

RFP-24-284 Offsite Fuel Card Services

Department Contact: Joe Lopez / Joseph.Lopez@YumaAz.gov

Buyer: Jimmy Sanchez / Jimmy.Sanchez@YumaAz.gov

Contract Term: July 23, 2024 through July 22, 2025

Qualified Vendor

McNeece Bros. Oil Co., Inc.

Vendor # 2900

Patrick McNeece

Patrick@McNeeceBros.com

(928) 782-6543

Physical address: 240 E Wellington

Yuma, Az 85364

Mailing Address: PO Box 128

Yuma, Az 85366-0128

Summary of Services: McNeece Bros. Oil Co., Inc. is to provide the City with Offsite Fuel Card Services in accordance with and as may be regulated by current federal, state and local laws and regulations. McNeece Bros. Oil Co., Inc. must demonstrate that they have the necessary facilities, experience, personnel, and financial resources to meet service requirements.

McNeece Bros. Oil Co., Inc. is to operate 24 hours a day, 7 days a week, 365 days per year, unattended fueling sites designed for commercial fleet vehicles with excellent accessibility for larger commercial trucks more convenient and efficient service. These services are imperative in maintaining the City's fleet operations for its motorized vehicles and equipment.

Background: The City of Yuma is a municipality comprised of fourteen departments. The City's fleet operations are maintained through the Public Works / Fleet Services Division. The City's fleet is comprised of approximately 525 units of rolling stock (motorized vehicles and equipment) running on gasoline and diesel fuels.

City of Yuma
Offsite Fuel Card Services
RFP-24-284

City of Yuma Buyer: Jimmy Sanchez 928-373-5110
Jimmy.Sanchez@Yumaaz.gov
City POC: Joe Lopez 928-373-4500
Joseph.Lopez@Yumaaz.gov

Vendor #2900
McNeece
240 Wellington St
Yuma, AZ

Patrick McNeece
928-782-6543
patrick@mcneecebro.com

Contract Expires July 23, 2029

ITEM NO.	FUEL GRADE	MARK UP (Per Gal)
1	Unleaded Fuel 87 Octane	\$0.25
2	Unleaded Fuel 88-90 Octane	\$0.25
3	Diesel Fuel	\$0.25

INVOICING:

In order to receive prompt payment for goods or services to the City of Yuma, the vendor is required to submit an invoice to City of Yuma Finance Department/Accounting Division, One City Plaza, Yuma, Arizona 85364-1436 or email Payables@YumaAz.gov to as indicated in the solicitation. Invoices must show:

1. City Contract (Bid) RFP-24-284
2. Complete descriptions of the goods or services furnished
3. Quantity
4. Unit prices and extensions
5. All applicable taxes
6. Name of department/division to which shipment was made
7. In addition, the invoice should include the vendor's invoice number and contact
8. City Staff person's name that placed the order



Offer and Acceptance

To the City of Yuma: The undersigned Contractor hereby offers and agrees to furnish the goods and/or services in compliance with this Contract, as the term Contract is defined in this document.

By signing and submitting this Offer, Contractor certifies and warrants that Contractor: has read, understands and agrees to comply with the Contract as defined here, Contractor is qualified to perform all Services required herein; has no known, undisclosed conflict of interest; has not made an offer of any gift(s), payment(s) or other consideration to any City employee, elected official who has or may have had a role in the procurement process for this Contract; pursuant to A.R.S. § 41-4401, Contractor and its subcontractors will comply with all immigration laws and regulations that relate to its employees and A.R.S. § 23-214; and the signatory is an officer or duly authorized agent of the Contractor with full power and authority to submit binding offers for the goods and/or services as specified herein.

AZ Transaction Privilege Tax License # (if applicable)	14010189
Arizona Contractor License # (if applicable)	
Arizona Registrant License # (if applicable)	
City of Yuma Business License #	WLSL-040164-07-2023
Company Name	McNeece Bros. Oil Co., Inc.
Address	P.O. Box 128
City, State, ZIP	Yuma, AZ 85366-0128
Telephone	760-222-8038
Email Address	patrick@mcneecbros.com
Contact Person Authorized to Sign	Patrick McNeece
Title of Authorized to Sign	GM
Date	5-15-24
Signature	Patrick McNeece

ACCEPTANCE OF OFFER – CITY OF YUMA

Contractor's Offer is hereby accepted and a Contract awarded by the City. Contractor is now bound to provide the goods and/or services as specified in the Scope of Work in this Contract. Contractor shall not start any billable work or provide any material/services until the Contractor receives an executed Purchase Order or written Notice to Proceed.

