TARRANT COUNTY
PURCHASING DEPARTMENT

JACK BEACHAM, C.P.M.
PURCHASING AGENT

ROB COX, C.P.M., A.P.P.
ASSISTANT PURCHASING AGENT

ORIGINAL

February 23, 2010

ADDENDUM #1

BID NO. 2010-046

ANNUAL CONTRACT FOR FUELS

BIDS DUE MARCH 8, 2010

1. Changes/Additions:

A. Discard page 16 of the original specification, see page 2 – 9 of addendum 1 for revised information.

B. Discard page 20 of the original specification and replace with the revised page 20, and the Attachment on page 10 of addendum 1.

C. Discard pages 3, 7, 18, 19, 21, 31 of the original specification package and replace with the revised pages, and add page 32 to the original specification package. **Changes are highlighted**.

This addendum must be signed and returned with your bid.

NAME AND ADDRESS OF COMPANY:

Martin Eagle Oil Company, Inc.
2700 James Street
Denton, Texas 76205

AUTHORIZED REPRESENTATIVE:

Signature Phillip Childers III
Name Phillip Childers III
Title Vice President Sales
Tel. No. 800-316-6148
Fax No. 940-382-9342
p.childers@martineagle.com
www.martineagle.com

TARRANT COUNTY
PURCHASING DEPARTMENT

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ORIGINAL

ROB COX, C.P.M., A.P.P.
ASSISTANT PURCHASING AGENT

March 1, 2010

Addendum #2

BID NO. 2010-046

ANNUAL CONTRACT FOR FUELS

BIDS DUE MARCH 15, 2010

1. Questions and Responses:

A. Questions received by the deadline and Tarrant County responses are included in the following page(s) of this addendum.

2. Changes:

A. The due date for this Bid has been changed to March 15, 2010 at 2:00 p.m.

This addendum must be signed and returned with your bid.

NAME AND ADDRESS OF COMPANY:

Martin Eagle Oil Co., Inc.
2700 James Street
Denton, Texas 76205

AUTHORIZED REPRESENTATIVE:

Signature Phillip Childers III
Name Phillip Childers III
Title VP Sales
Tel. No. 800-316-6148

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www.martineagle.com (WEB PAGE)

SPECIAL TERMS AND CONDITIONS

Tarrant County has the lead role in developing and encouraging Cooperative Purchasing efforts among the governmental entities that are listed on the next page; therefore it would be in the vendor's best interest to help Tarrant County facilitate this cooperative effort. **A "NO" answer could result in complete rejection of bid.**

Should other Governmental Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

__xx__ Yes _____ No

If you, the Bidder, checked yes, the following will apply:

Governmental Entities utilizing Inter-Governmental Contracts with Tarrant County will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than Tarrant County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Tarrant County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/services as needed.

Delivery to governmental entities located within Tarrant, Dallas, Denton and Collin County's will be at no charge or as otherwise provided for in the Award Document. Delivery charges, if any, for governmental entities located outside of this four (4) County Area shall be negotiated between the successful bidder and each governmental entity.

Vendor(s) awarded contract(s) resulting from Request for Bid (RFB) shall be responsible for providing to Tarrant County, at no additional charge, a complete list of all governmental entities currently utilizing the contract and their annual expenditures. This information shall be provided ninety days prior to the expiration of the contract, or as otherwise requested by Tarrant County. Failure to provide the requested information when requested could delay the renewal process.

SECONDARY/ALTERNATE AWARD:

Secondary or alternate vendors serve in a back up capacity only. In the event the primary is unable to honor the terms and conditions of the contract, the secondary vendor may be called. If the secondary vendor is unable to honor the terms and conditions of the contract the alternate may be called. The primary vendor is the first contact. Use of the secondary or alternate must be approved, in writing, by the Tarrant County Purchasing Agent or his designee.

In the event the secondary or alternate vendors are called upon, they will offer the goods and services at the bid prices, or better. Any attempt to increase the original bid price may be cause to remove the vendor from the contract.

