

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
SENERGY PETROLEUM LLC**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of December 19, 2017, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Senergy Petroleum LLC, an Arizona corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, Maricopa County, Arizona ("County") entered into Contract No.11116-C, effective April 25, 2012, (the "County Contract"), as revised, attached as Exhibit 1, for the Contractor to deliver bulk fuel and bulk fuel propane.

B. The Town is permitted, pursuant to Section 3-3-27 of the Town Code, to make purchases under the County Contract, at its discretion and with the agreement of the awarded Contractor, and the County Contract permits its cooperative use by other public entities, including the Town.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the County Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with bulk fuel and bulk fuel propane delivery and related services, as more particularly set forth in Section 2 below (the "Goods and Services") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Goods and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until April 30, 2018. The Agreement may be terminated prior to its termination date as otherwise provided in this Agreement or the County Contract.

2. Scope of Work. The scope of work for this Agreement is set forth in the County Contract, incorporated by this reference. Changes to the Scope of Work must be agreed upon by the parties in a written change order ("Change Order"). Each Change Order approved and accepted by the parties pursuant to this Agreement shall (i) contain a reference to this Agreement and the

County Contract and (ii) be attached hereto as Exhibit 2 and incorporated herein by reference. Change Orders submitted without referencing this Agreement and the County Contract will be subject to rejection.

2.1 Inspection; Acceptance. All Goods and Services are subject to final inspection and acceptance by the Town. Upon discovery of non-conforming Goods and Services, the Town may elect to do any or all of the following by written notice to the Contractor: (i) waive the non-conformance; (ii) stop the work immediately; or (iii) bring Service into compliance and withhold the cost of same from any payments due to the Contractor.

3. Compensation. The Town shall pay Contractor an aggregate amount not to exceed \$15,000 for the Goods and Services.

4. Payments. The Town shall pay the Contractor monthly, based upon acceptance and delivery of Goods and Services performed and completed to date pursuant to the Scope of Work, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the County Contract and (ii) document and itemize all work completed to date. Contractor's invoices for each task shall not exceed the amount set forth in the Proposal and County Contract. The invoice statement shall include a record of materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the County Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the Town to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-

4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

7. Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

8. Conflict of Interest. This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

9. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

10. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any Town-approved work orders, the County Contract and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the County Contract (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the County Contract shall not alter such terms and conditions or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

12. Rights and Privileges. To the extent provided under the County Contract, the Town shall be afforded all of the rights and privileges afforded to County and shall be “County” (as defined in the County Contract) for the purposes of the portions of the County Contract that are incorporated herein by reference.

13. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 12 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to County to the extent provided under the County Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor’s obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from, and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs, and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

14. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Fountain Hills
 16705 East Avenue of the Fountains
 Fountain Hills, Arizona 85268
 Attn: Grady E. Miller, Town Manager

With copy to: Dickinson Wright PLLC
 1850 North Central Avenue Suite 1400
 Phoenix, Arizona, 85004
 Attn: Fredda Bisman

If to Contractor: Senenergy Petroleum LLC
 622 South 56th Avenue
 Phoenix, Arizona, 85043
 Attn: Mark Panzica

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required

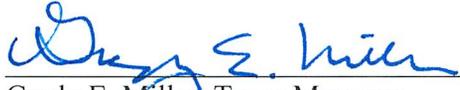
charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

[SIGNATURES ON FOLLOWING PAGES]

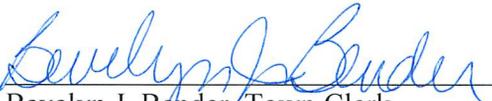
“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona Municipal Corporation

CR
12/21/17


Grady E. Miller, Town Manager

ATTEST:


Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On 12/21, 2017, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.




Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Contractor”

SENERGY PETROLEUM, LLC

By: CONTRACT SPEC.

Name: JAMES KASKIE

Its: SENERGY PETROLEUM

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On December 20, 2017, before me personally appeared James Kaskie, the Contract Spec. of Senergy Petroleum, an Arizona limited liability corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of Senergy Petroleum LLC.


Notary Public

(Affix notary seal here)



EXHIBIT 1
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
SENERGY PETROLEUM LLC

[COUNTY CONTRACT]

See following pages.

SERIAL 11116-C BULK FUEL PURCHASE AND DELIVERY

DATE OF LAST REVISION: April 23, 2015

CONTRACT END DATE: April 30, 2018

CONTRACT PERIOD THROUGH APRIL 30, 2015 2018

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for BULK FUEL PURCHASE AND DELIVERY

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 **April 25, 2012 (Eff. 05/01/12)**.

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, Chief Procurement Officer
Office of Procurement Services

NP/at
Attach

Copy to: Office of Procurement Services
 Gidget Vigil, Equipment Services

(Please remove Serial 05097-C from your contract notebooks)

BULK FUEL PURCHASE AND DELIVERY

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, Diesel and Bio-Diesel Fuel for Maricopa County underground and aboveground storage tanks and fuel trucks. Our Fuel Trucks are used to fuel County construction equipment / other equipment as necessary.

