

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
WESTERN STATES PETROLEUM, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this day of , 20 , and made to be effective on October 1, 2016 ("Effective Date"), between the City of Glendale, an Arizona municipal corporation (the "City"), and Western States Petroleum, Inc., an Arizona corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On October 1, 2016, under the S.A.V.E. Cooperative Purchasing Agreement, the City of Mesa entered into a contract with Contractor to purchase the goods and services described in the Gasoline and Diesel Fuel Contract, Contract No. 2016201 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement purchases can be made by governmental entities from the date of award, which was October 1, 2016, until the date the contract expires on September 30, 2019, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond September 30, 2021. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until

8/10/16

September 30, 2019. The City Manager or designee, however, may renew the term of this Agreement for two (2) one-year periods until the Cooperative Purchasing Agreement expires on September 30, 2021. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed \$15,300,000 for the entire term of the Agreement (initial term plus any renewals).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

9. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Montana Slack
6210 W. Myrtle Avenue, Ste 111
Glendale, Arizona 85301
623-930-2621

and

Western States Petroleum, Inc.
c/o Aaron Williamsen
450 S. 15th Avenue
Phoenix, Arizona 85007

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona
municipal corporation

By: _____
Kevin R. Phelps
City Manager

"Contractor"

Western States Petroleum, Inc.,
an Arizona corporation

By: Robert + K
Name: Bob Kec
Title: President

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
WESTERN STATES PETROLEUM, INC.**

EXHIBIT A
CITY OF MESA, CONTRACT NO. 2016201

GASOLINE AND DIESEL FUEL



AGREEMENT PURSUANT TO SOLICITATION
CITY OF MESA CONTRACT NUMBER 2016201
GASOLINE AND DIESEL FUEL

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466
	Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 400
	Mesa, AZ 85201
Attention	Darryl Woodson, Senior Procurement Officer
E-Mail	darryl.woodson@mesaaz.gov
Telephone	(480) 644-3261
Facsimile	(480) 644-2655

AND

WESTERN STATES PETROLEUM, INC. ("Contractor")

Mailing Address	450 South 15 th Avenue
	Phoenix, AZ 85007
Delivery Address	
Attention	Aaron Williamsen
E-Mail	aaron@westernstatespetroleum.com
Telephone	602-316-1293
Facsimile	602-340-9621

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This agreement pursuant to solicitation ("Agreement") is entered into this 12th day of September, 2016, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and Western States Petroleum, Inc., a State corporation ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The City issued solicitation number **2016201** ("Solicitation") for **Gasoline and Diesel Fuel**, to which Contractor provided a response ("Response"); and
- B. The City selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term.** This Agreement is for a term beginning on **October 1, 2016** and ending on **September 30, 2019**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.

1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) one (1) year periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

1.2 **Extension for Procurement Processes.** Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

1.3 **Delivery.** Delivery shall be made to the location(s) contained in the Scope of Work within two (2) days after receipt of an order.

2. **Scope of Work.** The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

3. **Orders.** Orders be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement

4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.

- a. Agreement
- b. Exhibits
 - 1. Mesa Standard Terms & Conditions
 - 2. Scope of Work
 - 3. Service Level Agreement/Business Associate Agreement (if applicable)
 - 4. Other Exhibits not listed above
- c. Solicitation including any addenda
- d. Contractor Response

5. **Payment.**

- 5.1 **General.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B ("Pricing")** in consideration of Contractor's performance of the Scope of Work during the Term.

- 5.2 **Prices.** All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and include all costs of the Contractor providing the materials/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

- 5.3 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this Section 5.3. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

- 5.4 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

- 5.5 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Invoice number and date;
- e. Payment terms;
- f. Date of service or delivery;
- g. Description of materials or services provided;
- h. If materials provided, the quantity delivered, pricing of each unit, and freight charges (as applicable);
- i. Applicable Taxes; and
- j. Total amount due.

5.6 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement. Otherwise, payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

5.7 **Disallowed Costs, Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

6. **Insurance.**

6.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

6.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

6.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

6.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the term of the Agreement.

6.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

- 6.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.
- 6.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.
- 6.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.
- 6.9 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:
 - 6.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.
 - 6.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$3 million per occurrence/\$5 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
 - 6.9.3 Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence/\$2 million aggregate including owned, hired and non-owned autos.
- 7. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.
- 8. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.
- 9. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
 - a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
 - b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;

- c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
 - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
10. **Mesa Standard Terms and Conditions.** Exhibit C to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
11. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
12. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.
- Exhibits to this Agreement are the following:
- o (A) Scope of Work
 - o (B) Pricing
 - o (C) Mesa Standard Terms and Conditions
13. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.
14. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
15. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

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RESPONDENT CERTIFICATION

By submitting the Response and signing this Certification, the Respondent understands and certifies to all of the following:

- a) The information provided in Respondent's Response is true and accurate to the best of Respondent's knowledge.
- b) Respondent is under no legal prohibition that would prevent Respondent from contracting with the City of Mesa.
- c) Respondent has read and understands the Solicitation packet as a whole (including attachments, exhibits, and referenced documents) and: (i) can attest that Respondent is in compliance with the requirements of the Solicitation packet; and (ii) is capable of fully carrying out the requirements of the Solicitation as set forth in Respondent's Response.
- d) To Respondent's knowledge, Respondent and Respondent's employees have no known, undisclosed conflicts of interest as defined by applicable law or City of Mesa Procurement Rules. If Respondent or Respondent employees have a known conflict of interest, Respondent has disclosed the conflict in its Response.
- e) Respondent did not engage in any anti-competitive practices related to its Response or the Solicitation. The prices offered by Respondent were independently developed without consultation or collusion with any other Respondents or potential Respondents.
- f) No gifts, payments or other consideration were made to any City employee, officer, elected official, agent, or consultant who has or may have a role in the procurement process for the services/materials covered by the Solicitation.
- g) Respondent grants the City of Mesa permission to copy all parts of its Response including, without limitation, any documents and materials copyrighted by Respondent: (i) for the City's use in evaluating the Response; and (ii) to be disclosed in response to a public records request under Arizona's public records law (A.R.S. § 39-121 et. seq.) or other applicable law, subpoena, or other judicial process provided such disclosure is in accordance with City of Mesa Procurement Rule 6.13.
- h) If a contract is awarded to Respondent as a result of the Response submitted to the Solicitation Respondent will:
 - i. Provide the materials or services specified in the Response in compliance with all applicable federal, state, and local statutes, rules and policies;
 - ii. Honor all elements of the Response submitted by Respondent to the City including, but not limited to, the price and the materials/services to be provided; and
 - iii. Enter into an agreement with the City based on the terms and conditions of the Solicitation and the Response, subject to any negotiated exceptions and terms.
- i) Respondent is current in all obligations due to the City including any amounts owed the City and any licenses/permits required for the general lawful conduct of business. Respondent shall acquire all licenses/permits necessary to lawfully conduct business specific to the Solicitation prior to the execution of a contract with the City pertaining to the Solicitation.
- j) The signatory of this Certification is an officer or duly authorized agent of Respondent with full power and authority to submit binding offers for the goods/services specified herein. Respondent intends by the submission of this Certification to be bound by the terms of the Certification, Solicitation, and Response, subject to any negotiated terms/exceptions.

ACCEPTED AND AGREED TO BY RESPONDENT:

Company Name: Western States Petroleum, Inc.

Signature: 

Printed Name: Aaron Williamsen

Title: Sales


Date: 06-21-2016

City Acceptance of Offer

ACCEPTANCE OF OFFER:

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number 2016201.

Awarded this 12th day of September, 2016.


Digitally signed by Edward Quedens
DN: cn=Edward Quedens, o=City of
Mesa, ou=Business Services
Department
E: Edward.quedens@mesaaz.gov, c=US
Date: 2016.09.13 14:55:42 -07'00'
As Business Services Director

RECOMMENDED BY:

By: 

SCOPE OF WORK

1. **INTENT:** The intent is to establish a three (3) year supply contract for gasoline and diesel fuel with a single firm. This contract will supply fuel to the City of Mesa, Mesa Unified School District No. 4, Town of Gilbert, Gilbert Public Schools, Tempe Union High School District and the City of Glendale. To ensure continuity for all agencies, the City's goal is to award to a single firm but reserves the right to multiple award if it is determined to be in the best interest of the agencies listed above.
2. **INVENTORY LEVELS.** The bidder's inventory level shall be sufficient to provide daily support of each agency. Failure to supply item(s) within forty-eight (48) hours of order placement may result in ordering from an alternate supplier. Repeated incidents of late delivery shall be grounds for termination of the contract.
3. **HAZARD COMMUNICATION REQUIREMENTS.** The successful bidder agrees to provide Material Safety Data Sheets for all substances that come under the Federal Toxic and Hazardous Substance - Hazard Communication Standard, (reference - Occupational Safety and Health Standard, Subpart -2- Toxic and Hazardous Substances - Hazardous Communication Standard. Section 1910 - 1200 Hazard Communication). MSDS copies will be provided separately and simultaneously to each City, Town and School Districts listed above.
4. **OPIS INDEX PRICING.** Bidders will be required to provide a fee (markup/discount) to be charged or deducted per gallon from the OPIS index price published every Monday. Bid prices shall be in cents per gallon to four decimal points and shall be based upon the "Oil Price Information Service (OPIS)" index for Arizona. Bidders will insert the amount of markup or discount upon which their price is calculated against the OPIS index. Pricing during the contract will be based on the OPIS average rack price as determined each Monday and will be in effect for the week following publication as outlined in the OPIS index. The successful bidder shall e-mail a copy of the weekly OPIS index to each agency and school's Fleet Services or the school's District Vehicle Maintenance office.
5. **EXCISE TAX REBATES & ON ROAD AND OFF ROAD TAXES.** Barring future prohibitive legislation, the successful bidder agrees to sell all gasoline and diesel fuel to the Agencies FREE OF FEDERAL EXCISE TAX. The Cities and agencies are F.E.T. exempt, and the supplier agrees to accept responsibility for filing for tax credits or refunds in accordance with IRS Notice 88-13 (February 8, 1988) and the Budget Reconciliation Act of 1987. The City and other participating agencies will furnish exemption certificates upon request.
6. **SPLIT DELIVERY AND TOP-OFF LOAD REQUIREMENTS.** The City and the named agencies currently request that some deliveries be split between two locations. It is highly preferable that these services continue to be available. The Arizona Department of Weight and Measures requires an annual vapor recovery test be performed on all qualifying tanks. In order to comply with this directive, top-off loads will be requested as necessary. The bidder shall indicate whether split deliveries and top-off loads are offered in the space provided on the bid form and specify the charges, if any, for such services.
7. **SPILLAGE.** The supplier will be responsible for the clean-up of any contamination or spillage resulting from delivery and unloading. A clear notation of all spills must be made on all delivery tickets and the order desk must be notified immediately after the spill occurs.
8. **DELIVERY TICKETS.** As required by ADEQ Tier II laws, all delivery tickets must delineate the supplier's name, address, brand of fuel, grade of fuel and dip stick reading prior to unloading and shall be provided at time of delivery. An additional notation of the spill bucket being clean and dry when the driver leaves the drop site must all be made on the delivery ticket. The buyer shall only authorize payment for the actual quantity of fuel delivered to each site.
9. **DELIVERY METHOD.** Tank Wagon deliveries for gasoline and diesel shall be for a maximum of 4,999 gallons. Truck and Trailer deliveries for gasoline shall be for a minimum of 5,000 gallons. Vehicles shall be owned or leased by the Seller and operated by employees of the Seller.

