

SPECIFICATIONS ON INVITATION FOR BID FOR: **BIODIESEL (PETRO/AGRI BLENDS) BULK FUEL PURCHASE & DELIVERY (NIGP 40502, 40509)**

1.0 INTENT:

The intent of this Invitation for Bids (IFB) is to establish a full service contract from a qualified contractor to supply pre-blended B5 up to B20 biodiesel fuel blends to Maricopa County Equipment Services underground and aboveground diesel storage tanks. This is a requirements contract.

PREFACE:

Maricopa County has a minimum history regarding use of Biodiesel fuel. The County intends to initiate the use of these fuels starting with B5 blend, and as a positive experience develops, fully intends to eventually utilize blends up to B20. It is anticipated that the County will increase blend percentages in increments of 5%, when the County determines such is appropriate. Most, if not all, of the diesel vehicles /equipment, in the County fleet will utilize these blends. The anticipated annual usage is 1,000,000 gallons (inclusive of both agri and petro fuels (blends). The County has 10 fuel sites, which are defined by location and capacity herein, in addition to County owned fuel trucks used to replenish diesel type stand-by generators and other equipment. This information is provided for prospective bidders and not as a guarantee of actual purchases to be made.

2.0 TECHNICAL SPECIFICATIONS:

2.1 CONTRACTOR QUALIFICATIONS:

2.1.1 EXPERIENCE:

Contractor(s) shall be regularly engaged in the business of providing delivery service for fuel products. A minimum of 5 years of experience is required. Provide references and how many years in this type of business. Contractor(s) shall be capable of delivering and pumping fuel into both underground and aboveground storage tanks.

2.1.2 QUALIFIED PERSONNEL:

Contractor(s) shall employ qualified personnel / drivers who fully understand and exercise appropriate safety standards.

2.1.3 CERTIFICATION:

Contractor shall be registered/certified under the BQ-9000 Biodiesel quality program as “certified marketers” or “accredited producers”. Proof of submission for certification shall be submitted with your bid/response (MANDATORY). Contractor shall provide the approved certification within three (3) months after award. The contractor shall maintain certification throughout the duration of the contract period, and shall notify the County if certification is not maintained. No purchases shall be made prior to the awarded contractor providing proof of “certification”.

~~Contractor shall be registered/certified under the BQ-9000 Biodiesel quality program as “certified marketers” or “accredited producers”. Proof of certification shall be submitted with your bid/response. MANDATORY The contractor shall maintain certification throughout the duration of the contract period, and shall notify the County if certification is not maintained.~~

2.2 PURCHASE OF PETRODIESEL AND BIODIESEL

2.2.1 ASTM SPECIFICATIONS:

The Biodiesel shall meet the American Society for Testing and Materials (ASTM) D 6751 specification for pure Bio-Diesel before blending with petrodiesel. All diesel fuel shall conform to ASTM D975 standard specifications for the State of Arizona and any ASTM revision thereafter.

2.2.2 **FUEL COMPONENT MINIMUM SPECIFICATIONS:**

Only agri first use oils are acceptable as the Biodiesel (B100) component of the requested blends. Only low sulfur #2 diesel is acceptable as the Petrodiesel component of the requested blends.

2.2.3 BIODIESEL USAGE INCENTIVE:

The contractor shall supply only agri-biodiesel first use oils, as the Biodiesel component of any blends requested by the County, to allow the County to receive full incentive for purchase/use of such. ***It is the County's understanding, that the current incentive is \$1.00 per gallon. The contractor shall advise the County promptly, if there is any change to stated incentive.***

2.2.4 TESTING:

The Maricopa County Equipment Services shall be responsible for the cost to test all diesel tanks (above ground / underground) prior to accepting first delivery of diesel / Bio-Diesel to ensure no contamination. Contractor shall be responsible for providing verification of product / testing data to Equipment Services on diesel / Bio-Diesel blend prior to dispensing into diesel tanks. Equipment Service shall select an independent laboratory to provide the test results for both parties. If both parties do not agree with the test results, a second test can be conduct by a mutual lab at the cost of the requestor. Equipment Services shall conduct random testing at our cost and discretion. If the test result show contamination or the product does not follow required standards this may result in default / termination of the contract.