The County is using Biodiesel fuel at the B20 blend. The majority of the diesel vehicles /equipment, in the County fleet are using B20 blend. The County has 15 fuel sites, which are defined by location and capacity and product; in addition to County owned three (3) 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. The deliveries and purchases shall be from the Phoenix Tank Farms.

The County reserves the right to award in whole, or multiple awards where it's in the best interest to the County.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

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 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.
- 2.1.2 Contractor(s) shall employ qualified personnel / drivers that understand and comply with 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 Contractor(s) shall be registered /certified under the BQ-9000 Biodiesel quality program, **or equivalent**, 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".
- 2.1.6 The County's expectations are to receive quality product, on-time deliveries with bulk pricing discounts.

2.2 PURCHASE OF UNLEADED, DIESEL AND BIO-DIESEL FUELS

2.2.1 UNLEADED FUEL:

- 2.2.1.1 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.

2.2.1.2 All regular grade unleaded gasoline fuel shall have a minimum octane (RON plus MON/2) of 87. The County reserves the right to test fuels for compliance. The Arizona State Legislature requires Maricopa County to use gasoline with Reid Vapor Pressure (RVP) of 7.0.

2.2.2 DIESEL AND BIO-DIESEL:

2.2.2.1 Fuel components must conform to the most current published revision of their respective American Society for Testing and Materials ("ASTM") specifications. The Biodiesel (B100) component must conform to ASTM D 6751 (Specification for Biodiesel [B100]) as amended. The Petro-diesel (petroleum diesel) component must conform to ASTM D 975 (Standard specification for Diesel Fuel Oils) for grade No 2-D S15 as amended. The contractor will maintain on file for the County's review Certificates of Analysis, confirming the Biodiesel's conformance to ASTM D 6751, for all Biodiesel blended into Biodiesel blends supplied to the County.

2.2.2.2 The contractor(s) shall be responsible for providing verification of product / testing data to the County on diesel / Bio-Diesel blend prior to dispensing into diesel tanks. The County 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 conducted by a mutual lab at the cost of the requestor. The County shall conduct random testing at our cost and discretion. If the test result shows contamination or the product does not follow required standards this may result in default / termination of the contract.

~~2.2.2.3 The County usage for diesel is for County owned fuel trucks. There may be situations when the County may have to substitute diesel if bio-diesel is not available. The estimated usage listed for bio-diesel may be used to make your offer for diesel purchases; if a different method is used for the diesel margin provide an explanation on the pricing section. —~~

2.2.3 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.

2.2.3.1 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.

2.2.3.2 Contractor agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to the County.

2.2.3.3 The contractor(s) recognizes the County requirements may require immediate repairs or reworking of defective goods without notice to the contractor. The County reserves the right to fix the problem immediately. In such event, the contractor shall reimburse County for the costs, delays, or other damages which County has incurred.

2.2.4 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.

2.2.4.1 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 through an attachment on Bidsync. Bidder shall fully define any storage enhancing additive offered, on Attachment D (Additional Pricing Info).

2.2.4.2 **Maricopa County Equipment Services shall reserve the right to use a cold flow improver / winterized an additive for diesel fuels including bio-diesel blends. This may be necessary if temperatures drop into the 20s on the coldest nights. The additive is to modify the size and shape of the wax crystals that form as the temperatures cools and reduces the Cold Filter Plug Point (“CFPP”) of the fuel. A measurement of the fuel’s ability to flow as the temperature drops.**

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
- 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 Blue Point Storage Area, 7519 N Usery Pass, Mesa, 85263
- 2.4.9 White Tank Mountain Regional Park, 13025 N White Tank Mountain Rd, Waddell, 85355
- 2.4.10 Flood Control N Yard, 9602 N 21st Dr, Phoenix, 85021
- 2.4.11 Sheriff’s Office Substation, 920 E Van Buren, Avondale, 85323
- 2.4.12 MCDOT New River Maintenance Facility, 418835 N New River, New River, 85087

2.5 COUNTY FUEL TRUCKS:

The County owns and operates three (3) fuel trucks to fuel equipment / other fleet as necessary. The fuel trucks must be allowed to purchase fuel at the designated contractor’s facilities.

- 2.5.1 All certifications for the fuel trucks will be coordinated with our Fuel Coordinator. Listed are the descriptions of our fuel trucks.
 - 2.5.1.1 Split tank - 2000 Gallon Diesel and 500 Unleaded, GPM 90 with right side / passenger side loading dispenser
 - 2.5.1.2 1500 Gallon Diesel, GPM 100 with left side / driver side and top loading dispenser.
 - 2.5.1.3 1500 Gallon Diesel, GPM 30 with right side / passenger side loading dispenser.
- 2.5.2 The contractor must include a sample of the “Carrier Terminal Access Agreement” and Driver Responsibilities Policy and Procedures with their bid submittal. Attach the submission through Bidsync.

2.5.3 There is a space provided in the pricing section for you to indicate if your fuel racks comply with the different loading dispensers on the County fuel trucks.

2.6 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.

2.7 SITE INSPECTION:

During the bid process, the County strongly encourages all bidders to conduct a site visit to all fuel sites to become familiar with the physical locations and access the delivery conditions.

