



Staff Summary Report

Council Meeting Date: 12-06-2007

Agenda Item Number: _____

SUBJECT: Request to award a two-year contract with three, one-year renewal options to Western Refining Wholesale for vehicle fuel.

DOCUMENT NAME: 20071206fsta05 **PURCHASES (1004-01)**

SUPPORTING DOCS: Yes

COMMENTS: (RFP #08-073) Total cost for this contract shall not exceed \$5,000,000 during the initial contract period.

PREPARED BY: Tony Allen, Procurement Officer, 480-350-8548

REVIEWED BY: Michael Greene, CPM, Central Services Administrator, 480-350-8516

**LEGAL REVIEW AS
TO CONTRACT FORM**

ONLY: N/A

FISCAL NOTE: Sufficient funds have been appropriated in 3264-6340.

RECOMMENDATION: Award the contract.

ADDITIONAL INFO: Request for Proposal 08-073 was issued to establish a contract for vehicle fuels for use by the City of Tempe. Two vendors responded to the Request for Proposal. An evaluation committee comprised of Fleet Services, Transportation and Procurement reviewed the responses. The committee recommendation is to award the contract to Western Refining Wholesale, the overall high scorer.

REQUEST FOR PROPOSAL

CITY OF TEMPE

REQUEST FOR PROPOSAL: 08-073

RFP ISSUE DATE: 10/09/07

Commodity Code(s): 405-15; 928-45

PROCUREMENT DESCRIPTION: Vehicle Fuel

PROPOSAL DUE DATE/TIME: Thursday, November 8, 2007, 3:00 P.M. Local Time

Late proposals will not be considered

PROPOSAL RESPONSE MUST BE DELIVERED TO CITY PROCUREMENT OFFICE

Mailing Address: PO Box 5002, Tempe, AZ 85280

Street Address: 20 E. Sixth Street (2nd Floor), Tempe, AZ 85281

PRE-PROPOSAL CONFERENCE: N/A

DEADLINE FOR INQUIRIES: Friday, October 26, 2007, 5:00 P.M., Local Time

Sealed proposals must be received and in the actual possession of the City Procurement Office on or before the exact Proposal Due Date/Time indicated above. Proposal responses will be opened and each offeror's name will be publicly read. Prices are not read and kept confidential until award. Late proposals will not be considered.

Proposals must be submitted by a sealed envelope/package with the Request For Proposal number, offeror's name and address clearly indicated on the envelope/package.

Proposals must be completed in ink or typewritten and a completed proposal response returned to the City Procurement Office by the Proposal Due Date/Time indicated above. The "Vendor's Proposal Offer" (form 201-B RFP) must be completed and signed in ink. Proposals by electronic transmission, telegraph, mailgram or facsimile will not be considered.

Proposal offeror's are asked to immediately and carefully read the entire Request For Proposal and not later than 10 days before the Proposal Due Date/Time, address any questions or clarifications to the Procurement Officer identified below:

Tony Allen

E-mail: Anthony_allen@tempe.gov Phone No: 480-350-8548

Procurement Officer

Proposal evaluation and award selection recommendations are publicly posted to the City Procurement Office webpage (www.tempe.gov/purchasing) and at the Procurement Office reception counter.

Submit one- (1) original signed and completed proposal response for evaluation purposes. For this specific RFP 3 additional proposal response copies are also to be submitted for evaluation purposes. A late, unsigned and/or materially incomplete proposal response will be considered non-responsive and rejected.

JH

Jerry Hart
Financial Services Manager

Form 201-A (RFP)
(HL/RFP 3-2002)

Vendor's Proposal Offer

It is REQUIRED that Proposal Offeror COMPLETE, SIGN and SUBMIT the original of this form to the City Procurement Office with the proposal response offer. An unsigned "Vendor's Proposal Offer", late proposal response and/or a materially incomplete response will be considered non-responsive and rejected.

Proposal offeror is to type or legibly write in ink all information required below.

Proposal Offeror's Company Name	<u>Western Refining Wholesale, Inc.</u>		
Company Mailing Address	_____		
Company Street Address	<u>2502 N. BLACK CANYON Highway - Phoenix 85009</u>		
Proposal Offeror Contact	<u>JOE MORGAN</u>	Title	<u>GENERAL MANAGER - CARDLOCK DIV.</u>
Contact's Phone No.	<u>602-477-3303</u>	E-mail Address	<u>JOE_MORGAN@WNR.COM</u>
<u>Proposal Offeror's Company Tax Information:</u>			
Arizona Transaction Privilege (Sales) Tax No.	<u>07-093791</u>	or	_____
Arizona Use Tax No.	<u>07-093791</u>		
Federal I.D. No.	<u>86-0109486</u>		
City & State Where Sales Tax is Paid	<u>PHOENIX, AZ</u>		

THIS PROPOSAL IS OFFERED BY

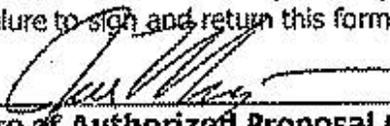
Authorized Proposal Offeror (Type or Print in Ink) JOE MORGAN

Proposal Offeror's Title (Type of Print in Ink) GENERAL MANAGER - CARDLOCK DIVISION

Date 11/6/07

REQUIRED SIGNATURE OF AUTHORIZED PROPOSAL OFFEROR (Must Sign in Ink)

By signing this Proposal Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other offeror or potential offeror. Failure to sign and return this form with proposal offer will result in a non-responsive proposal.



Signature of Authorized Proposal Offeror

11/6/07
Date

Phoenix Fuel Companies
INCOME STATEMENT
 12/31/2006

	Dec-06 Actual
Sales	\$1,266,954,549.97
Cost of Goods Sold	1,222,345,033.49
Gross Profit	44,609,516.48
Delivery Freight Out	4,654,129.85
Total Freight Cost of Sales	4,654,129.85
Adjusted Gross Profit	39,955,386.63
Selling, Gen & Admin Expenses:	
Personnel Expenses	15,913,359.89
Travel & Entertainment	497,266.56
Transportation Expenses	5,339,938.58
Depreciation, Amort. & Accretion	1,927,909.39
Other Selling, G&A Exp	4,962,752.90
Total Selling, Gen & Admin	28,641,227.32
Other (Income) Expense	
Interest Expense	6,775.30
Other Income	-970,462.62
Other Expense	78,575.85
Total Other Income/Expense	-885,111.47
Taxes	3,575.70
Net Inc(Loss) B4 Allocations	\$12,195,695.08

Phoenix Hel Companies	
BALANCE SHEET	
December 31, 2006	
31-Dec-06	
ASSETS	
Current Assets:	
Cash and Cash Equivs	\$ 2,855,610.48
Accounts Receivable, Net	101,845,464.99
Inventories	21,321,990.70
Prepaid Expenses	520,975.36
Property Held For Resale	-
Total Current Assets	126,544,031.53
Property, Plant & Equipment:	
Land & Improvements	3,182,679.26
Buildings	4,460,677.44
Bulk Plants	10,038,788.53
Equipment	2,828,114.74
Leased Equipment	3,432,683.47
Autos / Light Trucks	262,276.26
Trucks	2,245,182.56
Lease Hold Improvements	803,501.57
Office Equipment	2,196,587.12
Asset Retirement Costs	72,319.97
Construction In Progress	1,141,846.63
Less - Accum. Dep'n	(15,351,891.10)
Net Property, Plant & Equipment	15,315,767.44
Other Assets	15,710,257.19
Total Assets	\$ 157,570,056.16
LIABILITIES & STOCKHOLDER EQUITY	
Current Liabilities:	
Current Portion-Notes Payable	\$ -
Accounts Payable	41,060,233.56
Accrued Expenses	1,701,547.49
Sales & Fuel Taxes Pay	5,964,352.75
Deferred Income	1,627,386.42
Total Current Liabilities	50,353,630.22
Asset Retirement Obligations	257,931.39
Long Term Debt	-
Moist Reimbursement Agreements	374,195.60
Castrol Reimburse't Agreements	109,537.52
Current Portion Long Term Debt	-
Total Long Term Liabilities	741,664.51
Stockholders' Equity:	
Capital Stock	56,000.00
Additional Paid-in-Capital	31,454,499.68
Retained Earnings	65,976,473.69
Net Income (Loss)	8,987,788.08
Total Stockholders' Equity	106,474,761.43
Total Liab' & Stockholders' Equity	\$ 157,570,056.16

INSTRUCTIONS TO PROPOSAL OFFERORS

Please note that these Instructions are to be read and followed by any proposal offeror and/or contracted vendor and that failure to follow these Instructions may result in rejection of a proposal offer for non-responsiveness or cancellation of contract if already awarded.