10. INVOICING INSTRUCTIONS

City of Mesa

The City will pay the supplier within ten (10) days of product acceptance, providing a properly documented delivery ticket and a certified invoice, in duplicate, is furnished to:

City of Mesa
Fleet Services
310 E. 6th Street
P. O. BOX 1466
Mesa, AZ 85211-1466
jim.ruiz@mesaaz.gov (480) 644-5666
Denise.ruther@mesaaz.gov (480) 644-6925

Mesa Public Schools

The District will pay the supplier within ten (10) days of product acceptance, providing a properly documented delivery ticket and a certified invoice, in duplicate, is furnished to:

Mesa Unified School District No. 4
Accounts Payable
63 E. Main Street #101
Mesa, AZ 85201-7422
Vehicle Maintenance: bvestrada@mpsaz.org
Accounts Payable: lcalvarez@mpsaz.org
Plnorthy@mpsaz.org (480) 472-0146

Town of Gilbert

The Town will pay the supplier within twenty (20) days of product acceptance, providing a properly documented delivery ticket and a certified invoice, in duplicate, is furnished to:

Attn: NASC - North Area Service Center
900 E. Juniper Avenue
Gilbert, AZ 85296

Attn: SASC - South Area Service Center
4760 S. Greenfield Road
Gilbert, AZ 85296

Attn.: Jeff Stein (all Fire Stations)
4760 S. Greenfield Road
Gilbert, AZ 85296

Douglas.Boyer@gilbertaz.gov (480) 503-6858

Bill.kohn@gilbertaz.gov (480) 503-6426

City of Glendale

The City will pay the supplier within twenty (20) days of product acceptance, providing a properly documented delivery ticket and a certified invoice, is furnished to:

City of Glendale
Equipment Management
6210 W. Myrtle Avenue, Suite 111
Glendale, AZ 85301-1700

Sressler@glendaleaz.com (623) 930-2696

Gilbert Public Schools

Gilbert Public Schools will pay the supplier within twenty (20) days of product acceptance, providing a properly documented delivery ticket and a certified invoice, in duplicate, is furnished to:

Gilbert Complex - Accounts Payable
140 S. Gilbert Road
Gilbert, AZ 85212

Power Annex – Accounts Payable
7025 E. Guadalupe Road
Gilbert, AZ 85212

Maria.reed@gilbertpublicschools.net (480)497-3382

Tempe Union High School District

Tempe Union High Schools will pay the supplier within thirty (30) days of product acceptance, providing a properly documented delivery ticket and a certified invoice, in duplicate, is furnished to:

500 West Guadalupe Road
Tempe, AZ 85283
ap@tempeunion.org

pferrin@tuhsd.k12.az.us (480) 345-3725

tsnow@tuhsd.k12.az.us

General Note

Prices and extensions must appear on all copies of an invoice. The supplier will be promptly notified of any disputed invoice.

11. **FUEL SPECIFICATIONS.** Gasoline to be refinery blended. Bidders shall furnish detailed specifications of the fuel offered upon request. MSDS sheets are required to be submitted with the bid.

Motor Fuel Specifications:

Unleaded Gasoline, 87 minimum octane per ASTM D-4814.

Pricing Unit = Gallon

Diesel Motor Fuel, Ultra-Low Sulphur per ASTM D-975-02, Grade 2D and Federal Specification VVF-8008, Grade of 2.

Pricing Unit = Gallon

Diesel Motor Fuel, Ultra-Low Sulphur (Red Dye) per ASTM D-975-02, Grade 2D and Federal Specification VVF8008, Grade of 2.

Pricing Unit = Gallon

Diesel Motor Fuel, Biodiesel, B20 per ASTM D-6751, Grade 2D and Federal Specification VVF8008, Grade of 2.

Pricing Unit = Gallon

E-85; E-80; E-75 per ASTM D-5798, Ethanol Fuel Blends

Pricing Unit = Gallon

12. **OXYGENATED FUEL PROGRAM.** Maricopa County has mandated an oxygenated fuel program to be used by each agency during predetermined months of this contract. The bidder must be able to supply unleaded regular gasoline as an oxygenated blend that will comply with Maricopa County requirements. This should include the ability to supply ethanol.
13. **INSURANCE REQUIREMENTS.** Contractor shall maintain coverage for all general, contractual and products liability risks normally associated with the goods and materials and/or services

covered by this contract.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$3 million per occurrence/\$5 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence Automobile Liability insurance.

The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statute.

Prior to the execution of the Contract, the Contractor shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the City requires a Certificate of Insurance to be furnished, the Contractor's insurance shall be primary of all other sources available. When the City is a certificate holder, the Contractor agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without advance written notice to the City.

"Waiver of Subrogation. The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Contractor." All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.

14. **TERM:** This Request for Bids is for a firm, fixed price purchasing contract to cover a three (3) year term.

15. **RENEWALS:** Upon the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) one (1) year periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

16. **EXTENSIONS:** Upon the expiration of the Term of the Agreement, including any renewals permitted herein, at the City's sole discretion the Agreement may be extended for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials under this Agreement. The City intends to notify the Contractor in writing of its desire to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

17. **PRICE:**

a. **PRICE:** The price shall be based on the OPIS average rack price for Arizona published every Monday.

The price shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and include all costs of the Contractor providing the materials/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted or allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

b. **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 6, percentages may not be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a

request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
 - a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
 - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified

in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
 - i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
 - ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - iii. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
 - iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
 - v. 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).
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.

10. **SALES/USE TAX, OTHER TAXES.**

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.
11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
- 12.1. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.
- 12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.
13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
14. **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.
16. **DEFAULT.**
- a. A party will be in default if that party:
- i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
- ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;

- iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
 - iv. Fails to carry out any term, promise, or condition of the Agreement.
 - b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
 - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
 - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
 - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the bid and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
 - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
 - d. Neither party will be liable for incidental, special, or consequential damages.
18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate

the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
24. **INDEMNIFICATION/LIABILITY.**
 - a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.
 - b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
 - c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.
25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.
26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.
27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

28. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
30. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.
31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
32. **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
36. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose

performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

38.

COOPERATIVE USE OF CONTRACT. The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

The City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.
42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
WESTERN STATES PETROLEUM, INC.**

EXHIBIT B
Scope of Work

PROJECT

The purchase of gasoline and diesel fuel for City of Glendale on an as-needed basis for Fleet Management of the Public Works Department.



NOTICE OF SOLICITATION

Publish Date: June 16, 2016

SOLICITATION # 2016201

REQUEST FOR BID FOR: GASOLINE AND DIESEL FUEL

BID DUE DATE AND TIME: JULY 14, 2016 – 3:00 P.M. LOCAL ARIZONA TIME

Notice is hereby given **sealed bids excluding price** will be received by the Purchasing Division, City of Mesa, Mesa City Plaza, 20 East Main Street, Suite #400, Mesa, Arizona 85201, until the date and time cited above. Bids received by the correct date and time will be opened publicly and read aloud by the Purchasing Division's Procurement Administrator (or designated representative).

Vendors who submit responses to the solicitation to provide gasoline and diesel fuel will be qualified by the City and will be invited to participate in a Reverse Auction starting at **2:00 P.M., Local Arizona Time, July 21, 2016.**

VENDOR CONFERENCE:

Date and Time: July 7, 2016 at 10:00 a.m. Arizona Time

Location: Mesa City Plaza Building
20 E. Main Street, Conference Room 450 South
Mesa, AZ 85201

The conference provides interested parties an opportunity to discuss the City's needs and ask questions.

Please read the entire solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the bid. Bid envelopes with insufficient postage will not be accepted by the City of Mesa

Bids must be in the actual possession of the Purchasing Division Office at the location indicated, on or prior to the exact date and time indicated above. Late submittals shall not be considered under any circumstances.

Questions concerning this solicitation should be directed, IN WRITING, to the following Purchasing contacts or their designees:

Technical Questions:

Darryl Woodson, CPPB
Senior Procurement Officer
PHONE: 480-644-3261
FAX: (480) 644-2655
darryl.woodson@MesaAZ.gov

General or Process Questions:

Cyndi Gonzales, MBA
Procurement Specialist
PHONE: 480-644-2179
FAX: (480) 644-2655
cyndi.gonzales@MesaAZ.gov

NOTE: THE CITY OF MESA PUBLISHES ITS SOLICITATIONS, ATTACHMENTS, AND ADDENDA ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS: <http://www.mesaaz.gov/business/purchasing>

All vendors wishing to conduct business with the City are required to register and maintain all information used for the notification of solicitation opportunities and issuance of payment in the Vendor Self Service (VSS) system. To register and view additional vendor information, go to <http://mesaaz.gov/business/purchasing/vendor-self-service>.

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INSTRUCTIONS

1. **GENERAL:** Please read the entire Solicitation package and all attachments before submitting a Response. Responses must be in accordance with the provisions, specifications and instructions set forth herein and will be accepted until the date and time the Response is due.
2. **VENDOR QUESTIONS:** All questions regarding the contents of this Solicitation, and Solicitation process (including requests for ADA accommodations), must be directed solely to the Procurement Officer or the Purchasing Administrator. Questions should be submitted in writing via letter, fax or email. Questions received less than seven (7) calendar days prior to the due date and time for Responses may be answered at the discretion of the City.
3. **INSTRUCTIONS FOR PREPARING AND SUBMITTING RESPONSE:** Respondents will have the option to submit their responses either electronically or physically through hard copy response. Respondents shall provide their Responses in accordance with the following form and content requirements:

ELECTRONIC RESPONSE:

- a. Responses shall be submitted through the City of Mesa's Purchasing Website at <http://www.mesaaz.gov/business/purchasing/bid-opportunities> under the appropriate solicitation opportunity. Submissions submitted elsewhere or under the wrong solicitation will not be considered.
- b. Responses must be signed by an authorized representative of Respondent with the authority to bind Respondent to make such commitments to the City set forth in the Response.
- c. Responses should be specific to the Solicitation and present details on all requested information in a concise manner.

HARD COPY RESPONSE:

- d. Submit **one (1) original hardcopy** of all Response documents along with **one (1) copy**. Do **not** use spiral binding or comb binding on Responses or any Response documents. Three-ring binders are preferred for large submissions.
- e. Submit **one (1) CD or flash drive** providing all Response documents in PDF, Word, and Excel (utilize Excel only if spreadsheets/graphs/charts are included as a part of the Response).
- f. All Responses must be signed, sealed and addressed to the Purchasing Division and Respondents shall address all Responses identified with a shipping address, serial number, and title in the following manner:

City of Mesa
Mesa City Plaza - Purchasing Division
20 East Main Street, Suite 400
Mesa, Arizona 85201

RFB – 2016201 GASOLINE AND DIESEL FUEL

Responses must be signed by an authorized representative of Respondent with the authority to bind Respondent to make such commitments to the City set forth in the Response.

- g. Responses should be specific to the Solicitation and present details on all requested information in a concise manner.
- h. Responses should be specific to the Solicitation and present details on all requested information in a concise manner.

INSTRUCTIONS

4. **RESPONSE CHECKLIST:** This checklist is provided for your convenience. It is not necessary to return a copy with your Response. Only submit the requested forms and any other requested or descriptive literature.
- ☐ Response will be sent in time to be received by the City before the Response due date and time.
 - ☐ Original and proper number of copies submitted
 - ☐ Response container properly labeled
 - ☐ Required Response Forms completed and included (Attachment A)
 - ☐ Respondent Questionnaire form completed and included (Attachment B)
 - ☐ Reverse Auction Procedures, Terms and Conditions completed and included (Attachment D)
 - ☐ W-9 Request for Taxpayer Identification Number and Certification form completed and included (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
5. **ADDENDA:** Any changes to the solicitation document will be in the form of an addendum. Addenda are posted on the City website. Contractors are cautioned to check the Purchasing Website or the Self Service portal for addenda prior to submitting their Response. The City will not be held responsible if a vendor fails to receive any addenda issued. The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City and Contractors are cautioned not to rely on any such changes. Failure to acknowledge receipt of an addendum may result in disqualification of a Response.
6. **RESPONSE OPENING:** The City will open all Responses properly and timely submitted, and will record the names and other information specified by law and rule. No responsibility will attach to the City of Mesa, its employees or agents for premature opening of a Response that is not properly addressed and identified. All Responses become the property of the City and will not be returned except in the case of a late submission. Results, as read at the public opening, will be posted on the City website. Responses will be available to the public in accordance with the City Procurement Rules.
7. **LATE RESPONSES:** The Respondent assumes responsibility for having the Response delivered on time at the place specified. All Responses received after the Response Due date and time shall not be considered and will be returned unopened to the Respondent. The Respondent assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Mesa, or any private courier, regardless whether sent by mail or by means of personal delivery. Respondents must allow adequate time to accommodate all registration and security screenings at the delivery site; a valid photo I.D. may be required. It shall not be sufficient to show that Respondent mailed or commenced delivery before the due date and time as the Response must be received by the City prior to the specified date/time. All times are Mesa, Arizona local times. Respondents agree to accept the time stamp in the City Purchasing Office as the official time.
8. **REVERSE AUCTION.** The City of Mesa will accept pricing for Gasoline and Diesel fuel using an online Reverse Auction Process managed by Electronic Auction Services, Inc. (EASi).
- Pricing for gasoline and diesel fuel will be received via the Reverse Auction process scheduled to take place on **July 21, 2016 at 2:00 P.M.** local Arizona time.
- The Online Reverse Auction will be conducted in accordance with the City Purchasing provisions and the specifications of this bid. This Online Reverse Auction Event will be the process used to determine final Pricing. By submitting a bid through the Online Reverse Auction process, the bidder agrees to abide by the terms and conditions of the City policies and procedures for the purchase of goods and services, the terms and conditions of the Reverse Auction and the terms and specifications for this bid. Refer to **Attachment E – Reverse Auction Procedures.**
- A condition of participation in the Online Reverse Auction is that bidders complete all bid forms and be deemed responsive to all requirements and responsible to perform the services or to provide the goods. Such determination will be a pre-requisite to participate in the Online Reverse Auction event. Only those bidders short-listed will be asked to participate in the Online Reverse

INSTRUCTIONS

Auction

event.

The City will use information from the responses of register bidders for the auction event. The City reserves the right to exclude bidders who are deemed not responsive or not responsible.