2.7.1 Contact the 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.

2.7.2 The County assumes no responsibility for any conclusions or interpretations made by the contractor(s) on the bases of the information made available by the County.

2.8 LOAD CAPACITY:

The County's fuel tanks capacities are from "Tank-Wagon" (defined as 2-6,500 gallons) loads up to "Truck-Trailer" (defined as 7,000 gallons minimum) loads for all fuels specified on an as needed basis.

2.9 ESTIMATED QUANTITIES:

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

2.10 FUEL DELIVERY COORDINATION EFFORT:

The Fuel Coordinator will coordinate all deliveries by providing quantities, site locations, and the type of petroleum product. Any authorizations or notifications shall be directed to the fuel coordinator.

2.10.1 Delivery shall be made within 24 hours from time of order notification. If the contractor(s) cannot comply with these time restraints contact the Fuel Coordinator immediately (602-506-4481), to give the County time to make other arrangements.

2.11 PRICING AND REQUIRED O.P.I.S. GUIDELINES:

2.11.1 All pick up and deliveries must be ONLY from the "Phoenix Tank Farms".

2.11.2 All prices offered shall include cost for the delivery to designated County fuel sites.

2.11.3 All prices offered consider gallon usage and the fuel tank capacity.

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

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

2.11.6 All prices offered shall be four decimal places from the published price by the respective O.P.I.S.

2.11.7 All applicable taxes shall be billed as a separate line item on the invoice. **(provide the name of the applicable taxes).**

2.11.8 All O.P.I.S report shall be faxed or electronically send to the Fuel Coordinator.

2.11.9 In the event a respective O.P.I.S reports is not available for any reason, the pricing from the last previous report will prevail.

2.11.10 **Bio-Diesel - pricing shall be based on the Phoenix Daily Wholesale B5, B10, and B20 SME Bio-diesel Price Oil Price Information Service (O.P.I.S.) Gross Contract Average 10 A.M. Report Eastern Time shall be stated as plus (+) of minus (-). Price shall be four decimal places from the published price by the respective O.P.I.S. report.**

- 2.11.11 Reports, the contractor shall provide the Phoenix Daily Wholesale B5, B10, and B20 SME O.P.I.S Gross Contract Average 10 AM Report Eastern Time.
- 2.11.12 If fuel is delivered on a Sunday, pricing shall be referenced from the Saturday's O.P.I.S. B5, B10, or B20 report.
- 2.11.13 Low Sulfur Diesel - price shall be based on daily Ultra Low Sulfur Diesel O.P.I.S contract average 10:00 a.m. eastern time shall be stated as plus (+) of minus (-). Price shall be four decimal places from the published price by the respective O.P.I.S. report.
- 2.11.14 Unleaded – price shall be based on daily Gross CBG Ethanol O.P.I.S contract average 10:00 a.m. eastern time shall be stated as plus (+) of minus (-). Price shall be four decimal places from the published price by the respective O.P.I.S. report.

~~2.11.15 UNLEADED O.P.I.S REPORT:~~

~~The contractor(s) shall reference the “O.P.I.S. Gross CBG Ethanol Prices” daily average as reported on close of the previous business day from the “Phoenix Tank Farms /local racks”.~~

~~2.11.15.1 For evaluation purposes, the bidders are required to list the “O.P.I.S. Gross CBG Ethanol Prices” daily average for Unleaded on the pricing page. Reference the daily average O.P.I.S. Report for the Thursday previous to (November 10, 2011) IFB opening date (November 15, 2011) for preparation of this IFB. PRICING SHALL BE INCLUSIVE OF ALL COSTS FOR DELIVERY / FREIGHT. DO NOT INCLUDE TAX OR YOUR MARGIN.~~

~~2.11.16 DIESEL O.P.I.S REPORT:~~

~~The contractor(s) shall reference the O.P.I.S. low sulfur daily from the 9:00 a.m. Eastern Time report from the “Phoenix Tank Farms /local racks”.~~

~~2.11.16.1 For only evaluation purposes, the bidders are required to list the “O.P.I.S. Gross Ultra Low Sulfur Distillate Prices” weekly average for Diesel on the pricing pages. Reference the daily Low O.P.I.S from the 9:00 a.m. Eastern Time Report from the Thursday (November 10, 2011) previous to the IFB opening date (November 15, 2011) for preparation of this IFB. PRICING SHALL BE INCLUSIVE OF ALL COSTS FOR DELIVERY / FREIGHT. DO NOT INCLUDE TAX OR YOUR MARGIN.~~

~~2.11.17 BIO DIESEL REPORT:~~

~~The contractor(s) shall reference the “O.P.I.S. Gross Wholesale B20 SME Bio Diesel Prices” daily average 10:00 a.m. Eastern Time Report “O.P.I.S. Contact Benchmark file” from the “Phoenix Tank Farms /local racks”.~~

~~2.11.17.1 Deliveries made on a Sunday reference pricing from Saturday's “O.P.I.S. Gross Wholesale B20 SME Bio Diesel Prices” daily average.~~