1. **Preparation of Proposal Response:** It is the offeror's responsibility to examine this entire Request For Proposal document immediately upon its receipt and to seek clarification of any item or requirement that may not be clear and to check all proposal responses for completeness and accuracy before submitting a proposal. Concerns about any obvious errors, points of confusion and/or possible improprieties in this Request For Proposals that are apparent before the proposal opening date are to be filed with the City Procurement Office prior to the scheduled proposal opening date. Negligence in preparing a proposal response confers no right of withdrawal after proposal due date and time.

The City will not reimburse the cost of developing, presenting or providing any proposal response to this Request For Proposals.

2. **Late, Unsigned and/or Incomplete Proposal Response:** A late, unsigned and/or materially incomplete proposal response will be considered non-responsive and rejected. The City will not accept a signed letter by proposal offeror in lieu of a signed "Vendor's Proposal Offer", form 201-B (RFP) as provided in this Request For Proposals.
3. **Inquiries:** Questions regarding this Request For Proposals are to be directed only to the City Procurement Officer identified on the cover page of this document, form 201-A (RFP); unless another City contact is specifically named in this Request For Proposals. Questions should be submitted in writing, when time permits. When sending correspondence related to this Request For Proposals, identify within the letter, the appropriate Request For Proposals' number, page and paragraph at issue. However, offeror (vendor) must not place the Request For Proposals' number on the outside of an envelope containing questions, since the envelope may be identified as a sealed proposal response and not opened until the official proposal opening date and time. Inquiries and questions should be asked of the City Procurement Office not later than 10 days before proposal opening and those received within 10 days of proposal opening may not be answered.
4. **Proposal Conference:** If a Proposal Conference is scheduled, it is the offeror's responsibility to attend the conference, ask questions, seek clarifications and identify any points of confusion or requirements at issue.
5. **Withdrawal of Proposal:** At any time before the specified proposal opening date and time, an offeror may withdraw their proposal. Offeror must present identification and documentation to indicate their authority to withdraw a proposal response.
6. **Proposal Addendum(s):** Receipt and acceptance of a Request For Proposals' Addendum is to be acknowledged by signing and returning the document either with the proposal response or by separate envelope prior to proposal opening date and time. Failure to sign and return an addendum prior to proposal opening time and date may make the proposal offer non-responsive to that portion of the Request For Proposal as materially affected by the respective addendum.
7. **Payment:** For a single requirement purchase, the City will make every effort to make payment within 30 calendar days from receipt of acceptable products, materials and/or services and receipt of correct invoice. For ongoing term contract purchases, the City will make every effort to make payment within 30 calendar days from receipt of monthly statement.

8. **Discounts:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

9. **Compliance with City Solicitation Requirements and Award of Contract:** Unless the offeror states otherwise or unless it states otherwise in this Request For Proposals, the City reserves the right to award by individual line item, by group of items, or as a total, whichever is most advantageous to the City. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request For Proposal.

A proposal response is an offer to contract with the City based on the terms, conditions and specifications contained in this Request For Proposals. An offeror does not become a contractor unless they receive a formal contract award from the City Procurement Office. Unless this Request For Proposal includes a separate contract document or requires the offeror to submit a contract for review, a contract is formed when the City Procurement Office provides a written notice of award or a purchase order to the successful offeror. Proposal offers that take exception to the terms, conditions, specifications and/or other requirements stated within this Request For Proposal will cause the proposal offer to be considered as non-responsive. Exceptions will be evaluated on an individual basis to determine their compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification stated within this solicitation document.

10. **Taxes:** Propose all materials (equipment/products) F.O.B. Tempe, prepaid. Unless specifically requested in this Request For Proposals, do not include any Sales, Use or Federal Excise Tax in your proposal pricing. The City is exempt from payment of Federal Excise Tax. For proposal evaluation, Transaction (Sales) Privilege Tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on City of Tempe Privilege (Sales) Tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at www.tempe.gov/salestax.

11. **Payment By City Procurement Card:** The City Procurement Office (only) may wish to make payment through the use of a City Procurement Card. It is requested that each offeror indicate on the Price Sheet (pricing section) of this Request For Proposals, their willingness to accept City Procurement Card payments. The inability to accept payment by City Procurement Card will not disqualify a proposal response.

12. **Proposal Results:** Offerors are invited to attend the scheduled proposal opening at which the name of each offeror will be publicly read (not prices). After award of proposal, an appointment may be made with the City Procurement Officer (identified on the cover page of this Request For Proposal) and the proposal documents may be reviewed with the Procurement Officer. Formal award recommendations will be placed on the Procurement Office web page (www.tempe.gov/purchasing) and posted at the front counter of the Procurement Office at the same time the award recommendation is forwarded for City Council review. Parties interested in the outcome of a proposal may check the City Procurement Office web page or check for posted awards at the Procurement Office front counter.

13. Protests: Any actual or prospective offeror who is aggrieved in conjunction with this Request For Proposals or award of a contract may protest to the City Procurement Office (City Procurement Officer contact). A protest based upon alleged improprieties in this Request For Proposals that are apparent before the proposal opening shall be filed before proposal opening. At least five (5) days before award of a contract, the City Procurement Office will post award recommendations on its web page (www.tempe.gov/purchasing) and at the Procurement Office front counter for public review. A protest concerning an award recommendation must be filed within 10 calendar days after the protester knows or should have known the facts and circumstances upon which the protest is based. A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and indication as to the form of relief requested. Protest is to be on the protester's company letterhead and signed.

14. Request for Taxpayer I.D. Number and Certification, IRS W-9 Form: An attached IRS W-9 form serves as the last page of this Request For Proposal and is to be completed by proposal offeror and submitted with the proposal response. Prior to any contract award, this IRS W-9 form must be completed and submitted to the City Procurement Office.

15. Compliance of Proposal Offeror/Contractor Forms: Any forms (for example, separate contract, maintenance agreement, training agreement) intended by the proposal offeror and/or contractor to be utilized in relationship to any resulting contract must be submitted with proposal offer. Proposal offeror and/or contractor forms that take exception to any of the terms, conditions, specifications and/or other requirements stated within this Request For Proposal may cause the proposal response to be considered as non-responsive and rejected from consideration or a contract award to be void. Absolutely no proposal offeror/contractor form will be considered unless submitted with proposal response and approved by the City Procurement Office. No City department is authorized to sign any proposal offeror and/or contracted vendor form(s) in relationship to this Request For Proposals and/or subsequent contract without the City Procurement Office first reviewing the document for compliance with the City's solicitation and stamping/initialing the document as being in compliance.

