

**DATE: June 3, 2015**

**REQUEST FOR PROPOSAL:**



**#16-201, FUEL CONTRACT FOR THE CITY OF IOWA CITY**

**NOTICE TO PROPOSERS:** Sealed Proposals will be received at the Office of the City Clerk, until the time and date specified below.

**ADDRESS PROPOSALS TO:** Attention of the City Clerk's Office, City Hall, 410 E. Washington St., RM 140, Iowa City, IA 52240-1826. Proposals shall be sealed and clearly marked on the front "Fuel Contract for the City of Iowa City, Request for Proposal #16-201."

**FAXED or E-mailed Proposals will not be accepted.**

**BONDS AND INSURANCE:** Insurance is required for this project, as specified in Section VI. B  
No bid security or performance bond is required.

**QUESTIONS:** All questions, inquiries, requests for public information and clarifications regarding this Request for Proposal can be answered by **e-mailing** the following representatives. In order to receive a response they **must** be in written form and be submitted via e-mail no later than **June 12, 2015, 4:00 p.m. (local time)**.

**Detailed Specifications:**

Dan Striegel  
Equipment Superintendent  
[dan-striegel@iowa-city.org](mailto:dan-striegel@iowa-city.org)  
(319) 356-5197

**Purchasing:**

Pam Sinnott  
Equipment Buyer I  
[pam-sinnott@iowa-city.org](mailto:pam-sinnott@iowa-city.org)  
(319) 356-5103

**NO CONTACT POLICY.** After the date and time established for receipt of proposals by the City, any contact initiated by the proposer or by a City representative, other than the Purchasing Division representative listed herein, concerning this Request for Proposal is prohibited. Any such unauthorized contact may cause the disqualification of the proposer from the procurement transaction.

**PROPOSALS ARE DUE NO LATER THAN: 2:30 p.m. (local time), June 19, 2015.** Proposers shall submit two (2) copies of their proposal.

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the proposer. Similarly, the City is not responsible for, and will not open, any proposal responses which are received later than the date and time stated above.

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**SECTION I. PROPOSAL SUBMITTAL CHECKLIST**

*Submittals must include two (2) copies of the proposal organized as follows.*

\_\_\_\_\_ **Section 1** - Completed and signed Cost Summary

\_\_\_\_\_ **Section 2** - Completed References Form

\_\_\_\_\_ **Section 3** - Fuel Specification Sheets and Manufacturer’s Safety Data Sheets for each type of fuel proposed.

## **SECTION II. SPECIFIC CONDITIONS AND INSTRUCTIONS**

### **A. SCOPE OF WORK**

The City of Iowa City is soliciting sealed proposals from qualified vendors to provide gasohol and diesel fuel per the terms, conditions, and specifications of this Request for Proposal document. Proposers must have a minimum of five (5) years' experience providing the commodities in the U.S. market.

This contract will consist of truck transport and tank wagon deliveries to six (6) locations and occasional tank wagon deliveries to several stationary generators at various locations within the City. One vendor will be awarded the contract for both transport and tank wagon deliveries.

### **B. CONTRACT TERM**

1. The initial term of this contract is for one (1) year. No price escalation will be allowed during the original term of the contract. The City and the vendor may renew the original contract for four (4) additional one (1) year periods at rates agreed upon by both parties.
2. Requests for proposed price changes after the initial term of the contract must be submitted in writing to the Equipment Superintendent sixty (60) days prior to the contract start date. Documentation for price increases shall include, but not be limited to, actual material invoices, copies of commercial price lists, provision of appropriate price indices, etc., which reflect said increases. The City reserves the right to accept or reject price increases, to negotiate more favorable terms, or to terminate without cost, the future performance of the contract.

### **C. DELIVERY**

1. Delivery. The supplier will be required to make delivery within 48 hours after receiving a request for an order. Delivery is to be made between the hours of 8 a.m. to 4 p.m., Monday through Friday, excluding holidays except for emergency orders so identified when placing an order.
2. Transport deliveries. A minimum order shall be 7,000 gallons. The load may be made up of one, two, or three different petroleum products.
3. Tank wagon deliveries. The order may be from 30 to 2,000 gallons. The load may be made up of one or two different petroleum products. Loads may be split into separate delivery locations at no additional charge.

### **D. PROPOSAL REQUIREMENTS**

1. If any proposer is in doubt as to the intent or meaning of any part of this Request for Proposal, the proposer should contact the City representatives listed on page one (1) of this document no later than **June 12, 2015, 4:00 p.m. (local time)**. All questions must be in e-mail form in order to receive a response.
2. Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal. The submission of a proposal implies proposer's acceptance of the terms and conditions herein, unless otherwise stated.
3. All items included in Section I. Proposal Submittal Checklist must be included in the vendor's submitted proposal.
4. Insurance is required; No bid security or performance bond is required.
5. The proposer is responsible for all costs related to the preparation of this proposal.
6. Proposed pricing shall specify F.O.B. destination.

7. All costs associated with this contract must be included in the vendor's submitted proposal. Any costs not specifically set forth in this Request for Proposal will be the responsibility of the proposer, and will be deemed included in the fees and charges bid herein.
8. An award will be made for one combined transport and tank wagon supplier. The City will award the contract based upon pricing, references, past performance and previous experience with the company, and ability to meet the specifications of the contract. Award will be in the form of a contract purchase order issued for the contract period.
9. Responses may be rejected if the proposer fails to perform any of the following:
  - a. To adhere to one or more of the provisions established in this Request for Proposal
  - b. To demonstrate competence, experience, and ability to provide the commodities and services described in this Request for Proposal
  - c. To submit a response on or before the deadline and complete all required forms
  - d. To respond to a written request for clarification or additional information
10. Proposers may be required to submit financial statements subsequent to the opening of proposals together with such information as may be required to determine that a contemplated awardee is fully qualified to receive the award.