EASi shall provide written notice to each bidder through postal mail or electronic means regarding the proposer's inclusion or exclusion from the qualified proposers list.

EASi shall work with the bidders to prepare for the auction event. Preparation may include, but is not limited to: configuration of the auction computer system, testing of the bidder interface, delivery of the event procedure manuals and other documentation, and training.

During the Auction event, only those bidders on the qualified bidders list will be allowed to participate in the auction event. EASi will provide the necessary administrative support to ensure that the integrity of the auction event is not compromised.

EASi will keep an event record. The event record will become part of the contract documents and a public record at the conclusion of the event.

The bidders interface will be configured such that a bidder will not know the identity of competing bidders until the event is complete.

EASi will begin the event through electronic notification to all qualified bidders. Bidders may submit multiple prices during the event. The lowest price offered will become the price portion of the bid response.

The auction event will have a scheduled stop time. The event may be extended if bids are received within a predetermined amount of time prior to the scheduled stop time. Specific procedures on time extension shall be contained in the event procedure manual that will be distributed to all qualified bidders.

The event will conclude at either the scheduled stop time or the time at which all extensions are completed, whichever is later

9. **RESPONSE FIRM TIME:** Responses shall remain firm and unaltered after opening for **180** Days unless the time is extended or amended as agreed upon Respondent and the City. Examples of where an extension or amendment may be necessary include, but are not limited to: (i) contract negotiations with selected Respondent; (ii) submission of a Best and Final Offer by Respondent; (iii) City needing additional time to review responses. The City may accept the Response, subject to successful contract negotiations, at any time during this period.

10. **LOBBYING PROHIBITION:** Any communication regarding this Solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this Solicitation and the City including, but not limited to, City Council, City employees, and consultants hired to assist the City in the Solicitation, is prohibited.

This prohibition is imposed from the time of the first public notice of the Solicitation until the City cancels the Solicitation, rejects all Responses, awards a contract, or otherwise takes action which ends the Solicitation process. This section shall not prohibit public comment at any City Council meeting, study session, or City Council committee meeting.

This prohibition shall not apply to Respondent-initiated communication with the contact(s) identified in the Solicitation or City-initiated communications for the purposes of conducting the procurement including, but not limited to, vendor conferences, clarification of Responses, presentations if provided pursuant to the Solicitation, requests for Best and Final Responses (as set forth in the City Procurement Rules), contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.

Violations of this provision shall be reported to the Purchasing Administrator. Persons violating this prohibition may be subject to a warning letter or rejection of their Response depending on the nature of the violation.

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11. **LAWFUL PRESENCE IN THE UNITED STATES:** Arizona Revised Statutes § 1-501 and § 1-502 require all persons who will be awarded a contract (a Public Benefit as defined in 8 USC Section 1621) must demonstrate they are lawfully present in the United States. Person under the statute is defined as a natural person and therefore excludes Limited Liability Companies, Corporations, Partnerships, or other similar types of business entities as indicated on a W-9 form.

Individuals (natural persons) or Sole Proprietorships must complete the affidavit in the "Required Response Forms" section of this Solicitation. Respondents that fail to provide a completed affidavit and provided the necessary documentation may be deemed non-responsive.
12. **COMMENCEMENT OF WORK:** If a Respondent begins any billable work prior to the City's final approval and execution of the contract, Respondent does so at its own risk.
13. **RESPONSIBILITY TO READ AND UNDERSTAND:** Failure to read, examine and understand the Solicitation and any of its addenda will not excuse any failure to comply with the requirements of the Solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. The City is not responsible for and will not pay any costs associated with the preparation and submission of a Response. Respondents are cautioned to verify their Responses before submission, as amendments to or withdrawal of Responses submitted after time specified for opening of Responses may not be considered. The City will not be responsible for any Respondent errors or omissions.
14. **FORM AND CONTENT OF RESPONSES:** Responses may be submitted on-line (if the option is indicated), mailed or hand-delivered. E-mail or fax submissions will not be accepted. Unless otherwise instructed or allowed, Responses shall be submitted on the forms provided. An original and the designated number of copies of each Response are required. Responses, including modifications, must be submitted in ink, typed, electronically, or printed form and signed by an authorized representative of the Respondent. Please line through and initial rather than erase changes. Any modifications to the Solicitation must be identified in the "Exceptions" section of the required response forms. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the Response as non-responsive. The City reserves the right at its sole discretion to negotiate exceptions with a Respondent. If the Response is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that Responses be submitted on disk, flash drive, or through electronic means. The Response must provide all information requested and must address all points set forth in the Solicitation.
15. **SPECIFICATIONS:** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. The use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. If a Respondent wishes to provide a material or service that is not the brand name, the equivalent material or service must meet the standard of quality of the brand name product, which is determined at the City's sole discretion. Equivalent products will be considered upon showing the other product meets stated specifications and is equivalent to the brand name product in terms of quality, performance and desired characteristics. Products that are substantially equivalent to those brands designated will qualify for consideration.

Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name product is on the Respondent. The City reserves the right to reject Responses that the City deems unacceptable for any reason.
16. **MODIFICATION/WITHDRAWAL OF RESPONSE:** Written requests to modify or withdraw a Response received by the City prior to the scheduled opening time for Responses will be accepted and will be corrected after the Response due date and time. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the Response and

INSTRUCTIONS

marked as a MODIFICATION or WITHDRAWAL of the Response. Requests for withdrawal after the Response Due date and time will only be granted upon proof of undue hardship and may result in the forfeiture of any Response security. Any withdrawal after the Response due date and time shall be allowed solely at the City's discretion.

17. **DEBARMENT DISCLOSURE:** If the Respondent has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government or agency, or if any such preclusion from participation from any public procurement activity is currently pending, the Respondent shall include a letter with its Response identifying the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances must be provided by the Respondent, including the details enumerated above. A Response from a Respondent who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected. Failure of a Respondent to disclose a debarment or suspension in accordance with this Section may result in the Response being disqualified for award of the Solicitation.
18. **RESERVATIONS:** The City reserves the right to reject any or all Responses or any part thereof; to re-issue the Solicitation; to reject non-responsive or non-responsible Responses; to reject unbalanced Responses; to reject Responses where the terms, prices, or awards are conditioned upon another event; to reject individual Responses for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, informalities, technicalities or form errors in any Response; to conduct exclusive or concurrent negotiations of any terms, conditions, or exceptions taken by a Respondent or the terms of any agreement/document a Respondent would require the City to sign should Respondent be awarded a contract; and to reject Responses that are outside the City's budgeted amount for the materials or services that are the subject of the Solicitation. The City may seek clarification of the Response from Respondent at any time, and failure to respond is cause for rejection. Submission of a Response confers no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the Respondent and the City until the City executes a written contract or purchase order.
19. **EXCEPTIONS TO A SOLICITATION:** Changes to the Solicitation document requested by a Respondent may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification in the Solicitation unless specifically acknowledged and agreed to by the City. The copy of the Solicitation, including all addenda, maintained and published by the City shall be the official Solicitation document. Any exception to the Solicitation must be set forth in the "Exceptions" portion of the Response; any exceptions not indicated in the "Exceptions" portion of the Response will be deemed rejected by the City, void and of no contractual significance. The City reserves the right to: (i) reject any or all exceptions requested by a Respondent; (ii), determine a bid non-responsive due to the exception(s) made by Respondent; (iv) enter into negotiations with a Respondent regarding any of the Respondent's exceptions; or (v) accept any or all of a Respondent's exceptions outright.
20. **COPYING OF RESPONSES:** The Respondent hereby grants the City permission to copy all parts of its Response including, without limitation, any documents and/or materials copyrighted by the Respondent. The City's right to copy shall be for internal use in evaluating the Response.
21. **CONTRACTOR ETHICS:** Contractors doing business with the City shall adhere to the Procurement Ethics Standards, Article 7 of the Procurement Rules. It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors. The failure of a Respondent or Contractor to meet the ethical standards may

INSTRUCTIONS

result in the disqualification of award under the Solicitation or the termination of a contract with the City.

To achieve the purpose of this Section, it is essential Respondents and Contractors doing business with the City observe the ethical standards prescribed herein and in the City Charter, Code Procurement Rules and Management Policy 200. It shall be a breach of ethical standards to:

- a. Exert any effort to influence any City official, employee or agent to breach the standards of ethical conduct.
 - b. Intentionally invoice any amount greater than provided in a contract or to invoice for materials or services not provided.
 - c. Intentionally offer or provide sub-standard materials or services or to intentionally not comply with any term, condition, specification or other requirement of a City contract.
22. **GIFTS:** The City will accept no gifts, gratuities or advertising products from Respondents or prospective Respondents and affiliates. The City may request product samples from Respondents solely for the purpose of product evaluation.
23. **EVALUATION PROCESS:** Responses will be reviewed by a screening committee comprised of City employees and/or any agents authorized by the City to participate in the evaluation. City staff may initiate discussions with Respondents for clarification purposes; however, a request for clarification is not an opportunity for a Respondent to change the Response. A request for clarification from a Respondent does not guarantee clarification will be requested from any other Respondents. Respondents shall not initiate discussions with any City employee, agent or official as set forth in the Lobbying section of these instructions including, but not limited to, members of the evaluation committee.
24. **PRESENTATIONS/INTERVIEWS:** A Respondent must provide a formal presentation/interview upon request of the City.
25. **SHORT-LISTING:** The City, at its sole discretion, may create a short-list of the highest scored Responses based on a preliminary evaluation of the Responses against the evaluation criteria. Only those short-listed Respondents will be invited to give presentations/interviews. Upon conclusion of any presentations/interviews, the City will finalize the scoring against the evaluation criteria.
26. **CRITERIA FOR EVALUATION AND AWARD:** The City evaluates three categories of information: responsiveness, responsibility, and price. All bids must meet the following responsiveness and responsibility criteria.
- a. Each Response will be evaluated based upon responsiveness and responsibility criteria. A failure to meet responsiveness or responsibility criteria will render a Respondent ineligible for award of a contract under the Solicitation.
 1. **Responsiveness.** The City will determine whether the Response complies with the instructions for submitting a Response set forth in the Solicitation (i.e. the completeness of the Response which encompasses the inclusion of all required attachments and submissions). Responsiveness will also be examined as it pertains to items set forth in this Solicitation that state a Respondent may be deemed non-responsive based upon the content of their Response. The City will reject any Responses that are submitted late. Failure to meet any requirements in the Solicitation may result in rejection of a Response as non-responsive.
 2. **Responsibility.** The City will determine whether a Respondent is one with whom the City should do business. Factors the City may evaluate to determine responsibility include, but are not limited to: an excessively high or low priced Response; past performance under any agreement with the City; references from any source including, but not limited to, those found outside the references listed in

INSTRUCTIONS

the Response and City employees, agents or officials who have experience with the Respondent; compliance with applicable laws; Respondent's record of performance and integrity (e.g. has the Respondent been delinquent or unfaithful to any contract with the City, whether the Respondent is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified). A Respondent must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet or any generally available industry information to evaluate the Respondent. The City reserves the right to inspect and review Respondent's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in Respondent being deemed non-responsible.

3. **Price.** The City will then evaluate the bids that have met the requirements above.

- b. Respondents who have a Transaction Privilege Tax license for Mesa and who, if awarded a contract, would charge the City TPT to be paid to Mesa, will have 1.75% removed from the taxable item(s) from the price set forth in the Response for the purpose of award evaluation. The awarded Respondent shall however charge the full amount of tax on their invoice(s).

This consideration does not apply to:

1. Construction procurements or any other procurement done using Arizona Revised Statutes Title 34 processes.
2. Purchases using federal or other funds where the agreement that provided the funds precludes any local consideration or preference.

27. **COST JUSTIFICATION:** In the event only one Response to the Solicitation is received, the City may require the Respondent submit a cost offer in sufficient detail for the City to perform a cost/price analysis to determine if the Response price is fair and reasonable.
28. **CONTRACT NEGOTIATIONS AND ACCEPTANCE:** Respondent must be prepared for the City to accept the Response as submitted. If Respondent fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject the Response or revoke the award, and may begin negotiations with another Respondent. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the Respondent and the City until the City executes a written contract or purchase order.
29. **NOTICE OF INTENT TO AWARD:** Notices of the City's intent to award a contract are posted to the Purchasing Division's website before 6:00 PM local time on Wednesdays. If Wednesday is a holiday observed by the City, notice will be posted on Tuesday.

It is the Respondent's responsibility to check the City of Mesa Purchasing website at <http://mesaaz.gov/business/purchasing> to view Purchasing's Intent to Award notices. This is the only notification you will receive regarding the City's Intent to Award a contract related to this Solicitation.