16. Proposal, Offer and Contract: Proposal offers that take exception to Special Terms & Conditions stated within this Request For Proposals may cause the proposal response to be considered as non-responsive. As set forth in this Special Terms and Conditions section, "vendor" means a person or firm in the business of selling or otherwise providing products, materials or services and "proposal offeror" means a vendor making a proposal offer in response to a Request For Proposal. "Contractor" means any person or firm who has a contract with the City. A successful "proposal offeror" who is awarded a contract with the City becomes a "contractor".

Any language in proposal offers that takes exception or provides different or conflicting terms, conditions, obligations, specifications, and/or requirements than those contained in the City's Standard Terms and Conditions or Special Terms and Conditions are deemed rejected by the City and are not included in the contract unless expressly agreed to in writing by the City of Tempe.

STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions are to be read and complied with by proposal offeror and/or contracted vendor and that failure to follow these requirements may result in rejection of a proposal response for non-responsiveness or cancellation of any awarded contract.

1. **Certification:** By signing the "Vendor's Proposal Offer", Form 201-B(RFP), the offeror certifies:
 - A. The submission of the proposal offer response did not involve collusion or other anti-competitive practices.
 - B. The vendor shall not discriminate against any employee or applicant for employment in violation of Federal and Arizona State law and the vendor shall comply with the Americans with Disabilities Act (ADA). Suppliers of products and services to the City of Tempe shall operate as an equal opportunity employer and shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, national origin, or because he or she has a physical or mental disability or because he or she is a disabled veteran or a veteran of the Vietnam era, including, without limitation, with respect to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses in all proposals and contracting activities conducted by the City.
 - C. The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the "Vendor's Proposal Offer" or signing it with a false statement shall void the submitted proposal offer and/or any resulting contract. In addition, the vendor may be debarred from future proposal and Proposalding participation with the City and may be subject to such actions as permitted by law.
 - D. The vendor agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request For Proposals and resultant contract award. Violation of this condition will be grounds for contract termination by the City.
2. **Gratuities:** The City may, by written notice to the contractor, cancel any resultant contract, if it is found that gratuities in any form were offered or given by the contractor or agent or representative of the contractor, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from contractor the amount of gratuity.
3. **Applicable Law:** This contract shall be governed by, and the City and contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this Request For Proposals and resultant contract or in statutes or ordinances pertaining specifically to the City. This contract shall be governed by State of Arizona law and suits pertaining to this contract may only be brought in courts located in Maricopa County, Arizona.

4. **Dispute Resolution:** This contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the contractor will meet and/or consult with each other in good faith to resolve any disputes arising out of the contract. If good faith efforts fail, then the City and contractor may attempt to resolve any disputes through mediation. If mediation is utilized, the City and contractor mutually will agree upon a mediator whose fees will be shared equally by the City and contractor.
5. **Contract Formation:** This contract shall consist of this Request For Proposals document and the proposal offer response submitted by the vendor, as may be found responsive and approved by the City. In the event of a conflict in language between the two documents, the provisions of the City's Request For Proposals shall govern. The City's Request For Proposals shall govern in all other matters not affected by a written contract. All previous contracts between the offeror and the City are not applicable to this contract or other resultant contracts. Any contracted vendor documents that conflict with the language and requirements of the City's solicitation are not acceptable and void the contract.
6. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of this contract is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract.
7. **Contract Modifications:** This contract may only be modified by a written Contract Modification issued by the City Procurement Office and counter-signed by the contractor.
8. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
9. **Severability:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application to the extent that the material provisions of this RFP and contract are not materially vitiated.
10. **Relationship of Parties:** It is clearly understood that each party to this contract will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
11. **Interpretation of Parol Evidence:** This contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the contract, unless the signing of a subsequent contract is specifically called for in this Request For Proposals. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of the contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
12. **Contract Assignment:** No right or interest in this contract shall be assigned by contractor and no delegation of any duty of contractor shall be made without prior written permission of the City Procurement Office.

13. **Rights and Remedies:** No provisions of this Request For Proposal document or in the vendor's proposal response offer shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, shall not release the contractor from any responsibilities or obligations imposed by the contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the contract.
14. **Overcharges By Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the contract.
15. **Force Majeure:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the contract if and to the extent that such party's performance of the contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force majeure shall not include the following occurrences:

- A. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- B. Late performance by a subcontractor unless the delay arises from a force majeure occurrence in accordance with this force majeure clause.

Any delay or failure in performance by either party shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via Certified Mail - Return Receipt Requested and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or Certified Mail - Return Receipt Requested when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the contract.

16. **Preparation of Specifications By Persons Other Than City Personnel:** No person preparing specifications for this Request For Proposal shall receive any direct or indirect benefit from the use of these specifications.

17. **Public Record:** After award of contract, proposal responses shall be considered public record and subject to review. If an offeror believes a specific section of its proposal response is confidential, the offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The offeror shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination.
18. **Conflict of Interest:** This contract is subject to the cancellation provisions of A.R.S. Section 38.511.

Request For Proposal Special Terms and Conditions

Proposal offers that take exception to Special Terms & Conditions stated within this Request For Proposal may cause the proposal response to be considered as non-responsive. As set forth in this Special Terms and Conditions section, "vendor" means a person or firm in the business of selling or otherwise providing products, materials or services and "proposal offeror" means a vendor making a proposal offer in response to a Request For Proposal. "Contractor" means any person or firm who has a contract with the City. A successful "proposal offeror" who is awarded a contract with the City becomes a "contractor".

1. **City Procurement Document:** This Request For Proposal is issued by the City Procurement Office. No alteration of any portion of this Request For Proposal document by an offeror is permitted and any attempt to do so shall result in offeror's proposal response being considered non-responsive. No alteration of any portion of a resultant contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires an offer in response to this Request For Proposal to be valid and irrevocable for 90 days after the proposal opening time and date.
3. **Contract Type:** Term with justifiable price adjustment allowed, indefinite quantity.
4. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of 24 month(s) thereafter, unless terminated, canceled or extended as otherwise provided herein. Resultant contract is non-transferable and can not be assigned by the contractor without the approval of the City Procurement Office, and then only when all prices, discounts, terms and conditions of the original proposal documents and contract award remain unchanged.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant contract for 90 days beyond the stated expiration date. In addition, by mutual agreement in the form of a written Contract Modification, any resultant contract may be renewed for supplemental periods of up to a maximum of 36 additional months. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of 12 months each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer contract renewal period.
6. **Cooperative Use of Contract:** In addition to the City of Tempe this contract may be extended for use by other municipalities and government agencies of the State of Arizona. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this Request For Proposal who wish to cooperatively use the contract are subject to the approval of contractor(s).
7. **Contract Termination:** This contract may be terminated without default by either party by providing a written 60 day notice of termination to the other party.

8. **Contracts Administration:** Contractor must notify the City Procurement Office (designated Procurement Officer Contact) for guidance or direction of matters of contract interpretation or problems regarding the terms, conditions or scope of this contract.
9. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. The City will notify the contractor promptly of any damaged materials and shall assist the contractor in arranging for inspection.
10. **Estimated Quantities:** This Request For Proposal references quantities as a general indication of the City needs; The City anticipates considerable activity resulting from contracts that will be awarded as a result of this Request For Proposal; however, the quantities shown are estimates only and the City of Tempe reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each offeror.
11. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
12. **Insurance:** Prior to commencing any work or services under this contract, contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors.

A Contract Award Notice or Purchase Order will not be issued to an awarded vendor until receipt of all required insurance documents by the City Procurement Office and such documents must meet all requirements of this Insurance clause. In addition, before any contract is renewed for additional time periods, all required insurance must be in force and on file with the City Procurement Office. An awarded vendor or contractor must submit required insurance within 10 calendar days after request by the City Procurement Office or the award may be rescinded and another vendor selected for award.

