

**SERIAL 05097 C BULK FUEL, PURCHASE & DELIVERY – UNLEADED
GASOLINE & DIESEL FUEL**

DATE OF LAST REVISION: August 20, 2008 CONTRACT END DATE: November 30, 2011

CONTRACT PERIOD THROUGH NOVEMBER 30, ~~2008~~ 2011

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **BULK FUEL, PURCHASE & DELIVERY – UNLEADED
GASOLINE & DIESEL FUEL**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **November 02, 2005**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

AS/mm
Attach

Copy to: Materials Management
Gidget Vigil, Equipment Services

(Please remove Serial 03038-C, 03153-IGA, 04213-IGA from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **BULK FUEL, PURCHASE & DELIVERY – UNLEADED GASOLINE & DIESEL FUEL (NIGP CODES 40509, 40515)**

1.0 INTENT:

The intent of this Invitation for Bids (IFB) is to establish a full service contract for the purchase and delivery of bulk Unleaded and Diesel Fuel for Maricopa County underground and aboveground storage tanks and fuel trucks. Our Fuel Trucks are used to fuel County construction equipment / other fleet as necessary. The deliveries and purchases shall be from the Phoenix Tank Farms. The County reserves the right to award in whole, by geographic area, or multiple where it's in the best interest to the County.

2.0 TECHNICAL SPECIFICATIONS AND REQUIREMENTS:

2.1 QUALIFICATIONS FOR CONTRACTOR:

- 2.1.1 Contractor(s) shall be regularly engaged in the business of providing supply and delivery service of fuel products. A minimum of 5 years of experience is required.
- 2.1.2 Contractor(s) shall employ qualified personnel / drivers that understand and exercise applicable safety standards.
- 2.1.3 Contractor(s) shall be capable of delivering and pumping fuel into both underground and aboveground storage tanks.
- 2.1.4 Contractor(s) and their drivers shall pick up and deliver from the Phoenix Tank Farms.
- 2.1.5 Our expectations are to receive quality product, on-time deliveries with bulk pricing discount.

2.2 PURCHASE OF MOTOR FUELS

- 2.2.1 All unleaded gasoline shall conform to the American Society for Testing and Materials (ASTM) Standard Specification #D4814-01a for the State of Arizona and any ASTM revision thereafter, subject to rules and regulations and Clean Air Act waivers of the U.S. Environmental Protection Agency (EPA), and Arizona State statutes which require the use of reformulated oxygenated gasoline and specify maximum vapor pressures for certain areas.
- 2.2.2 All regular grade unleaded gasoline fuel shall have a minimum octane (RON plus MON/2) of 87. The Maricopa County Equipment Services reserves the right to test fuels for compliance. The Arizona State Legislature requires Maricopa County to use gasoline with Ried Vapor Pressure (RVP) of 7.0.
- 2.2.3 All diesel fuel shall conform to ASTM D975 standard specifications for No. 2 diesel fuel for the State of Arizona and any ASTM revision thereafter. The Maricopa County Equipment Services Department reserves the right to test fuels for compliance.
- 2.2.4 All gasoline and diesel fuel shall have a minimum shelf life of one- (1) year.
- 2.2.5 All gasoline and diesel fuel shall be guaranteed against any damage to equipment resulting from the proper use of the product.
- 2.2.6 All oxygenated or blended fuels shall conform to the ASTM D4814 standard specifications for the State of Arizona and meet any E.P.A. waivers for oxygenated or blended fuels.

2.3 UNDERGROUND STORAGE TANK ADDRESSES:

- 2.3.1 Durango-3325 W Durango Street, Phoenix, 85009
- 2.3.2 ****Downtown-120 S 4th Ave, Phoenix, 85003 (reference section 2.5)**
- 2.3.3 Mesa-155 E Coury, Mesa, 85210
- 2.3.4 Surprise-16821 N Dysart Rd, Surprise, 85374

2.4 ABOVEGROUND STORAGE TANK ADDRESSES:

- 2.4.1 Buckeye-26449 W MC Road 85, Buckeye, 85326
- 2.4.2 Estrella Mountain Park, 15099 W Casey Abbott Dr. North, Goodyear, 85338
- 2.4.3 Lake Pleasant Regional Park, 41835 N Castle Hot Springs Rd, 85342
- 2.4.4 Bartlett Lake, Bartlett Rd 8 miles E of Cave Creek Rd,
- 2.4.5 Cave Creek Recreation Area, 37019 N Lava Lane Cave Creek, 85331
- 2.4.6 McDowell Mountain Regional Park, 15612 E Palisades Dr., Fountain Hills, 85269
- 2.4.7 Usery Mountain Recreation Area, 3939 N Usery Pass Rd, Mesa, 85207
- 2.4.8 White Tank Mountain Regional Park, 13025 N White Tank Mountain Rd, Waddell, 85355
- 2.4.9 Flood Control N Yard, 9602 N 21st Dr, Phoenix, 85021
- 2.4.10 Sheriff's Office Substation, 920 E Van Buren, Avondale, 85323