2.2.5 LOCAL FUEL RACKS:

Contractor(s) and their drivers shall pick up and deliver from the local (Phoenix) fuel racks and comply with all applicable safety rules and regulations.

2.3 SHELF LIFE:

The County requires that all fuels, regardless of the "blend" designation (%), have an effective shelf life of not less than six (6) months. Maricopa County Equipment Services shall reserve the right to use a storage enhancing additive of their choice / discretion. Bidder may offer a storage enhancing additive. National Bio-diesel Board (NBB) shall have tested/certified the additive for long term storage stability. **Proof of testing/certification by NBB shall be submitted with bid. Bidder shall fully define any storage enhancing additive offered, on Attachment A (Pricing Page).**

2.4 WARRANTY STATEMENTS:

Most of the Engine Manufacturing has adopted D6751 as defined as Bio-Diesel. Other 'bio-derived' materials that do not meet D6751 must not be substituted for the original Bio-Diesel blend, for this will cause engine and fuel system problems and void engine warranties. Contractor warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, and will be free from defects in material or workmanship. Contractor agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to the County, when notified of such nonconformity by County, provided County elects to provide Contractor with the opportunity to do so. In the event of failure of Contractor to correct defects or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor may make such corrections or replace such goods and services, and charge Contractor for the cost incurred by County in doing so. Contractor recognizes that County requirements may require immediate repairs or reworking of defective goods without notice to the Contractor. In such event, Contractor shall reimburse County for the costs, delays, or other damages which County has incurred.

2.5 STORAGE TANK ADDRESSES/CAPACITIES:

Listed below, are the County's underground and aboveground diesel storage tank locations, capacities, and business hours:

	<u>UNDERGROUND STORAGE TANKS</u>	<u>BUSINESS HOURS</u>
2.5.1	Durango-3325 W Durango Street, Phoenix, 85009 12,000 gal. diesel fuel capacity	5:00 A.M. TO 4:30 P.M.
2.5.2	**Downtown-120 S 4th Ave, Phoenix, 85003 12,000 gal. diesel fuel capacity	4:30 P.M. 7:00 A.M. TO 5:00 P.M.
2.5.3	Mesa-155 E Coury, Mesa, 85210 12,000 gal. diesel fuel capacity	6:00 A.M. TO 4:30 P.M.
2.5.4	Surprise-16821 N Dysart Rd, Surprise, 85374 12,000 gal. diesel fuel capacity	7:00 A.M. TO 3:30 P.M.
ABOVEGROUND STORAGE TANKS:		
2.5.5	**Buckeye-26449 W MC Road 85, Buckeye, 85326 2,000 gal. diesel fuel capacity	1:30 P.M. 6:00 A.M. TO 2:30 P.M.
2.5.6	Estrella Mountain Park, 15099 W Casey Abbott Dr. North, Goodyear, 85338 2,000 gal. diesel fuel capacity	
2.5.7	Lake Pleasant Regional Park, 41835 N Castle Hot Springs Rd, 85342 2,000 gal. diesel fuel capacity	
2.5.8	Cave Creek Recreation Area, 37019 N Lava Lane Cave Creek, 85331 2,000 gal. diesel fuel capacity	
2.5.9	White Tank Mountain Regional Park, 13025 N White Tank Mountain Rd, Waddell, 85355 1,000 gal. diesel fuel capacity	

2.5.10 Flood Control N Yard, 9602 N 21st Dr, Phoenix, 85021
700 gal. diesel fuel capacity

2.6 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.

If the Contractor is unable to meet our delivery schedule, Maricopa County reserves the right to obtain requirement(s) from the open market. Should that price exceed the awarded price of this pricing agreement, the Contractor shall be responsible for any additional cost(s).

****NOTE: EQUIPMENT SERVICE LOCATIONS ARE LOCKED AFTER BUSINESS HOURS. ALL FUEL DELIVERIES MUST BE WITHIN THE BUSINESS HOURS TO HAVE ACCESS TO THE FUEL TANKS.**

2.7 COUNTY FUEL TRUCKS:

The County owns and operates two (2) 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 contractor's 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 instruction guide with their bid submittal. Below are the descriptions of our fuel trucks. There is a section 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.