Minimum Limits Of Insurance

Contractor shall maintain limits no less than:

1. **Commercial General Liability:** \$5,000,000 combined single limit per occurrence for bodily injury and property damage, including coverage for contractual liability (including defense expense coverage for additional insureds), personal injury, broad form property damage, products, completed operations, and product liability. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
2. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage, including coverage for owned, hired, and non-owned vehicles as applicable.
3. **Workers' Compensation and Employers Liability:** Workers' Compensation and Employers Liability statutory limits as required by the State of Arizona.
4. **Contractor's Pollution Liability:** Per Occurrence - \$1,000,000. Aggregate - \$2,000,000. Coverage will include Errors and Omissions and pollution liability that is a result of professional services. Coverage will also include cleanup costs and third-party coverage.

5. Other Insurance: (If applicable, see supplement.)

Deductibles And Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, and volunteers, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage:

- a. The City, its officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the contractor including the insured's general supervision of the contractor; products and completed operations of the contractor; premises owned, occupied or used by the contractor, or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers.
- b. The Contractor's insurance coverage shall be primary as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute to it. The amount and type of insurance coverage required by this contract shall not limit the scope of the indemnity provided by this contract.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or volunteers.
- d. Coverage shall state that the contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

- a. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by the contractor for the City.

3. All Coverages

- a. Each insurance policy required by this contract shall be endorsed to state the coverage shall not be suspended, voided, and/or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Other Insurance Requirements: Contractor shall:

1. Prior to commencement of services, furnish the City with certificates of insurance, in form and with insurers acceptable to the City which shall clearly evidence all insurance required in this contract and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage except on 30 days prior written notice to and approval by the City, and in accord with stated insurance requirements of this Request For Proposal. City shall not be obligated, however, to review same or to advise contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve contractor from, or be deemed waiver of City's right to insist on, strict fulfillment of contractor's obligations under this contract.
2. Provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.
3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
4. Maintain such insurance from the time services commence until services are completed. Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may at its sole option, terminate this contract effective on the date of such lapse of insurance.
5. Place such insurance with insurers and agents licensed and authorized to do business in Arizona and having a Best's rating of no less than A-VII.
6. Maintain such coverage continuously throughout the term of this contract and without lapse for a period of two years beyond the contract expiration, should any of the required insurance be provided under a claims-made form, to the extent that should occurrences during the contract term give rise to the claims made after expiration of the contract, such claims shall be covered by such claims-made policies. Such extension of coverage shall be evidenced by annual certificates of insurance.

Subcontractors and Sub-Subcontractors

Contractor shall include all subcontractors and sub-subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors and sub-subcontractors shall be subject to all of the requirements stated herein for the contractor.

Safety

The contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations set forth therein.

13. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

a. If intended for the City, to:

CITY OF TEMPE PROCUREMENT OFFICE
ATTN: TONY ALLEN
20 E. 6th Street (Second Floor)
PO Box 5002
Tempe, Arizona 85280

b. If intended for the contractor, to:

The contractor at the contractor's address
and the attention of the person named as
provided in the offer of this contract.

or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

14. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this document. The name of each offeror and the identity of the Request for Proposals for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request shall be shown only to City Personnel having a legitimate interest in the evaluation. "PRICES SHALL NOT BE READ". After contract award, the proposals and the evaluation documentation shall be open for public inspection.

15. **Proposal Evaluation:** In competitive Sealed Proposals, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City taking into consideration the evaluation factors set forth in the Request for Proposals. The City shall be the sole judge as to the acceptability of the products and/or services offered.

16. **Discussion with Responsible Offerors and Revisions to Proposal:** Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award. The City may ask to obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. The purposes of such discussions shall be to:

- A. Determine in greater detail such offeror's qualifications;
- B. Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternate methods of approach;
- C. Determine that the offeror will make available the necessary personnel and facilities to perform within the required time; and

- D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
17. **Key Personnel:** It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must agree to assign specific individuals to the key positions.
- A. The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- B. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace each person with personnel of substantially equal ability and qualifications.
18. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the negligent acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes, omissions, work, services, or professional services in the performance of this contract by Contractor or any employee of the Contractor, or any other person (not the City) for whose negligent acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.
19. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. Any City Proposal, contractor or subcontractor is to honor this requirement at all times and failure to honor this requirement will result in contract cancellation. This requirement also applies to persons who maintain a concealed weapon's permit. In addition to contract cancellation, anyone carrying a firearm or explosive device will be subject to police and legal action.

Scope

The City of Tempe is seeking proposals to establish a two-year contract for the purchase of gasoline, diesel, bio-diesel (future) and E85 Fuel (Future). Purchases will include both bulk deliveries to City of Tempe sites and fueling at vendor operated "card lock" sites. Any resultant contract shall be subject to renewal for subsequent periods as provided for within the Special Terms and Conditions of this Request of Proposal(RFP).

Successful contractor must guarantee a supply to the City of Tempe and maintain City bulk tanks at levels established by the City.

Proposal offerors are required to visit the job site prior to submitting Proposals. Failure to comply will render the proposal non-responsive.

Specifications

Gasoline fuel shall conform to the current ASTM D4814-07 Standard Specification for Automotive Spark-Ignition Engine Fuel Standard and any ASTM revision thereafter and shall have an AKI index of 87 (regular grade).

Diesel Fuel (ULSD) shall conform to the current ASTM D975-07a (2-D S15) Standard Specification for Diesel Fuel Oils and any ASTM revisions thereafter.

Bio Diesel Fuel (ULSD) shall conform to the current ASTM D6751 (B5 or B20) and any ASTM revisions thereafter.

E85 Fuel shall conform to the current ASTM D5798-99 (E85) Standard Specification for Fuel Ethanol for Automotive Spark-Ignition Engine and any ASTM revision thereafter.

Delivery and Pricing

Contract prices shall include all costs required to deliver and unload fuel into storage tank within the City.

City of Tempe bulk tanks are to be maintained at levels established by the City.

Proposal pricing shall not include taxes. However, collection and payment of all applicable taxes is the responsibility of the contracted vendor.

All prices offered shall be quoted in cents to four (4) decimal places.

Pricing shall be based upon OPIS (Oil Price Information Service) Rack Average for Phoenix, Arizona.

Prices shall increase and decrease in direct relation to OPIS data reported each Friday preceding the upcoming week of product delivery and shall be the base for pricing for the entire week.

Standby charges, at the rate of one hundred dollars (\$100) per hour, shall be allowed only if the delay is a direct cause of the City and a City employee has signed the delivery ticket to acknowledge all the standby charges.

Odometer Information

The City of Tempe requires, in addition to standard data (cardholder ID, vehicle ID, date, volume, type of fuel, etc), odometer data from Card Lock operations that are utilized. The data must be in a format compatible with our City MMC software and transmitted on a weekly basis.

Contact Bill Strout (480) 350-8806 with any technical questions about system interface.

Billing Information

To assist the City with the processing of payments, the following information must be provided on all packing slips, delivery documents, invoices, and billing statements:

- 1) Applicable Contract Number.
- 2) Quantity, Description, Price and applicable taxes in an Itemized format for items delivered.
- 3) Copy of each weekly OPIS Index for the billing period with an itemization of billing invoices directly related to the specific OPIS index report.

- 4) All other pertinent delivery and billing information.
- 5) Payments will be made from priced invoices only -- delivery tickets are not acceptable.

Billing report must be compatible with the City of Tempe system.

Contact Bill Strout (480) 350-8806 with any technical questions about system interface.

Requirements

Offsite Fueling at Commercial Location

Proposals for fueling of city vehicles at commercial locations must be submitted with detailed information on pricing, billing procedures, available methods for operators obtaining fuel (i.e. one card, two card, or cardless access), available fueling locations, availability of mileage and vehicle information, and possibility of interface with the City's maintenance information system (Control software M-4). The City of Tempe will require weekly data transmittals.