2.5 DELIVERY:

Delivery shall be made within 24 hours from time of order notification. If the contractor cannot comply with these requirements they shall notify our Fuel Coordinator immediately (602-506-4481), to make other arrangements.

****NOTE: EQUIPMENT SERVICES' DOWNTOWN LOCATION REQUIRES AN EMPLOYEE TO BE ON SITE TO UNLOCK THE GATES AND PADLOCK ON TANK. DELIVERIES MUST BE MADE BETWEEN 7:00 A.M. TO 5:30 P.M.**

2.6 COUNTY FUEL TRUCKS:

The County owns and operates three (3) fuel trucks. These units are used to fuel our construction equipment / other fleet as necessary. These units shall be allowed to purchase fuel at the designated contractors facility. All certifications for the fuel trucks shall be coordinated with our Fuel Coordinator. The bidder(s) shall provide a sample of the "Carrier Terminal Access Agreement" and Driver Responsibilities Policy and Procedures with your bid submittal. Below are the descriptions of our fuel trucks. There is a space provided on Attachment A pricing for you to indicate if your fuel racks comply with the different loading dispensers we have on our fuels trucks.

- 2.6.1 Split tank - 2000 Gallon Diesel and 500 Unleaded, GPM 90 with right side / passenger side loading dispenser
- 2.6.2 1500 Gallon Diesel, GPM 100 with left side / driver side and top loading dispenser.
- 2.6.3 1500 Gallon Diesel, GPM 30 with right side / passenger side loading dispenser.

2.7 IN-HOUSE DELIVERIES:

The County reserves the right to utilize County Fuel Truck(s) for deliveries to the aboveground storage tanks on an as needed basis.

2.8 SITE INSPECTION:

Bidders are strongly encouraged to visit all proposed fuel sites to become familiar with; physical locations, access conditions and/or any other physical site conditions that may affect the scope of work contained herein. By submitting a bid the bidder acknowledges that they have examined and/or will comply with all existing site conditions for the term of any resultant contract(s). Any failure by the bidder to acquaint themselves with the available information contained herein shall

not relieve them of the responsibility to carry out all contract terms and conditions. The County assumes no responsibility for any conclusions or interpretations made by the bidder on the bases of the information made available by the County. Contact our Fuel Coordinator (602-506-4481) to make arrangements. To retrieve maps for the Regional Parks go to the Parks & Recreations website at www.maricopa.gov/parks click on maps. If you don't have access to a computer we can provide a map for you.

2.9 LOAD CAPACITY:

The County's fuel tanks capacities are from "Tank-Wagon" loads up to "Truck-Trailer" loads for both unleaded and diesel fuel, where specified on an as needed basis. The Fuel Coordinator shall order full loads for all our fuel sites.

2.10 ESTIMATED QUANTITIES:

The usage quantities contained on Attachment A pricing are estimates only. No commitment of any kind is made concerning actual quantities acquired during the contract term.

2.11 FUEL DELIVERY COORDINATION EFFORT:

Maricopa County Equipment Services Fuel Coordinator shall contact the Contractor(s) of the quantities, site locations, and the type of petroleum product (unleaded or diesel) required for delivery. The contact numbers are (602-506-4481 / Fax # 602-506-6013). All coordination efforts and any necessary authorization, or notification shall be coordinated through this individual.

2.12 REQUIRED REPORTS:

The Contractor shall provide the O.P.I.S. daily weekly average as reported on close previous business day Thursday and the daily low O.P.I.S. from the 9:00 a.m. eastern time report by FAX to our Fuel Coordinator (602-506-6013).

~~The Contractor shall provide the O.P.I.S. weekly low and average figures by FAX to our Fuel Coordinator (602-506-6013) as reported on close of previous Thursday.~~

2.13 KEYS:

The Contractor shall be issued keys to fuel sites that may be locked / unattended during the time of delivery. All keys shall be returned at the end of the contract period or at contract termination.