#### **E. CONTRACT AWARD**

1. The submitted proposal must be complete to be considered for award.
2. Award, if made, will be between the City of Iowa City and the proposer. The awarded vendor shall not subcontract any part of this contract without the prior written approval of the City. All subcontractors working on this contract must be employed by and responsible to the awarded vendor; all fees for this project will be paid to the main contractor. Failure to comply with the subcontractor provision will result in termination of the contract.
3. The City reserves the right to qualify, accept, or reject any or all proposers as deemed to be in the best interest of the City. The City of Iowa City reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City. The City of Iowa City reserves the right to accept or reject any exception taken by the proposer to the terms and conditions of the Request for Proposal.
4. It is the City's intent to make an award within ninety (90) days.
5. Award, if made, will be in accordance with the terms and conditions herein.
6. Award, if made, shall be in the form of a contract purchase order issued by the City, which will include the terms and conditions of the Request for Proposal, and any additional submittals by the proposer that have been accepted by the City.
7. Any change to the contract must be approved in writing by the Purchasing Agent and the awarded vendor.
8. The awarded vendor will be given the City's **Contract Compliance Document** to complete and return before the commencement of the contract.
9. By submitting a proposal in response to this Request for Proposal, the proposer acknowledges that the proposal submitted shall become public information after the contract is awarded.
10. Awarded vendor(s) will be required to submit a current certificate of insurance prior to commencement of work. The certificate of insurance shall include the following items:
  - The City of Iowa City will be named as additional insured
  - Project bid number and project title as the description
  - Insurance carriers will be rated as A or better by A.M. Best

**F. EVALUATION PROCESS**

An evaluation committee will independently evaluate the merit of proposals received in accordance with the evaluation factors defined in the RFP. Failure of the proposer to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the proposer. The evaluation process shall be based on a 100 point scale. The proposal that accrues the highest point total shall be recommended for award subject to the best interests of the City of Iowa City. It is required that the proposal receive a minimum of 80 points in order to be considered for this award. Categories have been identified for the evaluation process. Each category shall receive a point value within the specified range based on how well the proposal meets or exceeds the City’s specifications. The following table lists the maximum points associated with each category.

“Vendor submission of a proposal implies acceptance of the evaluation technique and vendor recognition that some subjective judgments shall be made by the City of Iowa City during assignment of points.”

<u>CATEGORY</u>	<u>ASSIGNED POINTS</u>
Pricing	60
Reference, Previous Experience/Past Performance of Vendor, Ability of Vendor to provide service and products	<u>40</u>
<b>Total Points</b>	<b>100</b>

**The above conditions and instructions clarify this specific RFP document but are in addition to the attached GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS (Sec. VI).**

### **SECTION III. DETAILED SPECIFICATIONS**

#### **A. GENERAL REQUIREMENTS**

1. Quantities for each location listed in Section III. Detailed Specifications and Locations & Quantities are for information only. While these figures are indicative of the quantities that may be delivered to each location, the City of Iowa City reserves the right to increase or decrease delivery.
2. Enclosed Fuel Specifications shall prevail where applicable.
3. Supplier shall furnish a metered ticket at the time of delivery showing gallons delivered with corresponding City tank number also recorded. In lieu of a metered ticket, the City will accept a handwritten ticket with quantities taken from a meter reading confirmed by a City employee.
4. If necessary, awarded vendor shall reserve fuel for the City of Iowa City on a priority basis.
5. **AWARDED VENDOR SHALL BE REQUIRED TO FULFILL THEIR CONTRACT AT THE MARGIN PROPOSED.**
6. Transport and tank wagon delivery drivers will be required to add various additives to the fuel during delivery. All additives will be provided by the City of Iowa City, and additive quantities will be prescribed by the City of Iowa City.
7. Winter mix diesel fuel deliveries may be required by the City of Iowa City. When instructed by the City of Iowa City, delivery to the Landfill site shall be a 70/30 mix of D grade Premium No. 2 Diesel and Y grade No. 1 Diesel. **ALL** tank wagon deliveries to the Emergency Generators located at the City of Iowa City Hall and other locations within the City shall be a 50/50 mix or as described when order is placed. All other winter mix diesel fuel deliveries shall be a 70/30 mix, (70% D grade Premium No. 2 Diesel and 30% Y grade No. 1 Diesel), or as directed by City staff when the order is placed.
8. Biodiesel blend deliveries may also be requested during the duration of this contract for transport loads. All Biodiesel must meet or exceed ASTM D7467 Biodiesel specifications. Biodiesel additive must have been produced using vegetable oil. Currently known vegetable oil feed stocks include soy oil, corn oil and canola oil. Any biodiesel additive must have a cloud point of 36° F. Biodiesel produced from any form of animal fat is not acceptable. The City of Iowa City will specify the percentage of Biodiesel at the time of order.

#### **B. PRICING REQUIREMENTS**

1. Delivered Prices
  - a. Prices shall be F.O.B. destination. Dyed diesel is required to avoid any charges of state tax. No additional charge will be paid for dyed diesel. Your proposal should include any costs for dyed diesel.
  - b. The method used to obtain a delivered price for fuels is based on the bulk loading terminal DAILY RACK AVERAGE prices as quoted by the DTN Corporation and obtained from the Iowa Department of Transportation, plus a PROPOSAL MARGIN quotation as provided in this proposal. (*See Exhibit 1, I.D.O.T. Average Fuel Prices obtained from DOT website*)
  - c. The supplier will furnish a proposal margin in the blanks provided on the schedule of prices. Included in the proposal margin is all of the proposer's transportation/overhead costs and the profit the proposer adds for the supplier.
  - d. The actual amount paid to the supplier will be adjusted up or down based on the "Rack Average" base price of the petroleum product for the Des Moines, Iowa terminal. Terminal prices will be monitored and quoted by DTN Corporation of Omaha, Nebraska. Adjustments will be computed daily. Terminal prices will be averaged

and the computed adjustment will take effect immediately. The City of Iowa City will not send out a recap of daily averages. Daily rack average prices are posted on the Iowa Department of Transportation Purchasing website at [www.iowadot.gov/purchasing](http://www.iowadot.gov/purchasing).

- e. Invoices will reflect the proposed margin daily “Rack Average” price. Delivery date shall determine the rack average adjustment to use.

## 2. Surcharges and Fees

- a. Federal LUST (Liquid Underground Storage Tank) fee is currently \$.001/gallon and will be included in the proposed margin. The Landfill, Parks, and Parks Maintenance facility storage tanks are above ground.
- b. Federal Oil Spill Recovery fee will be included in the proposed margin.
- c. Iowa Environmental Protection Charge fee is currently \$.01/gallon and will be included in the proposed margin.
- d. Any other surcharges not listed shall be included in the proposed margin.

3. Taxes: The City of Iowa City shall be the entity who submits and receives the refund for the State fuel tax on Gasohol. The City of Iowa City does not pay Federal Excise tax on fuel.

## C. FUEL SPECIFICATIONS

Each type shall meet the requirements of Chapter 214A of the Iowa Code. These specifications are subject to revision and modification.