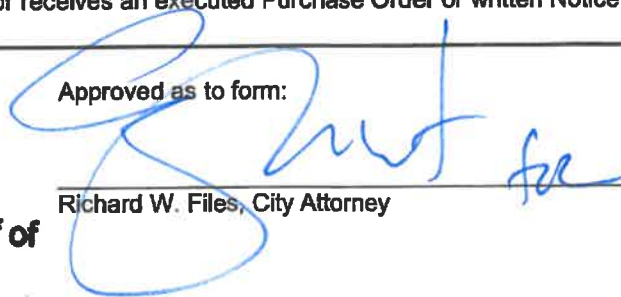

Acting City Administrator, John D. Simonton

Approved as to form:

Attested by:


Lynda L. Bushong, City Clerk

On Behalf of


Richard W. Files, City Attorney

Effective Date: 07/23/2024



**OFFSITE FUEL CARD SERVICES CONTRACT
BETWEEN
THE CITY OF YUMA
AND
McNEECE BROS. OIL Co., INC.**

This Contract ("Agreement") is entered into as of the Effective Date set forth in the executed Offer and Acceptance Form between the City of Yuma, an Arizona municipal corporation, ("the City") and McNeece Bros. Oil Co., Inc, (the "Contractor"). The City and the Contractor are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

- A. The City issued a Request for Proposals, RFP-24-284 Offsite Fuel Card Services (the "RFP"), a copy of which is on file in the City Clerk's Office and incorporated by reference.
- B. The Contractor responded to the City by submitting a proposal (the "Proposal"), attached as Exhibit A and incorporated by reference, and the City desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

In consideration of the above recitals, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and the Contractor agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the Effective Date set forth in the Offer and Acceptance Form fully executed by both Parties. The Agreement term is for a one-year term with the option to renew for four additional one-year periods, one period at a time, depending on the appropriation of funds and satisfactory performance.
2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached as Exhibit B and incorporated by reference.
3. Compensation. The City shall pay Contractor as an amount not to exceed the agreed amount for Services (as described in the Scope of Work), set forth in the Fee Proposal, dated May 21 2024, attached as Exhibit C and incorporated by reference.
4. Payments. The City shall pay the Contractor monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
5. Documents. All documents, including any intellectual property rights, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.
6. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.



7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Contractor shall maintain current federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, Contractor's employees, or subContractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

9. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each City Council member, officer, director, employee or agent thereof (the City and any such person shall be deemed an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including, but not limited to, reasonable Contractors' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the intentional, reckless, or negligent acts, misconduct, errors, directives, mistakes or omissions in connection with the work or services of the Contractor, Contractor's officers, employees, agents, or any tier of subContractor or person attributable to Contractor in the performance of this Agreement.

10. Termination; Cancellation.

10.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

10.2 For Cause.

If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within thirty (30) days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to the non-defaulting Party at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that the default cannot reasonably be cured within thirty (30) days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (A) provides written notice to the non-defaulting Party and (B) commences to cure the nonperformance and diligently continues to completion the cure of the nonperformance. In no event shall any such cure period exceed ninety (90) days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of Contractor's fee due as of the termination date.

10.3 Due to Work Stoppage. This Agreement may be terminated by the City upon thirty (30) days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of Contractor's fee due as of the termination date.

10.4 Conflict of Interest. . This Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of City's departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of City's departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee



of any other Party to the Agreement in any capacity or a Contractor to any other Party of the Agreement with respect to the subject matter of the Agreement.

10.5 **Gratuities.** The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

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

11. Before the commencement of any services, the Contractor must provide the City **with certificates of insurance and formal endorsements** identifying this Agreement by the City's contract number and name. All required insurance policies, except Workers' Compensation and Professional Liability must name the City, and City's employees, as Additional Insured with endorsement. Workers' Compensation and Professional Liability insurance must contain an endorsement waiving subrogation and Contractor must waive subrogation against the City. All insurance policies are subject to approval by the City. All policies, except Workers' Compensation and Professional Liability, must include an endorsement providing that such insurance under Contractor's policy is primary insurance and that any other insurance maintained by the City is excess and noncontributing with the insurance required under this section. Policies must be written on a per occurrence basis. The Contractor must give the City 30 days written notice before canceling, terminating, or altering any policy. The Contractor's failure to furnish evidence of insurance will be considered a breach.

The Certificate Holder must be named as follows: **City of Yuma, Yuma, Arizona**

All certificates are to be sent to: purchasingweb@yumaaz.gov

- A. The Contractor must carry **Worker's Compensation Insurance** to cover obligations imposed by federal and state statutes having jurisdiction of employees engaged in the performance of the work or services, and Employer's Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease for each employee, and \$500,000.00 disease policy limit. The policy must contain a waiver of subrogation by the insurance carrier. Contractor must also waive subrogation.



The Contractor must require sub-Contractor(s) to provide Worker's Compensation and Employer's Liability with at least as much coverage as that provided by the Contractor.

