHEDULE OF SUPPLIES AND SERVICES
PER GALLON DELIVERY CHARGE
PER PROPERTY
FOR THE CITY OF SAN ANTONIO
(TO BE ADDED TO FUEL MARK UP/MARK DOWN)
SEE PART 1, SCOPE OF WORK
OPTION 1

HD-5 Propane Motor Fuel for the City of San Antonio: Markup/Markdown includes all transportation cost and does not include index, taxes, fees or rebates. Bid price not to exceed four decimal places.

ITEM	QTY	UNIT	DESCRIPTION	PRICES PER GALLON
1A.	75,000	GAL	Per Gallon for Delivery to Northeast Service Center - 10303 Tool Yard San Antonio, TX 78233 Phone: (210) 207-0701.	\$ <u>0.1565</u> <u>Markup/Markdown</u> (circle one)
1B.	75,000	GAL	Per Gallon for Delivery to Northwest Service Center - 7000 Culebra San Antonio, TX 78238 (210) 207-0246.	\$ <u>0.1565</u> <u>Markup/Markdown</u> (circle one)
1C.	75,000	GAL	Per Gallon for Delivery to Southeast Service Center - 7402 S. New Braunfels San Antonio, TX 78223 (210) 206-8489.	\$ <u>0.1565</u> <u>Markup/Markdown</u> (circle one)

For deliveries of propane motor fuel related to the City of San Antonio please notify Fleet Services fuel section (210) 207-8380 and/or (210) 207- 8383. Tank capacity for each site is 18,000 gallons. The City of San Antonio estimates an annual usage of 75,000 gallons. The Fleets Services Fuel Section will place orders once storage tanks reach thirty-five percent capacity. Orders will be for approximately nine thousand gallons. Delivery will be complete within one calendar day of order placement. The COSA Fleet Services Fuel Section will handle all billing and ordering for the COSA. The contact numbers for Fleet Services are (210) 207-8380 and/or (210) 207-8383.

The quantities listed above are estimates, actual quantities maybe more or less than the quantities shown. VIA may choose at the time of award or later, to award the option. However, VIA will include the price of the option in the price adjudication. Option items 1A, 1B, and 1C will be awarded in an "all or none" basis.

Longhorn Propane LP

NAME OF BIDDER

[Signature]

SIGNATURE OF PERSON AUTHORIZED TO SIGN

9-7-16

BID DATE

**PART 1
SCOPE OF SERVICES**

- 1.0 **OVERVIEW:** Bidders are asked to consider bidding line item one (1), line item two (2) and option one (1) for the supply of propane motor fuel. Option 1 is for pricing to supply the City of San Antonio, pricing for Option 1 shall be "all or none." VIA will place propane orders for Star Shuttle and will be responsible for invoices related to Star Shuttle deliveries. Option 1 is to supply the City of San Antonio (See the Schedule B for list of locations for the city of San Antonio, hours of operations, contact information and special provisions).

The City of San Antonio has more than one delivery site for transport loads. Bidders are asked to bid a per gallon mark up for delivery per site. If the City of San Antonio participates it will issue purchase orders and payments directly to the Contractor. The City of San Antonio will handle their ordering, billing and contract disputes. The City of San Antonio's participation in this contract must be authorized by an Ordinance duly passed and approved by the San Antonio City Council.

If the City of San Antonio ("City") participates in this contract, the City and the Contractor shall evidence such participation by executing and dating the Integration Agreement for HD-5 Propane Motor Fuel attached hereto as "Attachment C" and made a part hereof for all purposes.

- 1.1 **DESCRIPTION OF WORK:** The contract is for the purchase of liquefied petroleum gas (HD-5) under a supply agreement for VIA. The term fuel is further expanded in the following scope of work to include Liquefied Petroleum Gas (LPG). VIA has an estimated requirement of 2,299,957 gallons of HD-5 Propane Motor Fuel through the three (3) term of the contract. Star Shuttle has an estimated requirement of 771,799 gallons through the three (3) term of the contract.
- 1.2 **CONTRACT TERM:** The contract term is three (3) years. Following the 3-year term VIA may, at its option, extend the contract in writing for two (2) additional 1-year terms. All terms and conditions will remain the same. Prices are to be held firm for a period of no less than twenty-four (24) months from date of contract commencement. Following the twenty-four (24) month term, VIA may allow one escalation in price every twelve (12) months with proper and acceptable documentation. VIA will determine if the requested price increase is fair and reasonable. VIA will approve or disapprove the price increase. Any subsequent price increases must be submitted to and approved by VIA in writing at least thirty (30) days before the proposed increase is to become effective (Supersedes art 3.43, Escalation).
- 1.3 **DELIVERY:** VIA's HD-5 Propane motor fuel storage capacity is 48,000 gallons (one 18,000 gallon tank and one 30,000 gallon tank) located at 1720 N. Flores, San Antonio, Texas 78212. VIA also leases a tank with capacity of 8,000 gallons for use by Star Shuttle located at 1308 Parkridge Drive San Antonio, Texas 78216. However, the LPG tank at Star Shuttle shall not exceed more than 1,600 gallons of LPG at any time.

Deliveries will be made in transport loads up to 9,000 gallons for deliveries to VIA, no split loads are acceptable. Deliveries to Star Shuttle will be in ~~about~~ deliveries of up to 1,600 gallons. Both locations may require deliveries on holidays. VIA anticipates approximately ten (10) deliveries a month for VIA and seven (7) deliveries per week at Star Shuttle. Complete delivery must be made within one (1) calendar day after an order is placed. Orders for delivery to VIA or Star Shuttle will be scheduled by VIA personnel by either fax or e-mail using VIA's order form (sample available upon request).

Provide your Company's:

Order fax number: 830-964-2296

Order email address(s): latisha@alenghainpropane.com

The Contractor will provide VIA a written confirmation that the order has been received by 2:00 p.m. the day an order is requested. This may be done by signing and returning VIA's order form by either fax or e-mail or by issuing a confirmation number by email.

VIA receives daily deliveries of fuel and can only allow one truck to unload at any given time. Therefore, the Contractor may have to wait for other deliveries to be completed before unloading. The delivery truck driver will be allowed to unload once current delivery unloading operations are completed and are cleared by VIA. The Contractor's drivers are required to stay with their trucks and unload only while VIA personnel are present. All deliveries shall be coordinated with VIA personnel. Delivery will be F.O.B. VIA Metropolitan Transit at 1720 N. Flores

- 1.8 **FUEL SPECIFICATION CERTIFICATION:** The Propane Motor Fuel Specification Certification attached hereto as "Exhibit A" Product Information and Product Compliance Certification is incorporated into this Invitation, Bid and Award and will be properly completed and executed by all Bidders and submitted with the bid. Propane Motor Fuel bid must meet or exceed all specifications or VIA will deem the bid non-responsive.
- 1.9 **PLANT IDENTIFICATION:** Bidders must identify the plant and a single loading rack within the identified plant from which the HD-5 Propane, to be delivered to VIA, will originate. VIA allows a backup plant in addition to the Contractor's primary source. However, the bidder must identify the backup facility in the bid submission. Also, bills of lading submitted to VIA by the Contractor during delivery must identify the plant origin.
- 1.10 **SERVICE:** The successful Contractor shall assign a knowledgeable service representative to this contract to assist VIA with HD-5 Propane services. The designated service representative shall provide technical phone support, billing inquiries and service issues for the duration of the contract term. The Contractor shall be required to resolve all billing issues that may need corrections or credits within seventy-two (72) hours of receiving requests either by phone, fax, e-mail, or letter. VIA will contact the Contractor when service support is needed. This service will be at no additional charge to VIA.

Assigned representative name: Colton King

- 1.11 **PHONE NUMBER, EMAIL ADDRESS AND EMERGENCY NUMBER:** The Contractor shall provide a toll-free telephone number, email address and contact person to place fuel orders and service calls. The Contractor service hours will be Monday through Sunday, 7:00 a.m. to 5:00 p.m. San Antonio Time.

Phone number 800-333-1828
Email address latisha@longhornprepares.com
Contact Person Latisha Loria

In addition, the Contractor must provide VIA a toll-free 24-hour emergency contact Contractor representative and telephone number in case an emergency order or service is required. The Contractor is ultimately responsible for providing an actual Contractor representative and not a Carrier or sub-contractors number. The Contractor representative will have the authority to make an emergency change order and arrange delivery with the carrier or sub-contractor.

Assigned representative name: Colton King
Emergency Phone Number (land line) 800-633-8253
Emergency Phone Number (cell phone) 830-708-8583

This service will be provided at no additional charge to VIA.

- 1.12 **FACILITY:** The Contractor shall be required to be equipped with the correct equipment to fit VIA's fuel storage tank for unloading fuel. This service will be at no additional charge to VIA.
- 1.13 **SAFETY PRACTICES:** All Carriers' employees or sub-contractors entering VIA property must be properly trained in all safety practices and requirements relating to transportation and unloading of LPG fuel products. The Contractor shall provide documentation of safety practices for their Carriers' and sub-contractors that related to standard practices for unloading fuel with their bid document.

While on VIA property, all Carriers' employees or sub-contractors will be expected to follow all VIA safety procedures and conduct themselves in a professional business manner. Smoking is not permitted in VIA's service station or fuel tank areas. Trucks shall use manufactured wheel chocks when fueling.

VIA Contractors are strictly prohibited from using any mobile electronic device (including but not limited to pagers, cellular phones, radios, MP3 players, Bluetooth headsets, earpieces, CD/DVD players, digital recorder) while operating a VIA vehicle or a vehicle used in the performance on a VIA contract. All mobile electronic devices and accessories (including Bluetooth devices) must be turned off, out of sight and not on the vehicle operator's person while operating a VIA vehicle or a Contractor vehicle used in the performance of a VIA contract. The use of a mobile electronic device is not permitted while walking through VIA's bus yard or other areas on VIA property requiring an increased level of safety (i.e. construction areas). The speed limit in the bus yard is 10 miles per hour (mph) and 5 mph in the maintenance area (Please see Attachment A). Contractors shall follow all established traffic patterns in

EXHIBIT A

Product Information and Product Compliance Certification

HD-5 PROPANE SPECIFICATIONS (complete in detail and submit with bid). Specifications must be the result of tests listed below.

All specifications are minimums:HD-5 PROPANE SPECIFICATIONRESULTSBIDDER'S SPECIFICATION

		Primary Plant	Secondary Plant
		DCP WILCOX	DCP OZONA
1. Composition: liquid volume percent propane (ASTM D2163)	not less than 90	97.493	97.539
2. Vapor Pressure: 100°F (37.8°C), max (ASTM D1267-12)	psig 208	208 MAX	208 MAX
	kPa 1434	Same	Same
3. Volatile Residue: evaporated temperature, 95%, max (ASTM D1837-11)	-37.0°F -38.3°C	Same	Same
or			
4. Butane and heavier, max, vol% (ASTM D2163-07)	2.5	1.204	0.159
5. Propylene content: max, vol% (ASTM D2163-07)	5.0	0	0
6. Residual Matter: residue on evaporation 100 mL, max, mL (ASTM D2158)	0.05	0	0
oil stain observation (ASTM D2158-11)	pass	pass	pass
7. Corrosion: copper strip (ASTM D1838-12)	No. 1	1A	1A
8. Total Sulfur: ppm, mass, max (ASTM D2784-11)	123	less	less
9. Hydrogen Sulfide (ASTM D2420-12a)	pass	0	0
10. Moisture content: (ASTM D2713-12)	pass	0	0

Primary Plant: DCP WILCOX
(Name of Plant)

Secondary Plant: DCP OZONA
(Name of Plant)

CERTIFICATION

Longhorn Propane LP
(Name of Firm)

certifies that the HD-5 Propane Motor Fuel being bid meets or exceeds the above minimum specifications.