30. **PROTESTS AND APPEALS:** If a Respondent or any person believes there is a mistake, impropriety, or defect in the Solicitation, believes the City improperly rejected its Response, or believes the selected Response should not receive the City contract based upon a fact supported issue with the Solicitation or selected Respondent or otherwise protests the award to the Respondent, the Respondent may submit a written protest. All protests and appeals are governed by the City Procurement Rules ("Procurement Rules"). The rules surrounding protests and appeals may be found in Section 6 of the Procurement Rules which are located on the Purchasing Division website at <http://mesaaz.gov/business/purchasing>. Please see the Procurement Rules for more information on the submission of a protest and corresponding

INSTRUCTIONS

appeal rights; if there exist any discrepancy in this Section and the Procurement Rules, the language of the Procurement Rules will control.

ADDRESS PROTESTS TO:

Matt Bauer
Procurement Administrator
20 East Main Street, Suite 400
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2655
Email: Matt.Bauer@MesaAZ.gov

ADDRESS APPEALS TO:

Edward Quedens
Chief Procurement Officer
20 East Main Street, Suite 450
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2687
Email: Ed.Quedens@MesaAZ.gov

31. **POLICY DOCUMENTS:** The City of Mesa Charter, Code, Procurement Rules and Management Policy 200 govern this procurement and are incorporated as a part of this Solicitation by this reference. A copy of these documents may be found on Mesa Purchasing Division's website at www.mesaaz.gov/business/purchasing.

SCOPE OF WORK

This Scope of Work will be compiled into any resulting contract as Exhibit A.

1. **INTENT:** The intent is to establish a three (3) year supply contract for gasoline and diesel fuel with a single firm. This contract will supply fuel to the City of Mesa, Mesa Unified School District No. 4, Town of Gilbert, Gilbert Public Schools, Tempe Union High School District and the City of Glendale. To ensure continuity for all agencies, the City's goal is to award to a single firm but reserves the right to multiple award if it is determined to be in the best interest of the agencies listed above.
2. **INVENTORY LEVELS.** The bidder's inventory level shall be sufficient to provide daily support of each agency. Failure to supply item(s) within forty-eight (48) hours of order placement may result in ordering from an alternate supplier. Repeated incidents of late delivery shall be grounds for termination of the contract.
3. **HAZARD COMMUNICATION REQUIREMENTS.** The successful bidder agrees to provide Material Safety Data Sheets for all substances that come under the Federal Toxic and Hazardous Substance - Hazard Communication Standard, (reference - Occupational Safety and Health Standard, Subpart -2- Toxic and Hazardous Substances - Hazardous Communication Standard. Section 1910 - 1200 Hazard Communication). MSDS copies will be provided separately and simultaneously to each City, Town and School Districts listed above.
4. **OPIS INDEX PRICING.** Bidders will be required to provide a fee (markup/discount) to be charged or deducted per gallon from the OPIS index price published every Monday. Bid prices shall be in cents per gallon to four decimal points and shall be based upon the "Oil Price Information Service (OPIS)" index for Arizona. Bidders will insert the amount of markup or discount upon which their price is calculated against the OPIS index. Pricing during the contract will be based on the OPIS average rack price as determined each Monday and will be in effect for the week following publication as outlined in the OPIS index. The successful bidder shall e-mail a copy of the weekly OPIS index to each agencies and school's Fleet Services or the school's District Vehicle Maintenance office.
5. **EXCISE TAX REBATES & ON ROAD AND OFF ROAD TAXES.** Barring future prohibitive legislation, the successful bidder agrees to sell all gasoline and diesel fuel to the Agencies FREE OF FEDERAL EXCISE TAX. The Cities and agencies are F.E.T. exempt, and the supplier agrees to accept responsibility for filing for tax credits or refunds in accordance with IRS Notice 88-13 (February 8, 1988) and the Budget Reconciliation Act of 1987. The City and other participating agencies will furnish exemption certificates upon request.
6. **SPLIT DELIVERY AND TOP-OFF LOAD REQUIREMENTS.** The City and the named agencies currently request that some deliveries be split between two locations. It is highly preferable that these services continue to be available. The Arizona Department of Weight and Measures requires an annual vapor recovery test be performed on all qualifying tanks. In order to comply with this directive, top-off loads will be requested as necessary. The bidder shall indicate whether split deliveries and top-off loads are offered in the space provided on the bid form and specify the charges, if any, for such services.
7. **SPILLAGE.** The supplier will be responsible for the clean-up of any contamination or spillage resulting from delivery and unloading. A clear notation of all spills must be made on all delivery tickets and the order desk must be notified immediately after the spill occurs.
8. **DELIVERY TICKETS.** As required by ADEQ Tier II laws, all delivery tickets must delineate the supplier's name, address, brand of fuel, grade of fuel and dip stick reading prior to unloading and shall be provided at time of delivery. An additional notation of the spill bucket being clean and dry when the driver leaves the drop site must all be made on the delivery ticket. The buyer shall only authorize payment for the actual quantity of fuel delivered to each site.
9. **DELIVERY METHOD.** Tank Wagon deliveries for gasoline and diesel shall be for a maximum of 4,999 gallons. Truck and Trailer deliveries for gasoline shall be for a minimum of 5,000 gallons. Vehicles shall be owned or leased by the Seller and operated by employees of the Seller.
10. **INVOICING INSTRUCTIONS**

City of Mesa

The City will pay the supplier within ten (10) days of product acceptance, providing a properly documented delivery ticket and a certified invoice, in duplicate, is furnished to:

City of Mesa
Fleet Services
310 E. 6th Street
P. O. BOX 1466

SCOPE OF WORK

Mesa, AZ 85211-1466

jim.ruiz@mesaaz.gov

Mesa Public Schools

The District will pay the supplier within ten (10) days of product acceptance, providing a properly documented delivery ticket and a certified invoice, in duplicate, is furnished to:

Mesa Unified School District No. 4

Accounts Payable

63 E. Main Street #101

Mesa, AZ 85201-7422

Vehicle Maintenance: bvestrada@mpsaz.org

Accounts Payable: lcavarez@mpsaz.org

Town of Gilbert

The Town will pay the supplier within twenty (20) days of product acceptance, providing a properly documented delivery ticket and a certified invoice, in duplicate, is furnished to:

Attn: NASC - North Area Service Center

900 E. Juniper Avenue

Gilbert, AZ 85296

Attn: SASC - South Area Service Center

4760 S. Greenfield Road

Gilbert, AZ 85296

Attn.: Jeff Stein (all Fire Stations)

4760 S. Greenfield Road

Gilbert, AZ 85296

City of Glendale

The City will pay the supplier within twenty (20) days of product acceptance, providing a properly documented delivery ticket and a certified invoice, is furnished to:

City of Glendale

Equipment Management

6210 W. Myrtle Avenue, Suite 111

Glendale, AZ 85301-1700

Gilbert Public Schools

Gilbert Public Schools will pay the supplier within twenty (20) days of product acceptance, providing a properly documented delivery ticket and a certified invoice, in duplicate, is furnished to:

Gilbert Complex - Accounts Payable

140 S. Gilbert Road

Gilbert, AZ 85212

Power Annex – Accounts Payable

7025 E. Guadalupe Road

Gilbert, AZ 85212

Tempe Union High School District

Tempe Union High Schools will pay the supplier within thirty (30) days of product acceptance, providing a properly documented delivery ticket and a certified invoice, in duplicate, is furnished to:

500 West Guadalupe Road

Tempe, AZ 85283

ap@tempeunion.org

General Note

Prices and extensions must appear on all copies of an invoice. The supplier will be promptly notified of any disputed invoice.

SCOPE OF WORK

11. **FUEL SPECIFICATIONS.** Gasoline to be refinery blended. Bidders shall furnish detailed specifications of the fuel offered upon request. MSDS sheets are required to be submitted with the bid.
Motor Fuel Specifications:

Unleaded Gasoline, 87 minimum octane per ASTM D-4814.
Pricing Unit = Gallon

Diesel Motor Fuel, Ultra-Low Sulphur per ASTM D-975-02, Grade 2D and Federal Specification VVF-8008, Grade of 2.
Pricing Unit = Gallon

Diesel Motor Fuel, Ultra-Low Sulphur (Red Dye) per ASTM D-975-02, Grade 2D and Federal Specification VVF8008, Grade of 2.
Pricing Unit = Gallon

Diesel Motor Fuel, Biodiesel, B20 per ASTM D-6751, Grade 2D and Federal Specification VVF8008, Grade of 2.
Pricing Unit = Gallon

E-85; E-80; E-75 per ASTM D-5798, Ethanol Fuel Blends
Pricing Unit = Gallon

12. **OXYGENATED FUEL PROGRAM.** Maricopa County has mandated an oxygenated fuel program to be used by each agency during predetermined months of this contract. The bidder must be able to supply unleaded regular gasoline as an oxygenated blend that will comply with Maricopa County requirements. This should include the ability to supply ethanol.

13. **INSURANCE REQUIREMENTS.** Contractor shall maintain coverage for all general, contractual and products liability risks normally associated with the goods and materials and/or services covered by this contract.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$3 million per occurrence/\$5 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence Automobile Liability insurance.

The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statute.

Prior to the execution of the Contract, the Contractor shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the City requires a Certificate of Insurance to be furnished, the Contractor's insurance shall be primary of all other sources available. When the City is a certificate holder, the Contractor agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without advance written notice to the City.

"Waiver of Subrogation. The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Contractor." All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.

14. **TERM:** This Request for Bids is for a firm, fixed price purchasing contract to cover a three (3) year term.

15. **RENEWALS:** Upon the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) one (1) year periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

16. **EXTENSIONS:** Upon the expiration of the Term of the Agreement, including any renewals permitted herein, at the City's sole discretion the Agreement may be extended for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials under this Agreement. The City intends to notify the Contractor in writing of its desire to extend the Agreement at least thirty (30) calendar days

SCOPE OF WORK

prior to the expiration of the Term. Any extension will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

17. PRICE:

a. **PRICE:** The price shall be based on the OPIS average rack price for Arizona published every Monday.

The price shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and include all costs of the Contractor providing the materials/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted or allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

b. **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 6, percentages may not be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

PRICING & COMPENSATION

Pricing will be completed by Reverse Auction.

Vendors who submit responses to the solicitation for gasoline and diesel fuel will be qualified by the City and will be invited to participate in a Reverse Auction starting at 2:00 P.M., Local Arizona Time, July 21, 2016.

ATTACHMENT A
REQUIRED RESPONSE FORMS



Solicitation Required
Response Forms.docx



REQUIRED RESPONSE FORMS

VENDOR INFORMATION

Company Legal/Corporate Name: Western States Petroleum, Inc

Doing Business As (if different than above): _____

Address: 450 South 15th Avenue

City: Phoenix State: Arizona Zip: 85007

Phone: 602-252-4011 Fax: 602-340-9621

E-Mail Address: aaron@westernstatespetroleum.com Website: www.westernstatespetroleum.com

DUNS # N/A State Where Business Entity Was Formed: Arizona

Remit to Address (if different than above): _____ Order from Address (if different from above): _____

Address: _____ Address: _____

City: _____ City: _____

State: _____ Zip: _____ State: _____ Zip: _____

Contact for Questions about this bid:

Name: Aaron Williamsen Title: Sales

Phone: 602-316-1293 E-Mail Address: _____
aaron@westernstatespetroleum.com

Day-to-Day Project Contact (if awarded):

Name: Aaron Williamsen Title: Sales

Phone: 602-316-1293 E-Mail Address: _____
aaron@westernstatespetroleum.com

Sales/Use Tax Information (check one).

☐ Respondent is located outside Arizona and does NOT collect Arizona State Sales/Use Tax. (The City will pay use tax directly to the Arizona Department of Revenue.)

☐ Respondent is located outside Arizona, but is authorized to collect Arizona Sales/Use Taxes. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities.)

State Sales Tax Number: _____ City of: _____ AZ
City Sales Tax Number: _____
Applicable Tax Rate: _____ %

☒ Respondent is located in Arizona. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities)

State Sales Tax Number: _____ City of: _____ AZ
City Sales Tax Number: _____
Applicable Tax Rate: _____ %

EXCEPTIONS & CONFIDENTIAL INFORMATION

Exceptions (mark one).

Respondents shall indicate any and all exceptions taken to the provisions or specifications in this Solicitation. Exceptions that surface elsewhere in the Response and that do not also appear under this section shall be considered rejected by the City, invalid and of no contractual significance.

Other Forms or Documents: If the City is required by the awarded Respondent to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Respondents forms or documents.

***Special Note – Any material exceptions taken to the City's Specifications and/or Standard Terms and Conditions may render a Bid Non-responsive.**



No exceptions



Exceptions Taken: Please describe exact sections to which exception is taken. If proposing new or modified language, your firm shall identify the requested language below or provide as additional attachment. The City reserves the right to accept or reject any requested exceptions listed in the below section or attached to the solicitation.

Confidential/Proprietary Information (mark one).



No confidential/proprietary materials have been included with this Response.