- B. The Contractor⁶ must carry **Commercial/Business Automobile Liability** with a combined single limit for bodily injury and property damages of not less than \$1 million for each occurrence on all vehicles the Contractor uses, whether owned or leased, in the performance of the work or services under this Agreement. If hazardous materials or wastes are transported, CA 9948 endorsement must be included and \$3 million per accident limits for bodily injury and property damage will apply.
- C. The Contractor must carry **Commercial General Liability** insurance with an unimpaired limit of not less than \$1 million for each occurrence with a General Aggregate Limit of \$2 million. The policy must be primary. Coverage must extend for two years past completion and acceptance of the project, and the Contractor must provide annual Certificates of Insurance of continued coverage. No endorsement limiting or excluding a required coverage is permitted. All coverages shall be on an occurrence basis. THE ADDITIONAL INSURED ENDORSEMENT REQUIRED SHALL BE AN ISO FORM B (CG 20 10 10 01 or CG 20 34 10 01 AND CG 20 37 10 01), OR EQUIVALENT.
- D. The Contractor must carry **Umbrella/Excess Liability** insurance with an unimpaired limit of not less than \$2 million per occurrence combined limit bodily injury and property damage, in excess of the Commercial General Liability, Automobile Liability and Employer's Liability, as required above.
- E. The Contractor must carry Professional Liability coverage for errors and omissions arising out of the work or services performed by the Contractor, Contractor's agents, and employees, with an unimpaired limit of \$2 million each claim and \$2 million all claims.
- F. The amount and types of insurance coverage requirements set forth will in no way be construed as limiting the scope of the indemnity in this paragraph.

12. Miscellaneous.

12.1 Independent Contractor. It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent Contractor, not as an employee or agent of the City. Contractor, Contractor's employees, and subContractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, Contractor's employees, or subContractors. The Contractor, and not the City, shall determine the time of Contractor's performance of the services provided under this Agreement so long as Contractor meets the requirements of Contractor's agreed Scope of Work as set forth in Section 2 above and Exhibit B. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing Contractor's profession elsewhere.

12.2 Applicable Law; Venue. Any action to enforce any provision of this Agreement or to obtain any remedy with respect this Agreement shall be brought exclusively in the Superior Court, Yuma County, Arizona (or as may be appropriate, in the Justice Courts of Yuma County, Arizona or in the United States District Court for the District of Arizona, John M. Roll Courthouse if, and only if, the Superior Court lacks jurisdiction over such action). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.



12.3 Laws and Regulations. Contractor shall comply with the Americans with Disabilities Act (ADA) and shall indemnify City for any costs, including but not limited to, damages, Contractor's fees, and staff time in any action or proceeding brought alleging violation of the ADA by Contractor. Contractor shall not discriminate against any person based on race, religion, color, age, sex, or national origin in the performance of this Agreement, and must comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964) and State Executive Order No. 2009-09 as such may be amended from time to time. The Contractor shall not participate in or cooperate with an international boycott, as defined in Section 999(b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Arizona state law. The Contractor shall include similar requirements of all sub-Contractors in Agreements entered for performance of Contractor's obligations under this Agreement. Contractor shall keep fully informed and shall at all times during the performance of Contractor's duties under this Agreement ensure that Contractor and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards. Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to Contractor's performance under this Agreement.

12.4 Amendments. This Agreement may be modified only by a written amendment signed by persons authorized to enter into contracts on behalf of the City and the Contractor.

12.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though such provisions were included 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 Agreement will promptly be amended to make such insertion or correction.

12.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which shall remain in effect without the invalid provision or application.

12.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth in a written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

12.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Administrator. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.

12.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other Party to furnish any of the material or services specified without the prior written and signed approval of the City. The Contractor is responsible for performance under this Agreement whether



subContractors are used. Failure to pay subContractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

12.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as 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 this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of an payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

12.11 Attorney's Fees. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default, the prevailing Party shall be entitled to receive from the other Party reasonable Attorney's fees and reasonable costs and expenses, determined by the court and not the jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

12.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

12.13 Offset.

A. **Offset for Damages.** In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. **Offset for Delinquent Fees or Taxes.** The City may offset from any money due to the Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

12.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:	If to Contractor:
City of Yuma	McNeece Bros. Oil Co., Inc.
Attn: City Administrator	Patrick McNeece
One City Plaza	240 E Wellington Street
Yuma, Arizona 85364	Yuma, AZ 85364

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing. Notices shall be deemed received (A) when delivered to the Party, (B) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not the Party's counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.



12.15 Force Majeure. A Party may be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lock-out, pandemic, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence is presented to the City, that the non-performance is not due to the fault or neglect of the Party not performing.

12.16 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in Contractor's records or obtained from the City or from others in carrying out Contractor's obligations under this Agreement shall not be used or disclosed by either, Contractor's agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.