[Signature]
Signature of Authorized Person to Sign Bid

STATEMENT OF ELIGIBILITY
(All Solicitations Valued at \$25,000 and above)

I hereby certify that Longhorn Propane LP
(Name of Bidder)

Is/is not (underscore one) included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standards Provisions.

Longhorn Propane LP
Name of Firm

PO Box 2030
Address

Canyon Lake TX 78133
City State Zip Code

Colton King
Signature of Authorized Person

Colton King
Name
Limited
Partnership
Type of Entity

General Manager / Partner
Position and/or Title

9-7-16
Date

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the Bidding Documents:

ADDENDUM NO. 1, DATED 8-4-16
ADDENDUM NO. 2, DATED 8-29-16
ADDENDUM NO. _____, DATED _____

NOTE: Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the bid.

Lenghorn Propane LP
Name of Bidder

1763 FM 2673
Street Address

Canyon Lake TX 78133
City State Zip Code


Signature of Authorized Official

Colton King
Name

Limited Partnership
Type of Entity

General Manager / Partner
Position and/or Title

9-7-16
Date

ADDENDUM



VIA Contract #: 16-489		Addendum Date: August 12, 2016
Contract: HD-5 Propane Motor Fuel		
Section: See Below	Paragraph: See Below	Page: See Below
Submittal Deadline:	Time: 2:00 PM	Date: September 2, 2016
Place: VIA Procurement Office, 800 W. Myrtle, Suite 203, San Antonio, Texas		

ADDENDUM NO. 1

This Addendum forms a part of the Contract Documents. It supplements and modifies them as follows:

1. Replace Part 1, Page 1 of the Schedule of Supplies and Services with the enclosed Part 1, Page 1 of the Schedule of Supplies and Services. The purpose of this change is to modify Item 5, Small Business Enterprise Participation.

NOTE: This executed Addendum is to be submitted with the bid. Failure to acknowledge receipt of this Addendum in the space provided below may cause the offer to be deemed non-responsive.

RECEIPT OF ADDENDUM IS HEREBY ACKNOWLEDGED BY:

FIRM Longhorn Propane LP

TYPED OR PRINTED NAME Colton King

TITLE General Manager/Partner

SIGNATURE Colton King

DATE 9-7-16

VIA CONTRACTING OFFICER John Pinsky

ADDENDUM



VIA Contract #: 16-489		Addendum Date: August 29, 2016
Contract: HD-5 Propane Motor Fuel		
Section: See Below	Paragraph: See Below	Page: See Below
Submittal Deadline:	Time: 2:00 PM	Date: September 7, 2016
Place: VIA Procurement Office, 800 W. Myrtle, Suite 203, San Antonio, Texas		

ADDENDUM NO. 2

This Addendum forms a part of the Contract Documents. It supplements and modifies them as follows:

1. Please replace Pages 3, 5, 6, and 7 of the Schedule of Supplies and Services and Scope of Services with the enclosed Pages 3, 5, 6, and 7 of the Schedule of Supplies and Services and Scope of Services. The purpose of this change is to allow for transport loads to Star Shuttle. The Changes appear in ***bold italicized*** text.
2. The deadline to submit bids for this project has been extended to 2:00 PM, September 7, 2016.

NOTE: This executed Addendum is to be submitted with the bid. Failure to acknowledge receipt of this Addendum in the space provided below may cause the offer to be deemed non-responsive.

RECEIPT OF ADDENDUM IS HEREBY ACKNOWLEDGED BY:

FIRM Longhorn Propane LP
TYPED OR PRINTED NAME Colton King TITLE General Manager / Partner
SIGNATURE Colton King DATE 9-7-16
VIA CONTRACTING OFFICER [Signature]

AFFIDAVIT OF NON-COLLUSION
(All Solicitations Valued at \$25,000 and above)

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the bidder (if the bidder is an individual), a member of the bidding partnership (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if bidder is a corporation);
2. That the attached bid has been arrived at by the bidder independently and has been submitted without collusion with, and without agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, services described in the Invitation for Bids, designed to limit independent bidding or competition.
3. That the contents of the bid have not been communicated by the bidder or its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid; and
4. That I have fully informed myself regarding the accuracy of the statements made on this affidavit.

Longhorn Propane LP

Company Name

1763 FM 2673

Street Address

Canyon Lake TX 78133

City State Zip Code

Limited Partnership

Type of Entity

Cotton King

Signature of Authorized Official

Cotton King

Printed Name of Authorized Official

General Manager/Partner

Position and/or Title

9-7-16

Date

Subscribed and sworn before me this 7th day of Sep, 2016.

NOTARY PUBLIC

My Commission Expires

Cheryl Hamp
3-3-20



LIST OF SIMILAR CONTRACTS/REFERENCES
(All Formal Solicitations)

1. Project: Valero
Contact Person: Kathy Nobles
Company Name: Kathy Nobles
Telephone Number: 210-345-2800
Fax Number: [REDACTED]
E-mail Address: [REDACTED]
2. Project: Camp Bullis / Ft Sam Houston
Contact Person: Mike Harris
Company Name: Mike Harris
Telephone Number: 210-710-1297
Fax Number: [REDACTED]
E-mail Address: [REDACTED]
3. Project: Two Rivers Propane
Contact Person: Rocky Poteat
Company Name: Rocky Poteat
Telephone Number: 832-334-8686
Fax Number: [REDACTED]
E-mail Address: [REDACTED]
4. Project: DCP Midstream
Contact Person: Tom Knouse
Company Name: Tom Knouse
Telephone Number: 713-735-3638
Fax Number: [REDACTED]
E-mail Address: [REDACTED]


Signature of Authorized Person

Colton King
Name

Limited
Partnership
Type of Entity

General Manager / Partner
Title and/or Position

CERTIFICATION OF RESTRICTIONS ON LOBBYING
(All Solicitations Valued at \$100,000 and above)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 7th day of Sep, 2016

Company Name: Longhorn Propane LP

By:


(Signature of Company Official)

General Manager / Partner
(Title of Company Official)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
(Pursuant to 49 CFR Part 29, Appendix B) (All Solicitations Valued at \$25,000 and above)

1. By signing and submitting this bid or proposal, the Bidder is providing the signed certification set out below.
2. The certification referred to in this paragraph clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, VIA may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to VIA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this paragraph, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 49 CFR Part 29. You may contact VIA for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by VIA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under subparagraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, VIA may pursue available remedies including suspension and/or debarment.

CERTIFICATION

The prospective lower tier participant certifies, by submission of this offer, that neither it nor its "principals," [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

When the prospective lower tier participant is unable to certify to the statements in this certification, prospective lower tier participant shall attach an explanation to this proposal.

Signature Colton King
Typed or Printed Name Colton King
Title General Manager / Partner
Company Lonehorn Propane LP
Date 9-7-16

BUSINESS QUESTIONNAIRE
(All Solicitations Valued at \$5,000 and above)

This questionnaire must be submitted for all potential Contractors and subcontractors listed on the Schedule of Participation.

1. Name of Proposed Contractor ("Business", herein): Longhorn Propane LP

Doing Business As: _____

EIN# 20-1621544 Other business name, if applicable) _____

2. Business Mailing Address: 1763 FM 2673
Street Address
Canyon Lake TX 78133
City State Zip Code

3. Business Telephone Number: (830) 964-2525 Fax Number: (830) 964-2296
E-mail address: latisha@longhornpropane.com

4. Business Type: ☐ Individual ☐ Corporation ☒ Partnership ☐ Joint Venture

5. Number of Years in Business: 36

6. Annual Gross Revenue: (M represents Millions)
☐ \$1M or less ☐ \$1M-\$5M ☒ \$5M-\$10M ☐ \$10M-\$16M ☐ \$16M or Over

7. Number of Employees:
☒ Less than 50 ☐ 50-100* ☐ 101-750 ☐ 751-1,000 ☐ 1,001 or over

8. Is Business Owned by Minority Ethnicity? ☐ Yes ☒ No

9. Ethnic Group: ☐ African American ☐ Hispanic American ☐ Native American
☐ Asian Pacific American ☐ Subcontinent Asian American ☐ Caucasian
☐ Other (Please Specify) _____

10. Female Owned Business? ☒ Male Owned Business? ☐ 33%

11. Physically Challenged? ☐ Yes ☒ No

12. Type of Work Performed: ☐ Construction ☒ Wholesale/Distributor ☐ Manufacturing
☐ Professional Service ☐ General/Technical Service ☒ Retail

13. Please provide a brief description of your materials and/or services:
Full service propane Retail/Wholesale since 1980 serving
South and Central Texas

14. Is the Business a subsidiary of another entity? ☐ Yes ☒ No

15. Has the Business, or any officer or partner thereof, failed to complete a contract? ☐ Yes ☒ No

16. Is any litigation pending against the Business? ☐ Yes ☒ No

17. Has the Business ever been declared "not responsible"? ☐ Yes ☒ No

18. Has the Business been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or otherwise disqualified from bidding, proposing or contracting? ☐ Yes ☒ No

19. Has the Business been a defaulter, as principal, surety or otherwise? ☐ Yes ☒ No

20. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default? ☐ Yes ☒ No
21. Is the Business in arrears upon a contract or debt? ☐ Yes ☒ No
22. Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion or qualification to receive a public contract? ☐ Yes ☒ No
23. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete the work on time or for any other reason? ☐ Yes ☒ No
24. If a "yes" response is given under questions 14 through 23, please provide a detailed explanation including dates, references to contract information, contacts, etc. (attach additional pages as necessary). VIA reserves the right to inquire further with respect thereto.

25. List the name and business address of each person or legal entity that has a 10% or more ownership or control interest in the Business (attach additional pages as necessary).

Robert King PO BOX 2030 Canyon Lake, TX 78133
Trina King PO BOX 2030 Canyon Lake, TX 78133
Colton King PO BOX 2030 Canyon Lake, TX 78133

26. Name of principal financial institution for financial responsibility reference.

Name of Bank: Prosperity Bank
 Address: 1805 FM 2673
 City and State: Canyon Lake, TX 78133
 Officer familiar with bidders account: Laurie Klock
 Federal Taxpayer I.D. number: 20-1621544

27. Please check all classifications that apply to your business:

☐ AABE ☐ ACDBE ☐ DIBE ☐ DBE ☐ MBE ☒ SBE
☐ VBE ☐ WBE ☒ ESBE ☐ & (A) ☐ AIBE

28. How were you notified of this solicitation? (Check all that apply—your response to this will help improve our outreach efforts.)

☐ Newspaper ☒ VIA Website ☐ TX Marketplace
☐ Direct Mail ☒ E-mail ☐ VIA Outreach
☐ Telephone ☐ Networking Event ☐ Other (Identify) _____

I, individually and on behalf of the business named above, do by my signature below certify that the information provided in this questionnaire is true and correct. I understand that if the information provided herein contains any false statements or any misrepresentations: 1) VIA will have the grounds to terminate any or all contracts which VIA has or may have with the business; 2) VIA may disqualify the business named above from consideration for contracts and may remove the business from VIA's bidders list; or/and 3) VIA may have grounds for initiating legal action under federal, state or local law.