2.7.1 Split tank - 2000 Gallon Diesel and 500 Unleaded, GPM 90 with right side / passenger side loading dispenser

2.7.2 1500 Gallon Diesel, GPM 100 with left side / driver side and top loading dispenser.

2.8 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 and/or when there is a fuel crisis that delays deliveries.

2.9 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 basis 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.

2.10 LOAD CAPACITY:

The County's fuel tanks will range from "Tank-Wagon" load up to "Truck-trailer" load for both unleaded and diesel fuel where specified on an as needed basis.

2.11 ESTIMATED QUANTITIES:

The quantities stated herein are estimates only. No commitment of any kind is made concerning actual quantities acquired during the contract term.

2.12 FUEL DELIVERY COORDINATION EFFORT:

Maricopa County Equipment Services Fuel Coordinator shall schedule with the Contractor(s) the deliveries with the quantities, site locations, and the product. The contact numbers are (602-506-4481 / Fax # 602-506-6013). All documents requiring authorized signature shall be directed to the assigned Procurement Consultant at Materials Management Department. The Fuel Coordinator is not authorized to sign any agreements.

2.13 SIGNS / LABELS:

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

2.14 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.

2.15 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)/FAX # 602-506-6013.

2.16 MIXED FUEL:

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

2.17 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).

2.18 STAND-BY CHARGES:

The contractors shall be allowed to charge the County a stand-by charge if the delay is greater than fifteen- (15) minutes and is caused by the County. The County is not responsible for construction closures/delays. If the deliveries are made to the sites that will be locked after business hours referenced in section 2.5, a stand-by charge shall not be considered. . 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 time / charge.

2.19 UP CHARGE NOT ALLOWED:

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

2.20 PAYMENT TERMS:

Equipment Services payment terms are within thirty- (30) days if not specified. If discount payment terms are offered and contractor delays payments due to not sending invoices or correcting discrepancies or any other delays Equipment Services shall apply the discount payment term even if exceeded the time allotted.

Accounts Payable is the responsibility for processing payments. For questions on when to receive payments contact 602-506-4668. We encourage electronic invoicing and statements if applicable. All payments must be applied per invoice. At no time shall the payments be applied to our account as total dollars paid. To have a good audit trail all invoices, credits and adjustments must be listed on the statement. A monthly statement must be sent by mail, via email or faxed (602-506-4999).

2.21 INVOICING:

The original invoice shall be submitted for each delivery. All invoices shall be sent by mail, via email or faxed (602-506-6013) to the following billing address on the day of fuel deliveries to the attention of:

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

All invoices must list date of order, date of delivery, type of fuel (blend designation), name of local tank rack, O.P.I.S. prices plus or minus margin for both type of fuels, biodiesel incentive, applicable taxes, County contract number and County purchase order. The County will pay for the actual (net) amount of fuel received. All information must be listed to prevent any delays in payment. Price adjustments / discrepancies will be handled by our Fuel Coordinator. A discrepancy letter will be faxed to contractor's accounts receivables or designated department to inform them of all price adjustments on invoice totals. Billing statement must reflect these changes.

2.22 DELIVERY OF 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) or electronically sent via email the same day of the delivery. The delivery ticket shall provide: the contractor's name, address, the name of the local fuel rack, product of fuel, stick reading prior and after. The driver and fuel coordinator / designated agency personnel must sign and date the delivery ticket. If no Equipment Services employee is present to sign the delivery ticket the contractor shall indicate on the delivery ticket "no employee to sign". Equipment Services 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.

2.23.1 Contractor must agree to provide material safety data sheets for all substances that are delivered to the County that come under the Federal Toxic and Hazardous Substance – Hazard Communication Standard, Section 1910-1200 Hazard Communication. The Contractor shall provide B5 and B20 component specifications.

2.23.2 **EPA Registration and Health Effects Testing-** All fuels and fuel additives must be registered with the US EPA and be subjected to the health effects regulations contained within 40 CFR Part 79. Companies must register their individual fuel products with the EPA in order to legally market the product to the public. In order to register their fuel, companies must either complete the health effects testing requirements using their specific fuel, or make arrangements with an entity which has completed the testing, in order to use the other entity's data. The National Bio-Diesel Board has completed the required health effects testing on behalf of the Bio-Diesel industry, and has established criteria to make the testing data available to companies seeking to register their Bio-Diesel with the EPA. Any fuel that does not meet ASTM D 6751 is not considered Bio-Diesel and therefore does not fall under the NBB testing umbrella. Adoption of D 6751 by the FTA will assist EPA and the Bio-Diesel industry in preventing unregistered fuels from being illegally sold as Bio-Diesel.