### 1. Gasoline

- a. This specification covers two types of regular grade gasoline for use in automotive fuel-injected and spark-ignition engines. The two types are those commercially designated as Gasohol and Regular Unleaded with a “valve save” additive. Gasohol shall not contain lead antiknock compounds or phosphorous containing deposit modifiers. Each type shall meet the requirements of Chapter 214A of the Iowa Code.
- b. Gasohol shall be 90% unleaded gasoline and 10% denatured ethanol.
- c. The minimum octane rating shall be 87 RON for Gasohol and 87 RON for “Regular” Unleaded Gasoline.
- d. SPECIFICATIONS FOR V-GRADE REGULAR UNLEADED GASOLINE (See Exhibit 2, obtained from Magellan Pipeline website)
- e. SPECIFICATIONS FOR E-GRADE DENATURED FUEL ETHANOL (See Exhibit 3, obtained from Magellan Pipeline website)

### 2. Diesel

- a. SPECIFICATIONS FOR D-GRADE DIESEL FUEL (See Exhibit 4, obtained from Magellan Pipeline website)
- b. SPECIFICATIONS FOR Y-GRADE DIESEL FUEL (See Exhibit 5, obtained from Magellan Pipeline website)

### 3. Biodiesel

- a. SPECIFICATIONS FOR ZB-GRADE BIODIESEL FUEL (See Exhibit 6, obtained from Magellan Pipeline website)

**D. LOCATIONS & QUANTITIES****1. TRANSPORT DELIVERIES**

DIVISION	ADDRESS	PRODUCT	TANK SIZE (GALS)	EST. GALLONS	EST. DEKALITRES*
A. MCCOLLISTER FUEL SITE	520 McCOLLISTER	GASOHOL	(1) 10,000 (1) 20,000	250,000	94,700
		D GRADE PREMIUM DIESEL No. 2	(1) 10,000 (1) 20,000	300,000	113,500
B. TRANSIT	1200 SOUTH RIVERSIDE DR.	D GRADE PREMIUM DIESEL No. 2	20,000	200,000	75,700

**2. TANK WAGON DELIVERIES**

DIVISION	ADDRESS	PRODUCT	TANK SIZE (GALS)	EST. GALLONS	EST. DEKALITRES*
A. CEMETERY	1000 BROWN STREET	D GRADE PREMIUM DIESEL No. 2	550	1500	565
B. LANDFILL	3900 HEBL AVE. (ABOVE GROUND)	D GRADE PREMIUM DIESEL No. 2	2,500	65,000	24,600
C. PARKS	PARK ROAD (ABOVE GROUND)	GASOHOL	550	3,500	1,300
		D GRADE PREMIUM DIESEL No. 2	550	4,000	1,500
D. PARKS MAINT. FACILITY	2275 SOUTH GILBERT (ABOVE GROUND)	GASOHOL	550	4,500	1,700
		D GRADE PREMIUM DIESEL No. 2	1,000	8,000	3,000
E. VARIOUS STATIONARY GENERATORS				2,500	9,500

\*To comply with Federal Register Vol 56, No. 145, Metric Conversion Act, the City of Iowa City is including estimates in dekalitres, as well as U.S. Gallons.

**SECTION IV. COST SUMMARY**

The undersigned agrees to furnish fuel for the City of Iowa City throughout the contract period, in accordance with the attached specifications, F.O.B. the locations specified.

- 1. Brand of Fuel: \_\_\_\_\_
- 2. COST: Proposed price per U.S. gallon including fees and surcharges F.O.B. destination; delivered less all applicable Federal and State taxes; based on estimated annual usage.

TYPE OF FUEL		TRANSPORT MARGIN		TANK WAGON MARGIN	
		Est. Gal.	Cost/Gal.	Est. Gal.	Cost/Gal.
a. GASOLINE	Reg. Unleaded	0	\$	0	\$
	Gasohol	250,000	\$	8,000	\$
b. DIESEL	D-Grade Premium Diesel No. 2	500,000	\$	81,000	\$
c. BIO-DIESEL	.25%	0	\$	N/A	N/A
BLEND	2.0%	0	\$		

**EXCEPTIONS/ DEVIATIONS** to this Request for Proposal shall be taken below. Exceptions may not be added to any submittals after the due date. If adequate space is not provided for exceptions/deviations, please use a separate sheet of paper. **If your company has no exceptions/deviations, please write "No Exceptions" in the space provided. If you state no exceptions, you may not add your company's terms and conditions or any other documents to your submitted proposal or any submittals after the proposal due date.**

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**PROHIBITED INTEREST**

Upon submitting a proposal, the company acknowledges that Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City, and certifies that no employee or officer of the City, which includes members of the City Council and City boards and commissions, has an interest, either direct or indirect, in this contract, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5.

The company shall identify any relationship that has existed, or presently exists with the City of Iowa City and its staff that may interfere with fair competition or may be a possible conflict of interest for either party. If no relationship has existed or does not presently exist, the company must make this statement in the space provided below (companies are subject to disqualification on the basis of any potential for conflict of interest as determined by the City of Iowa City).

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Designated person(s) who can be contacted for information during the period of evaluation and for prompt contract administration upon award of the contract. Provide the following information:

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

The undersigned proposer certifies that this proposal is made in good faith, and without collusion or connection with any other person or persons bidding on the project.

The undersigned proposer states that this proposal is made in conformity with the specifications and qualifications contained herein. In the event that there are any discrepancies or differences between any conditions of the vendor's proposal and the Request for Proposal prepared by the City, the City's Request for Proposal shall prevail. The City is not responsible for the proposer's failure to provide information and pricing on required items. In this instance the prices submitted will prevail as the proposal price for all required goods and services.

The undersigned proposer, having examined and determined the scope of this Request for Proposal, hereby proposes to provide the required goods and services at the prices set forth within.

**AUTHORIZED SIGNATURE:**

Name of Firm: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Addenda Form**

The undersigned hereby acknowledges receipt of the following applicable addenda:

Addenda Number	Date
_____	_____
_____	_____

**SECTION V. REFERENCES FORM**

The proposer must provide a minimum of two (2) references from present clients for the proposed unit. Include the company or agency's name and address, the name, title, telephone number of each reference, and the contract term. The City reserves the right to contact each reference to assist with the evaluation of this Request for Proposal.

1. Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Company Contact: \_\_\_\_\_  
Title of Contact: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Contract Term: \_\_\_\_\_

2. Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Company Contact: \_\_\_\_\_  
Title of Contact: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Contract Term: \_\_\_\_\_

**NOTE: Additional references may be included with the submitted proposal.**

**SECTION VI.**  
**CITY OF IOWA CITY – PURCHASING DIVISION**  
**GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS**

**The general rules and conditions which follow apply to all proposals issued by the City unless otherwise specified. Proposers or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so shall be at the Proposer's own risk.**

**REQUEST FOR PROPOSAL (RFP):** is defined as a request for an offer, by one party to another, of terms and conditions with reference to some work or undertaking.

This document constitutes a **REQUEST FOR PROPOSAL**, and is thus a solicitation for responses. Conversely, this **REQUEST FOR PROPOSAL** is **NOT** a bid and is not governed by state or federal bidding requirements.

Moreover, any acceptance of a proposal shall **NOT** result in a binding contract between the City and the Proposer, but instead will simply enable negotiations to take place which may eventually result in a detailed and refined agreement or contract between the Proposer and the City.