Note: This questionnaire is also a certification form; the information requested will be used to determine small business status as per 13 CFR Part 121. Additionally, this information will allow VIA to report the amount of subcontracting activity with all businesses that offer the commodities and services used by VIA.

* Contractors that employ 50 or more transit related employees will be required to submit a copy of their EEO program.

Printed Name: Colton King Title: General Manager

Signature of Owner: Colton King Date: 9-7-16
 (Owner, CEO, President, Majority Stockholder or Designated Representative)

Questions about this document should be directed to the Contract Administrator

REV 2/15/13

N/A

CONFLICT OF INTEREST QUESTIONNAIRE (All Formal Solicitations)
For vendor or other person doing business with local government entity

FORM CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has affiliation or business relationship.

Name of Officer

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ YES ☐ NO

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

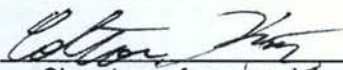
☐ YES ☐ NO

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ YES ☐ NO

D. Describe each affiliation or business relationship.

4



Signature of person doing business with the governmental entity

9-7-16

Date

CERTIFICATE OF INTERESTED PARTIES (All Solicitations Valued at \$100,000 and above)

FORM 1295

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

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Longhorn Propane LP Canyon Lake, TX
1763 FM 2673 USA

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

VIA METROPOLITAN TRANSIT

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

13-351 Propane Motor Fuel

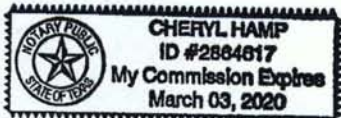
Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
<u>Robert King</u>	<u>Canyon Lake TX USA</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Trina King</u>	<u>Canyon Lake TX USA</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Colton King</u>	<u>Canyon Lake TX USA</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Colton King
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Colton King, this the 7th day of Sep, 2016, to certify which, witness my hand and seal of office.

Cheryl Hamp
Signature of officer administering oath

Cheryl Hamp
Printed name of officer administering oath

Notary
Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY



South Central Texas Regional Certification Agency

Your unified certification source
www.sctrca.org

August 24, 2016

Robert King
Longhorn Propane, LP
P.O. Box 2030
Canyon Lake, TX 78133

Dear Robert King:

We are pleased to inform you that your application for certification in our Small, Minority, Woman, African American, Veteran, and Disabled Individual Business Enterprise (S/M/W/AA/V/DI) Program has been approved. Your firm met the requirements of SCTRCA Standards and is currently certified as a:

***ESBE SBE**

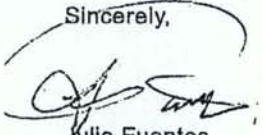
Certification Number: **216080545**
Certification Renewal: **August 31, 2018**
Certification Expiration: **August 31, 2018**

Providing the following products or services:
NAICS 424710: LIQUEFIED PETROLEUM GAS (LPG) BULK STATIONS AND TERMINALS

On the two year anniversary date of your certification, you are required to provide a renewal application affirming that no changes have occurred affecting your certification status. The SCTRCA will send you a Certification Renewal reminder **sixty (60) days** prior to your expiration date. The SCTRCA will no longer include a certificate upon certification renewals. Your expiration date is August 31, 2018.

Please notify this office within **thirty (30) days** of any changes affecting the size, ownership, control requirements, or any material change in the information provided in the submission of the certification application. Thank you in advance.

Sincerely,



Julio Fuentes,
Executive Director

**South Central Texas Regional Certification Agency
of Bexar County, Texas hereby duly affirms that:**

Longhorn Propane, LP

has successfully met the established requirements of SCTRCA's Business Enterprise Certification Program to be
certified as a

***ESBE SBE**

Certified NAICS Codes:

NAICS 424710: LIQUEFIED PETROLEUM GAS (LPG) BULK STATIONS AND TERMINALS



Certification Number: 216080545
Effective Date: August 24, 2016
Expiration Date: August 31, 2018

Julio Fuentes,
Executive Director

Note: This certificate is the property of the South Central Texas Regional Certification Agency and may be revoked should the above named firm graduate from or fails to comply with SCTRCA's Business Enterprise Program. A Certification Renewal Application is required every two years.

N/A

SBE UNAVAILABILITY CERTIFICATION

I, _____, _____
NAME TITLE
of _____, _____ certify that on _____
(FIRM) (DATE)

I contacted the following disadvantage contractor to obtain a bid for work item to be performed on

VIA Contract No. _____.

Disadvantaged Contractor	Work Items Sought	Form of Bid Sought (i.e. Unit Price, Materials and Labor, Labor only, etc.)

To the best of my knowledge and belief, said disadvantage contractor was unavailable (excessiveness of unavailability due to lack of agreement on price) for work on this project, or unable to prepare a bid, for the following reasons.



Signature

9-7-16

Date



**VIA Metropolitan Transit's
Declaration of Agency Sustainability**

As the primary provider of public transportation in the San Antonio region, VIA Metropolitan Transit has long recognized its role as a steward of the environment and is continually exploring innovations to lessen its impact. Implementation of an ISO 14001:2004-certified Environmental and Sustainability Management System (ESMS) is one way VIA serves and protects San Antonio.

VIA's Environmental and Sustainability Management System (ESMS) Policy states:

VIA Metropolitan Transit shall implement an Environmental & Sustainability Management System (ESMS) to provide a strategic and systematic approach to the management of environmental impacts. Implementation of an ESMS maximizes organizational benefit through risk mitigation, prevention of pollution, and regulatory compliance, and will help VIA to provide the community with safe, reliable and sustainable transportation. Each of VIA's employees is entrusted with incorporating the actions necessary in their work to fulfill this commitment.

By enacting this Environmental & Sustainability Management System, VIA commits to:

- *Implementation and continual improvement of environmental management practices and solutions*
- *Prevention of pollution and utilization of environmentally safe methods of disposal and recycling to maintain a safe and clean environment*
- *Compliance with applicable legal and other requirements to which VIA subscribes which relate to its environmental aspects*
- *Minimization of significant environmental impacts by establishing environmental objectives and targets*
- *Evaluation of environmental performance and progress through periodic review of the ESMS and related objectives and targets*
- *Integration of sustainable practices during planning and decision making processes and in all other work conducted at VIA*

VIA is committed to becoming an environmental leader in the industry and pledges to provide necessary education and tools to all persons working for or on behalf of VIA to successfully carry out this program. VIA promotes implementation of goals and programs that will continuously reduce our environmental impact on the community and environment. This environmental and sustainability management system policy will be documented, regularly reviewed, communicated to all persons working for or on behalf of VIA, and be made available to the public.

We are committed to assessment of the environmental impacts associated with our activities and services, and we will develop and track measures of our progress. It is our goal to have VIA Metropolitan Transit recognized as a regional environmental steward as well as a sustainability leader among transit agencies.

Please sign below to acknowledge that you have read VIA's ESMS Policy and are aware that VIA is ISO 14001:2004-certified.

Signature

9-7-16

Date

NA

SBE PARTICIPATION FOR PAYMENT

This is to certify that for the month of _____ the following subcontractor(s) and supplier(s) will be paid:

Name of subcontractor(s) or supplier(s)

Amount

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Clinton King
Name of Authorized Person

Clinton King
Signature of Authorized Person

9-7-16
Date

**INTEGRATION AGREEMENT FOR
HD-5 PROPANE MOTOR FUEL**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation ("City") and Longhorn Propane LP ("Contractor"), a [Contractor's type of entity and State of charter to be inserted here], both of whom may be referred to herein collectively as the "Parties".

WHEREAS, Contractor entered into an agreement with the VIA Metropolitan Transit ("VIA"), a local governmental entity, on or about 11-01, 2016, for the delivery of HD-5 Propane Motor Fuel (the "VIA Contract"); and

WHEREAS, State law allows local governmental entities to engage in cooperative purchasing, thereby satisfying the requirements of competitive bidding; and

WHEREAS, VIA and Contractor have agreed to allow City to utilize the prices, terms and conditions of the VIA Contract, as may be modified between Contractor and City by this Agreement;

NOW THEREFORE, the Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. TERM

- 1.1 Original Term. The term of this Agreement shall begin upon the first to occur of (a) November 1, 2016, or (b) the effective date of the ordinance awarding this Agreement; and shall terminate on October 31, 2019.
- 1.2 Renewals. Parties recognize that the VIA contract includes two one-year options to extend the term. If the VIA Contract shall be renewed, City may renew this Agreement for the same period as the VIA Contract. Renewal by City shall be in writing and signed by City's Director of Purchasing & General Services ("Director"), or her designee, without additional approval from the San Antonio City Council, so long as funds have been appropriated therefore.

II. SCOPE OF SERVICES

- 2.1 VIA Contract. Contractor hereby agrees to provide those goods and services to City as described and specified in the VIA Contract, under the same terms and conditions stated therein, except to the extent modified by this Agreement. The VIA Contract is attached hereto and incorporated herein for all purposes as Attachment A. To the extent of a conflict between the VIA Contract and this Agreement, this Agreement shall control.
- 2.2 All references in the VIA Contract to VIA Metropolitan Transit, or any acronym therefore, shall be deemed to refer to City, unless clearly inapplicable. All references in the VIA Contract to the VIA Board of Trustees shall be deemed to refer to the San Antonio City Council, unless clearly inapplicable.

- 2.3 No modifications or amendments to the VIA Contract made after execution of this Agreement, other than to the term, shall be binding on City, unless expressly agreed to by City by written amendment to this Agreement. Director shall have the authority to execute all such amendments without further action by the San Antonio City Council, subject to and contingent upon appropriation of any necessary funds therefore.
- 2.4 All services shall be coordinated through the Director of Building and Equipment Services Department, or his designee.
- 2.5 Delivery shall be FOB to City specified fueling locations. Fueling locations are:
- Northeast Service Center-10303 Tool Yard, San Antonio, TX 78233 (210) 207-0701
 - Northwest Service Center-7000 Culebra, San Antonio, TX 78238 (210) 207-0246
 - Southeast Service Center- 7402 S. New Braunfels, San Antonio, TX 78223 (210) 206-8489
- 2.6 Contractor shall notify City's Fleet Services Fuel Section (210) 207-8380/8383 prior to delivery.
- 2.7 Deliveries will only be accepted Monday-Fridays: 7:00 a.m. – 4:00 p.m., excluding City Holidays.
- 2.8 City anticipates requesting fuel deliveries when storage tank levels fall to approximately 35%. Tank capacity is 18,000 gallons, with one tank at each fueling location. Orders will be placed by the City's Fleet Services Fuel Section. Delivery shall be made within one calendar day of order placement.

III. INVOICING

- 3.1 Contractor shall send invoices to the City at:
- City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas, 782830-3976, with a copy to
- City of San Antonio, Fleet Maintenance & Operations Department, Attn: Jeremy Hawkins, 329 S. Frio St., San Antonio, Texas 78207.
- 3.2 Invoices shall be in a form and content approved by City. All invoices shall include City's Purchase Order number.