2.24 **ADDITIONAL CHARGES/FEES:**

Maricopa County is not responsible for, and will not pay for any miscellaneous charges or fees (i.e., shop supplies, environmental fees, fuel surcharges, travel time, service calls, towing/hauling etc.), unless the charges are 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 **UNPREDICTABLE MARKET CHANGE:**

In the event of an unpredictable change in the market, which affects the current contract price, Contractor may submit justification for a price adjustment. Materials Management Department shall review justification and determine applicable price adjustment. Upon return of normal market conditions, the price will be adjusted to the price established by the original contract terms.

2.26 **PRICING:**

Pricing stated for Petrodiesel / Biodiesel shall be stated as plus (+) or minus (-). Price shall be four decimal places from the published price by the respective Oil Price Information Service (O.P.I.S.) report and all deliveries shall be from the "local racks" (reference 2.2.5). Bid price offered shall include all costs required to deliver / freight. No taxes, or "petrodiesel incentive" are to be included in the bid price. Pricing offered, shall remain constant regardless of the "blend". Applicable taxes shall be billed as a separate line item on the invoice.

2.27 **REQUIRED REPORTS:**

The contractor shall provide the DAILY O.P.I.S. average report for Petrodiesel on the same day of the fuel order/delivery and the appropriate WEEKLY O.P.I.S. average for Biodiesel (B100) report that is effective/valid Friday through the following Thursday. FAX subject reports to our Fuel Coordinator at 602-506-6013. *If no fuel delivery is made, during any given period, the contractor shall not be required to provide subject report, for that period.*

- **Should fuel deliveries be made on a Saturday or a Sunday, pricing shall be referenced from the Biodiesel (B100) for the appropriate valid weekly average O.P.I.S. report and the Petrodiesel daily average O.P.I.S. report for the previous Friday.**
- **If the respective O.P.I.S reports are not available for any reason, the pricing from the previous week for Biodiesel (B100) and the previous day for Diesel average shall be used.**

2.28 ADDITIONS / DELETIONS OF SERVICE:

The County reserves the right to add or delete sites and/or fuel trucks under this contract. Any additional requirements shall be negotiated between the Contractor and the County. If the County discontinues purchasing Bio-Diesel, a review shall be made from the existing contracts in place for diesel to determine the best price offered to the County.

3.0 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 date. 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 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

3.7 INDEMNIFICATION AND INSURANCE:

3.7.1 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.

3.7.2 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**.

3.7.3 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.

3.7.3.1 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.

3.7.3.2 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.

- 3.7.3.3 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**.

3.7.4 Certificates of Insurance.

- 3.7.4.1 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.

- 3.7.4.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect 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 be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

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.

- 3.7.4.3 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.

3.8 **PROCUREMENT CARD ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.9 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.10 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:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454.
(wprice@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.

3.11 PRE-BID CONFERENCE:

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON JANUARY 10, 2005 AT 10:00 A.M. AT THE EQUIPMENT SERVICES' 2ND FLOOR CONFERENCE ROOM, 3325 W. LINCOLN ST., PHOENIX, AZ 85009.

3.12 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.

3.13 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide one (1) original (labeled), and one copy (labeled as copy), plus 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.**

3.14 CONTRACTOR REVIEW OF DOCUMENTS:

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

3.14.1 One (1) original and one (1) copy of all submissions is MANDATORY

3.14.2 Pricing pages, MANDATORY (Attachment A)

3.14.3 Agreement page, MANDATORY (Attachment B)

3.14.4 References (Attachment C)

PRO PETROLEUM, PO BOX 6761, PHOENIX, AZ 85009

PRICING SHEET: NIGP 4050201, 4050901

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

PUBLISHED O.P.I.S. AVERAGE FOR #2 LOW SULFUR PETRO DIESEL:

DATE/TIME February 10, 2006 \$ 1.9065 / GAL. 8:00 A.M.