Sites offered must be capable of handling vehicles of 56,000 GVW and heights of 14' and have storage capacity to ensure fueling of approximately 1,500 gallons per day.

The City of Tempe is interested in the availability of statewide fueling, additionally, the City would prefer local sites within or in close proximity to the City of Tempe.

Purchases at Off Site Fueling locations must be limited to fuel only.

Proposals shall be submitted and included with this RFP.

Bull Deliveries

It is the desire of the City for the successful contractor to have the capability of delivering fuel at the Kiwanis Park Maintenance and East Valley Bus Operations and Maintenance Facility as a card lock operation. The City of Tempe will own the infrastructure; the contractor will be required to own and maintain the card lock readers and fuel in the tanks and only bill for fuel used. The system utilized must be capable of individually billing several customers and city departments who utilize these facilities.

All City owned fueling locations must be maintained at levels established by the City.

Value Added Proposals

Attach any supplemental proposals to this document to be considered for evaluation.

Delivery Locations

Location	Product	Tank Size Gallons	Annual Usage Gallons
Equipment Management 53 S Priest Rd	Diesel	500	6,000
	Unleaded	500	6000
FireStation No 1 145 E Apache Blvd	Diesel	1,000	8,000
FireStation No 2 302 S Hardy	Diesel	1,000	12,000
FireStation No 3 554 S McClintock	Diesel	1,000	10,000
Ken McDonald Golf Course 830 E Elliot Rd	Diesel	500	12,000
	Unleaded	500	8,000
Kiwanis Park Maintenance 6300 S. All American Way	Diesel	12,000	84,000
	Unleaded	12,000	60,000
Diablo Stadium 2200 W Alameda Dr	Diesel	500	3,000
	Unleaded	500	3,000
Rolling Hills Golf Course 1415 N Mill Ave	Diesel	500	3,000
	Unleaded	500	3,000
East Valley Bus Facility 2050 W Rio Salado Pkwy	Diesel	10,000	60,000
	Bio Diesel (future)	4,000	24,000
	Unleaded	12,000	200,000
	E-85 Fuel (future)	12,000	60,000

Proposal Questionnaire

The answers to the following questions will be used in the evaluation process.

I. Financial stability, sufficient equipment and sufficient supply of products.

1. What is the address of your local business office?

2502 N. BLACK CANYON Highway
PHOENIX, AZ. 85009

2. Who will be the contact assigned to the City of Tempe contract?

Name	Title	Phone Number
<u>SANDY SCHERWENKA</u>	<u>SALES MANAGER</u>	<u>602-477-3310</u>

3. List the major fuel suppliers that you intend to use to fulfill this contract (add pages is necessary).

WESTERN REFINING
CONOCO / PHILLIPS
BP

4. Can you provide the City a guaranteed supply of fuels and maintain tanks at levels established by the City?

Yes No

5. As a supplier, do you maintain your own supply of fuels of the type required to satisfy the needs of this Request for Proposal?

Yes No

6. If yes, please provide inventory volumes.

Diesel (U15)	<u>40-60 THOUSAND Barrels</u>
Bio Diesel (B5)	<u>AS NEEDED</u>
Bio Diesel (B20)	<u>AS NEEDED</u>
Unleaded	<u>40-60 THOUSAND Barrels</u>
E85 Fuel	<u>AS NEEDED</u>

7. How long has your firm been in business?

SINCE 1927 - SEE ATTACHMENT NO. 1

8. Provide a copy of your most current financial statement.

II. Personnel and equipment available to service contract

9. Do you own your own fuel transportation equipment?

Yes No

10. List composition of fleet on a separate page. SEE ATTACHMENT NO. 6

11. What is the size of your business staff?

Approximately 260 employees in ALIZONA

12. What is the size of your delivery staff?

IN PHOENIX - 64 DRIVERS, 3 DISPATCHERS, 2 ADMINISTRATIVE

13. Are you able to service a minimum tank size of 500 gallons?

Yes No

14. Do your drivers possess all necessary training for the Transportation of Hazardous Materials per DOT requirements?

Yes No

If NO, explain

15. Can you provide proof of training?

Yes No

If NO, explain

16. Give detailed information about your training programs (attach sheets if necessary)

SEE ATTACHMENT NO. 2
68 page manual available upon request.

17. Do all your drivers hold the proper licenses for class of vehicle operated with required endorsements?

Yes No

If NO, explain

18. What endorsements do you require?

TANK AND HAZARDOUS MATERIAL
CLASS A (CDL)

III. References

19. List three (3) local government and/or large business references to which you have supplied similar services.

Firm	Contact	Number
<u>CITY OF CHANDLER</u>	<u>MIKE MANDT</u>	<u>480-782-2400</u>
<u>CHANDLER UNIFIED SCHOOL DISTRICT #80</u>	<u>JEAN BORCHERT</u>	<u>480-812-7000</u>
<u>CITY OF MESA</u>	<u>BOB ATWOOD</u>	<u>480-644-3318</u>

IV. Off site Fueling

20. Can you provide the City of Tempe with off site fueling locations?

Yes No

21. Do you have state wide fueling facilities?

Yes No

22. Include complete details, location, products available. (Add pages if necessary)

SEE ATTACHMENT NO. 3.

23. Do you have off site fueling facilities in close proximity to the City of Tempe?

YES - SEE ATTACHMENT NO. 4.

24. Are your fueling locations capable of handling large vehicles with GVW's of 56,000 and heights of 14'?

Yes No

25. Do your sites have capacity to fuel several vehicles -- approximately 1,500 gallons per day?

Yes No

26. Are you able to supply vehicle identification information and mileage data on a weekly basis in a format compatible with the City of Tempe through your system?

Yes No

V. Cost

- 27. Complete the included price sheet.
- 28. Provide any value added proposals.

VI. Overall compliance with Proposal

29. Will you comply with all fuel specifications in this Proposal

Yes No

30. Will you comply with our billing requirements?

Yes No

31. Will diesel fuel be blended for climatic conditions?

Yes No

32. Will E85 Fuel be blended for climatic conditions?

Yes No

33. A delivery ticket which delineates the contractor's name, address, brand of fuel, and dip stick reading prior to unloading and following unloading shall be provided at the time of each delivery. Will you comply?

Yes No

34. In the event of a spill how will clean up be handled, eg, by employees of your firm, and outside agency of will the event be referred to your insurance company?

Each incident will dictate the appropriate response by any and/or all of the above.

35. Provide your procedures in the event of a spill. (attach sheets if necessary)

SEE ATTACHMENT NO. 5.

Evaluation

An evaluation committee composed of Public Works and Procurement staff will evaluate the proposal responses. The evaluation process will review based on the criteria below. The vendor receiving the highest cumulative score will be awarded the contract.

Award Criteria	Weight	X	Rating	=	Value
I. Firm Demonstrates financial stability, sufficient equipment and stable product supply.	5	x	_____	=	_____
II. Firm has necessary personnel and equipment available to service contract.	5	x	_____	=	_____
III. References.	4	x	_____	=	_____
IV. Firm has offsite fueling facilities adequately sized and located strategically.	5	x	_____	=	_____
V. Cost and any added value proposals.	4	x	_____	=	_____
VI. Conformity to specifications and requirements.	5	x	_____	=	_____
VII. Overall response to RFP.	3	x	_____	=	_____
			Total	=	_____

This proposal will be evaluated on a cumulative point system.