IV. INSURANCE

- 4.1 A) Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's _____ Department, which shall be clearly labeled "insert name of project/contract" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements

have been received and approved by the City's _____ Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

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

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

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Environmental Impairment/Impact sufficiently broad to cover disposal liability (or Contractor's Pollution Liability, as listed below)	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. Contractor's Pollution Liability	<u>\$1,000,000 per occurrence</u>

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

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Contractor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Contractor shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: _____ Department
P.O. Box 839966
San Antonio, Texas 78283-3966

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

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

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

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

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

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

K) It is understood and agreed that the insurance required is in addition to and separate from any

other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

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

V. INDEMNITY

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

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

VI. MISCELLANEOUS

6.1 Notices. All notices to be provided to City shall be sent to:

City of San Antonio, Building and Equipment Services Department - Attn: Jeremy Hawkins

Street Address: 329 S. Frio St., San Antonio, Texas 78207, or

Mailing Address: P.O. Box 839966, San Antonio, Texas 78283-3966.

6.2 **THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**

- 6.3 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Contract shall be heard and determined in the City of San Antonio, Bexar County, Texas.

CITY OF SAN ANTONIO:

[CONTRACTOR'S NAME
TO BE INSERTED]

By: _____
Title: _____
Date: _____

Longhorn Propane LP
By: [Signature]
Title: General Manager / Partner
Date: 9-7-16

Approved as to Form:

Robert K. Nordhaus
Assistant City Attorney

Environmental and Sustainability Management System Contractor Briefing and Awareness Package

INTRODUCTION

VIA Metropolitan Transit has implemented an Environmental and Sustainability Management System (ESMS) to serve as a structure for incorporating sustainable practices into daily operations. As part of this program, VIA has adopted an ESMS policy (below) that reflects VIA's commitment to making its operations more efficient and environmentally friendly. As the policy states, VIA must comply with legal and other requirements, work towards pollution prevention, and continually improve performance of the program. The ESMS uses the International Organization for Standardization's ISO 14001:2004 standard as a guideline.

As an ISO 14001:2004-certified agency, we must address the activities of employees and ensure that contractors, suppliers, and vendors working for or on behalf of VIA adhere to the relevant elements of the program. Because of your role assisting VIA, and the interaction of your activities with one or more of our significant environmental aspects, the policy and procedures pertain to you. This package has been created to familiarize you with the policy and aspects.

Included with this package is a form titled ED-4.4.6-4 (F) Contractor Management Environmental Manual. This form should be completed and returned with bid documents.

Please contact VIA's Procurement Department with any questions or concerns relating to the provided information.

ENVIRONMENTAL AND SUSTAINABILITY MANAGEMENT SYSTEM POLICY

VIA Metropolitan Transit shall implement an Environmental & Sustainability Management System (ESMS) to provide a strategic and systematic approach to the management of environmental impacts. Implementation of an ESMS maximizes organizational benefit through risk mitigation, prevention of pollution, and regulatory compliance, and will help VIA to provide the community with safe, reliable and sustainable transportation. Each of VIA's employees is entrusted with incorporating the actions necessary in their work to fulfill this commitment.

By enacting this Environmental & Sustainability Management System, VIA commits to:

- Implementation and continual improvement of environmental management practices and solutions
- Prevention of pollution and utilization of environmentally safe methods of disposal and recycling to maintain a safe and clean environment
- Compliance with applicable legal and other requirements to which VIA subscribes which relate to its environmental aspects
- Minimization of significant environmental impacts by establishing environmental objectives and targets
- Evaluation of environmental performance and progress through periodic review of the ESMS and related objectives and targets
- Integration of sustainable practices during planning and decision making processes and in all other work conducted at VIA

VIA is committed to becoming an environmental leader in the industry and pledges to provide necessary education and tools to all persons working for or on behalf of VIA to successfully carry out this program. VIA promotes implementation of goals and programs that will continually reduce our environmental impact on the community and environment. This environmental and sustainability management system policy will be documented, regularly reviewed, communicated to all persons working for or on behalf of VIA, and be made available to the public.

SIGNIFICANT ASPECTS

The ISO 14001:2004 standard defines an environmental aspect as an "element of an organization's activities, products, and services that can interact with the environment." An Environmental and Sustainability Management System (ESMS) requires the recognition of the significant environmental aspects that negatively impact the environment. Significant aspects were identified by ranking all environmental aspects on a series of predetermined criteria.

VIA Metropolitan Transit has selected five significant aspects to address with the implementation of an ESMS. Objectives, targets, and action plans have been put into place to control these aspects and minimize the associated environmental impacts.

VIA's significant environmental aspects include:

- Underground Storage Tanks (USTs)
- Wastewater and Sludge
- Spill Potential
- Stormwater
- Recycling

ACKNOWLEDGEMENT

My signature below acknowledges that I have read and understood VIA's Environmental Policy and Significant Aspects.

Please return this form to:

Fleet and Facilities Admin
VIA Metropolitan Transit
1720 N. Flores St.
San Antonio, TX 78212
www.viainfo.net

Name Colton King
Title General Manager / Partner
Company Longhorn Propane LP
Address PO Box 2030
Canyon Lake, TX 78133
Telephone 830 964 2525
Email latisha@longhornpropane.com
Signature Colton King



Verification	Originator	Revised	Approved	Issued
Initials	DS	JS; AB	ESMS Core Team	ESMS Core Team
Date	05/27/14	09/17/14; 12/11/14; 05/31/16; 08/20/16	12/11/14	01/01/15

ESMS Document

ED-4.4.6-4 (F) Contractor Management Environmental Manual**Requirements**

- 1.0 Introduction
- 2.0 General Environmental Management Procedures
- 3.0 Waste Disposal
- 4.0 Equipment Decommissioning
- 5.0 Water Discharges
- 6.0 Material Storage/Spills
- 7.0 Storm Water Management
- 8.0 PCBs
- 9.0 Asbestos
- 10.0 Lead
- 11.0 CFCs
- 12.0 Contractor Environmental Activity Review

1.0 Introduction

- 1.1 The following information is supplied to contractors and suppliers who perform work on site for VIA Metropolitan Transit. The information presented in these guidelines has been developed in response to the Environmental and Sustainability Management System (ESMS). The intent of this information is to make contractors and suppliers aware of the ESMS and to ensure conformance to applicable ESMS procedures and work instructions.
- 1.2 An important part of the ESMS relates to the control of contractors, subcontractors and persons working for or on behalf of VIA Metropolitan Transit who are required to comply with relevant environmental policies and procedures. The nature of these activities is such that their personnel have significant potential to affect environmental performance and regulatory compliance within VIA Metropolitan Transit. Contractor personnel and our personnel therefore must work together to achieve the goals of the environmental policy, objectives and targets and the protection of the environment. Contractors must be aware of the importance of compliance with relevant environmental legislation and regulations, and of the consequences of non-compliance.
- 1.3 VIA Metropolitan Transit operates an ESMS that meets the requirements of the ISO 14001 standard. Conformance with the environmental policy and all requirements noted in this document is expected of all contractors, subcontractors, suppliers and their employees while working on site. Failure to follow these requirements can be grounds for termination of the on-site contract work.
- 1.4 For further information, please contact VIA Metropolitan Transit, Procurement Department at (210) 362-2400.

2.0 General Environmental Management Procedures

- 2.1 Contractors will not transport hazardous chemicals on site without having prior knowledge of the associated Safety Data Sheets (SDS). These materials include but are not limited to sealers,



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ESMS Document

ED-4.4.6-4 (F) Contractor Management Environmental Manual

adhesives, paints, coatings, fuels, oils, acids and caustics. All sizes of containers require review and approval before their use on site.

- 2.2 Contractors will provide adequate control of fugitive dust emissions during all operations and activities.
- 2.3 Contractors will not discharge anything to drains and or sewers without the prior approval of VIA Metropolitan Transit or designee.
- 2.4 Contractors will provide adequate spill/release prevention for all bulk materials.
- 2.5 Contractors will immediately notify VIA Metropolitan Transit of any reportable spills, releases or other environmental incidents.
- 2.6 Contractors will properly label, store and dispose of all waste materials.
- 2.7 Contractors will be sensitive to the effects of noise, odor, light and traffic movement to the local community.
- 2.8 All contractors shall practice good housekeeping. Removal of trash, etc. generated by the contractor's activities or the activities of its employees are the contractor's responsibility.
- 2.9 Contractors are responsible for keeping the site clean and orderly.
- 2.10 Contractors will not engage in any excavation activities on site without the prior approval of VIA Metropolitan Transit.

3.0 Waste Disposal

- 3.1 All waste disposal (i.e. construction debris, scrap metal, non-hazardous waste, municipal solid waste, etc.) will be the responsibility of the contractor, the originator of the waste, unless otherwise pre-approved.
- 3.2 VIA Metropolitan Transit must be informed of all generated hazardous waste streams before a waste is generated and collected on site.
- 3.3 VIA Metropolitan Transit must be informed of the location of all generated hazardous waste storage areas, maximum quantities and the container type.
- 3.4 Containers must be labeled with their contents and the responsible contractor's name and contact information. NO UNLABELED CONTAINERS ARE PERMITTED ON SITE.
- 3.5 Shipping information and paperwork (SDS, Waste Profiles, Bills of Lading and inventory) must be provided upon request.
- 3.6 Contractors will be contractually responsible for all regulated wastes.

4.0 Equipment Decommissioning

- 4.1 All equipment will be thoroughly inspected by the contractor for fluids and other hazardous materials prior to removal.
- 4.2 All fluids and other hazardous materials in the equipment will be removed prior to decommissioning and disposal of any waste generated will be handled in accordance with the above instructions in 3.0.



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ESMS Document

ED-4.4.6-4 (F) Contractor Management Environmental Manual**5.0 Water Discharges**

- 5.1 Discharge of materials to ANY sewer system, other than sanitary sewage, is prohibited without the prior consent of VIA Metropolitan Transit.
- 5.2 Discharges of ANY material to outside drains other than storm water are prohibited under the established guidelines of the CLEAN WATER ACT.
- 5.3 In the event that VIA Metropolitan Transit approves discharges to sewers, the wastewater treatment plant must still be notified prior to discharges of any significant volume or any discharges that could affect the operations of the wastewater treatment plant.

6.0 Material Storage / Spills

- 6.1 There will be no outside storage of any materials without the consent of VIA Metropolitan Transit.
- 6.2 Approved outside storage areas for chemical materials must be equipped with **non-earthen** secondary containment equal to 150% of the capacity of the largest container by the contractor.
- 6.3 The contractor will ensure that all material containers owned or managed by the contractor will be properly labeled in accordance with the OSHA HAZARD COMMUNICATION STANDARD (i.e., contents, primary hazard).
- 6.4 The contractor will have available the safety data sheets (SDS) for all chemical products in use at all times that their employees are working on site. SDSs will be made available to personnel, medical personnel, environmental personnel or their representatives upon request.
- 6.5 The contractor will ensure that chemical containers are closed except when in use.
- 6.6 Contractors will maintain spill kits to contain and clean up small spills generated by their employees or from their materials. Spill kits will be kept on site and will be easily accessible during an emergency.
- 6.7 THE CONTRACTOR WILL IMMEDIATELY REPORT ALL SPILLS OR RELEASES OF MATERIALS OTHER THAN INCIDENTAL SPILLS to the VIA Metropolitan Transit- Fleet & Facilities Inspection Office (210) 362-2499.