If the secondary or alternate vendor represents themselves as the primary vendor without written authorization from the Tarrant County Purchasing Agent, or his designee, the secondary or alternate vendor may be removed from the contract. Would you, the Bidder, be willing to accept a secondary/alternate award based on the above?

__xx__ Yes _____ No

XIII. Payment Terms: Payment terms will be net 30 days from receipt of invoice. A discount may be offered for payments made on or before 30 days from receipt of invoice.

XIV. Federal Excise Tax: Tarrant County and any other Governmental Entity that fall into these guidelines, in accordance with IRS notice 88-30, is exempt from paying a federal excise tax on diesel fuel. Tarrant County and any other Governmental Entity if applicable will sign a certificate of exemption, to be maintained on file with the successful bidder for the duration of the agreement.

XV. Tarrant County and participating Governmental Entities shall be responsible for obtaining and maintaining a subscription to OPIS in order to confirm pricing.

XVI. The Bid Proposal Form lists the fuels most widely used. Vendors should include with their bid a list of other fuels with size combinations and a plus/minus differential based on the Dallas Metro, Texas OPIS (Rack Average) Petrostat net price sent at 10:00 a.m. EST for the date the fuel is delivered for gasoline, diesel and biodiesel. This will give Tarrant County and other Governmental Entities the ability to purchase any fuels the vendor might have to offer. Other types of fuels that are not listed on OPIS, i.e. propane could be include but must reference an industry standard bases for pricing and the particulars of how the pricing would work, i.e. price based on Mont Belvieu Texas Average Posting Net Price per gallon published weekly in Butane-Propane News Magazine. Pricing by load size. Tarrant County or the using Governmental Entity must be able to confirm the pricing based on the method/source vendor provides. Vendor may also submit any additional discounts that could be applied for any fuel purchase.

Tarrant County desires the successful vendor to be able to provide this service to other Governmental Entities within the State of Texas besides the DFW area. If you send with your bid pricing based on OPIS by fuel type and load size, for other Texas areas located within the State of Texas and cannot use those geographic areas that work specifically with OPIS the pricing could be based on your area and you are asked to include pricing adjustments for governmental entities that may need to utilize vendor that are located outside the DFW area and other areas provided by your vendor. The OPIS differential should not include delivery for entities located outside the DFW Metro. Delivery costs will be negotiated between the successful vendor and the governmental entity. This shall apply to entities located outside of the DFW area within the State of Texas.

List any exceptions to these specifications. Failure on the part of the bidder to comply with any and all requirements or conditions of this specification will subject vendors bid to being rejected. No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated as a part of the bid. Any exception MUST be specifically stated by bidder as an exception and a detailed statement completely defining exception or exceptions MUST accompany bid.

Please reference the Addendum to the Tarrant bid that is attached.

ORIGINAL

ANNUAL CONTRACT FOR FUELS

VENDOR REFERENCES

Please list three (3) references, **other than Tarrant County**, who can verify your performance as a vendor. Performance includes but shall not be limited to, sales and/or service, delivery, invoicing, and other items as may be required for Tarrant County to determine your firm's ability to provide the intended goods or service of this bid. The County prefers references to be from customers for whom your firm has provided the same items (sales and/or services) as those specified in this bid. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your bid.

REFERENCE ONE

GOVERNMENT/COMPANY NAME: City of Fort Worth 76102
ADDRESS: 1000 Throckmorton Fort Worth, Texas
CONTACT PERSON AND TITLE: Kevin Karle, Senior Buyer
TELEPHONE NUMBER: 817-392-8356
E-MAIL ADDRESS: kevin.karle@fortworthgov.org
SCOPE OF WORK: two contracts, Diesel and Gasoline. Supplied and transported fuels
CONTRACT PERIOD: 2004-2008 2008-Present