"Proposal date" as referenced herein shall mean the local date and time specified in the proposal documents.

**A. CONDITIONS FOR PROPOSING**

1. **NO CONTACT POLICY.** After the date and time established for receipt of proposals by the City, any contact initiated by the Proposer or by a City representative, other than the Purchasing Division representative listed herein, concerning this Request for Proposal is prohibited. Any such unauthorized contact may cause the disqualification of the Proposer from the procurement transaction.
2. **COMPLETENESS/AUTHORIZATION OF PROPOSAL.** Proposer shall supply all information and submittals required by the proposal documents to constitute a proper proposal. The proposal shall clearly state the legal name, address, telephone number, and fax number of the Proposer. The proposal shall be signed above the typed or printed name and title of the signer. The signer shall have the legal authority to bind the Proposer to the proposal.
3. **ADDRESSING OF PROPOSAL.** Unless otherwise specified, faxed or e-mailed proposals will not be accepted. Proposal shall be submitted in a sealed envelope or box clearly marked on the front with proposal number and due date, and unless otherwise specified, addressed to:
 

Attn: City Clerk's Office  
 City of Iowa City  
 410 E. Washington St., RM 140  
 Iowa City, Iowa 52240-1826
4. **PROPOSAL DEADLINE.** Proposer shall be responsible for taking whatever measures are necessary to ensure that the proposal reaches the office of the City Clerk or other specified agent on or before the local time and date specified. The City shall not be responsible for, and may not consider, any proposal delayed in the postal or other delivery service, or in the City's internal mail system, nor any late proposal, amendment thereto, or request for withdrawal of proposal received after the date specified. Proposals received after the time and date specified on the Request for Proposal will not be opened and will not be considered for award.

A written request for withdrawal of a proposal or any part thereof may be granted, provided the request is received in writing by the City prior to the specified proposal date.

5. **RECEIPT OF PROPOSALS.** Unless otherwise required by the Iowa Public Records law, during the process of negotiations, no proposals shall be handled so as to permit disclosure to competing Proposers of the identity of the

Proposer with whom the City is negotiating or the contents of the proposal.

6. **PROPOSALS BINDING 120 DAYS.** Unless otherwise specified, all formal proposals, including any negotiations, submitted shall be binding for one hundred and twenty (120) working days following the due date for the proposal or negotiations, unless the Proposer(s), at the City's request, agrees in writing to an extension.
7. **TRADE SECRETS OR PROPRIETY INFORMATION.** The laws of Iowa require that at the conclusion of the selection process the contents of all proposals be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and protected by law may be withheld.
8. **MULTIPLE PROPOSALS.** Proposers may submit more than one proposal, provided the additional proposal or proposals are properly submitted on the proposal forms or in the proposal format.
9. **COMPETENCY OF PROPOSER.** No proposal may be accepted from or contract awarded to any person, firm or corporation that is in arrears or in default to the City of Iowa City upon any debt or contract. Prior failure of a Proposer to perform faithfully on any previous contract or work for the City may be grounds for rejection. If requested, the Proposer shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these proposal documents; such evidence shall be presented within a specified time and to the satisfaction of the City.
10. **COLLUSIVE PROPOSING.** The Proposer certifies that the proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, without prior knowledge of competitive prices, and that the proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
11. **OFFICERS NOT TO BENEFIT.** Upon signing this agreement, Consultant acknowledges that Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City, and certifies that no employee or officer of the City, which includes members of the City Council and City boards and commissions, has an interest, either direct or indirect, in this agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5
12. **EQUAL EMPLOYMENT OPPORTUNITY.** All Proposers are subject to and must comply with the provisions of the City's EEO policy and applicable local, state and federal antidiscrimination laws. All City contractors, subcontractors or consultants with contracts of \$25,000 or more (or less, if required by another governmental agency) must abide by the requirements of the City's Contract Compliance. Emergency contracts are exempt from this provision.

## **B. BONDS AND INSURANCE**

1. **BID SECURITY.** When required, no bid shall be considered unless accompanied by either of the following forms of bid security:
  - a. A certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to a minimum of five percent (5%) of the bid, or
  - b. A bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in a penal sum of a minimum of five percent (5%) of the bid.

The bid security shall be made payable to the TREASURER OF THE CITY OF IOWA CITY, IOWA, and shall be forfeited to the City of Iowa City as liquidated damages in the event the successful Proposer fails to enter into a contract within fourteen (14) calendar days and, when required, post bond satisfactory to the City insuring the faithful performance of the contract and maintenance of said work, if required, pursuant to the

provisions of the bid documents and other contract documents. The amount of the check, draft or bond shall not constitute a limitation upon the right of the City of Iowa City, Iowa, to recover for the full amount of such damage.

Security deposits of the lowest two (2) or more Proposers may be retained pending contract award or rejection. All other security deposits will be returned promptly.

2. **PERFORMANCE BOND.** When required, the successful Proposer shall furnish a bond in the amount of one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City and shall guarantee the prompt payments of all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operation of the contract, and shall also guarantee the maintenance of the improvement for a specified period following its completion and acceptance by the City. A letter of Irrevocable Credit from a responsible lending agency approved by the City, for the same guarantee(s) as noted above, may be submitted for approval. The City reserves the right to accept or reject this form of guarantee.

3. **INSURANCE REQUIREMENTS.** When required, the successful Proposer shall provide insurance as follows:

a. **Certificate of Insurance; Cancellation or Modification**

1. Before commencing work, the Contractor shall submit to the City for approval of a Certificate of Insurance meeting all requirements specified herein, to be in effect for the full contract period.
2. The Contractor shall notify the City in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies.
3. Cancellation or modification of said policy or policies shall be considered just cause for the City of Iowa City to immediately cancel the contract and/or to halt on the contract, and to withhold payment for any work performed on the contract.
4. The policy shall be primary in payment, not excess or contingent, regardless of any other coverage available to the City.

b. **Minimum Coverage**

Any policy or policies of insurance purchased by the Contractor to satisfy his/her responsibilities under this contract shall include contractual liability coverage, and shall be in the following type and minimum amounts:

**Insurance Requirements**

Informal Project Specs: Class I (under \$1M)

Type of Coverage	Each Occurrence	Aggregate
a. Comprehensive General Liability		
(1) Bodily Injury & Property Damage	\$500,000	\$1,000,000
b. Automobile Liability	Combined Single Limit	
(1) Bodily Injury & Property Damage	\$500,000	
c. Worker's Compensation Insurance as required by Chapter 85, Code of Iowa.		

The City requires that the Contractor's Insurance carrier be "A" rated or better by A.M. Best.