7.0 Storm Water Management

- 7.1 No process materials or any other sources of water pollutant shall be co-mingled with storm water.
- 7.2 Solids must be prevented from entering sewer drains. Roadways and outside areas must be kept clean.
- 7.3 It is the contractor's responsibility to install storm water control measures such as silt fences, straw bales, etc. to control the solids entering storm drains from erosion or other processes if necessary.
- 7.4 All dirt piles must be covered to prevent solids from entering storm drains unless otherwise directed.
- 7.5 Vehicle maintenance shall not be performed near storm drains unless provisions have been made to contain any spills of vehicle fluids, including oil, gasoline and antifreeze.
- 7.6 In the event that a stormwater management plan is required (i.e. greater than one acre of land is disturbed), the plan will be submitted to VIA Metropolitan Transit for approval.



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ESMS Document

ED-4.4.6-4 (F) Contractor Management Environmental Manual**8.0 PCBs**

- 8.1 If a material is suspected to have PCB contamination, VIA Metropolitan Transit is to be notified.
- 8.2 All PCB removals shall be coordinated by VIA Metropolitan Transit.
- 8.3 Any lighting ballast that does not state that it is a non-PCB containing ballast must be disposed of as PCB containing.

9.0 Asbestos

- 9.1 Contractors will contact VIA Metropolitan Transit prior to any construction or demolition work that could disturb existing structures or equipment.
- 9.2 All asbestos removal and disposal activities will be conducted in accordance with procedures approved by VIA Metropolitan Transit.

10.0 Lead

- 10.1 Contractors are responsible for testing for the presence of lead-based paints when grinding or welding on building or building structural steel. Testing will be done by an approved lab as directed by VIA Metropolitan Transit.
- 10.2 All lead removal and disposal activities will be conducted in accordance with procedures approved by VIA Metropolitan Transit.

11.0 CFCs

- 11.1 Contractors will provide copies of employee training certificates to VIA Metropolitan Transit upon request.
- 11.2 Intentional venting of CFCs to the atmosphere is prohibited.

12.0 Contractor / Supplier Environmental Review

- 12.1 Upon request, contractors are to submit the following form which contains written information outlining their activities and procedures for minimizing and managing the actual or potential environmental impacts of their operations. This must include an assessment of the potential risks to the environment, contractors, employees and other personnel associated with on-site activities and proposed measures for minimizing these risks.



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ESMS Document

ED-4.4.6-4 (F) Contractor Management Environmental Manual

This form must be completed, signed and returned before the contracted work commences.
The following information is to be filled out by the Contractor/Supplier (Please Print)

Contact Person: Colton King Date: 9-7-16

Company Name: Lonehorn Propane LP

Activities or Work Description:

VIA Metropolitan Transit site: 1720 N Flores, 1308 Parkridge Dr., SE SVC center
NE SVC center
NW SVC center

Briefly describe the activities or work to be undertaken by your company at VIA Metropolitan Transit site.

H05 Propane

Air Emissions:

Will the activities or work you perform produce or cause the release of any air emissions? YES or NO

If YES, list the air emissions and the method for preventing impact to the environment.

Water Discharges:

Will the activities or work you perform produce or cause the release of any wastewater? YES or NO

If YES, how will the wastewater be handled?

Materials:

What materials (chemicals, oils, etc.) and/or equipment will you be handling or bringing on site to perform the contracted work?

Bobtail or Transport



Verification	Originator	Revised	Approved	Issued
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ESMS Document

ED-4.4.6-4 (F) Contractor Management Environmental Manual**Training:**

Your employees should be trained on the proper handling of materials and equipment, and the proper response to incidents involving these materials. Describe the training that your employees receive.

DOT and RRC Rules, Monthly Safety Meetings

Waste Generation:

Will the activities or work you perform result in the generation of any wastes?

YES or **NO**

If YES, list the amounts and the types of wastes expected and the proposed disposal method.

Are any waste generated to be recycled?

YES or **NO**

If YES, list the recyclables, where and how they will be recycled.

Energy:

Will the activities or work consume energy?
(electricity, compressed air, natural gas, steam, etc.)

YES or **NO**

If YES, explain what type of energy will be consumed, and how you will minimize consumption.

Other:

Are there any other ways in which your activities will affect or protect the environment?

YES or **NO**

If YES, please describe below.



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ESMS Document

ED-4.4.6-4 (F) Contractor Management Environmental Manual

Information:

Company Name: Longhorn Propane LP
 Contact First Name: Colton Last Name: King Title: General Manager
 Address: PO Box 2030 City: Canyon Lake State: TX
 Phone: 8309642525 Fax: 8309642296 Email: colton@longhornpropane.com
 Secondary Contact: Latisha Loria Secondary Phone: 8309642525

Environmental Agreement

My company and subcontractors that I may bring to the site will abide by all environmental regulations and policies whenever on the property. My company will train all personnel contracting on the property. Sign-in sheets will be maintained as evidence that environmental training has been conducted and will be made available upon request. VIA Metropolitan Transit will communicate applicable changes of the Environmental Management System to my company. Retraining of affected individuals will be conducted, as appropriate.

For questions or additional information contact the VIA Metropolitan Transit Procurement Department at (210) 362-2400

Print Name: Colton King Title: General Manager
 Signature: [Signature] Date: 9-7-16

Project Manager Review and Approval

A review of the above-submitted document has been found to be:

- ☐ COMPLETE – approved, no further action is needed.
- ☐ INCOMPLETE – a response must be received by: _____

Project Manager Signature: _____ Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/03/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	MARSHALL YOUNG INSURANCE 401 N. Ridgeway Dr. P.O. BOX 39 CLEBURNE TX 76033-0039	CONTACT NAME:	Rusty Walker		
		PHONE (A/C, No, Ext):	(817)645-9155	FAX (A/C, No):	(817)641-2538
INSURED	Longhorn Propane LP EZ Gas P O Box 2030 Canyon Lake TX 78133-	E-MAIL ADDRESS:	[REDACTED]		
		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Texas Mutual Ins. Co.			
		INSURER B: New York Marine & General Insurance Co.			
		INSURER C: Certain Underwriters at Lloyds			
		INSURER D:			
INSURER E:					
INSURER F:					

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	[REDACTED]	10/15/2015	10/15/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> MCS-90/CA9948 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	[REDACTED]	10/15/2015	10/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			[REDACTED]	10/15/2015	10/15/2016	EACH OCCURRENCE \$ 5,000,000
C	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			[REDACTED]	10/15/2015	10/15/2016	AGGREGATE \$ 5,000,000 EXCESS LIABILITY \$ 5000000/5000000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	[REDACTED]	10/15/2015	10/15/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	CARGO			[REDACTED]	10/15/2015	10/15/2016	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contract #12-250

CERTIFICATE HOLDER

CANCELLATION

AI 011142

Via Metropolitan Transit
1720 N. Flores St.
San Antonio

TX 78212-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER

COMMERCIAL GENERAL LIABILITY
CG DS 01 10 01**COMMERCIAL GENERAL LIABILITY DECLARATIONS**

COMPANY NAME New York Marine and General Insurance Company	PRODUCER NAME Tangram Insurance Services, Inc. 140 Second Street #230 Petaluma, CA 94952
NAMED INSURED Longhorn Propane LP As Per Named Insured Endorsement DBA: EZ Gas MAILING ADDRESS PO Box 2030 Canyon Lake, TX 78133	
POLICY PERIOD: FROM 10/15/2015 TO 10/15/2016 AT 12:01 A.M. TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS
POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE	
EACH OCCURRENCE LIMIT	\$1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$100,000 Any one premises
MEDICAL EXPENSE LIMIT	\$5,000 Any one person
PERSONAL & ADVERTISING INJURY LIMIT	\$1,000,000 Any one person or organization
GENERAL AGGREGATE LIMIT	\$2,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$2,000,000

RETROACTIVE DATE (CG 00 02 ONLY)
THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW. RETROACTIVE DATE: _____ (ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

DESCRIPTION OF BUSINESS
FORM OF BUSINESS: <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> TRUST <input checked="" type="checkbox"/> LIMITED LIABILITY COMPANY <input type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT IN- CLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY) BUSINESS DESCRIPTION: LPG Distributor and retailer

ALL PREMISES YOU OWN, RENT OR OCCUPY	
LOC NO.	ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY
001-001	Office and Bottle Fill Station 1763 FM 2673 Comal Canyon Lake, TX 78133



CLASSIFICATION AND PREMIUM							
OC O.	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
	Terrorism - Certified Acts					\$47	

CLASSIFICATION AND PREMIUM							
LOC NO.	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
001-001	Gas Dealers-LPG TERRITORY: 006	13410	696,000 Gallons	3.266	9.740	\$2,273	\$6,779
	Gas Distributors-LPG TERRITORY: 006	13412	321,000 Gallons	1.104	3.583	\$354	\$1,150
	Appliance Stores-Household Type TERRITORY: 006	10042	132,800 Gross Sales	0.940	1.480	\$125	\$197
	Truckers Products-completed operations are subject to the General Aggregate Limit TERRITORY: 006	99793	60,000 Payroll	10.445	Incl.	\$627	Incl.

STATE TAX OR OTHER (if applicable) _____	
TOTAL PREMIUM (SUBJECT TO AUDIT) \$11,552	
PREMIUM SHOWN IS PAYABLE:	AT INCEPTION _____
	AT EACH ANNIVERSARY _____
	(IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS PAID IN ANNUAL INSTALLMENTS)
AUDIT PERIOD (IF APPLICABLE)	<input checked="" type="checkbox"/> ANNUALLY <input type="checkbox"/> SEMI-ANNUALLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> MONTHLY

ENDORSEMENTS
ENDORSEMENTS ATTACHED TO THIS POLICY:
<u>See Schedule of Forms and Endorsements</u> _____ _____ _____

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Countersigned:	By:
(Date)	(Authorized Representative)

SCHEDULE OF FORMS AND ENDORSEMENTS

P [REDACTED]	EFFECTIVE DATE: 10/15/2015
--------------	-------------------------------

NUMBER

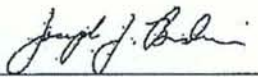
TITLE

GENERAL LIABILITY

GL 03 48 (08-14) Exclusion - Cross Suits Liability

SIGNATURE PAGE

In witness whereof, New York Marine and General Insurance Company has caused this policy to be signed by its president and secretary.



