

SERIAL 08061 C AVIATION FUEL TANK TRAILERS

DATE OF LAST REVISION: August 28, 2008 CONTRACT END DATE: August 31, 2009

CONTRACT PERIOD THROUGH AUGUST 31, 2009

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **AVIATION FUEL TANK TRAILERS**

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 **August 28, 2008**.

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/bg
Attach

Copy to: Materials Management
 Jim Hutchinson, Equipment Services

INVITATION FOR BID FOR: AVIATION FUEL TANK TRAILERS

1.0 **INTENT:**

The intent of this Invitation for Bid is to establish pricing and purchase of five (5) or more JET-A AVIATION FUEL TRAILERS PLAN A and one (1) or more AV GAS FUEL TRAILER PLAN B be delivered to the Maricopa County Equipment Services Department, 3325 West Durango, Phoenix, Arizona.

2.0 **SPECIFICATIONS:**

2.1 **TECHNICAL REQUIREMENTS:**

2.1.1 **TRAILER:**

- 2.1.1.1 GVW - Minimum, 7000 lb.
- 2.1.1.2 Construction Material – All steel, long members shall be min. 6”. Structural channel cross-members shall be constructed of min. 3” structural channel on approx. 16” centers or equal.
- 2.1.1.3 Tandem Axles - Shall be full width, tubular or equal design, rated at not less than 3500 lb. capacity each. Shall be equipped with heavy-duty, heat treated alloy steel spindles, heavy-duty tapered roller bearings, grease lubricated
- 2.1.1.4 Suspension - Multi-leaf springs or equal, Rated for GVW specified
- 2.1.1.5 Fenders - Steel Construction, full wrap-around design with gussets at front and rear.
- 2.1.1.6 Tongue / Hitch - Tongue shall be A-Frame or equal design constructed of minimum 6” structural channel. Hitch shall be 2-5/16 inch ball.
- 2.1.1.7 Tongue Jack – Heavy-duty swing up design min. 2500 lb. capacity.
- 2.1.1.8 Trailer Plug – COLE-HERSE 1258 or equal six conductor type, installed on a round six conductor cable approx. 36" long, securely attached to the tongue with non-abrasive clamps.
- 2.1.1.9 Lights (LED) - Trailer shall be equipped with two each tail, stop and turn signal lights, all wiring shall be color coded, run in metal conduit, rubber grommets shall be used where wiring passed through metal openings. All lights shall be known name brand (see Section 2.1.5.2), sealed, shock resistant, plug-in design, recessed frame mounting or have protective guards.
- 2.1.1.10 Tires / Wheels:
 - 2.1.1.10.1 Tires - Four (like) heavy-duty 16" tubeless steel-belt radial trailer tires with sufficient weight capacity rating for specified trailer GVW.
 - 2.1.1.10.2 Wheels - Four (like) heavy-duty 16" steel disc.
 - 2.1.1.10.3 Spare - One like tire and wheel, as specified above, mounted in a convenient location, having padlock type mount.
- 2.1.1.11 Safety Chains - High tensile strength chain with hooks. Chain strength shall equal or exceed trailer GVW.
- 2.1.1.12 Brakes – Heavy-duty four-wheel electric system, rated for trailer GVW

2.1.2 **BATTERY/CHARGING SYSTEM:**

- 2.1.2.1 Batteries – Two (2) Group 31 Deep Cycle mounted in a vented steel battery box.
- 2.1.2.2 Charger – DAYTON 62764 or equal. 20A with automatic shut off, charger shall be installed inside the battery box.
- 2.1.2.3 Solar Panel – ICP SOLAR TECHNOLOGIES, MODEL 20508-11 or equal. Min. 1000 watts, 3.2 A. Installed in a location for maximum effect.

2.1.3 **JET-A AVIATION FUEL TRAILER PLAN A:** (As specified or equal.)

- 2.1.3.1 Tank:
 - 2.1.3.1.1 Capacity - 500 gallon.