~~2.11.17.2 For evaluation purposes, the bidders are required to list the “O.P.I.S. Gross Wholesale B20 SME Bio Diesel Prices” daily average for Bio Diesel on the pricing pages. Reference the daily average 10:00 a.m. Eastern Time Report from the Thursday previous (November 10, 2011) to the IFB opening date (November 15, 2011) to for preparation of this IFB. PRICING SHALL BE INCLUSIVE OF ALL COSTS FOR DELIVERY / FREIGHT. DO NOT INCLUDE TAX OR YOUR MARGIN. No “petro diesel incentives” shall be included in the margin.~~

2.12 ~~UNPREDICTABLE DECREASE IN FUEL PRICES:~~

~~In the event of an unpredictable decrease in fuel prices, the contractor(s) shall submit a price adjustment to Materials Management Department to approve and make the change on the contract.~~

2.13 SIGNS / LABELS:

County storage fuel tanks are clearly marked appropriately displaying “UNLEADED” and “DIESEL” and “BIO-DIESEL” signs.

2.14 STICK TANKS:

The Contractor(s) shall “stick” the tanks prior to delivery and record the inches on the delivery receipt. This is an opportunity for the delivery driver to verify all the fuel types and quantity in the tank to be filled.

2.15 CLEAN UP:

The Contractor shall be responsible for cleanup 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.

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 mandated Annual Underground Storage Tank (UST) 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 mandatory 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 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.

2.19 UP CHARGE:

In the event a contractor contacts our Fuel Coordinator 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.

2.20 INVOICING:

An original invoice must be submitted for all fuel deliveries and addressed to the bill to address listed below. The ship to address shall be listed in section 2.3 and 2.4.

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

- 2.20.1 All invoices must be legible
- 2.20.2 County contract number
- 2.20.3 County purchase order number
- 2.20.4 List the gallons and type of fuel
- 2.20.5 Pricing per award method (i.e. +/- margin / O.P.I.S reports)
- 2.20.6 Applicable taxes and ADOT Off Road vehicle fuel tax credits

For all inquiries on payments, contact Accounts Payable at 602-506-4668 or 602-506-8693. 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.

2.21 ACCOUNTS PAYABLE DEPARTMENT:

Accounts Payable is responsible for all payment processing. For all inquiries on payments, contact Accounts Payable at 602-506-4668 or 602-506-8693. 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 AND BILL OF LADING:

The delivery ticket and one copy of the bill of lading shall be provided to the Fuel Coordinator.

- 2.22.1 When deliveries are made to unattended sites, the delivery ticket and one copy of the bill of lading must be received by fax (602-506-7341) or electronically sent within twenty-four (24) hours.
- 2.22.2 The delivery ticket shall list: the contractor's name, address, type of fuel, grade of fuel and dip stick reading and/or the Fuel Master Veedor Root reading prior and after dispensing fuel for each site.
- 2.22.3 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.

- 2.23.1 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:~~

~~The County is not responsible for miscellaneous charges or fees other than those listed in the pricing section of this price agreement, unless Arizona State or Federal mandated.~~

2.25 ADDITIONS / DELETIONS OF SERVICE:

The County reserves the right to add or delete sites, products and/or fuel trucks under this contract.

2.26 USAGE REPORT:

The Contractor shall, upon request, furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.27 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 term of Three (3) year.

3.2 OPTION TO RENEW:

The County may, at its option and with the approval of the Contractor, renew the term of this Contract up to a maximum of Three (3) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the **Office of Procurement Services** of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

3.4 INDEMNIFICATION:

3.4.1 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, mistakes or malfeasance 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 caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

- 3.4.2 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.
- 3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE REQUIREMENTS

- 3.5.1 **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++. 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.**
- 3.5.2 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.
- 3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 3.5.5 The insurance policies may provide coverage that 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.
- 3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review 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.
- 3.5.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 3.5.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, 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.
- 3.5.9 **Commercial General Liability:**
Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 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, and shall not contain any provision which would serve to limit third party action over claims. 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.

3.5.10 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.11 Workers' Compensation:

3.5.11.1 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 under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

3.5.11.2 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 Contract.

3.5.12 Errors and Omissions Insurance:

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

3.5.13 Certificates of Insurance.

3.5.13.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with valid and complete 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.

3.5.13.2 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.

3.5.13.3 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.

3.5.14 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.

3.6 ~~PROCUREMENT CARD ORDERING CAPABILITY:~~

~~County may determine to use a procurement card that may be used from time to time, to place and make payment for orders under this Contract. - Contractors without this capability may be considered non-responsive and not eligible for award consideration.~~

3.7 ~~INTERNET ORDERING CAPABILITY:~~

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

3.8 REQUIREMENTS CONTRACT:

3.8.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

3.8.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

3.8.3 Contractors agree to accept verbal notification of cancellation from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.9 ORDERING AUTHORITY.

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

~~3.9.2 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.~~

3.9.3 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.

3.9.4 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.