**C. SPECIFICATIONS**

1. **FORMAL SPECIFICATIONS.** The Proposer shall abide by and comply with the true intent of the specifications (i.e., not take advantage of any unintentional error or omission). Whenever mention herein is made of a service to

be provided in accordance with laws, ordinances, building codes, underwriters' codes or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as the minimum requirements of the specifications.

The absence of a written list of deviations submitted with the proposal shall hold the Proposer strictly accountable to the City and to the specifications as written. Any unauthorized deviation from the specifications may be grounds for rejection of the service when delivered.

2. **PROPOSED ALTERNATE.** When an item is identified in the bid document by a manufacturer's name or catalog number, it is understood that the Proposer proposes to furnish the commodity and/or service so identified by the City unless the Proposer specifically proposes an alternate. In bidding on a proposed alternate, the Proposer shall clearly state on his/her bid exactly what he/she proposes to furnish, and forward with his/her bid, a complete description of the proposed alternate, including brand, model number, drawings, performance and test data, references, and any other information necessary for a complete evaluation. Proposer shall include a statement setting forth any changes in other materials, equipment, or other work which would be required by incorporation of the proposed alternate. The burden of proof of the merit of the proposed alternate is upon the Proposer.

The City's decision to approve or disapprove of a proposed alternate shall be final.

3. **QUALIFICATIONS, CREDENTIALS AND REFERENCES.** The Proposer shall provide a description of qualifications, credentials, experience, and resources as they relate to the provision of the proposal. The Proposer shall also provide a list of clients for whom similar work has been performed within the last two years, including the firm, contact person, address, and phone number of each contact person.
4. **ADDENDUM TO SPECIFICATIONS.** Any substantive interpretation, correction or change of the proposal documents shall be made by written addendum. Unless otherwise specified the addendum will be posted to the City of Iowa City website: <http://www.icgov.org/default/apps/equipment/commodities.asp>

Interpretation, corrections or changes of the proposal documents made in any other manner shall not be binding. Such interpretations, corrections or changes shall not be relied upon by Proposer. Any addenda shall be issued by the City within a reasonable time prior to the proposal date. It is the Proposer's responsibility to visit this website to insure that they have received all important addenda or revisions to the Request for Proposal prior to bidding.

#### **D. SELECTION OF FIRM**

1. **REJECTION OF PROPOSALS.** The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission. The City also reserves the right to reject the proposal of any Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal from a Proposer who, investigation shows, is not in a position to satisfactorily and timely perform the contract.
2. **SELECTION.** The City desires to enter into negotiations and ultimately reach an agreement with a Proposer who demonstrates the best combination of attributes to conduct the project, and who also negotiates a project cost with the City that is fair and reasonable. The City may conduct discussions with any Proposer who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by the City will be deemed preliminary in nature, the document and process will be deemed confidential until such time as the successful Proposer is selected. Criteria for selection will include but not be limited to:
  - The quality, availability, adaptability and life cycle costing of the commodities and/or service.
  - Guarantees and warranties.
  - Ability, capacity and skill to provide the commodities and/or service required within the specified time.
  - Ability to provide future maintenance and service.
  - Character, integrity, reputation, experience and efficiency.
  - Quality of performance of previous and/or existing contracts.

- Previous and existing compliance with laws and ordinances relating to contracts with the City and to the Proposer's employment practices.
- Whether the Proposer is in arrears to the City, in debt on a contract or is a defaulter on surety to the City.
- If reasonable doubts arise as to Proposer's solvency, the City reserves the right to require financial information sufficient to show solvency and/or require a performance bond.
- Such other relevant information as may be secured by the City.
- Cost estimate; the City is not required to accept the proposal with the lowest cost estimate.

Once the City has reached an agreement with the Proposer, a purchase order will be issued to the awardee. The purchase order will define the conditions of the contract between the City and the contractor selected to receive the award.

3. CORRECTIONS TO SUBMITTED PROPOSALS. Any changes that are made to this proposal using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change was made.
4. PRICING REQUIREMENTS. All pricing submitted by the Proposer shall be indicated in both words and figures. (Ex. \$200.50, Two hundred dollars and fifty cents).
5. PRESENTATIONS. When required and based on an evaluation of proposals submitted, the City may select finalists who will be required to participate in interviews, including key personnel designated for the proposal, and to make presentations regarding their qualifications and their ability to furnish the required service to best serve the needs of the City.

Formal presentations will be scored and evaluated by a committee. The evaluation committee will make a recommendation to the City Manager and if required, to the City Council for final approval. Nothing in the proposal can obligate the City to enter into a contract.

6. ERRORS IN PROPOSAL. Any ambiguity in any proposal as a result of omission, error, lack of clarity or noncompliance by the Proposer with specifications, instructions and conditions shall be construed in the light most favorable to the City. Changes in proposals shall be initialed and dated.

## **E. GENERAL CONTRACT PROVISIONS**

1. CONTRACT AWARD. Upon City's selection and satisfactory negotiation between City and Proposer on the work to be performed, a written award in the form of a Purchase Order, contract or other instrument shall result in a binding contract without further action by either party. The contract shall be on forms provided by the City; or if the Proposer's contract document is used, the City reserves the right to modify any document to conform to the request for proposal and to do so in the light most favorable to the City.
2. INSURANCE. Current Certificate of Insurance in the amounts specified shall be on file with the City before work can commence.
3. AVAILABILITY OF FUNDS. A contract shall be deemed valid only to the extent of appropriations available to each project. The City's extended obligation on these contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriation for the following fiscal year.
4. CHANGE IN LAWS: In the event of a change in law that frustrates the goals of the City relative to this contract, the City will be entitled to terminate the contract upon written notification to the vendor without cost or penalty to the City.
5. CONTRACT ALTERATIONS. The City reserves the right to make changes to the Services to be provided which are within the Project. No assignment, alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and agreed to by both the City and the Proposer. The Proposer shall not commence any additional work or change the scope of the Service until authorized in writing by the City. Proposer shall

make no claim for additional compensation in the absence of a prior written approval and amendment of this Agreement executed by both the Proposer and the City. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

6. **SUBLETTING OF CONTRACT.** Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the City, but in no case shall such consent relieve the Proposer from their obligations, or change the terms of the contract.
7. **CONTRACT PERIOD.** Contract shall remain in force for the full specified period and until all services have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall be met, unless:
  - a. Extended upon written authorization of the City and accepted by contractor, for a period negotiated and agreed upon by both parties, when in the best interest of the City.
  - b. Terminated due to default, as described below.
8. **DEFAULT.** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Proposer upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. The City reserves the right to grant Contractor a specified cure period during which to cure or remedy the default, which cure period shall be included in the written notice of default. If default is not cured within the specified time, City reserves the right, but is not obligated to, extend the cure period or City may deem the Contract terminated without further notice. In either event, the defaulting Contractor (or his/her surety) shall be liable to the City for cost to the City in excess of the defaulted contract price. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.
 