- 2.1.3.1.2 Construction Material – Steel, minimum 10-gauge steel.
- 2.1.3.1.3 Design – Single walled cylindrical design with baffling and sump, dimension shall be approximately 6 feet long and 4 feet in diameter.
- 2.1.3.1.4 Drain – Drain shall be minimum 3” with ¼-turn shutoff valve positioned at the bottom of the sump.
- 2.1.3.1.5 Top Fill – Min. 3 inch diameter, cam-lock design, with a fill/ spill containment system and roll-over protection. With pad lock bracket.
- 2.1.3.1.6 Tank Farm Fill – 3” steel line routed to left front of trailer frame. Shall have a JC Carter (part # 6958ACG) adapter with a MS24484 center adapter (part # 6388) or equal.
- 2.1.3.1.7 Vent – TRIDENT or equal for inflow, outflow and emergency venting.
- 2.1.3.1.8 Gauges - Full top and tank level gauge.
- 2.1.3.1.9 Safety Equipment:
 - 2.1.3.1.9.1 Differential Pressure Gauge
 - 2.1.3.1.9.2 Fusible plug
 - 2.1.3.1.9.3 .Signage and placards for Jet A fuel.
- 2.1.3.2 FUELING EQUIPMENT:
 - 2.1.3.2.1 Pump – Minimum 25 GPM UL certified explosion-proof. 12 volt
 - 2.1.3.2.2 Meter – 4-digit total read out with lockable compartment indicating total gallons.
 - 2.1.3.2.3 Filter – VELCON system with a ½ micron COALESCER ELEMENT or equal.
 - 2.1.3.2.4 Fuel Nozzle – OPW 295 SA or equal 1 inch round aviation type with manual . No automatic shut off. Shall have lockable nozzle holder.
 - 2.1.3.2.5 Fuel Hose / Reel – Fuel hose shall be 1” inside diameter 50’ long installed on a heavy-duty all steel constructed hose reel with manual rewind. Unit shall be installed with all necessary plumbing provided, positioned such as to provide easy operator access.
 - 2.1.3.2.6 Static Grounding Cable/Reel – 50’ with manual rewind. , positioned such as to provide easy operator access.
- 2.1.4 AV GAS AVIATION FUEL TRAILER PLAN B: (As specified or equal.)
 - 2.1.4.1 Tank:
 - 2.1.4.1.1 Capacity - 500 gallon.
 - 2.1.4.1.2 Construction Material – Steel, minimum 10-gauge steel.
 - 2.1.4.1.3 Design – Single walled cylindrical design with baffling and sump, dimension shall be approximately 6 feet long and 4 feet in diameter.
 - 2.1.4.1.4 Drain – Drain shall be minimum 3” with ¼-turn shutoff valve positioned at the bottom of the sump.
 - 2.1.4.1.5 Top Fill – Min. 3 inch diameter, cam-lock design, with a fill/ spill containment system and roll-over protection. With pad lock bracket.
 - 2.1.4.1.6 Tank Farm Fill - 3” steel line routed to left front of trailer frame. Shall have a JC Carter (part # 6958ACG) adapter with a MS24484 center adapter (part # 6388) or equal.
 - 2.1.4.1.7 Vent – TRIDENT or equal for inflow, outflow and emergency venting.
 - 2.1.4.1.8 Gauges - Full top and tank level gauge.
 - 2.1.4.1.9 Tank Drain with Sump – ¼ turn lever type shut off.
 - 2.1.4.1.10 Safety Equipment:
 - 2.1.4.1.10.1 Differential Pressure Gauge
 - 2.1.4.1.10.2 Fusible plug.
 - 2.1.4.1.10.3 Signage and placards for Aviation fuel.

2.1.4.2 FUELING EQUIPMENT:

- 2.1.4.2.1 Pump – minimum 25 GPM UL explosion-proofs. 12 volt
- 2.1.4.2.2 Meter – 4-digit total read out with lockable compartment indicating total gallons.
- 2.1.4.2.3 Filter – VELCON system with a ½ micron AQUACON ELEMENT or equal.
- 2.1.4.2.4 Fuel Nozzle – OPW 295 SA or equal. 1 inch round aviation. No automatic shut off.
- 2.1.4.2.5 Fuel Hose - 50' X 1" diameter. UL listed aviation hose.
- 2.1.4.2.6 Fuel Hose Reel – All steel construction, with manual rewind. Unit shall be installed with all necessary plumbing provided, positioned such as to provide easy operator access
- 2.1.4.2.7 Static Grounding Cable/Reel – 50' with manual rewind. , positioned such as to provide easy operator access.

2.1.5 SAFETY ITEMS / REGULATION CRITERIA:

- 2.1.5.1 Edges / Corners - All sharp edges and corners shall be rounded such as to prevent accidental personal injury.
- 2.1.5.2 Regulation Criteria – Completed unit including components supplied or installed be vendor or their sub-contractor shall meet or exceed all **AZ State and Federal regulation**, Completed unit shall also meet **DOT CFR49/178.346-2**. No exceptions.

2.1.6 PAINT:

Complete unit shall be free of metal scale rust welding slag/splatter, sharp corners/edges, primed and painted with two coats of high quality black chemical resistant, industrial enamel.

2.1.7 WARRANTY:

Minimum warranty for complete unit shall be 12 months from the date unit is delivered and fully accepted by the County as meeting all specification.

2.1.8 GENERAL:

Unit shall have been completely inspected for bid specification compliance, run tested and ready for full operation when delivered. Three (3) operator's manual for each unit purchased, one (1) parts and one (2) comprehensive service/repair/overhaul manual total shall be supplied at time of delivery. Vendor shall supply Dealers Invoice, Manufacturer's Certificate Of Origin (if applicable), Manuals, Warranty Paperwork and a copy of the P/O when unit is delivered.

2.2 DELIVERY:

Delivery shall be F.O.B. **DESTINATION** within ninety (90) days of receipt of Using Agency purchase order, to any delivery location within Maricopa County.

2.3 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- 2.3.1 Contract Serial number.
- 2.3.2 Contractor's name and address.

2.3.3 Using Agency name and address.

2.3.4 Using Agency purchase order number.

2.3.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.4 DELIVERY AND SET-UP:

The Contractor's price shall include delivery and set-up to be in complete operating condition.