Confidential/Proprietary materials included with Response. Respondent must identify below any portion of their Response deemed confidential or proprietary and attach additional pages if necessary (See Mesa Standard Terms and Conditions related to Public Records). Requests to deem the entire bid as confidential will not be considered. The disclosure by the City of information deemed by Respondent as confidential or proprietary is governed by City of Mesa Procurement Rules.

GENERAL QUESTIONNAIRE

1. Compliance with Applicable Laws. Respondent complies with Exhibit 1, Draft Agreement, Exhibit C, Mesa Standard Terms & Conditions, 9. "Compliance with Applicable Laws"? ☒ Yes ☐ No
2. Delivery. Delivery, as stated in Scope of Work, can be met. ☒ Yes ☐ No
If no, specify number of days for delivery _____
3. Payment terms. Payment Due (Not less than net 30 days): _____
Payment Discount of _____% if invoices are paid within _____ days of receipt.
4. Procurement Card. Does Respondent allow payment of invoices using a Procurement Card?
☐ Yes ☒ No (Marking a "no" answer will not disqualify your Response.)
Discount for Procurement Card Purchases? _____%
5. Cooperative Purchasing. The use of this Agreement as a cooperative purchasing agreement available to other governmental agencies is described in the Mesa Standard Terms and Conditions. The use of this Agreement as a cooperative purchasing agreement is subject to approval by the Respondent as designated below.
6. Does Respondent agree to extend the prices, terms and conditions of the Agreement to other agencies as specified in the Standard Terms and Conditions?
☒ Yes ☐ No (Marking a "no" answer will not disqualify your Response.)

Addenda.

Respondents are responsible for verifying receipt of any addenda issued by checking the City's website at www.mesaaz.gov/business/purchasing or the Vendor Self Service portal prior to the Response Due date and time. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive. Failure to review addenda does not negate Respondent's initial offer and holds Respondent for any changes prior to Response Due date and time.

Acknowledgement of Receipt and Consideration of Addenda (if applicable):

Addenda # 1 ☐ 2 ☐ 3 ☐ 4 ☐

LAWFUL PRESENCE AFFIDAVIT

☒ **CHECK HERE AND SKIP THIS AFFIDAVIT IF:** Respondent is an LLC, a Corporation or a Partnership as indicated on your W-9. (Please include a copy of your W-9)

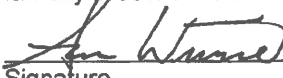
COMPLETE THIS AFFIDAVIT IF: Respondent is an Individual (Natural Person) or a Sole Proprietor as indicated on your W-9. (Please include a copy of your W-9)

ARS § 1-502 requires any person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See the Solicitation Instructions for more information).

Please place a check mark next to the applicable document and present the document to the City employee. If mailing the response, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)

- ☐ 1. **Arizona driver license issued after 1996.**
Print first 4 numbers/letters from license: _____
- ☐ 2. **Arizona non-operating identification license.**
Print first 4 numbers/letters: _____
- ☐ 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**
Year of birth: _____ Place of birth: _____
- ☐ 4. **United States Certificate of Birth abroad.**
Year of birth: _____ Place of birth: _____
- ☐ 5. **United States passport.**
Print first 4 numbers/letters on Passport: _____
- ☐ 6. **Foreign passport with a United States Visa.**
Print first 4 numbers/letters on Passport: _____
Print first 4 numbers/letters on Visa: _____
- ☐ 7. **I-94 form with a photograph.**
Print first 4 numbers on I-94: _____
- ☐ 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD: _____
- ☐ 9. **Refugee travel document.**
Date of Issuance: _____ Refugee Country: _____
- ☐ 10. **United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.: _____
- ☐ 11. **United States Certificate of Citizenship.**
Date of Issuance: _____ Place of Issuance: _____
- ☐ 12. **Tribal Certificate of Indian Blood.**
Date of Issuance: _____ Name of Tribe: _____
- ☐ 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____ Place of Birth: _____

In accordance with the requirements of Arizona law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.



Signature

Aaron Williamsen

Print Name

06-21-2016

Date

Western States Petroleum, Inc

Business/Company Name

Verification of Attachment by City Staff:

Signature Date

RESPONDENT CERTIFICATION

By submitting the Response and signing this Certification, the Respondent understands and certifies to all of the following:

- a) The information provided in Respondent's Response is true and accurate to the best of Respondent's knowledge.
- b) Respondent is under no legal prohibition that would prevent Respondent from contracting with the City of Mesa.
- c) Respondent has read and understands the Solicitation packet as a whole (including attachments, exhibits, and referenced documents) and: (i) can attest that Respondent is in compliance with the requirements of the Solicitation packet; and (ii) is capable of fully carrying out the requirements of the Solicitation as set forth in Respondent's Response.
- d) To Respondent's knowledge, Respondent and Respondent's employees have no known, undisclosed conflicts of interest as defined by applicable law or City of Mesa Procurement Rules. If Respondent or Respondent employees have a known conflict of interest, Respondent has disclosed the conflict in its Response.
- e) Respondent did not engage in any anti-competitive practices related to its Response or the Solicitation. The prices offered by Respondent were independently developed without consultation or collusion with any other Respondents or potential Respondents.
- f) No gifts, payments or other consideration were made to any City employee, officer, elected official, agent, or consultant who has or may have a role in the procurement process for the services/materials covered by the Solicitation.
- g) Respondent grants the City of Mesa permission to copy all parts of its Response including, without limitation, any documents and materials copyrighted by Respondent: (i) for the City's use in evaluating the Response; and (ii) to be disclosed in response to a public records request under Arizona's public records law (A.R.S. § 39-121 et. seq.) or other applicable law, subpoena, or other judicial process provided such disclosure is in accordance with City of Mesa Procurement Rule 6.13.
- h) If a contract is awarded to Respondent as a result of the Response submitted to the Solicitation Respondent will:
 - i. Provide the materials or services specified in the Response in compliance with all applicable federal, state, and local statutes, rules and policies;
 - ii. Honor all elements of the Response submitted by Respondent to the City including, but not limited to, the price and the materials/services to be provided; and
 - iii. Enter into an agreement with the City based on the terms and conditions of the Solicitation and the Response, subject to any negotiated exceptions and terms.
- i) Respondent is current in all obligations due to the City including any amounts owed the City and any licenses/permits required for the general lawful conduct of business. Respondent shall acquire all licenses/permits necessary to lawfully conduct business specific to the Solicitation prior to the execution of a contract with the City pertaining to the Solicitation.
- j) The signatory of this Certification is an officer or duly authorized agent of Respondent with full power and authority to submit binding offers for the goods/services specified herein. Respondent intends by the submission of this Certification to be bound by the terms of the Certification, Solicitation, and Response, subject to any negotiated terms/exceptions.

ACCEPTED AND AGREED TO BY RESPONDENT:

Company Name: Western States Petroleum, Inc

Signature: 

Printed Name: Aaron Williamsen

Title: Sales

Date: 06-21-2016

**REVISED 7/12/16 ATTACHMENT B
RESPONDENT QUESTIONNAIRE**

Respondent Company Name/ DBA: <u>Western States Petroleum, Inc.</u>	
Years in business providing fueling services: <u>40</u>	
Contractor's License No(s): <u>N/A</u> (Submit a copy with the Response)	Type:
Number of employees at location that would serve under a contract from the Solicitation: <u>44</u>	
Provide names, contact and telephone numbers of three (3) organizations that have received similar services from your company. At least one reference should be comparable in size to the City's proposed contract.	
Firm/Government Agency Name: <u>Pinto Valley Mine</u>	
Contact Person: <u>Maria Billingsley</u>	Phone: <u>928-473-6477</u>
Address: <u>Hwy 60</u> <u>miami, Az. 85539</u>	Fax: <u>928-473-6300</u>
	E-Mail Address: <u>mbillingsley@pintovalleymine.com</u>
Total Annual \$ Value of Work: <u>\$15,000,000.00</u>	
Supplies/Services and Dates Provided: <u>ULS Dyed Diesel - Full loads daily</u>	
Firm/Government Agency Name: <u>SRP</u>	
Contact Person: <u>JC Campbell</u>	Phone: <u>602-236-4854</u>
Address: <u>PO Box 52025</u> <u>Phoenix, AZ. 85072</u>	Fax: <u>602-914-8750</u>
	E-Mail Address: <u>Jc.campbell@srpnet.com</u>
Total Annual \$ Value of Work: <u>\$3,500,000.00</u>	
Supplies/Services and Dates Provided: <u>B20 Clear & Dyed Diesel. Bulk and packaged lubricants.</u>	
Firm/Government Agency Name: <u>Overland Petroleum</u>	
Contact Person: <u>Darin Snow</u>	Phone: <u>435-628-4141</u>
Address: <u>PO Box 910550</u> <u>St. George, UT. 84791</u>	Fax: <u>435-628-2285</u>
	E-Mail Address: <u>dsnow@overlandpetro.com</u>
Total Annual \$ Value of Work: <u>\$1,500,000.00</u>	
Supplies/Services and Dates Provided: <u>Full loads ULS Dyed Diesel and 87 cbs. Weekly / Daily</u>	

**REVISED 7/12/16 ATTACHMENT B
RESPONDENT QUESTIONNAIRE**

The fuel is (list manufacturer, brand, etc.): <u>Multiple / Major Brands</u>
Can delivery be made within forty-eight (48) hours of receipt of an order. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If "no", explain _____
Will bidder provide: a. split load deliveries: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> b. tank top-off deliveries: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Does the bidder agree to make an oxygenated blend of unleaded regular gasoline available that will comply with Maricopa County requirements? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If "no", explain _____
Subcontractors: List subcontractor(s) that will participate in carrying out the obligations of any resulting contract.
<u>N/A</u>

ATTACHMENT C
DELIVERY LOCATION, TANK SIZE AND ANNUAL ESTIMATED USAGE



2016201 - DELIVERY
LOCATION, TANK SIZE

TEMPE UNION HIGH SCHOOL DISTRICT

Loc. No.	Department Name/Address	Type of Fuel	Tank Qty - Size in Gal.
1	District 500 West Guadalupe Road, Tempe, AZ 85283	Unleaded & #2 Diesel (underground)	Two (2) 12,000
2	Mountain Point 4201 E. Knox Road, Phoenix, AZ 85044	#2 Diesel (underground)	One (1) 500

15,000 gallons of diesel per month, 15,000 gallons of unleaded per year

CITY OF GLENDALE:

Item No.	Department Name/Address	Type of Fuel	Tank Qty - Size in Gal. per Tank.
1	Maintenance Yard 6210 W. Myrtle Avenue Glendale, AZ 85301	CBG Ethanol 10% Unleaded Diesel B20	One (1) - 12,000 One (1) - 12,000
2	Fire Station #153 14061 N. 59 th Avenue Glendale, AZ 85306	E-85 #2 ULS Diesel	One (1) - 12,000 One (1) - 12,000
3	Fire/Police Station #155 6255 W. Union Hills Road Glendale, AZ 85308 Secure Site	CBG Ethanol 10% Unleaded #2 ULS Diesel	One (1) - 12,000 One (1) - 12,000
4	Glendale Landfill 11480 W. Glendale Avenue Glendale, AZ 85311	#2 ULS Diesel	One (1) - 4,000 ABOVE GROUND
5	Various generator stations located around the City that may require deliveries of up to 1,000 gals. Annually.	#2 ULS Diesel - Red Dye	Varies

Location #1 will use approximately 70% of the total estimated fuel quantity. Location #1 will place all orders and specify the delivery site at time of order. Unless noted otherwise, all tanks are below ground, but not all are subject to "LUST" tax. * Above ground locations are exempt. Deliveries to Location #2 must be made between 7:00AM and 9:00AM weekdays. Location #3 is a secured site, and deliveries must be phoned in to City personnel at least 30 minutes prior to delivery for site access. Deliveries to Location #4 must be made between 6:00AM and 8:00AM weekdays.

ATTACHMENT D
REVERSE AUCTION PROCEDURES, TERMS AND CONDITIONS



EASi REVERSE
AUCTION PROCEDUR

Addendum 1
ATTACHMENT D Revised
REVERSE AUCTION PROCEDURES AND BIDDER TERMS AND CONDITIONS

REVERSE AUCTION PROCEDURES

1. EASI will provide written notice to each bidder through email regarding the bidder's inclusion or exclusion from the qualified bidders list. This will be the official invitation to participate in the Reverse Auction.