2.14 SIGNS / LABELS:

County storage fuel tanks are clearly marked appropriately displaying "UNLEADED" and "DIESEL" signs / labels.

2.15 STICK TANKS:

The Contractor(s) shall "stick" the tanks prior to and after delivery and record the inches on the delivery receipt. This is an opportunity for the delivery driver to verify both the fuel type and quantity in the tank to be filled.

2.16 CLEAN UP:

The Contractor shall be responsible for clean up of all spillage during the delivery and/or pumping process and shall take immediate action to properly contain and "clean-up" the spillage in accordance with applicable laws regulations, etc. The Contractor shall also advise our Fuel Coordinator (602-506-4481).

2.17 MIXED FUEL:

The Contractor shall be responsible for the complete cost and any damages resulting in the removal of "mixed fuel".

2.18 ANNUAL TESTING:

The Contractor(s) may be required to top off tanks, during federal testing. The County shall not incur any up-charge cost for ordering a partial or split load of fuel to meet required levels for the Annual Underground Storage Tank (UST) Testing. The County shall do their best to comply with the levels prior to testing to avoid an inconvenience to the Contractor(s).

2.19 STAND-BY CHARGES:

The contractors shall be allowed to charge the County a stand-by charge if the delay is over fifteen- (15) minutes and is caused by the County. The County is not responsible for construction closures / delays. The delivery ticket shall indicate the date and time of arrival. An Equipment Service employee must sign the delivery ticket to acknowledge the stand-by charge.

2.20 UP CHARGE:

In the event a contractor contacts our Fuel Coordinator (602-506-4481) to possibly accept a partial load as a favor to the contractor, in order to empty out their trailer tank, the County shall not incur any up-charge cost.

2.21 INVOICING:

The original invoice shall be submitted for each delivery. A certified invoice shall be included with all unleaded fuel purchases, to comply with Arizona Department of Transportation requirements concerning off-road vehicle fuel tax credits. All invoices shall be sent to the following billing address on a daily basis to the attention of:

Equipment Services
Fuel Coordinator
3325 West Durango St.
Phoenix Arizona 85009

Our Fuel Coordinator will handle Price discrepancies. A discrepancy letter will be faxed or emailed to the contractor's accounts receivable or designated person to inform them of all price discrepancies on invoice totals. Billing statement must reflect these changes. All invoices must clearly outline type of fuel, delivery from Phoenix tank farm, method of price (plus or minus margin / low or average pricing), applicable taxes, County contract number and County purchase order (when not using procurement credit card as method of payment). The County will pay for the actual (net) amount of fuel received.

Accounts Payable is responsible for all payment processing. For all inquiries on payments, contact Accounts Payable at 602-506-4668 or 602-506-2938. We encourage electronic statements. All payments must be applied per invoice. At no time shall the payments be applied to our account as total dollars paid. All invoices and credits must be listed on the statement.

2.22 DELIVERY TICKET:

The delivery ticket and one copy of the bill of lading shall be provided to the fuel coordinator. When deliveries are made to unattended sites, the delivery ticket and one copy of the bill of lading shall be faxed (602-506-6013) the same day of the delivery. The delivery ticket shall provide: the contractor's name, address, type of fuel, grade of fuel and dip stick reading prior to unloading and following unloading shall be provided at the time of each delivery. The County shall only authorize payment for the actual (net) quantity of each delivery.

2.23 SAFETY STANDARDS:

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code, and The National Fire Protection Association Standards, and any other applicable requirements.

2.24 ADDITIONAL CHARGES/FEES:

Maricopa County is not responsible for miscellaneous charges or fees (i.e., shop supplies, environmental fees, fuel surcharges, travel time, service calls, towing/hauling etc.), unless Arizona State or Federally mandated, other than those listed in the pricing section of this price agreement. All costs shall be included in the bid Price.

2.25 PRICING:

2.25.1 All pick up and deliveries must be from the "Phoenix Tank Farms" only. The resultant contractor will not be permitted to make a change of racks during the contract period, without prior approval from Maricopa County Materials Management Department and Maricopa County Equipment Services.