12.17 E-Verify Requirements. To the extent applicable under Arizona Revised Statutes ("A.R.S.") § 41-4401, the Contractor and Contractor's subContractors warrant compliance, and are contractually obligated to comply, with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under A.R.S. § 23-214(A) ("Immigration Warranty"). Contractor's or Contractor's subContractor's failure to comply with Immigration Warranty shall be deemed a material breach of this Agreement and may subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

The City retains the legal right to inspect the documents of all Contractor personnel who provide services under this Agreement to ensure that Contractor or Contractor's subContractors are complying with the Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at City's sole discretion, conduct random verification of the employment records of Contractor and any subContractor to ensure compliance with the Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

Neither Contractor nor any subContractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subContractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).

12.18 Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order, the Fee Proposal, the Contractor's Proposal, the documents shall govern in the order listed.

12.19 Non-Exclusive Agreement. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

12.20 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement Agreements developed by the City, at their discretion and with the Agreement of the awarded Contractor. Contractor may, at Contractor's sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the Parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any



rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

12.21 Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Contractor's performance of Contractor's obligations is applicable only to the particular transaction to which it relates and is not applicable to any other obligation or transaction.

12.22 Signatory Authority. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.

12.23 Boycott of Israel. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 35-393.01. Contractor certifies that Contractor is not currently engaged in and agrees for the duration of this Agreement that the Contractor will not engage in a boycott of Israel, as that term is defined in A.R.S. § 35-393.

12.24 Survival. The obligations of Contractor under this Section shall survive the termination of this Agreement.

12.25 Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, and counterparts may be exchanged by electronic transmission (including by email), each of which will be deemed an original, but all of which together constitute one and the same instrument.

OFFER AND ACCEPTANCE FORM ATTACHED (After Fully Executed)



EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF YUMA
AND
MCNEECE BROS. OIL CO., INC.
[Contractor's Proposal]

See following pages.

3.1 Front Cover



Attached is a response to RFP-24-284

Offsite Fuel Card Services

Attn: Jimmy Sanchez

City of Yuma, Procurement Division

One City Plaza

Yuma, AZ 85364

3.2 Title Page



McNeece Bros. Oil Co., Inc.

Physical Address: 240 E Wellington Yuma, AZ 85364

Mailing Address: PO Box 128 Yuma, AZ 85366-0128

Phone Number: (928) 782-6543

Website: www.mcneecebro.com

Points of Contact:

Patrick McNeece – patrick@mcneecebro.com

Gerardo Gonzalez – gerardo@mcneecebro.com

Principals:

Michael McNeece

Robert & Betty Jo McNeece

Robert II & Charlene McNeece

McNEECE BROS. OIL CO., INC.

**POST OFFICE BOX 1280
EL CENTRO, CALIFORNIA 92244-1280
(760) 362-4721**

3.3 Cover/transmittal letter

A) The McNeece Family has a long history in the petroleum industry that dates back over a century ago to 1919 when John McNeece built the second gas station in El Centro, CA. Since then, the 3 generations that have proceeded John have grown the business into a two-state marketer of fuel, lubricants, and commercial fleet fueling cardlocks. With over a century of experience in the petroleum industry, McNeece Bros. is more than qualified to serve the fleet fueling needs of the City of Yuma, AZ. McNeece Bros. currently serves the petroleum needs of several different municipalities with a few of the examples being the City of San Luis, The City of El Centro, the city of Brawley, the city of Calipatria, a variety local school districts, etc. which proves that we are qualified for this specific proposal. Since around 2016 McNeece Bros. has been the last truly locally owned petroleum distributor in Yuma County, with principal owners Robert II & Charlene McNeece having been Yuma residents for over 40+ years. It would be of immense pleasure to be selected as the provider of choice for the City of Yuma's offsite fuel card services. Here at McNeece Bros. we pride ourselves on serving our great customers with exceptional customer service that beats the competition. You can be assured that city dollars spent patronizing McNeece Bros oil company will stay local and help assist McNeece

Bros. in our yearly charitable donations to the many different organizations throughout Yuma County that we have continuously supported throughout many years. This year McNeece Bros was inducted into the Yuma's Best business Hall of Fame after being selected as Yuma's Best Petroleum Distributor 5 consecutive years in a row.

B) Our areas of specialty are ALL things petroleum! Whether that be bulk fuel, lubricants, fleet card services, or retail gasoline. We have a long successful history in all these areas and consider ourselves the experts in these segments of our industry.

C) McNeece Bros Oil Co., Inc. currently employs around seventy people.

D) The contact person for McNeece Bros. submittal is Patrick McNeece. Another key personnel is Gerardo Gonzalez. If awarded the contract; cell phone numbers for each personnel will be provided to the City of Yuma. Feel free to reach out to key personnel 24/7 365 days a year.

E) The Legal Entity is.

Mc Neece Bros. Oil Company, Inc.

PO box 1280 El Centro, CA 92243-1280

Employer identification number 95-2689806

S-corporation

F) McNeece Bros. has offices in Yuma, El Centro, Brawley. Each office has the capability of handling all roles of the organization to be able to serve our customers.