INVITATION

1. EASI will work with the bidder to prepare for the auction event. Preparation may include, but is not limited to: testing of the bidder interface, review and discussion of Online Reverse Auction event procedures and other documentation, and training.
2. During the Online Reverse Auction event, only those bidders on the qualified bidders list will be allowed to participate in the auction event. EASI will provide the necessary administrative support to ensure that the integrity of the auction event is not compromised.
3. EASI will keep an event record, which will include the prices offered by the bidders.
4. The EASI bidder interface will be configured such that a bidder will not know the identity of competing bidders.
5. EASI will begin the event through electronic notification to all qualified bidders. Bidders may submit multiple prices during the event.
6. Bids must be submitted by, or under the direction of, an authorized representative of the bidder as designated in the qualifications summary.
7. The auction event will have a scheduled stop time. The event may be extended if bids are received within a predetermined amount of time prior to the scheduled stop time. Specific procedures on time extension will be contained in the event procedures that will be reviewed and discussed with all qualified bidders.
8. The event will conclude at either the scheduled stop time or at the time at which all extensions are completed, whichever is later.
9. After the conclusion of the auction event, the City may consider further negotiations with the most advantageous proposer. If the City is unable to come to an agreement with the most advantageous proposer then the City reserves the right to award to the next most advantageous proposer.

REVERSE AUCTION TRANSACTION FEE

The design, maintenance and operation of the Solution requires substantial costs and investment by EASI. Thus, a Fee based on the total final purchase price stated upon award will be charged to the awarded Supplier. The Fee for specific products and services for each Online Bid shall be owed by Supplier upon the execution of each awarded sale resulting from Supplier's submission of any request for quotations through this Solution. Supplier hereby acknowledges that once you have viewed or received a request for quotation through or as a result of the Solution, and submitted an initial quotation of which a sale has ultimately been consummated as a result thereof, whether or not consummated through the Solution or other forms of bids or negotiations, Supplier is obligated to pay the Fee to EASI if as the awarded Supplier. Said Fee will be assessed to the awarded Supplier as follows:

Awarded Supplier Reporting and Payment Terms and Conditions:

The awarded Supplier will be responsible to pay the Fee of one (\$0.01) cent per gallon to EASI for all contract sales from the Buyer, any of its political subdivisions or any other entity (the "Buying Agent") resulting from this bidding event or subsequent contract. The fee is not to exceed \$30,000 per contract term (not annually), per agency utilizing the agreement.

Upon any renewals or extensions the \$30,000 fee cap would reset, and a new not to exceed fee of \$30,000 per extension term, per agency utilizing the agreement would begin.

Upon notification of award from the Buyer, the awarded Supplier is required to provide ACH or credit card account payment information ("Preferred Transaction Fee Payment Method") to EASI. EASI will charge the awarded Supplier via the Preferred Transaction Fee Payment Method based on the terms below:

1.) Term Purchases: For Term or ongoing purchases, awarded Supplier is required to enter into the Solution all Buyer's payments received (the "Payment" or "Payments") and details of the items, quantities and prices associated with those Payment(s) received within ten (10) days of the end of each month. If awarded Supplier fails to enter Buyer's payment information by the 10th of the month EASI will charge to Supplier's Preferred Transaction Fee Payment Method an amount equal to one month of the overall contract value estimated by the Buyer times the Fee percentage. The Fee will be charged to your Preferred Transaction Fee Payment Method on the fifteenth of each month.

2.) Audit Right: the Buyer and EASI reserve the right to audit the accuracy of the Fees. Audits shall be conducted during regular business hours, upon not less than fifteen (15) business day's prior written notice, and in such a manner as not to unreasonably interfere with the awarded Supplier's normal business activities. Fees will be due immediately for any errors or omissions disclosed by any such audit. If, as a result of any such audit, Fees are determined to have been underpaid by more than five percent (5%) for the period audited, awarded Supplier shall pay for the costs of such audit.

ACCEPTED AND AGREED TO:

Company Name: Western States Petroleum, Inc.

Signature: [Signature]

Printed Name: STEVE TOLBOE

Title: SALES MANAGER

Date: 7/11/16

ATTACHMENT E

REVERSE AUCTION PROCEDURES AND BIDDER TERMS AND CONDITIONS

REVERSE AUCTION PROCEDURES

1. EASi will provide written notice to each bidder through email regarding the bidder's inclusion or exclusion from the qualified bidders list. This will be the official invitation to participate in the Reverse Auction.

INVITATION

1. EASi will work with the bidder to prepare for the auction event. Preparation may include, but is not limited to: testing of the bidder interface, review and discussion of Online Reverse Auction event procedures and other documentation, and training.
2. During the Online Reverse Auction event, only those bidders on the qualified bidders list will be allowed to participate in the auction event. EASi will provide the necessary administrative support to ensure that the integrity of the auction event is not compromised.
3. EASi will keep an event record, which will include the prices offered by the bidders.
4. The EASi bidder interface will be configured such that a bidder will not know the identity of competing bidders.
5. EASi will begin the event through electronic notification to all qualified bidders. Bidders may submit multiple prices during the event.
6. Bids must be submitted by, or under the direction of, an authorized representative of the bidder as designated in the qualifications summary.
7. The auction event will have a scheduled stop time. The event may be extended if bids are received within a predetermined amount of time prior to the scheduled stop time. Specific procedures on time extension will be contained in the event procedures that will be reviewed and discussed with all qualified bidders.
8. The event will conclude at either the scheduled stop time or at the time at which all extensions are completed, whichever is later.
9. After the conclusion of the auction event, the City may consider further negotiations with the most advantageous proposer. If the City is unable to come to an agreement with the most advantageous proposer then the City reserves the right to award to the next most advantageous proposer.

REVERSE AUCTION TRANSACTION FEE

The design, maintenance and operation of the Solution requires substantial costs and investment by EASi. Thus, a Fee based on the total final purchase price stated upon award will be charged to the awarded Supplier. The Fee for specific products and services for each Online Bid shall be owed by Supplier upon the execution of each awarded sale resulting from Supplier's submission of any request for quotations through this Solution. Supplier hereby acknowledges that once you have viewed or received a request for quotation through or as a result of the Solution, and submitted an initial quotation of which a sale has ultimately been consummated as a result thereof, whether or not consummated through the Solution or other forms of bids or negotiations, Supplier is obligated to pay the Fee to EASi if as the awarded Supplier. Said Fee will be assessed to the awarded Supplier as follows:

Awarded Supplier Reporting and Payment Terms and Conditions:

The awarded Supplier will be responsible to pay the Fee of one (\$0.01) cent per gallon to EASi for all contract sales from the Buyer, any of its political subdivisions or any other entity (the "Buying Agent") resulting from this bidding event or subsequent contract. The fee is not to exceed \$30,000 per contract term (not annually), per agency utilizing the agreement.

Upon any renewals or extensions the \$30,000 fee cap would reset, and a new not to exceed fee of \$30,000 per extension term, per agency utilizing the agreement would begin.

Upon notification of award from the Buyer, the awarded Supplier is required to provide ACH or credit card account payment information ("Preferred Transaction Fee Payment Method") to EASi. EASi will charge the awarded Supplier via the Preferred Transaction Fee Payment Method based on the terms below:

1.) One-Time Purchase Contracts: Upon receipt of a Buyer's purchase order (the "Purchase Order") for a One-Time Purchase, awarded Supplier is required to upload into the Solution a copy of the Purchase Order and submit Purchase Order details including descriptions, quantities, dollar amounts and estimated delivery dates of the anticipated purchased items (the "Purchased Items"). Fifty percent (50%) of the Fee will be charged to your Preferred Transaction Fee Payment Method fifteen (15) days of the issuance of a Purchase Order, with the remaining fifty percent (50%) charged within fifteen (15) days of delivery of the Purchased Items. If the total payment for the One-Time Purchase Contract exceeds the purchase order amount, the Fee will be charged on the additional amount within fifteen (15) days of receipt of the additional purchase order amount payment.

2.) Term Purchases: For Term or ongoing purchases, awarded Supplier is required to enter into the Solution all Buyer's payments received (the "Payment" or "Payments") and details of the items, quantities and prices associated with those Payment(s) received within ten (10) days of the end of each month. If awarded Supplier fails to enter Buyer's payment information by the 10th of the month EASi will charge to Supplier's Preferred Transaction Fee Payment Method an amount equal to one month of the overall contract value estimated by the Buyer times the Fee percentage. The Fee will be charged to your Preferred Transaction Fee Payment Method on the fifteenth of each month.

3.) Audit Right: the Buyer and EASi reserve the right to audit the accuracy of the Fees. Audits shall be conducted during regular business hours, upon not less than fifteen (15) business day's prior written notice, and in such a manner as not to unreasonably interfere with the awarded Supplier's normal business activities. Fees will be due immediately for any errors or omissions disclosed by any such audit. If, as a result of any such audit, Fees are determined to have been underpaid by more than five percent (5%) for the period audited, awarded Supplier shall pay for the costs of such audit.

ACCEPTED AND AGREED TO:

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____



Addendum #1

TO: All Bidders Receiving Request for Bids (RFB) 2016201

FROM: Darryl Woodson, Senior Procurement Officer **DWoodson**

DATE: June 22, 2016

SUBJECT: Sample Online Pricing & Compensation and Revised Attachments C and D

All firms are hereby notified that the Request for Bids for **GASOLINE AND DIESEL FUEL** has been revised by this addendum. ~~#~~ \

A sample Online Pricing and Compensation page has been added. Attachment C has been modified to include the estimated gallons used annually. Also, Attachment D, Awarded Supplier Payment Terms and Conditions was changed and item 1, was deleted.

The pre-bid scheduled for July 7, at 10:00 a.m. (Arizona time) will offer individuals unable to attend in person to call in via teleconference. The phone number will be (480) 644-6120, pin #319405.

All other terms and conditions remain unchanged at this time. Bidders are reminded that responses are due in the Purchasing office no later than 3:00 p.m. (local time) on **Thursday, July 14, 2016**.

Please contact me at darryl.woodson@mesaaz.gov or Cyndi.Gonzales@MesaAZ.gov with any questions you may have regarding this addendum.

c: file 2016201

PRICING & COMPENSATION								
DISCOUNT / MARKUPS								
for Truck and Trailer Deliveries: (5,000 gallons and Over)								
Contract Prices will be tied to the OPIS Index as indicated below								
Item	Fuel Type - Description	OPIS Index as of 7/18/2016	Vendor Discount	Vendor Markup	Price per Gallon with Discount	Price per Gallon with Markup	Annual Estimate Gallons	Extended Price
1	CBG Ethanol 10% Unleaded Gasoline		Online	Online	Online	Online	2,546,104	
2	#2 ULS Diesel & Biodiesel Fuels (B20)		Online	Online	Online	Online	1,614,081	
3	#2 ULS Diesel - Red Dye		Online	Online	Online	Online	1,537,257	
4	E-85 Flex-Fuel		Online	Online	Online	Online	0	
Sub-Total								
Bidder must provide either a discount or markup for all items in this section. FOB Destination, excluding all applicable taxes and based on the OPIS average rack price for Arizona published on July 18, 2016.								
DISCOUNT / MARKUPS								
for Van Wagon Deliveries: (Less than 5,000 gallons)								
Contract Prices will be tied to the OPIS Index as indicated below								
Item	Fuel Type - Description	OPIS Index as of 7/18/2016	Vendor Discount	Vendor Markup	Price per Gallon with Discount	Price per Gallon with Markup	Annual Estimate Gallons	Extended Price
5	CBG Ethanol 10% Unleaded Gasoline		Online	Online	Online	Online	15,000	
6	#2 ULS Diesel & Biodiesel Fuels (B20)		Online	Online	Online	Online	14,000	
7	#2 ULS Diesel - Red Dye		Online	Online	Online	Online	0	
8	E-85 Flex-Fuel		Online	Online	Online	Online	4,500	
Sub-Total								
TOTAL								
Bidder must provide either a discount or markup for all items in this section. FOB Destination, excluding all applicable taxes and based on the OPIS average rack price for Arizona published on July 18, 2016.								