Scoring

Outstanding	7
Good	5
Average	3
Poor	1
Not Addressed or Unacceptable	0

RFP Checklist For Submittals

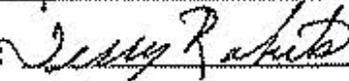
- One signed and complete original of the proposal response, including "Vendor's Proposal Offer" (Form 201-B)RFP)),
- Three (3) additional copies of Proposal included.
- Proposal Questionnaire has been completed and included.
- Off site Fueling Information included.
- Financial Statement Included.
- Price Information completed and included.
- Supplier List included.
- Documentation of required walk through included.
- Value added proposals included (if applicable).
- List detailing composition of fleet included.
- Any addendum(s) have been included.

**Documentation of City of Tempe Walk thru
08-073 Vehicle Fuel**

Proposal Offerors are required to visit the City owned fueling sites prior to submitting responses. Failure to comply will render the Response non-responsive. Contact Mr. Jay Taylor, (480) 350-8344, 9:00 A.M. to 3:00 P.M. Monday through Friday to arrange an appointment for on site job inspection.

Company: Western Refining

Printed Name: Terry Roberts

Representative Signature: 

Date of Tour: Oct 30, 2007

City of Tempe

Printed Name: Jay Taylor

Signature: 

It is the proposal offeror's responsibility to insure that this form, properly signed by both company representative and a City of Tempe employee, is returned with the RFP response.

Price Sheet Summary/Clarification

Pricing identified on page 29, Group I - Delivered Fuel, applies to tankwagon deliveries. The only locations capable of receiving full transport loads are Kiwanis Park and East Valley Bus facility. These locations are proposed as cardlock facilities with the fuel inventory owned by the vendor.

Pricing identified on page 29, Group II - Off Site Fueling applies to all cardlock fuel transactions, whether off site or at the Kiwanis or East Valley City facilities. Full transport deliveries to sites not operated as a cardlock would receive this pricing as well.

With reference to the price basis for the possible future consumption of E85 gasoline, there is no current OPIS basis for that product. The cost basis would be established at the time of implementation, based upon product cost to supplier at that time.

In both Group I and Group II, the weekly OPIS basis for all diesel, including biodiesel, is the weekly OPIS average for ULSD Distillate No. 2.

Prices are without tax; applicable taxes will apply.

Western Refining Wholesale, Inc. will accept payment by City Procurement Card.

Company Name: WESTERN REFINING Wholesale, Inc.

PRICE SHEET - SEE ATTACHMENT NO. 7

Volumes shown are estimates only - actual order volumes will vary.

OPIS pricing to be used will be Phoenix Rack Average.

Indicate whether a discount (indicated by a "-" preceding the number) or a premium (indicated by a "+" preceding the number) will be utilized in the category "Discount or adder to OPIS".

Delivery charges shall include all costs including pumping into overhead tanks where applicable.

Submit pricing (less taxes) in cents per gallon to 4 decimal places.

Collection and payment of all applicable taxes is the responsibility of the contracted vendor.

Group I - Delivered Fuel						
	Volume	OPIS Phoenix Rack Average	Discount or Premium to OPIS	Overhead	Total	Extended
Diesel (2-D S15)	192,000	\$ <u>weekly</u>	\$ +0.1600	\$	\$	\$
Biodiesel (B5)	12,000	\$ <u>weekly</u>	\$ +0.2400	\$	\$	\$
Biodiesel (B20)	12,000	\$ <u>weekly</u>	\$ +0.2400	\$	\$	\$
Unladen	280,000	\$ <u>weekly</u>	\$ +0.2200	\$	\$	\$
E85 Fuel	40,000	\$ <u>NA</u>	\$ +0.2200	\$	\$	\$
					Total	\$
Group II - Off Site Fueling						
	Volume	OPIS Phoenix Rack Average	Discount or Premium to OPIS	Overhead	Total	Extended
Diesel (2-D S15)	100,000	\$ <u>weekly</u>	\$ +0.0800	\$	\$	\$
Biodiesel (B5)	2,500	\$ <u>weekly</u>	\$ +0.1600	\$	\$	\$
Biodiesel (B20)	2,500	\$ <u>weekly</u>	\$ +0.1600	\$	\$	\$
Unladen	75,000	\$ <u>weekly</u>	\$ +0.0800	\$	\$	\$
E85 Fuel	20,000	\$ <u>NA</u>	\$ +0.0800	\$	\$	\$
					Total	\$
					Total for Group I & Group II	\$

* Applicable Tax _____ %

* State correct jurisdiction to receive sales tax on the Vendor's Proposal Offer, Form 201-B (RFP) included in this Request for Proposal.

Company Name: WESTERN REFINING Wholesale, INC.
PRICE SHEET

Les prompt payments discount terms of 0 % ___ days/ or Net 30 days. (To apply after receipt and acceptance of an itemized monthly statement.) For evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than 30 days from receipt of statement.

Ordering and Invoice Instructions

In order to facilitate internal control and accounting, each City Department will order and must be invoiced separately. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three - (3) and six - (6) ordering departments. At the time an order is placed, the contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

Statement mailing address: City of Tempe
Accounting (see below for your contact)
P.O. Box 5002
Tempe, Arizona 85280

Accounting Contacts:	Cecilia Miller	Letters A-C
	Ramona Zapien	Letters D-O
	Penny Brophy	Letters P-Z

(H:/IFB 3-2002)

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
 See Specific Instructions on page 2.

1. Name
WESTERN Refining Wholesale, Inc.
 Business name, if different from above

2. Check appropriate box: Individual/ Sole proprietor Corporation Partnership Other Exempt from backup withholding

3. Address (number, street, and apt. or suite no.)
2502 N. Black Canyon Highway

4. City, state, and ZIP code
Phoenix AZ 85009

5. Tax account number(s) (if any) (optional)

6. Requester's name and address (optional)

Part 1 Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part 1 instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: This account is in more than one name; see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
816101101914816

Part 2 Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross box item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person Date

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

COMPANY PROFILE

Western Refining, a publicly traded refining and marketing company, acquired Giant Industries Co. in May of 2007. Phoenix Fuel started as a private company in 1927, and was acquired by Giant Industries in 1997. Giant continued to operate the acquisition as Phoenix Fuel. Western Refining has changed the business name of Phoenix Fuel to Western Refining Wholesale, Inc.

The marketing and distribution of petroleum products and fuel has continued uninterrupted. All contractual agreements remain unchanged. All future agreements will be under Western Refining Wholesale, Inc.

Western Refining Wholesale, Inc. is one of the largest marketers and distributors of fuel and lubricants in the Southwest. Our ability to supply this contract is cemented by our own fuel storage in Phoenix, Tucson and other locations, as well as strong refining supply agreements, foremost is our own supply from the refineries of Western Refining, our parent company.

Bulk deliveries to customers are delivered by our extensive private fleet of vehicles, providing prompt and reliable response.

Our cardlock facilities are extensive, with locations close and strategic to City of Tempe operations. The ability to install and operate a cardlock fuel management system at City locations is immediate and comprehensive.

Western Refining Wholesale, Inc. is a leader in cardlock and fuel management solutions. Essential elements of this system are:

- 20+ locations in the Phoenix metropolitan area
- 50+ locations throughout Arizona
- 2000+ locations throughout the United States
- Sites are for commercial use only, capable of handling vehicles from light class to 56,000 GVW and heights of 14 feet.
- Options for obtaining fuel only are: one card, two card, multi-pin cards and for specific sites only, the cardless system.
- Card security – gallon limits, profiles (time of day, day of week and transactions per day) also product specifications.

- Video Surveillance at selected locations (see visor cards for locations).
- Detailed invoice either bi-weekly/weekly includes date, time, site location, vehicle number, odometer, mpg, quantity and unit pricing with itemized taxes by card.
- Custom invoices with detailed pricing information.