If the Contract is terminated, an award may then be made to the next qualified Proposer; or when time is of the essence, services may be contracted in accordance with Emergency procedures.
9. **DELIVERY FAILURES.** Failure of a contractor to provide commodities and/or service within the time specified, unless extended in writing by the City, or failure to replace rejected commodities and/or service when so directed by the City shall constitute delivery failure. When such failure occurs the City reserves the right to cancel or adjust the contract, whichever is in the best interest of the City. In either event, the City may purchase in the open market commodities and/or service of comparable worth to replace the articles of service rejected or not delivered. On all such purchases, the Contractor shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of contract prices, or the City may deduct such amount from monies owed the Contractor. If the contract is not cancelled, such purchases shall be deducted from contract quantities. The City reserves the right to accept commodities and/or service delivered which do not meet specifications or are substandard in quality, subject to an adjustment in price to be determined by the City. Acceptance will be at the sole discretion of the City.
10. **FORCE MAJEURE.** The Contractor shall not be liable in damages for delivery failure when such failure is the result of fire, flood, strike, and act of God, act of government, act of an alien enemy or any other circumstances which, in the City's opinion, is beyond the control of the Contractor. Under such circumstances, however, the City may at its discretion cancel the contract.
11. **INDEMNITY.** The Proposer shall indemnify, defend and hold harmless the City of Iowa City and its officers, employees and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury including death, license, patent, or copyright infringement, or property damage rising out of or resulting from the Proposer's operations under this Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either.

Proposer is not, and shall not be deemed to be, an agent or employee of the City of Iowa City.

Responsibility for Damage Claims - It is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract documents to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract. It is understood that no subcontractor is a third party beneficiary to any contract between the Contracting Authority and the prime contractor. Nothing in any special provision or any supplemental specification shall be construed as eliminating or superseding the requirements of this section.

Proposer further agrees to:

- a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copy-right or non-copyright composition, secret process, license, patented or unpatented invention, article, apparatus, or appliance, including any device or article forming a part of the apparatus or appliance of which the Proposer is not the patentee, assignee, licensee or owner, furnished or used in the performance of the contract.
  - b. Obtain all permits and licenses required by city, state and federal governments and pay all related fees. The Proposer shall also comply with all laws, ordinances, rules and regulations of the City, State of Iowa and the Federal Government.
12. ANTI-DISCRIMINATION. Proposer shall not discriminate against any person in employment or public accommodation because of race, religion, color, creed, gender identity, sex, national origin, sexual orientation, mental or physical disability, marital status or age. "Employment" shall include but not be limited to hiring, accepting, registering, classifying, promoting, or referring to employment. "Public accommodation" shall include but not be limited to providing goods, services, facilities, privileges and advantages to the public.
13. CHOICE OF LAW AND FORUM. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any judicial proceeding is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be in the Iowa District Court in and for Johnson County, Iowa City, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation immunity in State or Federal court, which may be available to the City.

## **F. PAYMENT PROVISIONS**

1. PAYMENT TERMS. Payment may be made only after inspection and acceptance by the using department. Payment of balances shall be made only after approval and final acceptance by the City.
2. INVOICING. Following acceptance of each payment term, payment shall be made within thirty (30) calendar days from receipt of itemized invoice. Before City will pay any invoice, the invoice must first include proposal number, department name, dollar amount, and any other pertinent information. Submit invoice to:

City of Iowa City  
**Attn: Equipment Division**  
 410 East Washington St.  
 Iowa City, Iowa 52240

3. WITHHOLDING PAYMENT. Consideration for withholding payment shall include faulty materials, or workmanship, failure to meet delivery deadlines, and liens that have been filed, or evidence indicating a possible filing of claims. In all cases, regulations and limitations imposed by the Federal Government and State of Iowa shall prevail.
4. TAXES. The City of Iowa City is exempt from all Federal, State of Iowa and other states' taxes on the purchase of commodities and services used by the City of Iowa City within the State of Iowa. The Purchasing Division

shall provide tax exemption certification to out of state suppliers as required. Out of state taxes imposed on purchases of commodities and/or services which are used within another state are applicable and subject to payment.

Revised 3/30/2015

Exhibit 1



SMARTER | SIMPLER | CUSTOMER DRIVEN

www.iowadot.gov

Des Moines Terminal Average Fuel Prices-Week of May 4, 2015

Monday, May 04, 2015	
Ultra LS Diesel # 1	2.1647
Ultra LS Diesel # 2	1.9946
Unleaded 87	2.0576
Ethanol	1.6621
E-70	1.7808
U87E10	1.8701
Biodiesel B100-(Multi-blend) (DM) W/R	3.4600 *
Soy Biodiesel B100 (DM) W/R	3.3900 *
Soy Biodiesel B100 (Clear Lake)	4.0167 *
Soy Biodiesel B100 (DOT average) WO/R	4.0140 ***

Thursday, May 07, 2015	
Ultra LS Diesel # 1	2.2117
Ultra LS Diesel # 2	2.0389
Unleaded 87	2.0553
Ethanol	1.7148
E-70	1.8170
U87E10	1.8746
Biodiesel B100-(Multi-blend) (DM) W/R	3.5600 *
Soy Biodiesel B100 (DM) W/R	3.4500 *
Soy Biodiesel B100 (Clear Lake)	4.1367 *
Soy Biodiesel B100 (DOT average) WO/R	4.0860 ***

Tuesday, May 05, 2015	
Ultra LS Diesel # 1	2.1728
Ultra LS Diesel # 2	2.0010
Unleaded 87	2.0474
Ethanol	1.6795
E-70	1.7899
U87E10	1.8619
Biodiesel B100-(Multi-blend) (DM) W/R	3.5200 *
Soy Biodiesel B100 (DM) W/R	3.3900 *
Soy Biodiesel B100 (Clear Lake)	4.0833 *
Soy Biodiesel B100 (DOT average) WO/R	4.0540 ***

Friday, May 08, 2015	
Ultra LS Diesel # 1	2.1696
Ultra LS Diesel # 2	1.9945
Unleaded 87	2.0145
Ethanol	1.7246
E-70	1.8116
U87E10	1.8390
Biodiesel B100-(Multi-blend) (DM) W/R	3.5400 *
Soy Biodiesel B100 (DM) W/R	3.4500 *
Soy Biodiesel B100 (Clear Lake)	4.1167 *
Soy Biodiesel B100 (DOT average) WO/R	4.0740 ***

Wednesday, May 06, 2015	
Ultra LS Diesel # 1	2.2034
Ultra LS Diesel # 2	2.0340
Unleaded 87	2.0767
Ethanol	1.6975
E-70	1.8113
U87E10	1.8918
Biodiesel B100-(Multi-blend) (DM) W/R	3.5500 *
Soy Biodiesel B100 (DM) W/R	3.4500 *
Soy Biodiesel B100 (Clear Lake)	4.0833 *
Soy Biodiesel B100 (DOT average) WO/R	4.0540 ***

\* indicates Biodiesel - price @ specific terminal

\*\*\* DOT average for Soy Biodiesel B100

Terminals included in DOT average are:

Clear Lake, Council Bluffs

Des Moines, Milford

Ottumwa, Sergeant Bluff

Sub-Octane Unleaded Gasoline Specifications

**Grades: V, V8, V66, V68, VCB, and VTX**

(Conventional Gasoline - This product does not meet the requirements for reformulated gasoline and may not be used in any reformulated gasoline covered area.