ADDENDUM 1 - DELIVERY LOCATIONS

CITY OF MESA:

Item No.	Department Name/Address	Type of Fuel	Tank Quantity Size in Gal. per Tank.
1	Fleet Services (West) 300 East 6th Street Mesa, AZ	CBG Ethanol 10% Unleaded #2 ULS Diesel	Six (6) - 12,000 Three (3) - 12, 000
2	Falcon Field Airport Police/Fire/Customer Service Substation 4534 E. McKellips Road Mesa, AZ	CBG Ethanol 10% Unleaded #2 ULS Diesel	One (1) - 10,000 One (1) - 10,000
3	Dobson Ranch Police/Fire/Customer Service Substation 2505 S. Dobson Road Mesa, AZ Secure Site	 #2 ULS Diesel	 One (1) - 10,000
4	Dobson Ranch Golf Course 2155 S. Dobson Road Mesa, AZ	 #2 ULS Diesel	 One (1) - 3,000
5	Mesa Police Department 130 North Robson Mesa, AZ	 #2 ULS Diesel	 One (1) - 550
6	Fleet Services (East) 6935 E. Decatur Mesa, AZ	CBG Ethanol 10% Unleaded #2 ULS Diesel	Six (6) - 12,000 Three (3) - 12,000
7	Superstition Police/Fire Substation 2430 South Ellsworth Mesa, AZ Secure Site	CBG Ethanol 10% Unleaded #2 ULS Diesel	One (1) - 12,000 One (1) - 12,000
8	Red Mountain Police Substation 4333 E. University Dr. Mesa, AZ Secure Site	CBG Ethanol 10% Unleaded	Two (2) - 15,000
9	Fiesta Police Substation 1010 W. Grove Avenue Mesa, AZ Secure Site	CBG Ethanol 10% Unleaded	Two (2) - 15,000
*10	Queen Creek Utility Yard 34630 N. Schnepf Road Queen Creek, AZ	CBG Ethanol 10% Unleaded above-ground tank	One (1) - 1,000
*11	Fire Station #205 730 S. Greenfield Road Mesa, AZ	#2 ULS Diesel above-ground trailer	One (1) - 580
*12	Fire Station #216 7966 E. McDowell Road Mesa, AZ	#2 ULS Diesel above-ground tank	One (1) - 1000

Item No.	Department Name/Address	Type of Fuel	Tank Quantity Size in Gal. per Tank.
13	Various generator stations located around the City that may require deliveries of up to 1,000 gals. Annually.	CBG Ethanol 10% Unleaded	Varies

Location #1 will use approximately 66% of the total estimated fuel quantity. Location #1 will place all orders and specify the delivery site at time of order. Unless noted otherwise, all tanks are below ground, but not all are subject to "LUST" tax. * Above ground locations are exempt. The City's three (3) Police substations are secured sites. Deliveries to these locations must be made between 6:30 AM and 2:30 PM weekdays.

All deliveries must be phoned in to City personnel located at drop site at least 30 minutes prior to delivery.

MESA PUBLIC SCHOOLS NO. 4

MECA PUBLIC SCHOOLS NO. 4

Loc. No.	Department Name/Address	Type of Fuel	Tank Qty Size in Gal. per Tank
1	Transportation Dept. 549 N. Stapley Mesa, AZ	CBG Ethanol 10% Unleaded 8,500 gal 1x /month	One (1) – 20,000
		#2 ULS Red Dye 7,500 gal 3x /month	Two (2) – 20,000
2	Broadway - Satellite 109 East Broadway Mesa, AZ	CBG Ethanol 10% Unleaded 7,500 gal 3x /month	One (1) - 10,000
		#2 ULS Diesel 8,500 gal. 1 x / quarterly	One (1) - 10,000
		#2 ULS Red Dye 7,500 gal 2x /month	One (1) - 10,000
3	Fremont - Satellite 837 N. Power Road Mesa, AZ	CBG Ethanol 10% Unleaded 8,500 gal 1x every 2 months	One (1) - 10,000
		#2 ULS Red Dye 7,500 gal 3x /month	Three (3) – 10,000
Note: Location #1 will order all fuel and specify the delivery site at time of order. All tanks are below ground, but not all are subject to "LUST" tax. Buyers will specify which locations are exempt. Delivery hours: Stapley- 5:00am to 6:00 pm Fremont- 5:00am to 6:00 pm Broadway- 5:00am to 5:00 pm			

TOWN OF GILBERT

Loc. No.	Department Name/Address	Type of Fuel	Tank Qty Size in Gal. per Tank
1	Site: 001 NASC 900 E Juniper Ave. (M-Th. 7:30-5:00) <i>Deliveries: On Guadalupe Rd East of Lindsay Rd, go south on Freestone Pkwy which will lead you directly to our entrance gate to be buzzed in)</i> <i>Typical orders 5,000-7,500 gal. / week</i>	CBG Ethanol 10% Unleaded (underground)	One (1) - 12,000
		CBG Ethanol 10% Unleaded (underground)	One (1) - 6,000
		Diesel B20 (underground)	One (1) - 6,000
2	Site: 003 SASC 4760 S. GREENFIELD RD. (M-F. 7:30-5:00) <i>Deliveries: On Guadalupe Rd East of Lindsay Rd, go south on Freestone Pkwy which will lead you directly to our entrance gate to be buzzed in)</i> <i>Typical orders 7,500-15,000 gal. / week</i>	Diesel B20 (underground)	One (1) - 20,000
		CBG Ethanol 10% Unleaded (underground)	One (1) - 5,000
		CBG Ethanol 10% Unleaded (underground)	One (1) - 10,000
3	Site: 251 Fire Station 1 2730 E. Williams Field (M-Th. 6:00-4:00) <i>Deliveries: Contact Jeff Stein to access fuel tanks (480) 503-6363</i> <i>Typical orders 1,000-1,500 gal. / month</i>	CBG Ethanol 10% Unleaded (above ground)	One (1) - 2,000
		*Diesel B20 (above ground)	One (1) - 8,000
4	Site: 252 Fire Station 252 2855 E. Guadalupe Rd. (M-Th. 6:00-4:00) <i>Deliveries: Contact Jeff Stein to access fuel tanks (480) 503-6363</i>	*Diesel B20 (above ground)	One (1) - 2,000
5	Site: 253 Fire Station 253 1011 E Guadalupe Rd. (M-Th. 6:00-4:00) <i>Deliveries: Contact Jeff Stein to access fuel tanks (480) 503-6363</i>	*Diesel B20 (above ground)	One (1) - 2,000
6	Site: 255 Fire Station 255 3630 E. Germann Rd. (M-Th. 6:00-4:00) <i>Deliveries: Contact Jeff Stein to access fuel tanks (480) 503-6363</i>	*Diesel B20 (above ground)	One (1) - 2,000

Loc. No.	Department Name/Address	Type of Fuel	Tank Qty Size in Gal. per Tank
7	Site: 256 Fire Station 256 3595 E. Warner Rd. (M-Th. 6-4) <i>Deliveries: Contact Jeff Stein to access fuel tanks (480) 503-6363</i>	*Diesel B20 (above ground)	One (1) - 2,000
8	Site: 257 Fire Station 257 625 W. Warner Rd. (M-Th. 6-4) <i>Deliveries: Contact Jeff Stein to access fuel tanks (480) 503-6363</i>	*Diesel B20 (above ground)	One (1) - 2,000
9	Site: 258 Fire Station 258 1095 E. Germann Rd. (M-Th. 6-4) <i>Deliveries: Contact Jeff Stein to access fuel tanks (480) 503-6363</i>	*Diesel B20 (above ground)	One (1) - 2,000
10	Site: 2510 Fire Station 1330 W. Guadalupe Rd. (M-Th. 6-4) <i>Deliveries: Contact Jeff Stein to access fuel tanks (480) 503-6363</i>	*Diesel B20 (above ground)	One (1) - 2,000

*Typical Orders are 500 gallons per month

GILBERT PUBLIC SCHOOLS

Loc. No.	Department Name/Address	Type of Fuel	Tank QTY. size in Gal. per Tank
1	Gilbert Base 140 South Gilbert Road <i>Typical orders 7,200 gal. / month</i>	CBG Ethanol 10% Unleaded (underground)	One (1) 10,000
		ULS Red Dye Diesel (underground)	Two (2) 10,000
2	Power Base 7025 East Guadalupe Road <i>Typical orders 7,200 gal. / month</i>	CBG Ethanol 10% Unleaded & #2 Diesel Split in Half (above ground)	One (1) 12,000

TEMPE UNION HIGH SCHOOL DISTRICT

Loc. No.	Department Name/Address	Type of Fuel	Tank Qty - Size in Gal.
1	District 500 West Guadalupe Road, Tempe, AZ 85283	Unleaded & #2 Diesel (underground)	Two (2) 12,000
2	Mountain Point 4201 E. Knox Road, Phoenix, AZ 85044	#2 Diesel (underground)	One (1) 500

15,000 gallons of diesel per month, 15,000 gallons of unleaded per year

CITY OF GLENDALE:

Item No.	Department Name/Address	Type of Fuel	Tank Qty - Size in Gal. per Tank.
1	Maintenance Yard 6210 W. Myrtle Avenue Glendale, AZ 85301	CBG Ethanol 10% Unleaded Diesel B20	One (1) - 12,000 One (1) - 12,000
2	Fire Station #153 14061 N. 59 th Avenue Glendale, AZ 85306	E-85 #2 ULS Diesel	One (1) - 12,000 One (1) - 12,000
3	Fire/Police Station #155 6255 W. Union Hills Road Glendale, AZ 85308 Secure Site	CBG Ethanol 10% Unleaded #2 ULS Diesel	One (1) - 12,000 One (1) - 12,000
4	Glendale Landfill 11480 W. Glendale Avenue Glendale, AZ 85311	#2 ULS Diesel	One (1) - 4,000 ABOVE GROUND
5	Various generator stations located around the City that may require deliveries of up to 1,000 gals. Annually.	#2 ULS Diesel - Red Dye	Varies

Location #1 will use approximately 70% of the total estimated fuel quantity. Location #1 will place all orders and specify the delivery site at time of order. Unless noted otherwise, all tanks are below ground, but not all are subject to "LUST" tax. * Above ground locations are exempt. Deliveries to Location #2 must be made between 7:00AM and 9:00AM weekdays. Location #3 is a secured site, and deliveries must be phoned in to City personnel at least 30 minutes prior to delivery for site access. Deliveries to Location #4 must be made between 6:00AM and 8:00AM weekdays.

ANNUAL ITEMIZED ESTIMATE BY AGENCY (GALLONS)					
LOCATION		CBG Ethanol 10% Unleaded Gasoline	#2 ULS Diesel & Biodiesel (B20)	#2 ULS Diesel - Red Dye	E-85
1	City of Mesa	1,044,194	778,081	0	0
2	Gilbert Public Schools	90,000	0	357,157	0
3	City of Glendale	581,000	600,000	5,100	4,500
4	Mesa Public School	200,000	25,000	825,000	0
5	Tempe Union High School	15,000	165,000	0	0
6	Town of Gilbert	631,000	60,000	350,000	0
	TOTAL	2,561,194	1,628,081	1,537,257	4,500

Addendum 1
ATTACHMENT D Revised
REVERSE AUCTION PROCEDURES AND BIDDER TERMS AND CONDITIONS

REVERSE AUCTION PROCEDURES

1. EASi will provide written notice to each bidder through email regarding the bidder's inclusion or exclusion from the qualified bidders list. This will be the official invitation to participate in the Reverse Auction.

INVITATION

1. EASi will work with the bidder to prepare for the auction event. Preparation may include, but is not limited to: testing of the bidder interface, review and discussion of Online Reverse Auction event procedures and other documentation, and training.
2. During the Online Reverse Auction event, only those bidders on the qualified bidders list will be allowed to participate in the auction event. EASi will provide the necessary administrative support to ensure that the integrity of the auction event is not compromised.
3. EASi will keep an event record, which will include the prices offered by the bidders.
4. The EASi bidder interface will be configured such that a bidder will not know the identity of competing bidders.
5. EASi will begin the event through electronic notification to all qualified bidders. Bidders may submit multiple prices during the event.
6. Bids must be submitted by, or under the direction of, an authorized representative of the bidder as designated in the qualifications summary.
7. The auction event will have a scheduled stop time. The event may be extended if bids are received within a predetermined amount of time prior to the scheduled stop time. Specific procedures on time extension will be contained in the event procedures that will be reviewed and discussed with all qualified bidders.
8. The event will conclude at either the scheduled stop time or at the time at which all extensions are completed, whichever is later.
9. After the conclusion of the auction event, the City may consider further negotiations with the most advantageous proposer. If the City is unable to come to an agreement with the most advantageous proposer then the City reserves the right to award to the next most advantageous proposer.

REVERSE AUCTION TRANSACTION FEE

The design, maintenance and operation of the Solution requires substantial costs and investment by EASi. Thus, a Fee based on the total final purchase price stated upon award will be charged to the awarded Supplier. The Fee for specific products and services for each Online Bid shall be owed by Supplier upon the execution of each awarded sale resulting from Supplier's submission of any request for quotations through this Solution. Supplier hereby acknowledges that once you have viewed or received a request for quotation through or as a result of the Solution, and submitted an initial quotation of which a sale has ultimately been consummated as a result thereof, whether or not consummated through the Solution or other forms of bids or negotiations, Supplier is obligated to pay the Fee to EASi if as the awarded Supplier. Said Fee will be assessed to the awarded Supplier as follows:

Awarded Supplier Reporting and Payment Terms and Conditions:

The awarded Supplier will be responsible to pay the Fee of one (\$0.01) cent per gallon to EASi for all contract sales from the Buyer, any of its political subdivisions or any other entity (the "Buying Agent") resulting from this bidding event or subsequent contract. The fee is not to exceed \$30,000 per contract term (not annually), per agency utilizing the agreement.

Upon any renewals or extensions the \$30,000 fee cap would reset, and a new not to exceed fee of \$30,000 per extension term, per agency utilizing the agreement would begin.