Attached with the offer and acceptance form is McNeece Bros. AZ Transaction

Privilege tax license # as well as our City of Yuma Business License #.

G) McNeece Bros. Oil Co., Inc is a full line petroleum distributor specializing in Fuel, lubricants, and Fleet cards. The current legal entity has been registered as a business since 1971 but the organization is much older than that.

H) N/A

I) N/A

Print Name Patrick McNeece

Signature Patrick McNeece

Date 5-15-24

3.4 Table of Contents

3.1 Front Cover	Page 1
3.2 Title page	Page 2
3.3 Signed cover/ transmittal letter	Pages 3-5
3.4 Table of Contents	Page 6
3.5 Request for Proposals Evaluation Criteria	Page 7-12

3.5 Request for Proposals Evaluation Criteria

A. Reports, Billing and Support

- 1. Yes, times and locations are available in the report.**
- 2. Yes, card fueling limits can be reported or not allowed if limits are exceeded.**
- 3. Yes, a PIN would be issued to each authorized user.**
- 4. Yes, miles per gallon would be trackable on reports.**
- 5. McNeece Bros. will set up City of Yuma with login credentials to the Pacific Pride portal where many different reports can be accessed. Reports will include Operator ID, date, time, fueling location, fueling date, fueling time, number of gallons dispensed. Total dispensed cost will be available on the monthly billing statement that will be provided in PDF and .csv format.**
- 6. Yes, our system has built in fraud alerts that will trigger if a transaction appears suspicious.**
- 7. Yes.**
- 8. Yes, staff will be able to pull/run reports on a weekly and monthly basis.**
- 9. Price per gallon will be determined by the OPIS 8am based cost-plus Phoenix, AZ unbranded rack average per product + 25 cent markup. DEF \$2.69 per gallon**
- 10. Unlimited**

B. Project Approach

1. A. McNeece Bros will issue each vehicle in the fleet a specific fueling card and the assigned fueling card will be kept assigned to each specific vehicle. Printed on the fueling card will be the name of the assigned vehicle Example (Vehicle #28 Ford f-150 XXX) or (Vehicle #22 Freightliner sweeper truck XXXX) the XXXX being the last four digits of the VIN #. McNeece Bros. will then create "Driver Profiles" in the system of each city employee that is authorized to purchase fuel using the fuel cards. Each employee will be assigned a specific PIN number that will identify them in their driver profile. When a city employee purchases fuel they will enter in their unique PIN, they will enter in the vehicle odometer, the pump # they are fueling at and then the screen will prompt for MISC (miscellaneous) the employee will enter the last four digits of the VIN that is printed on the fuel card. When the city receives their monthly billing/ transaction statement they will be able to see each individual employee's fuel purchases for that month. They will be able to see date of purchase, time of purchase, site location #, MISC, (last four of vehicles VIN that was fueled) Odometer, product, quantity, per gallon price, ex tax total amount, break down of federal/state/sales tax etc. if applicable and the total fully taxed dollar amount of the transaction. This monthly billing statement and transaction report will be provided in both PDF and .CSV format. City admin employees will be given access to the Pacific Pride portal to be able to oversee the city account. In this portal there a number of tools that will be available such as seeing a list of all valid and invalid cards on the account. They will be able to run a number of different reports and set parameters of their choice to tailor the reports to

their specific wants and needs. McNeece Bros. with the help of city admins will work to get all cards ordered and setup in the system correctly. After the initial setup, only basic upkeep of the cards will need to be maintained. Such as adding new cards, invalidating old/ lost cards, and updates to existing cards etc. Currently McNeece Bros does not print our own cards in-house and has a 7-day lead time on new card orders. If everything goes right McNeece Bros will start printing our own cards in-house by September 2024 at which there will be a 24hr. lead time on new card and replacement card orders.

B. Training can be provided by McNeece Bros for website and reports; however, you will notice that it is very straight forward and user friendly.

C. Please refer to letter A. Keep in mind that that is a suggestion of how the system can be setup, but if the City has another way of doing it with their current vendor then we can duplicate that same method. Your current provider uses the CFN Network, we utilize the Pacific Pride Network. Both networks are owned by the same parent corporation CORPAY. Whatever current setup and functionality you are using with CFN can also be mimicked on the Pacific Pride network so please keep that in mind.

D. Individual fuel limits can surely be placed on individual fueling cards. These limits include. # of transactions per day, gallon limits per day, product restrictions, daily \$ limits, Monthly \$ limits, Day of the week limits and Time of day limits as well. The city will contact Gerardo Gonzalez for everything to do with card issuance, card updates, new card orders, card replacements, etc. A multi-year contract is not required.

E. Please refer to letter A. All transactions can be tracked to individual vehicles or pieces of equipment.

F. It is not recommended, but if an operator loses or misplaces one of fuel cards that is assigned to a specific vehicle, a fuel card from another vehicle can be used to purchase fuel if necessary. They can then enter the last four digits of the VIN of the vehicle under the MISC prompt and the transaction will still be tracked correctly.