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

3.11 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.12 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3.14 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.15 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

3.16 SUBCONTRACTING:

3.16.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.16.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.17 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

3.18 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

3.18.1 In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.18.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.18.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.19 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

3.20 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

3.21 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.22 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.22.1 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:

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

- 3.22.1.2 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;
 - 3.22.1.3 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
 - 3.22.1.4 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.
- 3.22.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.
- 3.22.3 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.
- 3.23 ALTERNATIVE DISPUTE RESOLUTION:
- 3.23.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:
 - 3.23.1.1 Render a decision;
 - 3.23.1.2 Notify the parties that the exhibits are available for retrieval; and
 - 3.23.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).
 - 3.23.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.
 - 3.23.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

3.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

- 3.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.
- 3.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.25.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

~~3.25 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

- ~~3.25.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both the Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.~~
- ~~3.25.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

3.26 CONTRACTOR LICENSE REQUIREMENT:

- 3.26.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both the Office of

Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

- 3.26.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.27 **STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)**

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you do not want to grant such access to a member of \$AVE, please so state in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.28 **INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)**

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.29 **INFLUENCE**

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

- 3.29.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,
- 3.29.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

3.30 **PUBLIC RECORDS:**

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed.

Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

3.31 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.

PRO PETROLEUM, INC., 408 S. 43RD AVENUE, PHOENIX, AZ 85009

COMPANY NAME: Pro Petroleum, Inc.
 DOING BUSINESS AS (DBA) NAME: _____
 MAILING ADDRESS: 408 S. 43rd Avenue, Phoenix, AZ 85009
 REMIT TO ADDRESS: P.O. Box 6761, Phoenix, AZ 85009
 TELEPHONE NUMBER: 877.791.4900
 FACSIMILE NUMBER: 702.643.0423
 WEB SITE: www.propetroleum.com
 REPRESENTATIVE NAME: Steve Freygang Tiffany Dyson / Melbia Nielson
 REPRESENTATIVE TELEPHONE NUMBER: 949.606.5593 (877)791-4900
 REPRESENTATIVE E-MAIL: stevef@propetroleum.com
tdyson@propetroleum.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document) **0% OF TOTAL BID AMOUNT**

NET 30 DAYS

Equipment Services Durango Shop				
Title	Qty	UofM	Total Price	Description
UNLEADED INCLUDE PLUS OR MINUS MARGIN	1	gallon	(\$0.0625)	UNLEADED INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE UNLEADED 420,000
B20 BIO-DIESEL INCLUDE PLUS OR MINUS MARGIN	1	gallon	(\$0.143) (\$0.163) Effective 04/01/14	B20 BIO-DIESEL INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL B20 USAGE BIODIESEL 445,000
DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN	1	gallon	(\$0.0505)	DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE DIESEL none
PRICING EFFECTIVE 04/01/2014:				
B5 BIO-DIESEL	1	gallon	\$0.007	Index plus/(less) total price
B10 BIO-DIESEL	1	gallon	(\$0.003)	Index plus/(less) total price

PRO PETROLEUM, INC., 408 S. 43RD AVENUE, PHOENIX, AZ 85009

Equipment Services Downtown Shop				
Title	Qty	UofM	Total Price	Description
UNLEADED INCLUDE PLUS OR MINUS MARGIN	1	gallon	(\$0.0625)	UNLEADED INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE UNLEADED 225,000
B20 BIO-DIESEL INCLUDE PLUS OR MINUS MARGIN	1	gallon	(\$0.143) (\$0.163) Effective 04/01/14	B20 BIO-DIESEL INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL B20 USAGE BIODIESEL 18,942
DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN	1	gallon	(\$0.0505)	DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE DIESEL none
PRICING EFFECTIVE 04/01/2014:				
B5 BIO-DIESEL	1	gallon	\$0.007	Index plus/(less) total price
B10 BIO-DIESEL	1	gallon	(\$0.003)	Index plus/(less) total price
Equipment Services Mesa Shop				
Title	Qty	UofM	Total Price	Description
UNLEADED INCLUDE PLUS OR MINUS MARGIN	1	gallon	(\$0.0585)	UNLEADED INCLUDE PLUS OR MINUS MARGIN
B20 BIO-DIESEL INCLUDE PLUS OR MINUS MARGIN	1	gallon	(\$0.1378) (\$0.1578) Effective 04/01/14	B20 BIO-DIESEL INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL B20 USAGE BIODIESEL 47,500
DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN	1	gallon	(\$0.0453)	DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE DIESEL none
PRICING EFFECTIVE 04/01/2014:				
B5 BIO-DIESEL	1	gallon	\$0.0122	Index plus/(less) total price
B10 BIO-DIESEL	1	gallon	\$0.0022	Index plus/(less) total price
Equipment Services Dysart Shop				
Title	Qty	UofM	Total Price	Description
UNLEADED INCLUDE PLUS OR MINUS MARGIN	1	gallon	(\$0.06)	UNLEADED INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE UNLEADED 415,000
B20 BIO-DIESEL INCLUDE PLUS OR MINUS MARGIN	1	gallon	(\$0.1401) (\$0.1601) Effective 04/01/14	B20 BIO-DIESEL INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL B20 USAGE BIODIESEL 270,000