**The following parameters apply before blending with denatured fuel ethanol.**

Product Property	Test Method	Origin Limits Minimum	Origin Limits Maximum	Deliveries <sup>1/</sup>
Gravity, ° API	D287, D1298, D4052		Report	
Color			Undyed	
Distillation <sup>2/</sup>	D86			
RVP <sup>2/</sup>	D5191			
Vapor to Liquid Ratio <sup>2/</sup>	D5188			
Drivability Index <sup>2/</sup>	D4814			
Copper Corrosion	D130		1	
Silver Corrosion	D7667, 7671		1	
Gum, Existent, mg/100 ml	D381		4	5
Mercaptan Sulfur, wt % <sup>3/</sup>	D3227		0.002	
Sulfur, ppm	D2622		80	
Benzene, vol %	D3606		4.9	
Oxidation Stability, minutes	D525	240		
Haze Rating <sup>4/</sup>	D4176		2	3
Oxygenates, wt %	D4815		0.05	
Phosphorus, g/gal	D3231		0.003	0.005
Lead, g/gal	D3237		0.010	0.05
NACE Corrosion	TM0172		B+	
Odor <sup>5/</sup>			Nonoffensive	

**The following parameter applies either before or before and after blending with denatured fuel ethanol.**

Octane	Test Method	<u>Base Gasoline</u>	
RON, min	D2699	Report	
MON, min	D2700	79.0	
(R+M)/2, min		84.0	
Octane	Test Method	<u>Base Gasoline and Blend with 10% Ethanol</u>	
RON, min	D2699	Report	Report
MON, min	D2700	Report	82.0
(R+M)/2, min		83.0	87.0

The following parameters apply after blending with denatured fuel ethanol at 10%

<u>Product Property</u>	<u>Test Method</u>	<u>Origin Limits</u>				
Distillation,	D86					
10% Evap (T10), °F						Report
20% Evap (T20), °F						Report
50% Evap (T50), °F, min						150
RVP <sup>6/</sup>	D5191					Report
Vapor to Liquid Ratio	<u>Class 1</u>	<u>Class 2</u>	<u>Class 3</u>	<u>Class 4</u>	<u>Class 5</u>	
D5188, min <sup>2/7/</sup>	<b>129</b>	<b>122</b>	<b>116</b>	<b>107</b>	<b>102</b>	

- 1/ Delivered products meets all applicable requirements at time and place of delivery.
- 2/ Refer to Magellan's Seasonal Gasoline Volatility Classes and Schedule of Origin Volatility requirements.
- 3/ Mercaptan Sulfur determination is waived if the result of the Doctor Test ASTM D4952 is negative.
- 4/ Compliance with ASTM D4176 will be determined using Procedure 2 at the following temperatures, adjusted seasonally:
 

February 16 – September 30	55 °F max
October 1-- February 15	45 °F max
- 5/ Any gasoline exhibiting an offensive odor and/or containing more than 0.30 wt % dicyclopentadiene will not be accepted for shipment.
- 6/ RVP limits on ethanol blended gasoline are controlled by various federal and state regulations and waivers, which are generally greater than the limits for base gasoline.
- 7/ D5188 is the referee test method. The alternate equation in D 4814 may also be used.

**E Grade Denatured Fuel Ethanol Specifications**

<b>Specification Points</b>	<b>Test Method</b>	<b>Shipments</b>	<b>Deliveries<sup>1/</sup></b>
Apparent Proof, 60°F Or Density, 60°F	Hydrometer ASTM D-4052	Report Report	
Water, Volume %, Maximum	ASTM E-203 or E-1064	1.0	
Ethanol, Volume % Minimum	ASTM D-5501	93.5	93.0
Methanol, Volume %, Maximum	ASTM D-5501	0.5	
Sulfur, ppm (wt/wt), Maximum	ASTM D5453	10	
Solvent Washed Gum, mg/100mL Maximum	ASTM D-381 Air Jet Method	5.0	
Potential Sulfate, mass ppm Maximum	ASTM D7319	4	
Chloride, mg/L Maximum	ASTM D-7319	8	
Copper, mg/L Maximum	ASTM D-1688 Method A, Modified per D-4806	0.08	
Acidity (as acetic acid), Mass % Maximum	ASTM D-1613 or D-7795	0.007	
pHe Minimum Maximum	ASTM D-6423	6.5 9.0	
Appearance @ 60°F	Visual Examination	Visibly free of suspended or precipitated contaminants. Must be clear and bright.	
Denaturant Content and Type <sup>2/</sup> Volume %		2	
<b>Corrosion Inhibitor Additive, One of the following is required:</b>	<b>Minimum treat rate</b> 6 lbs./1000 bbls. 20 lbs/1000 bbls. 20 lbs./1000 bbls. 20 lbs./1000 bbls. 20 lbs./1000 bbls. 20 lbs./1000 bbls. 13 lbs./1000 bbls. 13 lbs./1000 bbls. 13 lbs./1000 bbls. 13 lbs/1000 bbls. 13 lbs/1000 bbls. 6 lbs/1000 bbls 3 lbs/1000 bbls. 5 lbs/1000 bbls. 6 lbs/1000 bbls.	<b>Vendor</b> Innospec G. E. Betz Petrolite Nalco Betz Midcontinental Midcontinental Petrolite US Water Services US Water Services Ashland G.E. Power & Water NALCO US Water Services	<b>Additive</b> DCI-11 Plus Endcor GCC9711 Tolad 3222 5403 ACN 13 MCC5011E MCC5011PHE Tolad 3224 Corrpro 654 Corrpro 656 Ameryg ECI-6 8Q123ULS EC5624A Plus Corrpro Pro NT

**E Grade Denatured Fuel Ethanol Specifications (continued)**

- 1/ Delivered products meets all applicable requirements at time and place of delivery.
- 2/ Only approved denaturants listed in D4806. The denaturant range must be within the guidelines provided for in IRS Notice 2009.06, which is 1.96% to no more than 2.5%.