C. Contractors capacity of the Work.

1. We currently serve a number of different municipalities and school districts with similar or larger sizes of fleets such as City of San Luis, El Centro, Brawley, Calipatria. School districts such as Brawley, Central Union, McCabe, Meadows, Heber, Harvest preparatory etc.

2. We offer the Pacific Pride Fueling network card. This card offering is designed exceptionally to meet the needs of government entities and tax-exempt organizations. We can offer in-network OPIS cost plus pricing at our two local Pacific Pride fueling sites located 1060 S Walnut Ave. and 2400 S Fourth Ave. that are owned and operated by McNeece Bros Oil., as well as our Shell McNeece Mart retail gas station located at 796 S Fourth Ave. The fuel cards are also accepted at out-of-networks sites as well, but McNeece Bros. will not be able to offer OPIS cost plus pricing at out-of-network sites. These sites include All Chevrons, Texaco's, Circle K's, Mobil's, Exxon's, Speedways, QT's and many more.

3. My company does not have access to this data. We were not a subscriber to OPIS pricing for Phoenix AZ racks in January of 2024, so I do not have the OPIS Data form January 2024 to be able to provide you with that answer.

4. Currently it is seven business days, but by September 2024 we should be printing our own cards in house, and it will be 24hr. time frame.

5. Yes, an odometer will be required.

6. 20 characters per line.

7. We can offer OPIS cost plus pricing at the following three locations.

1060 S Walnut ave. Pacific Pride. Products available are all three grades of gasoline, on-road, and off-road diesel (High speed pump capabilities) DEF available before the end of 2024 calendar year.

2400 S Fourth Ave. Pacific Pride. Products available are all three grades of gasoline and on-road diesel. DEF available before the end of 2024.

796 S Fourth Ave. McNeece Mart Shell. Products available. All three grades of gasoline and on-road diesel.

8. Patrick McNeece- GM available to all aspects of contract and fuel card/site operations.

Gerard Gonzalez- Sales Rep available to all aspects of fuel card/site operations.

9. Yes, a card can be setup with the ability to limit fuel grades.

D. I have read over the entire "Scope of work" and can confirm that McNeece Bros can meet ALL requirements outlined in the "Scope of work" except for the surveillance camera footage.

E. Fee proposal included in submittal. DEF will be priced at \$2.69 per gallon



EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF YUMA
AND
MCNEECE BROS. OIL CO., INC.

[Scope of Work]

See following page(s).



III. SCOPE OF WORK

The City is seeking Offsite fuel Card automated fueling services, open 24 hours a day, 7 days a week, 365 days per year, unattended fueling sites designed for commercial fleet vehicles with excellent accessibility for larger commercial trucks more convenient and efficient service. These services are imperative in maintaining the City's fleet operations for its motorized vehicles and equipment.

The system shall provide accurate and real time data while accounting for all fuel being dispensed. It shall be a stand-alone, user oriented, fully automated system able to operate completely unattended. Access to products shall be restricted to operators and equipment through but not limited to, magnetic strip cards, with keypad inputs that will perform a predetermined series of data that the system is designed to receive, track, or transmit.

The City's scope of work shall include the following:

1. Access to multiple Fuel Cardlock networks within Yuma County. Contractor will be required to offer a multiple of card services that will meet the fueling and security needs of the City fleet.
2. Convenient and accessible fueling facilities clean, well lit, open 24 hours a day, seven days a week. The stations must be designed for commercial trucks with minimum canopy height of 14'6".
3. Enhanced Security - Provide solutions that help reduce authorized purchases and other security issues. Must have settings that authorize controls for fuel types, locations and quantity restrictions.
4. Accurate Fuel Management and Reporting – Provide software for detailed reporting, itemized billing for all card purchases on one invoice and all the information needed to effectively manage the City of Yuma fleet. Download transaction details, fuel summary reports, tax reports through an Online Account Access web portal are preferred.

1.0 REQUIREMENTS

1.1 Fuel Site Locations, Emergencies, Power Outages, Natural Disaster

- a. Fueling system must remain in operation during any emergency, power outage or natural disaster.
- b. Fueling capability must remain in operation during all power failures.
- c. Fueling site must ensure 900 gallons of diesel, 900 gallons of unleaded fuel and 30 gallons of DEF are available per day during a natural disaster.
- d. A dedicated fueling station, island or pumps, must be available during a disaster.
- e. Fuel sites must be fully operational 24/7.
- f. All gasoline fuel shall be guaranteed against any damage to equipment resulting from the proper use of the product.
- g. Provide bobtail, tanker or fuel cell to be stationed at designated site(s) during emergencies, power outages or disaster.