Western Refining Wholesale can provide weekly detailed reports to interface with the City's maintenance information system (M-4) along with e-mail notifications to view invoices online.

Western Refining Wholesale will provide a detailed invoice which will include the following information:

- Card holder ID
- Transactions (Date, Time, Product, Locations, Quantity and Odometer)
- Authorizations
- Cards
- Account summaries

Western Refining Inc

3455 SOUTH RICHEY BLVD.
TUCSON, ARIZONA
85713

ATTACHMENT NO. 2

November 6, 2007

Dear Sir or Madam:

Phoenix Fuel Company provides M.S.H.A., O.S.H.A, D.O.T. Hazardous Material H.M 126 – F, training and specific petroleum transportation training to all employees in safety sensitive positions in order to stay in compliance with state and federal requirements.

Sincerely,

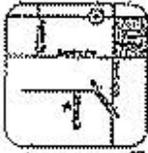
Tony Smith
Safety Manager
Western Refining Wholesale

QUICK REFERENCE GUIDE

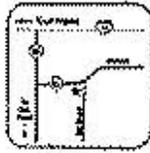
For More Locations: 1-800-441-5823

Surveillance Camera Sites

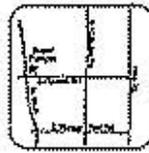
PHOENIX METRO



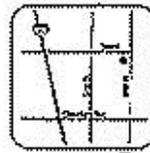
Phoenix, AZ
5702 S. Delaware Drive
(All Products)



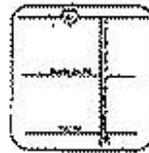
Phoenix, AZ
47th St & 1st Ave
(All Products)



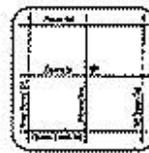
Phoenix, AZ
47th St & 1st Ave
(All Products)



Phoenix, AZ
47th St & 1st Ave
(All Products)

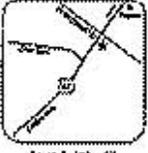


Phoenix, AZ
47th St & 1st Ave
(All Products)

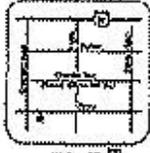


Phoenix, AZ
47th St & 1st Ave
(All Products)

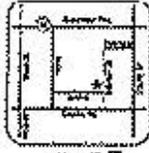
PHOENIX METRO



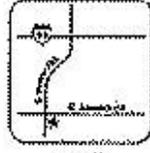
Phoenix, AZ
47th St & 1st Ave
(All Products)



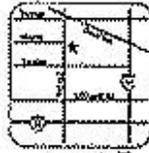
Phoenix, AZ
47th St & 1st Ave
(All Products)



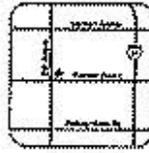
Phoenix, AZ
47th St & 1st Ave
(All Products)



Phoenix, AZ
47th St & 1st Ave
(All Products)

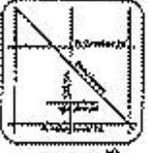


Phoenix, AZ
47th St & 1st Ave
(All Products)

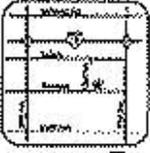


Phoenix, AZ
47th St & 1st Ave
(All Products)

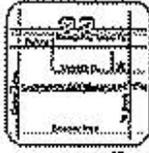
TUCSON METRO



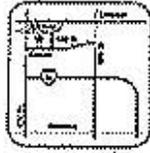
Tucson, AZ
47th St & 1st Ave
(All Products)



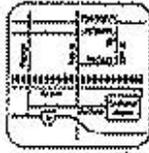
Tucson, AZ
47th St & 1st Ave
(All Products)



Tucson, AZ
47th St & 1st Ave
(All Products)



Tucson, AZ
47th St & 1st Ave
(All Products)

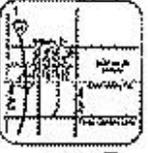


Tucson, AZ
47th St & 1st Ave
(All Products)

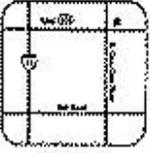


Tucson, AZ
47th St & 1st Ave
(All Products)

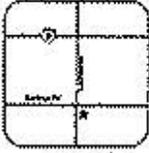
OUTLYING ARIZONA



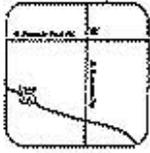
Tucson, AZ
47th St & 1st Ave
(All Products)



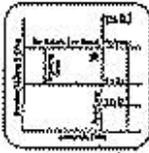
Tucson, AZ
47th St & 1st Ave
(All Products)



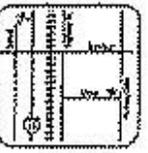
Tucson, AZ
47th St & 1st Ave
(All Products)



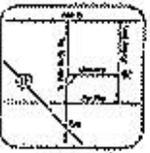
Tucson, AZ
47th St & 1st Ave
(All Products)



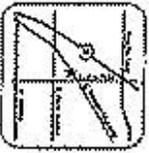
Tucson, AZ
47th St & 1st Ave
(All Products)



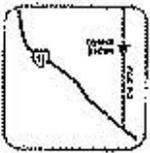
Tucson, AZ
47th St & 1st Ave
(All Products)



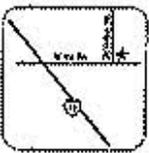
Tucson, AZ
47th St & 1st Ave
(All Products)



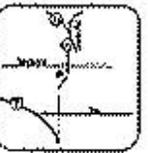
Tucson, AZ
47th St & 1st Ave
(All Products)



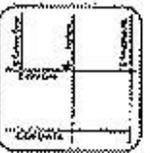
Tucson, AZ
47th St & 1st Ave
(All Products)



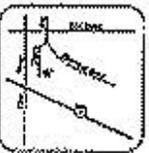
Tucson, AZ
47th St & 1st Ave
(All Products)



Tucson, AZ
47th St & 1st Ave
(All Products)



Tucson, AZ
47th St & 1st Ave
(All Products)



Tucson, AZ
47th St & 1st Ave
(All Products)

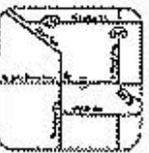
ATTACHMENT NO 3
(102)



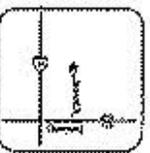
Tucson, AZ
47th St & 1st Ave
(All Products)



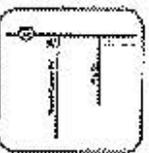
Tucson, AZ
47th St & 1st Ave
(All Products)



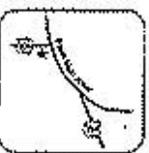
Tucson, AZ
47th St & 1st Ave
(All Products)



Tucson, AZ
47th St & 1st Ave
(All Products)



Tucson, AZ
47th St & 1st Ave
(All Products)



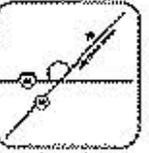
Tucson, AZ
47th St & 1st Ave
(All Products)



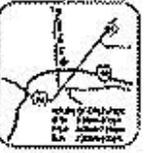
Tucson, AZ
47th St & 1st Ave
(All Products)



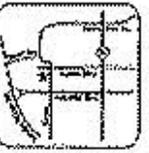
Tucson, AZ
47th St & 1st Ave
(All Products)



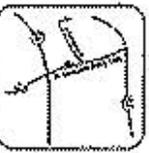
Tucson, AZ
47th St & 1st Ave
(All Products)



Tucson, AZ
47th St & 1st Ave
(All Products)

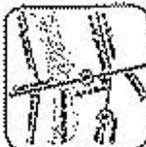


Tucson, AZ
47th St & 1st Ave
(All Products)

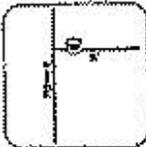


Tucson, AZ
47th St & 1st Ave
(All Products)