2.25.2 All prices offered shall include cost for the delivery to designated County storage tank locations.

2.25.3 All prices offered consider gallon usage and capacity of fuel tanks when figuring price.

2.25.4 All prices offered for fuel shall be based on the Oil Price Information Survey (O.P.I.S.).

2.25.5 All prices offered shall indicate plus or minus (+ or -) O.P.I.S.

2.25.6 All prices offered shall indicate from low or average pricing where applicable.

2.25.7 Pricing **on the next delivery** for ~~any given week~~ (Sunday through Saturday) shall be based on the preceding **days O.P.I.S. Report. Thursday's weekly O.P.I.S. report.**

2.25.8 If the O.P.I.S is not available for any reason, the pricing for the previous **day week** shall prevail.

2.25.9 For evaluation purposes only, the bidders are required to list the O.P.I.S. low and average pricing for unleaded and diesel on Attachment A, Pricing Pages. The reference date from O.P.I.S. must be the Thursday previous to bid opening (AUGUST 18, 2005) when submitting this IFB. DO NOT INCLUDE TAX OR YOUR MARGIN. Reference the weekly Average O.P.I.S., for the Thursday previous (AUGUST 18, 2005) to IFB opening date AND reference the daily Low O.P.I.S from the 9:00 A.M. Eastern time report (AUGUST 18, 2005) for preparation of this IFB. DO NOT INCLUDE TAX OR YOUR MARGIN.

2.26 ADDITIONS / DELETIONS OF SERVICE:

The County reserves the right to add or delete sites and/or fuel trucks under this contract. In the event the County decides to purchase a larger fuel tank for any fuel site the negotiation process shall be made between the County and the Contractor.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and must be within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

3.4.1 Compliance with specifications

3.4.2 Price

3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.6 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

3.7 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid).

3.8 INDEMNIFICATION AND INSURANCE:

3.8.1 INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.8.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and

the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.8.3 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

- 3.8.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

- 3.8.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

- 3.8.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.8.4 Certificates of Insurance.

- 3.8.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and

acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.8.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.9 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

ANDREA STUPKA CONSULTANT, 602-506-3504
(astupka@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

GIDGET BELTRAN, CONTRACT ADMINISTRATOR FOR EQUIPMENT SERVICES, 602-506-4674
(gidget.beltran@MAIL.MARICOPA.GOV)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.10 PRE-BID CONFERENCE:

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON AUGUST 10, 2005 AT 10:00 A.M. AT THE EQUIPMENT SERVICES CONFERENCE ROOM, 3325 W. DURANGO, PHOENIX, AZ 85009.

3.11 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.12 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide one (1) original (labeled), one extra hard copy and one (1) electronic copy of pricing on CD. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

3.13 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

- 3.13.1 One electronic copy on CD, one (1) original and one (1) extra hard copy of all submissions is MANDATORY
 - 3.13.2 Pricing pages, MANDATORY (Attachment A)
 - 3.13.3 Agreement page, MANDATORY (Attachment B)
 - 3.13.4 References, MANDATORY (Attachment C)
 - 3.13.5 Carrier Terminal Access Agreement and Driver Responsibilities Policy and Procedures, MANDATORY
- 3.14 POST-AWARD CONFERENCE:
- A Post-Award Conference shall be held. Awardee will be notified location, date and time.

UNION DISTRIBUTING COMPANY, 622 S 56TH AVE, PHOENIX, AZ 85043

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? X * YES NO

* Additional 3% charge to each individual invoice total including taxes for procurement card use.

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES X NO

PRICING SHEET NIGP CODES 4050901, 4051501

1.0 PRICING:

UNLEADED O.P.I.S. LOW \$2.0725 O.P.I.S. AVERAGE \$2.1155 DATE: 8/18/05

DIESEL O.P.I.S. LOW \$2.045 O.P.I.S. AVERAGE \$2.1214 DATE: 8/18/05

1.3 FUEL SITES	TANK CAPACITY	ESTIMATED YEARLY USAGE			PLUS OR MINUS MARGIN	
		UNLEADED	DIESEL		UNLEADED	DIESEL
1.3.1 Equipment Services Durango Shop 3325 W. Durango Street Phoenix, Arizona 85009	2-12,000 gallon	395,000	300,000	AVERAGE	\$0.054	-0.0278
				LOW		\$0.015+
1.3.2 Equipment Services Downtown Shop 120 S. 4th Avenue Phoenix, Arizona 85003	2-12,000 gallon	210,000	48,000	AVERAGE	\$0.054	-0.03
				LOW		\$0.015+
1.3.3 Equipment Services Mesa Shop 155 E. Mesa Mesa, Arizona 85210	2-12,000 gallon	295,000	55,000	AVERAGE	\$0.051	-0.0214
				LOW		\$0.019+
1.3.4 Equipment Services Dysart Shop 16821 N. Dysart Road Surprise, Arizona 85374	2-12,000 gallon	405,000	216,000	AVERAGE	\$0.051	-0.0227
				LOW		\$0.018+
1.3.5 Equipment Services Buckeye Shop 26449 W. MC Road 85 Buckeye, Arizona 85326	2-2,000 gallon	100,000	100,000	AVERAGE	\$0.036+	
				LOW		\$0.104+