2.5 ACCEPTANCE:

Upon delivery and passing inspection by Maricopa County Equipment Services the equipment shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

2.6 DISCONTINUED MATERIALS:

2.6.1 In the event that a manufacturer discontinues materials, the County may allow the Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new material, the Contractor shall provide the following to the County:

2.6.1.1 Documentation from the manufacturer that the material has been discontinued.

2.6.1.2 Documentation that names the replacement material.

2.6.1.3 Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original solicitation.

2.6.1.4 Documentation that provides clear and convincing evidence that the replacement material will be compatible with all the functions or uses of the discontinued material.

2.6.1.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued material.

2.6.2 Material discontinuance applies only to those materials specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.7 MAINTENANCE:

The Contractor shall provide for maintenance under this Contract upon acceptance of materials by the Using Agency.

2.8 BRAND NAME:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.9 INVOICES AND PAYMENTS:

2.9.1 **The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:**

- 2.9.1.1 Company name, address and contact
- 2.9.1.2 County bill-to name and contact information
- 2.9.1.3 Contract Serial Number
- 2.9.1.4 County purchase order number
- 2.9.1.5 Invoice number and date
- 2.9.1.6 Payment terms
- 2.9.1.7 Date of delivery
- 2.9.1.8 Quantity
- 2.9.1.9 Contract Item number(s)
- 2.9.1.10 Description of Purchase (product)
- 2.9.1.11 Pricing per unit of purchase
- 2.9.1.12 Extended price
- 2.9.1.13 Arrival and completion time (if applicable)
- 2.9.1.14 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.9.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.9.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.10 TAX:

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a one (1) year period.

3.2 INDEMNIFICATION:

3.2.1 INDEMNIFICATION

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, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. 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, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

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 sole negligence of County.

3.3 NO GUARANTEED QUANTITIES.

The Contractor understands and hereby acknowledges that the County makes no representations nor guarantees the Contractor any minimum or maximum number of units of product(s) to be provided under this Contract

3.4 ORDERING AUTHORITY.

3.4.1 The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.4.2 County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.4.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) available under this Contract.

3.4.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

3.5 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, PROCUREMENT OFFICER, 602-506-3504
(astupka@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. NO ORAL COMMUNICATION IS BINDING ON MARICOPA COUNTY.

3.6 EVALUATION CRITERIA.

3.6.1 The evaluation of bids shall be based on, but will not be limited to, the following:

- 3.6.1.1 Compliance with specifications.
- 3.6.1.2 Price.
- 3.6.1.3 Determination of responsibility.

3.6.2 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.

3.7 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.

3.8 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Respondents shall provide their Bids as follows:

3.8.1 **One (1) original hardcopy.**

3.8.2 **One (1) CD providing all Bid response documents in Word, Excel (Attachment A) and all Bid response documents in PDF format.**

- 3.8.2.1 ATTACHMENT A (PRICING)-EXCEL
- 3.8.2.2 ATTACHMENT B (AGREEMENT)-WORD
- 3.8.2.3 ATTACHMENT C (REFERENCES)-WORD
- 3.8.2.4 OTHER DOCUMENTS AS BUYER REQUESTS

3.8.3 **Respondents shall address bids identified with return address, serial number and title in the following manner:**

**Maricopa County
Materials Management Department
320 West Lincoln Street
Phoenix, Arizona 85003-2494**

SERIAL 08061 – C, AVIATION FUEL TANK TRAILERS

3.8.4 **Bids must be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the bid closing date.**

3.11 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

The Contractor shall provide copies of its sales literature and brochures and copies of any manufacturer's technical and/or descriptive literature regarding the material(s) the Contractor proposes to provide. Literature shall include sufficient, in-detail, to allow full and fair evaluation of the material(s) submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

3.12 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.12.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.12.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.12.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.12.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.12.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.12.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

3.12.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.13 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

ADVANCED FUEL SYSTEMS, 132 N. EL CAMINO REAL, SUITE 393, ENCINITAS, CA 92024

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

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

PRICING SHEET: NIGP CODE: 0708001, 0708002

Jet-A aviation Fuel Trailer Plan A

Quantity:	5
Manufacturer	Robert Davis & Son
Model	FB514-AV-J
Delivery ARO	90
Unit Price	\$27,485.00
Extended Price	\$137,425.00
Warranty:	12 months parts & labor

AV Gas Fuel Trailer Plan B

Quantity:	1
Manufacturer	Robert Davis & Son
Model	FB514-AV
Delivery ARO	90
Unit Price	\$27,485.00
Extended Price	\$27,485.00
Warranty:	12 months parts & labor

Warranty work to be done at customer's site by Advanced Fuel Systems, Robert Davis & Son, or their authorized vendor. Misuse, abuse or failure to operate unit in the manner it was intended will void warranty.

Terms:	NET 30
Vendor Number:	W000013146 X
Telephone Number:	800/509-1904
Fax Number:	800/509-1904
Contact Person:	Edward Dunn
E-mail Address:	Edunn@afsfuel.com
Contract Period:	To cover the period ending August 31, 2009.