Joseph J. Beneducci
President



Frank D. Papalla
Secretary

Named Insured: Longhorn Propane LP
Policy #: [REDACTED]
Policy Period: 10/15/2015– 10/15/2016
IL 0001 (1010)

SCHEDULE OF FORMS AND ENDORSEMENTS

POLICY NUMBER: [REDACTED]	EFFECTIVE DATE: 10/15/2015
------------------------------	-------------------------------

NUMBER

TITLE

COMMON

IL DS 00 (09-08)	Common Policy Declarations
IL 0001 (10-10)	Signature Page
IL 09 85 (01-08)	Disclosure Pursuant To Terrorism Risk Insurance Act
IL 00 17 (11-98)	Common Policy Conditions
IL 00 21 (09-08)	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 01 68 (03-12)	Texas Changes - Duties
IL 02 75 (11-13)	Texas Changes - Cancellation And Nonrenewal Provisions For Casualty Lines And Commercial Package Policies
IL 09 52 (01-15)	Cap on Losses from Certified Acts of Terrorism
PN BGC 04 99 11 (12-14)	Policyholder Notice - Background Checks

PROPERTY

CP DS 00 (10-00)	Commercial Property Coverage Part Declarations
CP 00 10 (10-12)	Building And Personal Property Coverage Form
CP 00 90 (07-88)	Commercial Property Conditions
CP 01 40 (07-06)	Exclusion Of Loss Due To Virus Or Bacteria
CP 01 42 (01-11)	Texas Changes
CP 03 20 (10-92)	Multiple Deductible Form
CP 03 21 (10-12)	Windstorm Or Hail Percentage Deductible
CP 10 30 (10-12)	Causes of Loss - Special Form
CP 10 36 (10-12)	Limitations On Coverage For Roof Surfacing
PR 0065 (03-14)	Change in Condition or Grade
PR 0066 (03-14)	Propane and Fuel Dealers Commercial Property Extension Endorsement

GENERAL LIABILITY

IL 20 09 (10-13)	Texas Policyholder Notice - Lead Exclusion
IL 20 13 (10-13)	Texas Policyholder Notice - Asbestos Exclusion
CG DS 01 (10-01)	Commercial General Liability Declarations
CG 00 01 (04-13)	Commercial General Liability Coverage Form
CG 01 03 (06-06)	Texas Changes
CG 21 06 (05-14)	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception
CG 21 16 (04-13)	Exclusion - Designated Professional Services
CG 21 67 (12-04)	Fungi or Bacteria Exclusion
CG 21 71 (01-15)	Exclusion Of Other Acts Of Terrorism Committed Outside The United States; Cap on Losses From Certified Acts of Terrorism
GL 0223 (10-13)	Asbestos Exclusion
GL 0235 (10-13)	Lead Exclusion
GL 0291 (02-14)	Policyholder Disclosure Notice Asbestos Exclusion
GL 0292 (02-14)	Policyholder Disclosure Notice Lead Exclusion
GL 0293 (03-14)	Exclusion - Removal of Underground Storage Tanks
GL 0294 (03-14)	Mtbe And Other Fuel Oxygenates Exclusion With Ethanol Exception
GL 0295 (03-14)	Propane and Fuel Dealers Pollution Exclusion - With Exceptions
GL 0296 (03-14)	Propane and Fuel Dealers Liability Extension Endorsement
GL 0297 (03-14)	Exclusion - Racing or Stunting Contests or Activities

LLOYD'S



COMMERCIAL EXCESS LIABILITY POLICY

DECLARATIONS

UNIQUE MARKET REFERENCE: B0713RENMA1400055

POLICY NUMBER: [REDACTED]

NAMED INSURED: Longhorn Propane LP; LPG Management LLC; EZ Gas
PO BOX 2030
Canyon Lake, TX 78133

THE UNDERWRITERS: Underwritten by Certain Underwriters at Lloyd's

EFFECTIVE DATE: 10/15/2015 at 12:01AM Standard Time at the
Address of the Named Insured

EXPIRATION DATE: 10/15/2016 at 12:01AM Standard Time at the
Address of the Named Insured

LIMITS OF INSURANCE: \$5,000,000 Each Occurrence Limit
\$5,000,000 General Aggregate Limit

LIMITS OF LIABILITY OF
UNDERLYING INSURANCE: See Schedule A – Schedule of Underlying Insurance

POLICY PROVISIONS, FORMS AND
ENDORSEMENTS ATTACHED TO THIS
POLICY AT INCEPTION: See Schedule of Forms and Endorsements

PREMIUM:

Policy Premium	\$	10,950.00
Premium for Certified Acts of Terrorism	\$	110.00
Policy Fee	\$	250.00
Total Premium Payable:	\$	11,310.00
Minimum Premium:	\$	

Flat ☒ Auditable ☐

RATE: Flat

ALL NOTICES OF EVENTS, CLAIMS
OR SUITS OR SERVICE OF SUIT: Northeast National Brokerage, LLC
Attn: Claims Department
PO Box 357
34 Jerome Avenue, Suite 212
Bloomfield, CT 06002
lloydsclaims@northeastnational.com

THESE DECLARATIONS, TOGETHER WITH THE FORMS AND ENDORSEMENTS LISTED AND
SCHEDULE A – SCHEDULE OF UNDERLYING INSURANCE, ARE ISSUED AS PART OF AND IN
COMPLETION OF THE ABOVE NUMBERED POLICY.

LLOYD'S



COMMERCIAL EXCESS LIABILITY POLICY

SCHEDULE OF FORMS AND ENDORSEMENTS

NAMED INSURED: Longhorn Propane LP; LPG Management LLC; EZ Gas
POLICY NUMBER: [REDACTED]
EFFECTIVE DATE: 10/15/2015 at 12:01AM Standard Time at the
Address of the Named Insured
EXPIRATION DATE: 10/15/2016 at 12:01AM Standard Time at the
Address of the Named Insured

**FORMS AND ENDORSEMENTS ATTACHED TO AND FORMING A PART OF THIS
POLICY AT INCEPTION:**

FORM NUMBER	DESCRIPTION
EX 10001 (03/15)	Excess Liability Policy Declarations
EX 10003 (07/14)	Schedule A - Schedule of Controlling Underlying
CX 00 01 (09/08)	Commercial Excess Liability Coverage Form
IL P 001 (01/04)	OFAC Advisory Notice
TRIA 0001 (10/08)	Policyholder Disclosure Notice of Terrorism Insurance Coverage
XUPN 0001 (02/13)	Notice to Policyholders Regarding Duties in the Event of an Event, Claim or Suit
IL 00 17 (11/98)	Common Policy Conditions
NNB 20001 (08/14)	Service of Suit Clause
CX 21 01 (09/08)	Nuclear Energy Liability Exclusion Endorsement
CX 21 56 (09/08)	Auto Coverage - Exclusion of Terrorism
CX 27 00a (09/08)	Underlying Claims-Made Coverage
EX 40001 (08/14)	Punitive Damages Follow Form
EX 40002 (07/14)	Special Provisions Endorsement
CX 21 36 (09/08)	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
CX 21 31 (09/08)	Exclusion of Other Acts

NAMED INSURED: Longhorn Propane LP; LPG Management LLC; EZ G
POLICY NUMBER: [REDACTED]
POLICY PERIOD: 10/15/2015 to 10/15/2016

LLOYD'S

COMMERCIAL EXCESS LIABILITY POLICY

SCHEDULE A SCHEDULE OF CONTROLLING UNDERLYING

NAMED INSURED: Longhorn Propane LP; LPG Management LLC; EZ Gas
 POLICY NUMBER: [REDACTED]
 EFFECTIVE DATE: 10/15/2015 at 12:01AM Standard Time at the Address of the Named Insured
 EXPIRATION DATE: 10/15/2016 at 12:01AM Standard Time at the Address of the Named Insured

CARRIER, POLICY NUMBER & POLICY PERIOD	TYPE OF POLICY	UNDERLYING LIMITS OF LIABILITY	
	COMMERCIAL GENERAL LIABILITY	EACH OCCURRENCE LIMIT GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS-COMPLETED OPERATIONS) PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT PERSONAL AND ADVERTISING INJURY LIMIT	
	AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT	
	EMPLOYERS LIABILITY	EACH ACCIDENT DISEASE POLICY LIMIT DISEASE EACH EMPLOYEE	
	EMPLOYEE BENEFITS LIABILITY	EACH OCCURRENCE LIMIT GENERAL AGGREGATE LIMIT CLAIMS MADE <input type="checkbox"/> RETRODATE: OCCURRENCE <input type="checkbox"/>	
	LIQUOR LIABILITY	EACH OCCURRENCE LIMIT AGGREGATE LIMIT	
New York Marine and General Insurance Company [REDACTED] 10/15/2015 to 10/15/2016	EXCESS OR UMBRELLA LIABILITY	\$5,000,000 \$5,000,000 \$5,000,000	EACH OCCURRENCE LIMIT PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS-COMPLETED OPERATIONS)

NAMED INSURED: Longhorn Propane LP; LPG Management LLC; EZ Gas
 POLICY NUMBER: [REDACTED]
 POLICY PERIOD: 10/15/2015 to 10/15/2016

J.	Extra Expense Or Expediting Expense	\$ 25,000
K.	Fine Arts	\$ 25,000
L.	Fire Department Service Charges	\$ 10,000
M.	Fire Equipment Recharge	\$ 10,000
N.	Gas And Oil Contamination Coverage	\$ 25,000 / \$ 50,000 Aggregate
O.	Lessee Changeover Coverage	\$250,000
P.	Newly Acquired Or Constructed Property:	\$ 500,000
	Buildings	
	Business Personal Property	\$ 250,000
Q.	Ordinance Or Law Coverage:	
	Coverage A – Loss To The Undamaged Portion Of The Building	Included In Building Limit
	Coverage B – Demolition Cost Coverage	\$50,000 B&C Combined
	Coverage C – Increased Cost Of Construction	
R.	Outdoor Property	\$ 10,000
S.	Overflow Retaining Walls Or Dikes	Included
T.	Personal Effects And Property Of Others	\$ 10,000
U.	Pollutant Clean Up And Removal	\$100,000 / \$100,000 Aggregate
V.	Product Misdelivery	\$25,000 / \$50,000 Aggregate
W.	Property Off-premises	\$ 25,000
X.	Rail Extension	Included
Y.	Signs	\$ 10,000
Z.	Stock Definition Extension	Included
AA.	Tank Coverage	\$ 10,000
BB.	Tank Leakage	\$ 25,000
CC.	Terminal Access Card Coverage	\$25,000 / \$50,000 Aggregate
DD.	Utility Services Direct Damage	\$ 10,000
EE.	Valuable Papers And Records (Other Than Electronic Data)	\$ 25,000
FF.	1000 Feet Extension	Included

A. Accounts Receivable

The following provision is added to paragraph A.5. Coverage Extensions in the Building and Personal Property Coverage Form:

If this policy covers Your Business Personal Property, you may extend that insurance to apply to accounts receivable.

We will pay:

1. All amounts due from your customers that you are unable to collect;
2. Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
3. Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage; and
4. Other reasonable expenses that you incur to reestablish your records of accounts receivable that result from the Covered Causes of Loss to your records of accounts receivable within the premises shown in the Declarations.

We will not pay for loss or damage:

1. Caused by or resulting from bookkeeping, accounting or billing errors or omissions;
2. Caused by or resulting from alteration, falsification, concealment or destruction of accounts receivable done to conceal the wrongful giving, taking or withholding of money, securities or other property;
3. Caused by or resulting from unauthorized instructions to transfer property to any person or to any place; or
4. That requires any audit of records or any inventory computation to prove its factual existence.

The most we will pay under this Coverage Extension for loss or damage in any one occurrence is the applicable Limit of Insurance for Accounts Receivable shown in the Schedule of this endorsement.

B. Arson Award

The following provision is added to paragraph A.4. Additional Coverages in the Building and Personal Property Coverage Form:

If this policy covers your Building or Your Business Personal Property, you may extend that insurance to apply to an arson award. We will pay an award up to the Limit of Insurance shown in the Schedule of this endorsement for information that leads to a conviction for arson resulting in a fire loss covered under this policy or for the theft of Covered Property. You must obtain prior written approval from us concerning the terms and the amount of the award.