**D Grade Premium Diesel Fuel Specifications**

Product Property	Test Method	Origin		Deliveries <sup>1/</sup>
		Test Results Minimum	Test Results Maximum	
Gravity, °API	D287	Report		
Color	D1500		2.0	2.5
Distillation,	D86			
IBP, °F		340		
50% Recovered, °F		460		
90% Recovered, °F		540	640	
Copper Corrosion	D130		1	
Cetane				
(1) Cetane Number	D613	48.0		
OR (2) Cetane Index, A or B	D4737	48.0		
Cetane Index <sup>2/</sup>	D976	40		
Flash Point, °F	D93	140		140
Stability				
(1) Thermal, % reflectance	D6468 (W)	75		
	D6468 (Y)	82		
Aging Period (Minutes)	D6468	90		
OR (2) Potential Gum, mg/100 ml <sup>3/</sup>	MPL P. Gum		15	
Carbon Residue on 10% Bottoms, %	D524		0.20	
Cloud Point, °F	D2500		<sup>4/</sup>	
Pour Point, °F	D97		<sup>4/</sup>	
Viscosity, cSt at 104 °F	D445	1.9	4.1	
Ash, wt %	D482		0.01	
Haze Rating <sup>5/</sup>	D4176		2	3
NACE Corrosion	TM0172	B+		
Sulfur, ppm <sup>6/</sup>	D2622		*11	

**D Grade Premium Diesel Fuel Specifications (continued)**

- 1/ Delivered products meets all applicable requirements at time and place of delivery
- 2/ ASTM D976 data is required for low sulfur fuel oils to demonstrate aromatics compliance per the EPA.
- 3/ The Potential Gum will be determined by ASTM method D381 modified (Steam Jet Evaporation at 485 °F) after a 16 hour induction period by ASTM method D525 modified. Contact Magellan QC to request a copy of this method.

4/ <u>Month</u>	<u>Pour Point °F, max</u>	<u>Cloud Point °F, max</u>
January	0	+14
February	0	+14
March	0	+14
April	+10	+20
May	+10	+20
June	+10	+20
July	+10	+20
August	0	+14
September	0	+14
October	0	+14
November	0	+14
December	0	+14

- 5/ Compliance with ASTM D4176 will be determined using Procedure 2 at 77 °F or tank temperature at the time of sampling, whichever is lower.
- 6/ All results provided must use an EPA qualified instrument.  
\*Sulfur limit, 12 ppm for interconnecting pipelines.

**Additional Requirements:**

Biodiesel: The use of any biodiesel fuel as a blending component is prohibited.

Dyes: D Grade shipments may not be dyed.

**Y Grade No. 1 Diesel Fuel Specifications**

Product Property	Test Method	Origin		Deliveries <sup>1/</sup>
		Minimum	Maximum	
Gravity, °API	D287	35.0		
Flash Point, °F	D93	125	160	115
Pour Point, °F	D97		-25	
Carbon Residue on 10% Bottoms, %	D524		0.15	
Sulfur, ppm <sup>2/</sup>	D2622		*10	
Mercaptan Sulfur, wt % <sup>3/</sup>	D3227		0.004	
Copper Corrosion	D130		1	
Cetane				
(1) Cetane Number	D613	40.0		
OR (2) Cetane Index, procedure A	D4737	40.0		
Cetane Index <sup>4/</sup>	D976	40		
Distillation	D86			
10% Recovered, °F			419	
90% Recovered, °F			550	
OR				
Simulated Distillation	D2887			
10% Recovered, °F			383	
90% Recovered, °F			580	
Viscosity at 104 °F, cSt	D445	1.3	2.1	
Ash, wt %	D482		0.01	
Haze Rating <sup>5/</sup>	D4176		2	3
NACE Corrosion	TM0172	B+		

- 1/ Delivered products meets all applicable requirements at time and place of delivery.
- 2/ All results provided must use an EPA qualified instrument.  
\*Sulfur limit, 11 ppm for interconnecting pipelines.
- 3/ Mercaptan Sulfur determination is waived if the result of the Doctor Test ASTM D4952 is negative.
- 4/ ASTM D976 data is required for low sulfur fuel oils to demonstrate aromatics compliance per the EPA.
- 5/ Compliance with ASTM D4176 will be determined using Procedure 2 at 77 °F or tank temperature at the time of sampling, whichever is lower.

**Additional Requirements:**

Biodiesel: The use of any biodiesel fuel as a blending component is prohibited.

Dyes: Y Grade shipments may not be dyed.

Exhibit 6



**ZB Grade Ultra Low Sulfur Biodiesel Fuel Blend Stock Specifications**

Product Property	*Test Method	Origin Test Results		Deliveries <sup>1/</sup>
		Minimum	Maximum	
Density, Kg/L	D4052	Report		
Filtration, Seconds (Modified), max	D7501		125	
Flash Point, °C	D93	130		
Cloud Point, °F	D2500		36	
Carbon Residue on 100% Sample, wt %	D4530		0.050	
Sulfur, ppm (mg/g) <sup>2/</sup>	D5453		15	
Stability (Three Parameters)				
Rancimat, (hrs.)	EN14112	6		3
Copper Corrosion	D130		1	
Cetane Number	D613	47		
Distillation	D1160		680	
Atmospheric equivalent temperature				
90% Recovered, °F or				
Simulated Distillation, (Modified)	D2887		680	
Viscosity at 104 °F, cst	D445	1.9	6.0	
Sulfated Ash, wt %	D874		0.020	
Free Glycerin, wt %	D6584		0.020	
Monoglyceride, wt%	D6584		0.450	
Total Glycerin, wt %	D6584		0.240	
Acid Number, mgKOH/g	D664		0.40	0.50
Haze Rating @ 60 °F	D4176		2	
Phosphorus content, wt%	D4951		0.001	
Water & Sediment, vol%	D2709		0.050	
Minimum Delivery Temperature	MMP	+50		
Calcium and Magnesium, combined, ppm (mg/g)	EN14538		5.0	
Sodium & Potassium combined, ppm (mg/g)	EN14538		5.0	
Workmanship <sup>3/</sup>	MMP			



**ZB Grade Ultra Low Sulfur Biodiesel Fuel Blend Stock Specifications (continued)**

- 1/ Delivered products meets all applicable requirements at time and place of delivery.
- 2/ All results provided must use an EPA qualified instrument.
- 3/ **Workmanship:** At the time of acceptance, the finished fuel shall be visually free from undissolved water, sediment, or suspended matter and shall be clear and bright.

**Additives:**                    BioExtend 30  
    Eastman - Tenox 21  
    Kemin BF 320  
    NALCO EC 5609A

\*Alternative methods found in association with D6751 the ASTM specification for biodiesel are accepted.