PRO PETROLEUM, INC., 408 S. 43RD AVENUE, PHOENIX, AZ 85009

DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN	1	gallon	(\$0.0476)	DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE DIESEL none
PRICING EFFECTIVE 04/01/2014:				
B5 BIO-DIESEL	1	gallon	\$0.0099	Index plus/(less) total price
B10 BIO-DIESEL	1	gallon	(\$0.0001)	Index plus/(less) total price
Equipment Services Buckeye Shop				
Title	Qty	UofM	Total Price	Description
UNLEADED INCLUDE PLUS OR MINUS MARGIN	1	gallon	(\$0.056)	UNLEADED INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE UNLEADED 175,000
B20 BIO-DIESEL INCLUDE PLUS OR MINUS MARGIN	1	gallon	(\$0.136) (\$0.156) Effective 04/01/14	B20 BIO-DIESEL INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL B20 USAGE BIODIESEL 130,000
DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN	1	gallon	(\$0.0435)	DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE DIESEL none
PRICING EFFECTIVE 04/01/2014:				
B5 BIO-DIESEL	1	gallon	\$0.014	Index plus/(less) total price
B10 BIO-DIESEL	1	gallon	\$0.004	Index plus/(less) total price
Estrella Mountain Park				
Title	Qty	UofM	Total Price	Description
UNLEADED INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.0275	UNLEADED INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE UNLEADED 16,000
B20 BIO-DIESEL INCLUDE PLUS OR MINUS MARGIN	1	gallon	(\$0.055) (\$0.075) Effective 04/01/14	B20 BIO-DIESEL INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL B20 USAGE BIODIESEL 2,500
DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.0375	DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE DIESEL none
PRICING EFFECTIVE 04/01/2014:				
B5 BIO-DIESEL	1	gallon	\$0.095	Index plus/(less) total price
B10 BIO-DIESEL	1	gallon	\$0.085	Index plus/(less) total price

PRO PETROLEUM, INC., 408 S. 43RD AVENUE, PHOENIX, AZ 85009

Lake Pleasant Regional Park				
Title	Qty	UofM	Total Price	Description
UNLEADED INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.0275	UNLEADED INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE UNLEADED 25,000
B20 BIO-DIESEL INCLUDE PLUS OR MINUS MARGIN	1	gallon	(\$0.055) (\$0.075) Effective 04/01/14	B20 BIO-DIESEL INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL B20 USAGE BIODIESEL 4,000
DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.0375	DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE DIESEL none
PRICING EFFECTIVE 04/01/2014:				
B5 BIO-DIESEL	1	gallon	\$0.095	Index plus/(less) total price
B10 BIO-DIESEL	1	gallon	\$0.085	Index plus/(less) total price
Lake Pleasant Regional Park				
Title	Qty	UofM	Total Price	Description
UNLEADED INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.0275	UNLEADED INCLUDE PLUS OR MINUS MARGIN
B20 BIO-DIESEL INCLUDE PLUS OR MINUS MARGIN	1	gallon	(\$0.055) (\$0.075) Effective 04/01/14	B20 BIO-DIESEL INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL B20 USAGE BIODIESEL 4,000
DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.0375	DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE DIESEL none
PRICING EFFECTIVE 04/01/2014:				
B5 BIO-DIESEL	1	gallon	\$0.095	Index plus/(less) total price
B10 BIO-DIESEL	1	gallon	\$0.085	Index plus/(less) total price
Bartlett Lake, Bartlett Rd				
Title	Qty	UofM	Total Price	Description
UNLEADED INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.2475	UNLEADED INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE UNLEADED 200

PRO PETROLEUM, INC., 408 S. 43RD AVENUE, PHOENIX, AZ 85009

Cave Creek Recreation Area				
Title	Qty	UofM	Total Price	Description
UNLEADED INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.0275	UNLEADED INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE UNLEADED 72,000
B20 BIO-DIESEL INCLUDE PLUS OR MINUS MARGIN	1	gallon	(\$0.055) (\$0.075) Effective 04/01/14	B20 BIO-DIESEL INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL B20 USAGE BIODIESEL 38,000
DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.0375	DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE DIESEL none
PRICING EFFECTIVE 04/01/2014:				
B5 BIO-DIESEL	1	gallon	\$0.095	Index plus/(less) total price
B10 BIO-DIESEL	1	gallon	\$0.085	Index plus/(less) total price
McDowell Mountain Regional Park				
Title	Qty	UofM	Total Price	Description
UNLEADED INCLUDE PLUS OR MINUS MARGIN	1	gallon	(\$0.0178)	UNLEADED INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE UNLEADED 24,225
Usery Mountain Recreation Area				
Title	Qty	UofM	Total Price	Description
UNLEADED INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.0275	UNLEADED INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE UNLEADED 13,000
Blue Point Storage Area				
Title	Qty	UofM	Total Price	Description
UNLEADED INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.2275	UNLEADED INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE UNLEADED 17,200
White Tank Mountain Regional Park				
Title	Qty	UofM	Total Price	Description
UNLEADED INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.0275	UNLEADED INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE UNLEADED 5,500