1.2 Billing Rates and Support

- a. Fuel management system must be web-based.
- b. Fuel management system must be available to be logged into via the internet online portal.
- c. Fuel cards must be available to be deactivated and or activated via the internet by an authorized person.
- d. Replacement fuel cards must be free of charge unless card is overnighted or expedited.
- e. The fleet fuel card should also be capable of capturing, calculating and reporting the following information at the time of purchase:
 1. Miles per gallon and cost per mile
 2. Miles driven since last report
 3. Total miles driven year to date
 4. Total gallons purchased year-to-date
- f. The range of information available on reports should include the following information:
 1. Account Number
 2. Card ID
 3. License plate number/card assignee
 4. Date and time of transaction
 5. Number of units purchased
 6. Fuel type including gasoline, diesel and alternative fuels accurately reported e.g., E-85
 7. Odometer reading
 8. Commodity purchased and grade of commodity
 9. Mileage from last fill-up
 10. Contractor's Name
 11. Price per unit
 12. Total price
 13. Total federal and state taxes
 14. Net price after taxes are deducted
 15. Product codes and/or description of items purchased (e.g., gas, diesel, etc.)
 16. Name of individual making the purchase

1.3 Security and Support

- a. Fueling transactions must be able to be sorted by driver ID, vehicle, date and gallons.
- b. Fueling transactions must be able to be exported to Microsoft Excel and PDF.
- c. Fueling transactions must be able to have a set abnormal notification sent to designated person(s).



- d. Fueling system must have 24/7 customer support.
- e. Fueling sites must have security cameras that record transactions beyond 48 hours.
- f. Use of card shall be capable of being restricted in certain instances given the direction of the program administrator. Restrictions which may be specific may be included but not limited to the following:
 - 1. Transaction dollar limits for each card, i.e. sets a maximum dollar amount per card, per transaction.
 - 2. Transaction dollar limits by product type
 - 3. Maximum dollar limits per day
 - 4. Number of transactions per day per card
 - 5. Restrictions on fuel type e.g., premium blend
 - 6. Types of products, i.e. card may be usable for fuel only as specified by program administrator.

1.4 Fuel Requirements

- a. All fuel products, regardless of fuel type, shall conform to American Society for Testing and Materials (ASTM) Standard Specification #D4814-01a for the State of Arizona and any ASTM revision thereafter; meet State of Arizona Weights and Measures, Arizona Department of Environmental Quality (ADEQ), Occupational Safety and Health Administration (OSHA) requirements, and other regulatory agency requirements governing fuel. Services provided must also be in compliance with all current federal Department of Transportation (DOT), state (AZDOT), and local laws, rules, regulations, and ordinances governing the distribution of gasoline, diesel, and alternative fuel products subject to the rules, regulations and Clean Air Act waivers of the U.S. Environmental Protection Agency. The City also requires the use of a card-lock system to purchase various fuels, at the City's convenience. Bidders must indicate conformance and notate any deviation in proposal submission.
- b. Price Fluctuation in Relationship to Reductions/Increases
All gasoline, diesel, and alternative fuel pricing will be based on the Oil Price Information Service (OPIS) benchmark, the "OPIS Replacement Index" or "S". Price increases or decreases must be in direct relation with current market conditions as published by OPIS. If the Contractor's price is more than OPIS, the City will negotiate the specific fuel price with the lowest Contractor. However, if negotiations fail, the City reserves the right to terminate negotiations, and then proceed in descending order to the next lowest Contractor.
- c. Types of fuel that will be considered under this Request for Proposal include gasoline, diesel, alternative fuel (Ethanol E-85) and Diesel Exhaust Fluid (DEF).

END OF SCOPE OF WORK



EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF YUMA
AND
MCNEECE BROS. OIL CO., INC.

[Fee Proposal]

See following page(s).

				McNeece Bros. Oil Co.	
				Total Cost	\$ 0.75
				Selected #	0
				Selected (\$)	\$ 0
				Total	
#	Items	Lowest	Quantity	Rec Markup	(Pe Cost
0					
#0-1	Unleaded Fuel 87 Octane	\$ 0.25	1	\$ 0.25	\$ 0.25
#0-2	Midgrade Fuel 88-90	\$ 0.25	1	\$ 0.25	\$ 0.25
#0-3	Diesel Fuel	\$ 0.25	1	\$ 0.25	\$ 0.25
#0-4	Ethanol E-85	\$ 0	1	\$ 0	\$ 0

5/21/2024

Item	Vendor	Bid/No Bid Decision	Estimated Annual Usage	Price Per Gallon	Total Cost
Diesel Exhaust Fluid (DEF)	McNeece Bros. Oil Co.	Bid	4500	2.69	\$ 12,105.00

RFP-24-284 Offsite Fuel Card Services



City of Yuma, AZ [Back to list \(/portal/\)](#)