REFERENCE TWO

GOVERNMENT/COMPANY NAME: Dallas County
ADDRESS: 509 Main Street, 6th Floor, Room 623, Dallas, Texas 75202
CONTACT PERSON AND TITLE: Gloria McCulloch-Webb, Purchasing
TELEPHONE NUMBER: 214-653-7449
E-MAIL ADDRESS: gwebb@dallascounty.org
SCOPE OF WORK: Provide Fuel products and transport and additives County requires
CONTRACT PERIOD: 2005-Present

REFERENCE THREE

GOVERNMENT/COMPANY NAME: Collin County
ADDRESS: 200 S McDonald street, Suite 230, McKinney Texas 75069
CONTACT PERSON AND TITLE: Wayne R Valdepena
TELEPHONE NUMBER: 972-442-4124
E-MAIL ADDRESS: wvaldepena@co.collin.tx.us
SCOPE OF WORK: fuel supply and transport
CONTRACT PERIOD: 2000-present

THE ORIGINAL AND ONE (1) COPY OF THIS FORM MUST BE RETURNED WITH BID!

ORIGINAL

ANNUAL CONTRACT FOR FUELS

BID PROPOSAL SIGNATURE FORM

The undersigned agrees this bid becomes the property of Tarrant County after the official opening.

The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid Proposal will be sixty (60) calendar days unless a different period is noted by the bidder.

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of Tarrant County, and that the contents of this bid have not been communicated to any other bidder or to any employee of Tarrant County prior to the official opening of this bid.

Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this bid package.

NAME AND ADDRESS OF COMPANY:

Martin Eagle Oil Company, Inc.
2700 James Street
Denton
Texas 76205
Tel. No. 800-316-6148
E-Mail Address: p.childers@martineagle.com

AUTHORIZED REPRESENTATIVE:

Signature Phillip Childers III
Date 02-17-2010
Name Phillip Childers III
Title Vice President Sales
FAX No. 940-382-9342

AFTER HOURS EMERGENCY CONTACT:

Name: Phillip Childers III
Tel. No. 817-239-9973 Cell

COMPANY IS:

Business included in a Corporate Income Tax Return? _____YES XX NO

XX Corporation organized & existing under the laws of the State of Texas

_____Partnership consisting of _____

_____Individual trading as _____

_____Principal offices are in the city of _____

THIS FORM MUST BE SIGNED AND THE ORIGINAL AND ONE (1) COPY RETURNED WITH BID.

ORIGINAL

ANNUAL CONTRACT FOR FUELS

CERTIFICATION OF ELIGIBILITY
(This provision applies if the anticipated contract exceeds $25,000)

By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the Tarrant County Purchasing Agent. Failure to do so may result in terminating this contract for default.

Phillip Childers III

Authorized Signature

ANNUAL CONTRACT FOR FUELS

ORIGINAL

BID FORMS/DOCUMENTS CHECKLIST

✓Indicates Compliance	**A check mark (✓) in the space provided indicates these forms/documents have been completed and are included in your bid package. The original and one (1) copy of all forms/documents should be submitted. Failure to check all items could result in rejection of the entire bid. All deviations from specifications must be documented separately and included with bid package.**
XX	1. **Vendor References.** Bidder has provided three (3) references, **other than Tarrant County.** References must be able to verify the quality of service your company provides and that your company has completed a project of similar size and scope of work to this bid.
XX	2. **Signatures.** All forms requiring a signature must be signed. Bids not signed will not be considered for award.
XX	3. **Bid Proposal Forms.** All sections of Bid Proposal Forms have been completed.
XX	4. **Insurance Certificates (If required).** Bidders must submit all Insurance Certificates with bid. If no insurance requirements specified, mark N/A.
XX	5. **Addenda.** When applicable, Bidder acknowledges receipt of all addenda and has included the signed Addenda cover pages and any revised Bid Forms in their bid package.
XX	6. Failure to provide signatures, where required and/or submission of required forms, including but not limited to the Bid Proposal Signature Form, References, Bid Forms/Documents Checklist, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire bid.
XX	7. **Accuracy for all mathematical and number entries is the sole responsibility of the bidder.** Tarrant County will not be responsible for errors made by the bidder.
XX	8. Bidder's company is registered on TVORS (Tarrant On-Line Vendor Registration System)
XX	9. Failure to comply with the requirements set forth in this Request for Bid may result in rejection of bid and/or cancellation of contract after award.