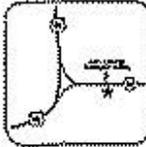
OUTLYING ARIZONA



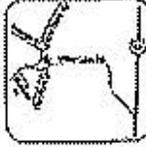
Park, AZ
531 Collins Ave.
(1/2 Project)



Puyai, AZ
214 E 3rd Hwy
(1/2 Project)



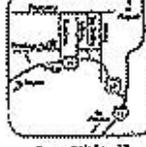
Phoenix, AZ
155 East Valley Rd
(1/2 Project)



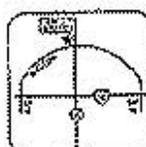
Prescott, AZ
2171 W. Wilson Creek Rd.
(1/2 Project)



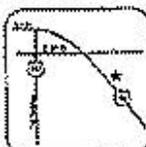
Prescott Valley, AZ
6450 N. Yermoland Cir.
(1/2, 2/2, 3/2, & 4/2 Project)



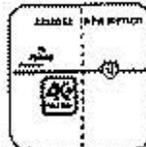
Prescott Valley, AZ
7000 E. Hwy 69
(1/2 Project)



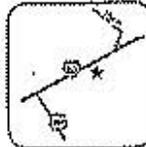
Quartzsite, AZ
Business 10/2720 E. Hwy 95
(1/2 Project)



Safford, AZ
1000 E. Highway 70
(1/2 Project & 1/2 Project)



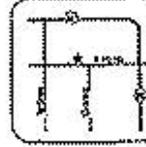
San Silvestre, AZ
24 Yucca St.
(1/2 Project)



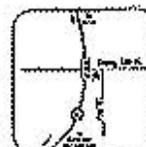
Show Low, AZ
1101 E. Deane Ct.
(1/2 Project)



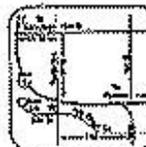
Show Low, AZ
4791 S. White Mountain
(1/2 Project)



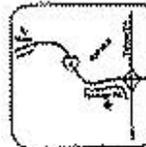
Terra Vista, AZ
2032 E. 4th St.
(1/2 Project)



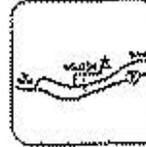
Tropicana, AZ
1320 S. Pinal Rd.
(1/2, 1/2, & 1/2 Project)



Yuma, AZ
21st St. & Pacific Ave.
(1/2, 1/2, & 1/2 Project)



Yuma, AZ
1444 S. 2nd St.
(1/2 Project)



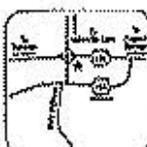
Yuma, AZ
2956 W. 1st Ave.
(1/2 Project)

OUTLYING ARIZONA

ATTACHMENT NO. 3
(2022)

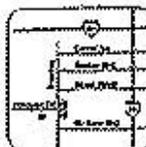
OTHER QUICK REFERENCE

Colorado

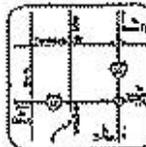


Fort Collins, CO
2000 E. Adams Blvd.
(1/2 Project)

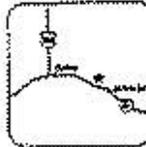
New Mexico



Albuquerque, NM
1200 Highway 57.
(1/2, 1/2, & 1/2 Project)

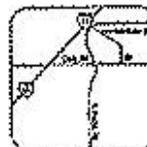


Albuquerque, NM
501 Chandler St.
(1/2 Project)



Springdale, NM
100 E. 2nd St.
(1/2 Project)

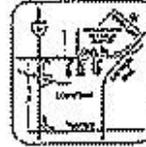
Nevada



Las Vegas, NV
6000 S. Las Vegas Blvd.
(1/2 Project)



Las Vegas, NV
3035 Las Vegas Blvd.
(1/2, 1/2, & 1/2 Project)



Las Vegas, NV
4155 N. Durango Ave.
(1/2 Project)



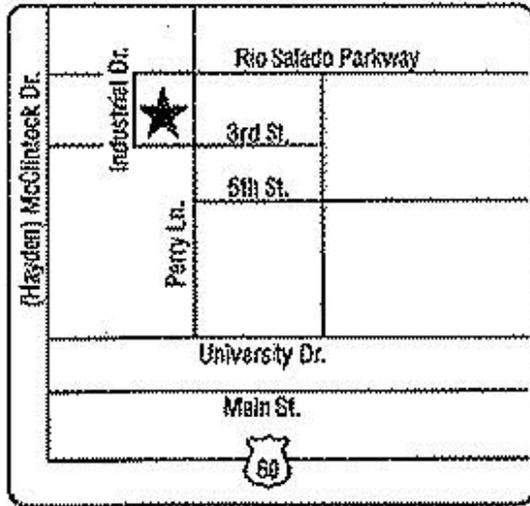
Las Vegas, NV
2615 S. Flamingo Ave.
(1/2 Project)

Texas



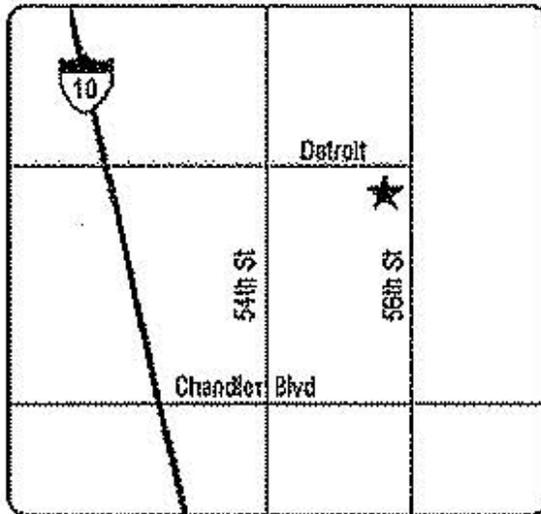
El Paso, TX
6425 - 6750 Durango Blvd.
(1/2 Project)

ATTACHMENT NO. 4



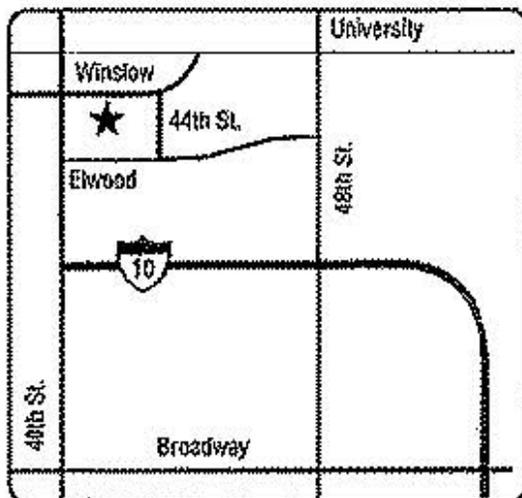
Site Number:	827
Site Name:	TEMPE - AZ
Address:	106 S. PERRY LANE
	TEMPE

All Products



Site Number:	828
Site Name:	CHANDLER - AZ
Address:	56TH & ERIE STREET
	CHANDLER

All Products



Site Number:	310
Site Name:	PHOENIX - AZ
Address:	44TH E. WINSLOW ST
	PHOENIX

All Products

ATTACHMENT NO. 5



Western Refining Wholesale Division

EMERGENCY RESPONSE MANUAL

Manual is on File

TONY SMITH, SAFETY MANAGER
Western Refining
PO BOX 6176
PHOENIX AZ 85005

August 1, 2004

Fleet Composition

Phoenix local:

- 32 Tractors
- 34 Bulk Petroleum Product Trailers

Statewide:

- 65 Tractors
- 70 Bulk Petroleum Product Trailers