Q Contract Details

Project: City of Yuma, AZ	Terms:
	#1 Jul 23, 2024 → Jul 22, 2025
	#2 Jul 23, 2025 → Jul 22, 2026
Vendor: McNeece Bros. Oil Co.	#3 Jul 23, 2026 → Jul 22, 2027
	#4 Jul 23, 2027 → Jul 22, 2028
Extendable: ✓	#5 Jul 23, 2028 → Jul 22, 2029

Description:
RFP-24-284 Offsite Fuel Card Services designed for commercial fleet vehicles

Start Date:
23 Jul 2026

End Date:
22 Jul 2027

Division Name:
Public Works

Opportunity: Offsite Fuel Card Services [View Opportunity \(/opportunities/135890\)](#)

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Xochitl Lopez

From: Manuel Hernandez
Sent: Monday, August 10, 2026 1:29 PM
To: Eulogio Vera; Roula Encinas; Miguel Ramirez; Lucy Zavala; Angelica Cifuentes; Heriberto Vargas; Jesus Gaxiola; Jesus Maldonado; Jose Luis Camacho; Xochitl Lopez
Subject: McNeece Fuel Service, Update

Good after Team, quick update on McNeece Fuel services; since July 14th of this year we began tracking daily fuel prices in San Luis. Last week, we received the monthly McNeece fuel invoice and compared the invoiced prices against the daily fuel prices from local vendors in San Luis. Based on our observations, Triple B generally offered the lowest retail gasoline and diesel prices in San Luis, so we used their pricing as the primary comparison benchmark. Based on our review, it appears the City is benefiting from cost savings by fueling through the McNeece network. During the review period,

- McNeece gasoline prices were consistently below the lowest local retail gasoline prices, with an average gasoline savings of \$0.22 per gallon
- McNeece Diesel pricing were consistently below the lowest local retail gasoline prices, with one exception (July 22), when McNeece diesel was \$0.08 per gallon above the local low. However, the average diesel savings was \$0.12 per gallon.

We will provide another update next month after evaluating a longer review period. However, based on this initial comparison, it appears we are realizing strong cost savings through McNeece Fuels. Nothing further to report, thank you.

Comparison Table

Date	Chevron Gas	Chevron Diesel	Arco Gas	Arco Diesel	Triple B Gas	Triple B Diesel	Circle K Gas	Circle K Diesel	Daily SL Gas Avg	SL Lowest Gas Price	Daily SL Diesel Avg	SL Lowest Diesel Price	Diesel	McN Gas
7/14/2026	\$3.99	\$4.99	\$3.89	N/A	\$3.89	\$4.97	\$3.99	\$4.99	3.94	\$3.89	\$4.98		\$4.97	
7/15/2026	\$3.99	\$4.99	\$3.89	N/A	\$3.89	\$4.97	\$4.19	\$5.19	3.99	\$3.89	\$5.05		\$4.97	
7/16/2026	\$4.09	\$5.19	\$3.95	N/A	\$3.87	\$4.97	\$4.19	\$5.19	4.03	\$3.87	\$5.12		\$4.97	
7/17/2026	\$4.09	\$5.19	\$3.95	N/A	\$3.87	\$5.07	\$4.09	\$5.29	4.00	\$3.87	\$5.18		\$5.07	
7/20/2026	\$4.19	\$5.19	\$3.97	N/A	\$3.89	\$5.07	\$4.19	\$5.29	4.06	\$3.89	\$5.18		\$5.07	
7/21/2026	\$4.19	\$5.29	\$3.97	N/A	\$3.89	\$5.07	\$4.19	\$5.29	4.06	\$3.89	\$5.22		\$5.07	
7/22/2026	\$4.19	\$5.29	\$3.97	N/A	\$3.89	\$5.17	\$4.19	\$5.29	4.06	\$3.89	\$5.25		\$5.17	

7/23/2026	\$4.19	\$5.29	\$4.07	N/A	\$3.99	\$5.17	\$4.19	\$5.29	4.11	\$3.99	\$5.25	\$5.17
7/27/2026	\$4.19	\$5.29	\$4.07	N/A	\$3.99	\$5.17	\$4.29	\$5.49	4.14	\$3.99	\$5.32	\$5.17
7/28/2026	\$4.19	\$5.29	\$4.07	N/A	\$3.99	\$5.17	\$4.29	\$5.49	4.14	\$3.99	\$5.32	\$5.17
7/29/2026	\$4.19	\$5.29	\$4.07	N/A	\$3.99	\$5.17	\$4.29	\$5.49	4.14	\$3.99	\$5.32	\$5.17
7/30/2026	\$4.27	\$5.29	\$4.07	N/A	\$3.99	\$5.27	\$4.39	\$5.69	4.18	\$3.99	\$5.42	\$5.27
7/31/2026	\$4.27	\$5.29	\$4.07	N/A	\$3.99	\$5.27	\$4.39	\$5.69	4.18	\$3.99	\$5.42	\$5.27

Manuel Hernandez

Assistant Director of Public Works

City of San Luis | Public Works Department

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