C. Back Up Or Overflow Of Water From A Sewer, Drain Or Sump

Exclusion B.1.g.(3) in the Causes of Loss – Special Form, applicable to water that backs up or overflows from a sewer, drain or sump, does not apply, unless such back up is caused by or the result of a flood to a location in **Special Flood Hazard Areas (SFHA)** as defined by the **Federal Emergency Management Agency**. (SFHA Zones include A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE, and V).

The most we will pay under this provision for loss or damage in any one occurrence is the Limit of Insurance for Back Up or Overflow of Water from a Sewer, Drain or Sump shown in the Schedule of this endorsement.

D. Claim Expenses

The following provision is added to paragraph A.4. Additional Coverages in the Building and Personal Property Coverage Form:

In the event of a covered loss or damage, we will pay for all reasonable expenses you incur at our request to assist us in:

1. The investigation of a claim or suit; or
2. The determination of the amount of loss, such as taking inventory.

However, we will not pay for:

1. Expenses to prove that loss or damage is covered;
2. Expenses incurred under the Appraisal Loss Condition;
3. Expenses incurred for examinations under oath, if ever required by us; or

NEW YORK MARINE AND GENERAL INSURANCE COMPANY

59 Maiden Lane, 27th Floor
New York, NY 10038-4647

COMMON POLICY DECLARATIONS

POLICY NUMBER: XXXXXXXXXX

PREVIOUS POLICY NUMBER: NEW

COMPANY NAME New York Marine and General Insurance Company 59 Maiden Lane, 27th Floor New York, NY 10038-4647	PRODUCER NAME 00152 Tangram Insurance Services, Inc. 140 Second Street #230 Petaluma, CA 94952
NAMED INSURED: Longhorn Propane LP As Per Named Insured Extension Schedule DBA: EZ Gas MAILING ADDRESS: PO Box 2030 Canyon Lake, TX 78133 POLICY PERIOD: FROM 10/15/2015 TO 10/15/2016 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.	

BUSINESS DESCRIPTION	LPG Distributor and retailer
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IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$11,505.00
COMMERCIAL PROPERTY COVERAGE PART	\$4,886.00
TERRORISM - CERTIFIED ACTS (GENERAL LIABILITY)	\$47.00
TERRORISM - CERTIFIED ACTS (PROPERTY)	\$20.00
TOTAL:	\$16,458.00

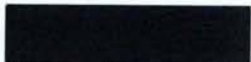
NAMED INSURED EXTENSION SCHEDULE

POLICY NUMBER: [REDACTED]	EFFECTIVE DATE: 10/15/2015
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Longhorn Propane LP
LPG Management LLC

DBA: EZ Gas

POLICY NUMBER:



FORMS APPLICABLE TO ALL COVERAGE PARTS (SHOW NUMBERS):

See Schedule of Forms and Endorsements.

Countersigned

By:

(Date)

(Authorized Representative)

RAILROAD COMMISSION OF TEXAS



ALTERNATIVE ENERGY DIVISION COMPANY LICENSE NON-TRANSFERABLE

Pursuant to Chapter 113 or 116 of the Texas Natural Resources Code, the Railroad Commission of Texas hereby grants

LONGHORN PROPANE, L.P.
CANYON LAKE, TX

this license to engage in the activities authorized by law for:

CATEGORY E: RETAIL/WHOLESALE DEALER LPG

License No.: 13806

Effective Date: 09/07/2016

Expires at midnight: 09/30/2017

DAVID PORTER
CHAIRMAN

CHRISTI CRADDICK
COMMISSIONER

RYAN SITTON
COMMISSIONER

DCP Midstream Wilcox Liquids Lab Liquid Analysis

Plant:	Galena Park, Tx	Sampled By:	DWR
Station:	W200965-1	Secure Date:	17-Aug-16
Sample Name:	Texas Aromatics-BP	Analyzed Date:	17-Aug-16
Sample Type:	S	BOL:	80778-1

	NORMALIZED MOLE %	WEIGHT PERCENT	VOLUME PERCENT
O2	0.000	0.000	0.000
N2	0.000	0.000	0.000
C1	0.000	0.000	0.000
CO2	0.000	0.000	0.000
C2	1.445	0.986	1.401
C3	97.493	97.598	97.346
IC4	0.717	0.946	0.850
NC4	0.326	0.430	0.373
IC6	0.000	0.000	0.000
NC6	0.000	0.000	0.000
C6P	0.019	0.040	0.030
Total	100.000	100.000	100.000

Total Sample	C6+ Date Effective:
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Molecular Weight =	44.0489	93.1890
Specific Gravity (Liquid) =	0.5061	0.6767
Wt/Gal (lbs) Abs Density =	4.2184	5.6421
Cu Ft Vap/Gal @ 14.65 =	36.4647	
Vapor Pressure @ 14.696 =	196.2084	
Conversion Factor =	0.2370	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSHALL YOUNG INSURANCE 401 N. Ridgeway Dr. P.O. BOX 39 CLEBURNE TX 76033-0039	CONTACT NAME: Rusty Walker	FAX (A/C, No): (817)641-2538
	PHONE (A/C, No, Ext): (817)645-9155	E-MAIL ADDRESS: [REDACTED]
INSURED Longhorn Propane LP EZ Gas P O Box 2030 Canyon Lake TX 78133-	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Texas Mutual Ins. Co.	
	INSURER B: New York Marine & General Insurance Co.	
	INSURER C: Certain Underwriters at Lloyds	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD W/O/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		[REDACTED]	10/15/2016	10/15/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> MCS-90/CA9948 <input type="checkbox"/> NON-OWNED AUTOS		[REDACTED]	10/15/2016	10/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR	[REDACTED]	10/15/2016	10/15/2017	EACH OCCURRENCE \$ 5,000,000
C	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	[REDACTED]	10/15/2016	10/15/2017	AGGREGATE \$ 5,000,000 EXCESS LIABILITY \$ 5,000,000/5,000,000
	DED	RETENTION \$				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A	[REDACTED]	10/15/2016	10/15/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	CARGO		[REDACTED]	10/15/2016	10/15/2017	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

HD-5 Propane Motor Fuel

CERTIFICATE HOLDER

CANCELLATION

AI 011142

Via Metropolitan Transit
800 W. Myrtle
San Antonio

TX 78212-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark W. Lee

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Attachment B - Price Schedule

Item 1: Animal Care Center - 4710 SH 151 - Admin Building, Vet Clinic, Field Ops, Buildings 1,2,3,4,5 and 6

	HVAC UNITS	BRAND	MODEL NUMBER	SERIAL NUMBER	MANUFACTURE DATE	MONTHLY PM COST PER LOCATION \$ ____
a	Admin Building Inside	Mcquay	MWM025F-KFAD	2048205-13022	NOV-05	
	Admin Building Outside	Mcquay	MLC025B-KFCD	20484802-00567	NOV-05	
b	Field Ops Inside	Mcquay	MWM025F-KFAD	20482405-13035	NOV-05	
	Field Ops Outside	Mcquay	MLC025B-KFCD	20484802-00614	NOV-05	
c	Vet Clinic Inside	Mcquay	MWM025F-KFAD	20482405-13021	NOV-05	
	Vet Clinic Outside	Mcquay	MLC025B-KFCD	20484802-00557	NOV-05	
d	Building #5 Inside	Mcquay	MWM025F-KFAD	N/A	NOV-05	
	Building #5 Outside	Mcquay	MLC025B-KFCD	20484802-00622	NOV-05	
e	Building #4 Inside	Mcquay	MWM025F-KFAD	N/A	NOV-05	
	Building #4 Outside	Mcquay	MLC025B-KFCD	20484802-00611	NOV-05	
f	Building #3 Inside	Mcquay	MWM025F-KFAD	20482405-13031	NOV-05	
	Building #3 Outside	Mcquay	MLC025B-KFCD	20484802-00562	NOV-05	
g	EVI Building #6 Inside	Mcquay	MWM025F-KFAD	N/A	NOV-05	
	EVI Building #6 Outside	Mcquay	MLC025B-KFCD	N/A	NOV-05	
h	Building #2 Inside	Mcquay	MWM025F-KFAD	20482405-13027	NOV-05	
	Building #2 Outside	Mcquay	MLC025B-KFCD	20484802-00616	NOV-05	
i	Building #1 Inside	Mcquay	MWM025F-KFAD	20482405-13042	NOV-05	
	Building #1 Inside #2	Mcquay	MWM025F-KFAD	20482405-13020	NOV-05	
	Building #1 Outside	Mcquay	MLC025B-KFCD	20484802-00567	NOV-05	
j	Annex Inside	Mitsubishi	MSY-A17NA	6001681	NOV-05	
	Annex Outside	Mitsubishi	MUY-A17NA	6003452	NOV-05	

Animal Care Center Total: \$ _____

Attachment B - Price Schedule

Item 2: Brady DHS - 1227 Brady

a	1227 Brady Inside	Goodman	MSG18HRN1N	C101056550108728130022	FEB-10	
	1227 Brady Outside	Goodman	Illegible			

Item 3: Bulky Waste Culebra - 7030 Culebra

a	Bulky Waste Culebra	Mitsubishi	MSY-D30NA	2001769 - T	JUL-10	
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Item 4: Bulky Waste Frio City - 1531 Frio City Road

a	Bulky Waste Frio City Rd Inside	Lennox	MS7-C1-18P1A	S2812E06504	FEB-06	
	Bulky Waste Frio City Rd Outside	Lennox	MS7-C0-18P1A	S2812E53222	FEB-06	

Item 5: Callaghan Service Center - 110 Callaghan Road - Building 1, Building 2, Building 3, Building 7

a	Callaghan Service Center Inside	Marvair	FTXN24KVJU	E010702	JUL-13	
	Callaghan Service Center Outside	N/A	MLC025B-KFCD	20484802-00617	NOV-05	

b	Building #1 IDF RM 1.49 Outside	Mitsubishi	MSY-GE24NA	1000714T	JAN-07	
	Building #1 IDF RM 1.49 Outside	Mitsubishi	MUY-GE24NA	1003021T	JAN-03	

c	Building #2 IDF RM 200 Inside	Mitsubishi	MSY-A17NA	1001325 T	JAN-13	
	Building #2 IDF RM 200 Outside	Mitsubishi	MUY-GE24NA	Illegible	JAN-02	

d	Building #3 IDF RM 309 Inside	Mitsubishi	MSY-GE24NA	1001423 T	JAN-14	
	Building #3 IDF RM 309 Outside	Mitsubishi	MUY-GE24NA	1001142 T	JAN-14	

e	Building #7 IDF RM 700 Inside	Mitsubishi	MSZ-GE24NA	1007548 T	JAN-07	
	Building #7 IDF RM 700 Outside	Mitsubishi	MUZ-GE24NA	2000739 T	JAN-07	

Callaghan Service Center Total: \$ _____

Item 6: D9 Library - 2515 East Evans Road

a	D9 Library Indoor #1	N/A	4MYW6518A10N0BA	N/A	JUN-05	
	D9 Library Indoor #2	N/A	4MYW6524A10N0BA	N/A	JUN-05	

b	D9 Library Outdoor #1	Trane	4TYK6518A10N0BA	N/A	JUN-05	
	D9 Library Outdoor #2	Trane	4TYK6524A10N0BA	N/A	JUN-05	