THE ORIGINAL AND ONE (1) COPY OF THIS FORM MUST BE RETURNED WITH BID!

ORIGINAL

ANNUAL CONTRACT FOR FUELS

BID PROPOSALS

Martin Eagle Oil Company, 2700 James Street, Denton,Texas 76205

Item No.	Description	Est. Usage	Plus or Minus Differential (MUST be four(4) Digits, i.e., $0.0000	Spell Plus or Minus	Total Bid Amount
1.	Reformulated Unleaded Regular Gasoline Transport Load (7,500 gallons or more)	863,500	$ 0.0342	minus	$(-) 29531.70
2.	Reformulated Unleaded Regular Gasoline Short Transport Load (4,000 gallons to 7,499 gallons)	1,515,000	$ 0.0242	minus	$(-) 36663.00
3.	Reformulated Unleaded Regular Gasoline Tank Wagon Load (3,999 gallons or less)	259,100	$ 0.0142	minus	$(-) 3679.22
4.	E-85 Ethanold Short Transport Load (4,000 gallons to 7,499 gallons)	8,000	** $ 0.0825 See Addendum OPIS Reference **	plus	$(+) 660.00
5.	E-85 Ethanol Tank Wagon Load (3,999 gallons or less)	2,000	** $ 0.1325 See addendum OPIS Reference**	plus	$(+) 265.00
6.	No. 2 ULSD TxLED Diesel Transport Load (7,500 gallons or more)	514,100	$ 0.0093	plus	$(+) 4781.13
7.	No. 2 ULSD TxLED Diesel Short Transport Load, 4,000 gallons to 7,499 gallons)	856,900	$ 0.0193	plus	$(+) 16538.17
8.	No. 2 ULSD TxLED Diesel Tank Wagon Load (3,999 gallons or less)	[illegible]	$ 0.0493	plus	$(+) 16903.49
9.	Red-Dyed Diesel Short Transport Load (4,000 gallons to 7,499 gallons)	133,429	** $ 0.0243	plus	$(+) 3242.33

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BID PROPOSALS

Martin Eagle Oil Company,Inc., 2700 James Street, Denton,Texas 76205

Item No.	Description	Est. Usage	Plus or Minus Differential (MUST be four(4) Digits, i.e., $0.0000	Spell Plus or Minus	Total Bid Amount
10.	Red-Dyed Diesel Tank Wagon Load (3,999 gallons or less)	25,000	** $ 0.0543 See Addendum on OPIS Reference**	plus	$(+) 1357.50
11.	Bio Diesel, B-5, approved ASTM D6751 Standard. Short Transport Load, (4,000 gallons to 7,4999 gallons)	55,500	** $ 0.0521 See Addendum on OPIS Reference**	minus	$(-) 2891.55
12.	Bio Diesel, B-20, approved ASTM D6751 Standard. Transport Load (7,500 gallons or more)	770,000	** $ 0.2021 See Addendum on OPIS Reference	minus	$(-) 155617.00
13.	Bio Diesel, B-20, approved ASTM D6751 Standard. Short Transport Load (4,000 gallons to 7,499 gallons)	56,730	** $0.1921 See Addendum on Reference **	minus	$(-) 10897.83

Note:No after market fuel additives or agents that destroy fungus and/or bacteria are included in any fuel price or +/- margin These products will be referenced on an attachment from any other cost.

Note: There is an attachment with all margin +/- listed for all products offered by Martin Eagle Oil.

(MINUS)

TOTAL AMOUNT OF BID: $(-)195532.68