PRO PETROLEUM, INC., 408 S. 43RD AVENUE, PHOENIX, AZ 85009

B20 BIO-DIESEL INCLUDE PLUS OR MINUS MARGIN	1	gallon	(\$0.055) (\$0.075) Effective 04/01/14	B20 BIO-DIESEL INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL B20 USAGE BIODIESEL 2,500
DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.0375	DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE DIESEL none
PRICING EFFECTIVE 04/01/2014:				
B5 BIO-DIESEL	1	gallon	\$0.095	Index plus/(less) total price
B10 BIO-DIESEL	1	gallon	\$0.085	Index plus/(less) total price
Flood Control North Yard				
Title	Qty	UofM	Total Price	Description
UNLEADED INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.0975	UNLEADED INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE UNLEADED 1,000
B20 BIO-DIESEL INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.045 \$0.013 Effective 04/01/14	B20 BIO-DIESEL INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL B20 USAGE BIODIESEL 10,000
DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.1075	DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE DIESEL none
PRICING EFFECTIVE 04/01/2014:				
B5 BIO-DIESEL	1	gallon	\$0.165	Index plus/(less) total price
B10 BIO-DIESEL	1	gallon	\$0.155	Index plus/(less) total price
Sheriff's Office Substation				
Title	Qty	UofM	Total Price	Description
UNLEADED INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.1275	UNLEADED INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE UNLEADED 104,000
MCDOT New River Maintenance Facility				
Title	Qty	UofM	Total Price	Description
UNLEADED INCLUDE PLUS OR MINUS MARGIN	1	gallon	(\$0.053)	UNLEADED INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE UNLEADED 140 New Site

PRO PETROLEUM, INC., 408 S. 43RD AVENUE, PHOENIX, AZ 85009

B20 BIO-DIESEL INCLUDE PLUS OR MINUS MARGIN	1	gallon	(\$0.1322) (\$0.1522) Effective 04/01/14	B20 BIO-DIESEL INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL B20 USAGE BIODIESEL 3,098 New Site
DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN	1	gallon	(\$0.0397)	DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE DIESEL none
PRICING EFFECTIVE 04/01/2014:				
B5 BIO-DIESEL	1	gallon	\$0.0178	Index plus/(less) total price
B10 BIO-DIESEL	1	gallon	\$0.0078	Index plus/(less) total price
Pickup By County Fuel Trucks				
Title	Qty	UofM	Total Price	Description
UNLEADED INCLUDE PLUS OR MINUS MARGIN	1	gallon	(\$0.0775)	UNLEADED INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE UNLEADED none
B20 BIO-DIESEL INCLUDE PLUS OR MINUS MARGIN	1	gallon	(\$0.16) (\$0.18) Effective 04/01/14	B20 BIO-DIESEL INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL B20 USAGE BIODIESEL none
DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN	1	gallon	(\$0.0675)	DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE DIESEL 40,000
PRICING EFFECTIVE 04/01/2014:				
B5 BIO-DIESEL	1	gallon	(\$0.01)	Index plus/(less) total price
B10 BIO-DIESEL	1	gallon	(\$0.02)	Index plus/(less) total price

PRO PETROLEUM, INC., 408 S. 43RD AVENUE, PHOENIX, AZ 85009

Comply with delivery hours within 24 hours and meet requirements for specified in section 2.10.1:

"Yes" or "No": **Yes**

If no, explain:

Stand-by charges section 2.18:

\$20 per 15 minutes = \$80 hr. In the past 6 years as the County's biodiesel supplier we have NEVER charged any stand-by time.

A "Driver Responsibilities Policy and Procedures" instruction guide submitted as specified in section 2.5.2:

"Yes" or "No": **Yes**

If no, explain: **Please see attached, see page 4.**

State the manufacturer, product number, unit of sale and price of the storage enhancing additive including certification/approval from NBB (section 2.2.4).

The NBB does not recommend any storage enhancing additive or any other additives. It is against their policy.

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

Please see attached information regarding cold flow additive for ULSD & Biodiesel. Advantages - this product will allow treated ULSD & Biodiesel to operate at lower temperatures without problems. Disadvantages - none.

1.23 Indicate the method of the margin offered for diesel purchases (reference section 2.2.2.3)

N/A see Addendum 2, item 2.2.2.3 was deleted from contract.