D9 Library Total: \$ _____

Attachment B - Price Schedule

Item 7: DHS - 106 St. Mary's

a	DHS 106 St. Mary's Inside	Mitsubishi	MSY-GE18NA	1001712	2005	
	DHS 106 St. Mary's Outside	Mitsubishi	No Access (Security)			

Item 8: DTOPS Garage - 400 North St. Mary's

a	DTOPS Garage Inside	Mitsubishi	MSZ-A09NA	70054T3 T	JUN-05	
	DTOPS Garage Outside	Mitsubishi	MUZ-A09NA	7002944 T	JUN-05	

Item 9: Fire Station #1 - 801 Houston St. East

a	801 E. Houston Fire Station #1 IDF Command Center Indoor	Diakin	FTXS-24HVJU	E004697	OCT-10	
	801 E. Houston Fire Station #1 IDF Command Center Outdoor	Diakin	RX24-FVJU	E004984	OCT-10	
b	801 E. Houston Fire Station #1 MDF Command Center Indoor	Diakin	FTXS-24HVJU	E004624	OCT-10	
	801 E. Houston Fire Station #1 MDF Command Center Outdoor	Diakin	RX24-FVJU	E004986	OCT-10	

Fire Station #1 Total: \$ _____

Item 10: Fire Station #4 - 1430 N. St. Mary's - Bunker Outside #1 and #2

a	1430 St. Mary's Fire Station #4		Not on CRAC List			
	1430 St. Mary's Fire Station #4 Bunker Outside #1	EUBANK	W24CF-0281R11B	Illegible	N/A	
	1430 St. Mary's Fire Station #4 Bunker Outside #2	EUBANK	W24CF-0281R11B	Illegible	N/A	

Item 11: Fire Station #9 - 649 Delmar - Bunker Outside #1 and #2

a	Fire Station #9		Not on CRAC List			
	Fire Station #9 Shelter Outside #1	EUBANK	Not Legible	N/A	N/A	
	Fire Station #9 Shelter Outside #2	EUBANK	Not Legible	N/A	N/A	

Item 12: Fire Station #26 Bunker #1 & #2- 4140 Culebra

a	Bunker Station #1	EUBANK	W24CF02B1R11B	00B-P70046	JUN-02	
	Bunker Station #2	EUBANK	W24CF02B1R11B	00C-P80069	JUN-02	

Item 13: Fire Station #27 - 1518 Hillcrest Drive

a	1518 Hillcrest Fire Station 27 Inside	Daikan	FTXS-18HVJU	E010087	AUG-11	
	1518 Hillcrest Fire Station 27 Outside	Daikan	RX3-18DVJU	E003614	AUG-11	

Attachment B - Price Schedule

Item 14: Fire Station #28 - 15 Burwood Ln

a	Fire Station 28 Inside	Mitsubishi	PKA-A12HA4	2XA05090A	JAN-08	
	Fire Station 28 Outside	Mitsubishi	PUY-A12NHA4	23UO3116B	JAN-08	

Item 15: Hardberger Ecology Park - 8400 NW Military Drive

a	Hardberger Park Maint Office 8400 NW Military	LG		210KA0J00068	N/A	
	Hardberger Park West 8400 NW Military Indoor	LG	LSN-093HE	N/A	N/A	
	Hardberger Park West 8400 NW Military Outdoor	N/A	LSU-203HE	N/A	N/A	

Hardberger Park Total: \$ _____

Item 16: Hardberger Park - 13203 Blanco

a	Hardberger Park East 13203 Blanco	LG	LSN-093HE	MEZ62732703	N/A	
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Item 17: Mission Library - 3134 Roosevelt Ave

a	Mission Library Inside	Sanyo	KHS1872	65003	JUL-10	
	Mission Library Outside	Sanyo	CH1872	92103	JUL-10	

Item 18: Parman Library - 20735 Wilderness Oak

a	Parman Library 20735 Wilderness Indoor	Sanyo	KHS-2472	116203	JUL-15	
	Parman Library 20735 Wilderness Outdoor	Sanyo	CH-2472	_0096603	AUG-15	

Item 19: Plaza de Armas - 315 Plaza De Armas

a	Plaza Indoor	Mitsubishi	PKA-A12HA4	37A08285D	JAN-08	
	Plaza Outdoor	Mitsubishi	PUY-A12NHA4	Illegible	JAN-08	

Item 20: PRE-K East - 3650 Eisenhower Road

a	Pre-K East 3650 Eisenhower. IDF #1 Indoor	Mitsubishi	MSZ-GE24NA	Illegible	2002-2005	
	Pre-K East 3650 Eisenhower IDF #1 Outdoor	Mitsubishi	MUZ-GE24NA	4000514 T	2002-2005	
b	Pre-K East 3650 Eisenhower IDF #2 Indoor	Mitsubishi	MSZ-GE24NA	Illegible	2002-2005	
	Pre-K East 3650 Eisenhower IDF #2 Outdoor	Mitsubishi	MUZ-GE24NA	4000021 T	2002-2005	
	Pre-K East 3650 Eisenhower IDF #3 Indoor	Mitsubishi	MSZ-GE24NA	3007388 T	2002-2005	

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c	Pre-K East 3650 Eisenhower IDF #3 Outdoor	Mitsubishi	MUZ-GE24NA	4000051 T	2002-2005	
d	Pre-K East 3650 Eisenhower MDF #1 Indoor	Mitsubishi	MSZ-GE24NA	Illegible	2002-2005	
	Pre-K East 3650 Eisenhower MDF #1 Outdoor	Mitsubishi	MUZ-GE24NA	4000018 T	2002-2005	
Pre-K East Total: \$ _____						
Item 21: Pre-K North - 3635 Medical Drive						
a	Pre-K North MDF Inside	Daikan	FTXN-24KVJU	E004631	JUL-12	
	Pre-K North MDF Outside	Daikan	RXN-24KEVJU	C002878	MAY-12	
b	Pre-K North IDF Upstairs Inside	Daikan	FJXN-24KVJU	E004610	JUL-12	
	Pre-k North IDF Upstairs Outside	Daikan	RXN-24KEVJU	C002729	MAY-12	
c	Pre-K North IDF Extension Inside	Lennox	MS8-C1-18P1A	S2613D00556	N/A	
	Pre-K North IDF Extension Outside	Lennox	MS8-C0-18P1A	S2813D53140	N/A	
Pre-K North Total: \$ _____						
Item 22: Pre-K South - 7031 S. New Braunfels						
a	Pre-K South Closet Inside	Diakin	FTXN-24KVJU	C002391	JAN-13	
	Pre-K South Closet Outside	Diakin	RKN-24KEVJU	C002859	JAN-13	
b	Pre-K South Closet IDF Inside	Diakin	FTXN-24KVJU	E007303	JAN-13	
	Pre-K South Closet IDF Outside	Diakin	RXN-12KEVJU	C000723	JUN-11	
b	Pre-K South Middle Closet Inside	Diakin	FTXN-12KEVJU	C002960	JAN-12	
	Pre-K South Middle Closet Outside	Diakin	RXN-12KEVJU	Illegible	JUN-11	
Pre-K South Total: \$ _____						

Attachment B - Price Schedule

Item 23: Pre-K West - 1235 Old Hwy 90 West

a	Pre-K West Security Indoor	Diakan	FTXN-12KVJU	C014264	JUL-13	
	Pre-K West Security Outdoor	Diakan	RKN12-KEVJU	C004377	JUL-13	
b	Pre-K West IDF Indoor	Diakan	FTXN-24KVJU	N/A	MAR-13	
	Pre-K West IDF Outdoor	Diakan	RKN-24KEVJU	C003015	MAR-13	
c	Pre-K West MDF Indoor	Diakan	FTXN-24KVJU	N/A	MAR-13	
	Pre-K West MDF Outdoor	Diakan	RKN-24KEVJU	C003075	MAR-13	
Pre-K West Total: \$ _____						

Item 24: PSHQ - 315 Santa Rosa - MDF Floor 1, IDF Floor 2, 3, 4, 5, and 6

a	PSHQ INDOOR	LG	LSN246HV	N/A	N/A	
	PSHQ OUTDOOR	LG	N/A	N/A	N/A	

Item 25: SA AIRPORT FIRE DEPT. MDF

a	SA Airport Fire Dept. MDF Indoor	Mitsubishi	MSY-GE18NA-8	3001442 T	JAN-04	
	SA Airport Fire Dept. MDF Outdoor	Mitsubishi	MUY-GE18NA-1	2003904 T	JAN-04	

Item 26: SA AIRPORT MAINTENANCE OFFICE - 10223 John Saunders

a	SAIA Maint. Office 10223 John Saunders	N/A				
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Item 27: SAPD Helipad

a	SAPD Helipad Indoor	Toshiba	RAS-17EKCVC-UL	N/A	2002	
	SAPD Helipad Outdoor	Toshiba	RAS-17EACVC-UL	42400022	2002	

Item 28: SAPD WAREHOUSE - MDF ROOM 148

a	SAPD WAREHOUSE INDOOR	DAIKIN	FAQ24VJM	N/A	N/A	
	SAPD WAREHOUSE OUTDOOR	DAIKIN	N/A	N/A	N/A	

Item 29: SKYPLACE BLVD - 1750 SKYPLACE BLVD

a	SKYPLACE INDOOR	N/A	N/A	N/A	N/A	
	SKYPLACE OUTDOOR	MITSUBISHI	MUY-GE18NA	N/A	N/A	

Item 30: SWMD BITTERS - 1800 E. BITTERS RD

a	SWMD BITTERS INDOOR	DAIKIN	CTXS12-HVJU	N/A	N/A	
	SWMD BITTERS OUTDOOR	DAIKIN	4MXS-32-GVJU	N/A	N/A	

Item 31: SWMD Bulky Waste - 2755 Rigsby

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a	SWMD Bulky Waste Rigsby Indoor	LG	LSN-307HV3	Illegible	2002	
	SWMD Bulky Waste Rigsby Outdoor	LG	LSU-307HV3	406KARWA0454	2002	

Item 32: SWMD Burnette - 4410 West Piedras Dr.

a	SWMD Burnette Indoor	Fujitsu	ASU-18CL	Illegible	2007	
	SWMD Burnette Outdoor	Fujitsu	AOU-18CL	DCAD13135	2007	

Item 33: SWMD Weigh Station Bitters Road

a	SWMD Weigh Station Indoor	DAIKIN	CTXS12-HVJU	N/A	N/A	
	SWMD Weigh Station Outdoor	DAIKIN	4MXS-32-GVJU	N/A	N/A	

Item 34: TCID - 2303 SE Military

a	2303 SE Military TCID MDF Inside	Mitsubishi	MSZ-FE12NA-8	2005523 T	JUL-05	
	2303 SE Military TCID MDF Outside	Mitsubishi	MUZ-GE12NA	Illegible	N/A	

ITEM 35. REPAIR LABOR

Standard Work Hours Labor, per hour

\$ _____

*Overtime Hours Labor, per hour

\$ _____

*Overtime Hours means all times other than Standard Work Hours and includes weekends and City recognized holidays. Refer to City's Holiday Schedule attached.

Item 37: PARTS

HVAC Parts Mark-Up Over Cost

\$ _____

Boiler Part Mark-Up Over Cost

\$ _____

Item 36. Emergency Repair Parts

HVAC Parts Mark-up Over Cost _____%

Prompt payment discount _____% _____ days (If no discount offered 30 days will apply)