Effective 07/01/08

UNION DISTRIBUTING COMPANY, 622 S 56TH AVE, PHOENIX, AZ 85043

1.3 FUEL SITES (continued)	TANK CAPACITY	ESTIMATED YEARLY USAGE			PLUS OR MINUS MARGIN	
		UNLEADED	DIESEL		UNLEADED	DIESEL
1.3.6 Estrella Mountain Park 15099 W. Casey Abbott Dr. North Goodyear, Arizona 85338	2-2,000 gallon	30,000	10,000	AVERAGE	\$0.023+	+0.1167
				LOW		\$0.091+
1.3.7 Lake Pleasant Regional Park 41835 N. Castle Hot Springs Road Morristown, Arizona 85342	2-2,000 gallon	35,000	5,000	AVERAGE	\$0.103+	+0.2701
				LOW		\$0.171+
1.3.8 Bartlett Lake Bartlett Rd. 8 miles East of Cave Creek Road	1-500 gallon	20000	NONE	AVERAGE	\$0.949+	+2.01
				LOW		\$1.017+
1.3.9 Cave Creek Recreation Area 37019 N. Lava Lane Cave Creek, Arizona 85269	2-2,000 gallon	15,000	10,000	AVERAGE	\$0.01+	+0.1685
				LOW		\$0.078+
1.3.10 McDowell Mountain Regional Park 15612 E. Palisades Drive Fountain Hills, Arizona 85269	1-6,000 gallon	50,000	NONE	AVERAGE	\$0.021+	+0.0336
				LOW		
1.3.11 Usery Mountain Recreation Area 3939 N. Usery Pass Road Mesa, Arizona 85207	1-2,000 gallon	15,000	NONE	AVERAGE	\$0.108+	+0.1968
				LOW		
1.3.12 White Tank Mountain Regional Park 13025 N. White Tank Mountain Rd. Waddell, Arizona 85355	2-1,000 gallon	5,000	2,500	AVERAGE	\$0.064+	+0.2973
				LOW		\$0.132+
1.3.13 Flood Control North Yard 9602 N. 21st Drive Phoenix, Arizona 85021	300/gal Unleaded 700/gal Diesel	3,000	5,000	AVERAGE	\$0.171+	No Deliveries
				LOW		\$0.239+
1.3.14 Sheriff's Office Substation 920 E. Van Buren Avondale, Arizona 85323	1-1,000 gallon	80,000	NONE	AVERAGE	\$0.142+	+0.2445
				LOW		
1.3.15 Pickup By County Fuel Trucks		75,000	100,000	AVERAGE	\$0.012+	+0.06
				LOW		\$0.08+

UNION DISTRIBUTING COMPANY, 622 S 56TH AVE, PHOENIX, AZ 85043

1.3 FUEL SITES (continued)	TANK CAPACITY	ESTIMATED YEARLY USAGE		AVERAGE	PLUS OR MINUS MARGIN	
		<u>UNLEADED</u>	<u>DIESEL</u>		<u>UNLEADED</u>	<u>DIESEL</u>
1.3.20 Usery Park 7519 N Usery Pass Mesa, AZ	1000	5000	NONE	AVERAGE	\$0.385+	+0.702

1.3.16 Comply with delivery hours within 24 hours and meet requirements for specified in section 2.5 : YES [X] OR NO []
If no, explain: _____

1.3.17 Stand-by charges section 2.19: \$15.00 per quarter hour _____

1.3.18 "Carrier Terminal Access Agreement" and "Driver Responsibilities Policy and Procedures" submitted specified in section 2.6. YES [X] OR NO []
If no, explain: _____

1.3.19 Comply with Fuel Truck loading dispensers and GPM rate specified in section 2.6: YES [X] OR NO []
If no, explain: _____

Terms: Net 10

Vendor Number: W000003403 X

Telephone Number: 602-272-6795

Fax Number: 602-484-9038

Contact Person: Dave Lueth

E-mail Address: gina@uniondistributing.com

Company Web Site: www.uniondistributing.com

Certificates of Insurance Required

Contract Period: To cover the period ending ~~November 30, 2008~~ **November 30, 2011**.