PRICING SHEET: NIGP CODE 40509, 40515

Vendor Number: 2011001772 0

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2015 2018.**

UNION DISTRIBUTING CO. SENERGY PETROLEUM LLC, 622 S. 56TH AVE., PHOENIX, AZ 85043

COMPANY NAME: Union Distributing Company of Tucson
Senergy Petroleum LLC

DOING BUSINESS AS (DBA) NAME: _____

MAILING ADDRESS: 622 S. 56th Ave., Phoenix, AZ 85043

REMIT TO ADDRESS: 622 S. 56th Ave., Phoenix, AZ 85043

TELEPHONE NUMBER: 602-272-6795 602-358-2416

FACSIMILE NUMBER: 602-484-9038 602-484-9038

WEB SITE: www.uniondistributing.com

REPRESENTATIVE NAME: James Kaskie

REPRESENTATIVE TELEPHONE NUMBER: 602-358-2411

REPRESENTATIVE E-MAIL: jim@uniondistributing.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document) % OF TOTAL BID AMOUNT

NET 15 DAYS

Equipment Services Durango Shop				
Title	Qty	UofM	Total Price	Description
UNLEADED INCLUDE PLUS OR MINUS MARGIN	1	gallon	(\$0.0416)	UNLEADED INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE UNLEADED 420,000
DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN	1	gallon	(\$0.0421)	DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE DIESEL none
Equipment Services Downtown Shop				
Title	Qty	UofM	Total Price	Description
UNLEADED INCLUDE PLUS OR MINUS MARGIN	1	gallon	(\$0.041)	UNLEADED INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE UNLEADED 225,000
DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN	1	gallon	(\$0.0417)	DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE DIESEL none

UNION DISTRIBUTING CO. SENERGY PETROLEUM LLC, 622 S. 56TH AVE., PHOENIX, AZ 85043

Equipment Services Mesa Shop				
Title	Qty	UofM	Total Price	Description
UNLEADED INCLUDE PLUS OR MINUS MARGIN	1	gallon	(\$0.0242)	UNLEADED INCLUDE PLUS OR MINUS MARGIN
DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN	1	gallon	(\$0.0291)	DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE DIESEL none
Equipment Services Dysart Shop				
Title	Qty	UofM	Total Price	Description
UNLEADED INCLUDE PLUS OR MINUS MARGIN	1	gallon	(\$0.0304)	UNLEADED INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE UNLEADED 415,000
DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN	1	gallon	(\$0.0293)	DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE DIESEL none
Equipment Services Buckeye Shop				
Title	Qty	UofM	Total Price	Description
UNLEADED INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.0485	UNLEADED INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE UNLEADED 175,000
DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.0437	DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE DIESEL none
Estrella Mountain Park				
Title	Qty	UofM	Total Price	Description
UNLEADED INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.0871	UNLEADED INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE UNLEADED 16,000
DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.1574	DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE DIESEL none
Lake Pleasant Regional Park				
Title	Qty	UofM	Total Price	Description
UNLEADED INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.3044	UNLEADED INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE UNLEADED 25,000
DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.3707	DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE DIESEL none

UNION DISTRIBUTING CO. SENERGY PETROLEUM LLC, 622 S. 56TH AVE., PHOENIX, AZ 85043

Lake Pleasant Regional Park				
Title	Qty	UofM	Total Price	Description
UNLEADED INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.3044	UNLEADED INCLUDE PLUS OR MINUS MARGIN
DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.3707	DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE DIESEL none
Bartlett Lake, Bartlett Rd				
Title	Qty	UofM	Total Price	Description
UNLEADED INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$2.0765	UNLEADED INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE UNLEADED 200
Cave Creek Recreation Area				
Title	Qty	UofM	Total Price	Description
UNLEADED INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.3244	UNLEADED INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE UNLEADED 72,000
DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.2353	DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE DIESEL none
McDowell Mountain Regional Park				
Title	Qty	UofM	Total Price	Description
UNLEADED INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.0519	UNLEADED INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE UNLEADED 24,225
Usery Mountain Recreation Area				
Title	Qty	UofM	Total Price	Description
UNLEADED INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.2003	UNLEADED INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE UNLEADED 13,000
Blue Point Storage Area				
Title	Qty	UofM	Total Price	Description
UNLEADED INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.6447	UNLEADED INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE UNLEADED 17,200

UNION DISTRIBUTING CO, SENERGY PETROLEUM LLC, 622 S. 56TH AVE., PHOENIX, AZ 85043

White Tank Mountain Regional Park				
Title	Qty	UofM	Total Price	Description
UNLEADED INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.2203	UNLEADED INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE UNLEADED 5,500
DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.2155	DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE DIESEL none
Flood Control North Yard				
Title	Qty	UofM	Total Price	Description
UNLEADED INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.9441	UNLEADED INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE UNLEADED 1,000
DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.3705	DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE DIESEL none
Sheriff's Office Substation				
Title	Qty	UofM	Total Price	Description
UNLEADED INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.1465	UNLEADED INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE UNLEADED 104,000
MCDOT New River Maintenance Facility				
Title	Qty	UofM	Total Price	Description
UNLEADED INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.0371	UNLEADED INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE UNLEADED 140 New Site
DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.2147	DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE DIESEL none
Pickup By County Fuel Trucks				
Title	Qty	UofM	Total Price	Description
UNLEADED INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.06	UNLEADED INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE UNLEADED none
DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN	1	gallon	\$0.08	DIESEL LOW SULFUR INCLUDE PLUS OR MINUS MARGIN EST. ANNUAL USAGE DIESEL 40,000

EXHIBIT 2
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
SENERGY PETROLEUM LLC

[CHANGE ORDERS]

See following pages.