PUBLISHED O.P.I.S. AVERAGE FOR AGRI-FIRST USE B100 BIODIESEL:

DATE/TIME February 10, 2006 \$ 3.3300 / GAL. 8:00 A.M.

<u>1.2 FUEL SITES</u>	<u>TANK CAPACITY</u>	<u>EST. ANNUAL USAGE BIODIESEL BLENDS</u>	<u>B100 AGRI FIRST USE MARGIN PLUS + OR MINUS - O.P.I.S. PER GAL.</u>	<u>#2 LOW SULFUR MARGIN PLUS + OR MINUS - O.P.I.S. PER GAL.</u>
1.2.1 Equipment Services Durango Shop 3325 W. Durango Street Phoenix, Arizona 85009	12,000 gallon	300000	\$ -0.1500	\$ -0.0238
1.2.2 Equipment Services Downtown Shop 120 S. 4th Avenue Phoenix, Arizona 85003	12,000 gallon	48000	\$ -0.1500	\$ -0.0238
1.2.3 Equipment Services Mesa Shop 155 E. Mesa Mesa, Arizona 85210	10,000 gallon	55,000	\$ -0.1500	\$ -0.0238
1.2.4 Equipment Services Dysart Shop 16821 N. Dysart Road Surprise, Arizona 85374	12,000 gallon	216,000	\$ -0.1500	\$ -0.0238
1.2.5 Equipment Services Buckeye Shop 26449 W. MC Road 85 Buckeye, Arizona 85326	2,000 gallon 2 each	100,000	\$ -0.0600	\$ + .0299

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<u>FUEL SITES</u>	<u>TANK CAPACITY</u>	<u>EST. ANNUAL USAGE BIODIESEL BLENDS</u>	<u>B100 AGRI FIRST USE MARGIN PLUS + OR MINUS - O.P.I.S. PER GAL.</u>	<u>#2 LOW SULFUR MARGIN PLUS + OR MINUS - O.P.I.S. PER GAL.</u>
1.2.6 Estrella Mountain Park 15099 W. Casey Abbott Dr. North Goodyear, Arizona 85338	2,000 gallon	10,000	\$ -0.0600	\$ + .0299
1.2.7 Lake Pleasant Regional Park 41835 N. Castle Hot Springs Road Morristown, Arizona 85342	2,000 gallon	5,000	\$ -0.0600	\$ + .0299
1.2.8 Cave Creek Recreation Area 37019 N. Lava Lane Cave Creek, Arizona 85269	2,000 gallon	10,000	\$ -0.0600	\$ + .0299
1.2.9 White Tank Mountain Regional Park 13025 N. White Tank Mountain Rd. Waddell, Arizona 85355	1,000 gallon	2,500	\$ -0.0600	\$ + .0399
1.2.10 Flood Control North Yard 9602 N. 21st Drive Phoenix, Arizona 85021	700 gallon	5,000	\$ -0.0600	\$ + .0499
1.2.11 Pickup By County Fuel Trucks		100,000	\$ -0.1500	\$ -.0388
1.2.12 Comply with delivery hours within 24 hours and meet requirements for specified in section 2.6: YES				
1.2.13 Stand-by charges section 2.19: \$15.00 PER 1/4 HOUR AFTER 1 HOUR				
1.2.14 A "Driver Responsibilities Policy and Procedures" instruction guide submitted as specified in section 2.7: YES				
1.2.15 Comply with Fuel Truck loading dispensers and GPM rate specified in section 2.7 YES				

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1.2.16 State the manufacturer, product number, unit of sale and price of the storage enhancing additive including certification/approval from NBB (section 2.3).

SEE ATTACHED LETTER (Pertains to this entire Section 1.2.16)

1.2.16.1 Fully define the additive(s), including advantages and disadvantages of each offered: SEE ABOVE

1.2.16.2 Fully define the appropriate methods of use of each additive: SEE ABOVE

Terms:	Net 30
Vendor Number:	W000005234 X
Telephone Number:	602-224-9700
Fax Number:	602-353-0331
Contact Person:	Rocio Gomez
E-mail Address:	mattj@propetroleum.com
Company Web Site:	www.propetroleum.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending April 05 30, 2009 2012.