Upon notification of award from the Buyer, the awarded Supplier is required to provide ACH or credit card account payment information ("Preferred Transaction Fee Payment Method") to EASi. EASi will charge the awarded Supplier via the Preferred Transaction Fee Payment Method based on the terms below:

1.) Term Purchases: For Term or ongoing purchases, awarded Supplier is required to enter into the Solution all Buyer's payments received (the "Payment" or "Payments") and details of the items, quantities and prices associated with those Payment(s) received within ten (10) days of the end of each month. If awarded Supplier fails to enter Buyer's payment information by the 10th of the month EASi will charge to Supplier's Preferred Transaction Fee Payment Method an amount equal to one month of the overall contract value estimated by the Buyer times the Fee percentage. The Fee will be charged to your Preferred Transaction Fee Payment Method on the fifteenth of each month.

2.) Audit Right: the Buyer and EASi reserve the right to audit the accuracy of the Fees. Audits shall be conducted during regular business hours, upon not less than fifteen (15) business day's prior written notice, and in such a manner as not to unreasonably interfere with the awarded Supplier's normal business activities. Fees will be due immediately for any errors or omissions disclosed by any such audit. If, as a result of any such audit, Fees are determined to have been underpaid by more than five percent (5%) for the period audited, awarded Supplier shall pay for the costs of such audit.

ACCEPTED AND AGREED TO:

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____



Addendum #2

TO: All Bidders Receiving Request for Bids (RFB) 2016201

FROM: Darryl Woodson, Senior Procurement Officer **DWoodson**

DATE: July 12, 2016

SUBJECT: Addendum #2 - Pre-Bid Conference Questions and Clarifications

All firms are hereby notified that the Request for Bids for **GASOLINE AND DIESEL FUEL** has been revised by this addendum.

This Addendum includes a Revised Locations and Estimated Quantities Listing, a Revised Respondent Questionnaire, a Revised Pricing & Compensation Page and a list of Vendor Questions and Answers.

In addition, Item numbers 6, 8, 9 and 17 in the Scope of Work have been revised. There will be no additional fees allowed for split load and tank top-off deliveries. Fire Stations number 203 and 209 have been added to the City of Mesa's list of locations. Fuel quantities have also been revised and updated.

SCOPE OF WORK

6. **SPLIT DELIVERY AND TOP-OFF LOAD REQUIREMENTS.** The City and the named agencies currently request that some deliveries be split between *multiple* locations. It is highly preferable that these services continue to be available. ***Split deliveries to multiple locations are not to be combined for the purpose of receiving a lower per gallon rate.*** The Arizona Department of Weight and Measures requires an annual vapor recovery test be performed on all qualifying tanks. ***For annual vapor recovery testing, vendors must charge the full tank-load (5,000 gallons or more) discount rate for top-off and split fuel deliveries.*** In order to comply with this directive, top-off loads will be requested as necessary. The bidder shall indicate whether split deliveries and top-off loads are offered in the space provided on attachment B, Respondent Questionnaire.
8. **DELIVERY TICKETS.** As required by ADEQ Tier II laws, all delivery tickets must delineate the supplier's name, address, brand of fuel, grade of fuel and *manual* dip stick reading prior to unloading and shall be provided at time of delivery. An additional notation of the spill bucket being clean and dry when the driver leaves the drop site must all be made on the delivery ticket. The buyer shall only authorize payment for the actual quantity of fuel delivered to each site.
9. **DELIVERY METHOD.** Tank Wagon deliveries for gasoline and diesel shall be for a maximum of 4,999 gallons. Truck and Trailer deliveries for gasoline shall be for a minimum of 5,000 gallons. ***Vendors must carry short, long and coaxial adaptors for all deliveries.*** ~~Vehicles shall be owned or leased by the Seller and operated by employees of the Seller.~~
- 17b. **RENEWAL AND EXTENSION PRICING.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with **Section 15 and 16** above, **pricing** may not be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

All other terms and conditions remain unchanged at this time. Due to this addendum, the due date has been changed. Bid responses are now due in the Purchasing office no later than 3:00 p.m. (local time) on **Thursday, July 21, 2016.**

Please contact me at darryl.woodson@mesaaz.gov or Cyndi.Gonzales@MesaAZ.gov with any questions you may have regarding this addendum.

REVISED (7/12/16) DELIVERY LOCATIONS

CITY OF MESA:

Item No.	Department Name/Address	Type of Fuel	Tank Quantity Size in Gal. per Tank.
1	Fleet Services (West) 300 East 6th Street Mesa, AZ	CBG Ethanol 10% Unleaded Diesel B20	Six (6) - 12,000 Three (3) - 12, 000
2	Falcon Field Airport Police/Fire/Customer Service Substation 4534 E. McKellips Road Mesa, AZ	CBG Ethanol 10% Unleaded #2 ULS Diesel	One (1) - 10,000 One (1) - 10,000
3	Dobson Ranch Police/Fire/Customer Service Substation 2505 S. Dobson Road Mesa, AZ Secure Site	 #2 ULS Diesel	 One (1) - 10,000
4	Dobson Ranch Golf Course 2155 S. Dobson Road Mesa, AZ	 #2 ULS Diesel	 One (1) - 3,000
5	Mesa Police Department 130 North Robson Mesa, AZ	 #2 ULS Diesel	 One (1) - 550
6	Fleet Services (East) 6935 E. Decatur Mesa, AZ	CBG Ethanol 10% Unleaded Diesel B20	Six (6) - 12,000 Three (3) - 12,000
7	Superstition Police/Fire Substation 2430 South Ellsworth Mesa, AZ Secure Site	CBG Ethanol 10% Unleaded #2 ULS Diesel	One (1) - 12,000 One (1) - 12,000
8	Red Mountain Police Substation 4333 E. University Dr. Mesa, AZ Secure Site	CBG Ethanol 10% Unleaded	Two (2) - 15,000
9	Fiesta Police Substation 1010 W. Grove Avenue Mesa, AZ Secure Site	CBG Ethanol 10% Unleaded	Two (2) - 15,000
*10	Queen Creek Utility Yard 34630 N. Schnepf Road Queen Creek, AZ	CBG Ethanol 10% Unleaded above-ground tank	One (1) - 1,000
*11	Fire Station #203 1340 W. University Mesa, AZ	#2 ULS Diesel above-ground trailer	One (1) - 3,000
*12	Fire Station #205 730 S. Greenfield Road Mesa, AZ	#2 ULS Diesel above-ground trailer	One (1) - 580
*13	Fire Station #209 7035 E. Southern Mesa, AZ	#2 ULS Diesel above-ground trailer	One (1) - 586

Item No.	Department Name/Address	Type of Fuel	Tank Quantity Size in Gal. per Tank.
*14	Fire Station #216 7966 E. McDowell Road Mesa, AZ	#2 ULS Diesel above-ground tank	One (1) – 1000
15	Various generator stations located around the City that may require deliveries of up to 1,000 gals. Annually.	CBG Ethanol 10% Unleaded	Varies

Location #1 will use approximately 66% of the total estimated fuel quantity. Location #1 will place all orders and specify the delivery site at time of order. Unless noted otherwise, all tanks are below ground, but not all are subject to "LUST" tax. * Above ground locations are exempt. The City's three (3) Police substations are secured sites. Deliveries to these locations must be made between 6:30 AM and 2:30 PM weekdays.

All deliveries must be phoned in to City personnel located at drop site at least 30 minutes prior to delivery.

MESA PUBLIC SCHOOLS NO. 4

Loc. No.	Department Name/Address	Type of Fuel	Tank Qty Size in Gal. per Tank
1	Transportation Dept. 549 N. Stapley Mesa, AZ	CBG Ethanol 10% Unleaded 8,500 gal 1x /month	One (1) – 20,000
		#2 ULS Red Dye 7,500 gal 3x /month	Two (2) – 20,000
2	Broadway - Satellite 109 East Broadway Mesa, AZ	CBG Ethanol 10% Unleaded 7,500 gal 3x /month	One (1) - 10,000
		#2 ULS Diesel 8,500 gal. 1 x / quarterly	One (1) - 10,000
		#2 ULS Red Dye 7,500 gal 2x /month	One (1) - 10,000
3	Fremont - Satellite 837 N. Power Road Mesa, AZ	CBG Ethanol 10% Unleaded 8,500 gal 1x every 2 months	One (1) - 10,000
		#2 ULS Red Dye 7,500 gal 3x /month	Three (3) – 10,000
Note: Location #1 will order all fuel and specify the delivery site at time of order. All tanks are below ground, but not all are subject to "LUST" tax. Buyers will specify which locations are exempt. Delivery hours: Stapley- 5:00am to 6:00 pm Fremont- 5:00am to 6:00 pm Broadway- 5:00am to 5:00 pm			

TOWN OF GILBERT

Loc. No.	Department Name/Address	Type of Fuel	Tank Qty Size in Gal. per Tank
1	Site: 001 NASC 900 E Juniper Ave. (M-Th. 7:30-5:00) <i>Deliveries: On Guadalupe Rd East of Lindsay Rd, go south on <u>Freestone Pkwy</u> which will lead you directly to our entrance gate to be buzzed in)</i> <i>Typical orders 5,000-7,500 gal. / week</i>	CBG Ethanol 10% Unleaded (underground)	One (1) - 12,000
		CBG Ethanol 10% Unleaded (underground)	One (1) - 6,000
		Diesel B20 (underground)	One (1) - 6,000
2	Site: 003 SASC 4760 S. GREENFIELD RD. (M-F. 7:30-5:00) <i>Deliveries: On Guadalupe Rd East of Lindsay Rd, go south on <u>Freestone Pkwy</u> which will lead you directly to our entrance gate to be buzzed in)</i> <i>Typical orders 7,500-15,000 gal. / week</i>	Diesel B20 (underground)	One (1) - 20,000
		CBG Ethanol 10% Unleaded (underground)	One (1) - 5,000
		CBG Ethanol 10% Unleaded (underground)	One (1) - 10,000
3	Site: 251 Fire Station 1 2730 E. Williams Field (M-Th. 6:00-4:00) <i>Deliveries: Contact Jeff Stein to access fuel tanks (480) 503-6363</i> <i>Typical orders 1,000-1,500 gal. / month</i>	CBG Ethanol 10% Unleaded (above ground)	One (1) - 2,000
		*Diesel B20 (above ground)	One (1) - 8,000
4	Site: 252 Fire Station 252 2855 E. Guadalupe Rd. (M-Th. 6:00-4:00) <i>Deliveries: Contact Jeff Stein to access fuel tanks (480) 503-6363</i>	*Diesel B20 (above ground)	One (1) - 2,000
5	Site: 253 Fire Station 253 1011 E Guadalupe Rd. (M-Th. 6:00-4:00) <i>Deliveries: Contact Jeff Stein to access fuel tanks (480) 503-6363</i>	*Diesel B20 (above ground)	One (1) - 2,000
6	Site: 255 Fire Station 255 3630 E. Germann Rd. (M-Th. 6:00-4:00)	*Diesel B20 (above ground)	One (1) - 2,000

Loc. No.	Department Name/Address	Type of Fuel	Tank Qty Size in Gal. per Tank
	<i>Deliveries: Contact Jeff Stein to access fuel tanks (480) 503-6363</i>		
7	Site: 256 Fire Station 256 3595 E. Warner Rd. (M-Th. 6-4) <i>Deliveries: Contact Jeff Stein to access fuel tanks (480) 503-6363</i>	*Diesel B20 (above ground)	One (1) - 2,000
8	Site: 257 Fire Station 257 625 W. Warner Rd. (M-Th. 6-4) <i>Deliveries: Contact Jeff Stein to access fuel tanks (480) 503-6363</i>	*Diesel B20 (above ground)	One (1) - 2,000
9	Site: 258 Fire Station 258 1095 E. Germann Rd. (M-Th. 6-4) <i>Deliveries: Contact Jeff Stein to access fuel tanks (480) 503-6363</i>	*Diesel B20 (above ground)	One (1) - 2,000
10	Site: 2510 Fire Station 1330 W. Guadalupe Rd. (M-Th. 6-4) <i>Deliveries: Contact Jeff Stein to access fuel tanks (480) 503-6363</i>	*Diesel B20 (above ground)	One (1) - 2,000

*Typical Orders are 500 gallons per month

GILBERT PUBLIC SCHOOLS

Loc. No.	Department Name/Address	Type of Fuel	Tank QTY. size in Gal. per Tank
1	Gilbert Base 140 South Gilbert Road <i>Typical orders 7,200 gal. / month</i>	CBG Ethanol 10% Unleaded (underground)	One (1) 10,000
		ULS Red Dye Diesel (underground)	Two (2) 10,000
2	Power Base 7025 East Guadalupe Road <i>Typical orders 7,200 gal. / month</i>	CBG Ethanol 10% Unleaded & #2 Diesel Split in Half (above ground)	One (1) 12,000

TEMPE UNION HIGH SCHOOL DISTRICT

Loc. No.	Department Name/Address	Type of Fuel	Tank Qty - Size in Gal.
1	District 500 West Guadalupe Road, Tempe, AZ 85283	Unleaded & #2 Diesel (underground)	Two (2) 12,000
2	Mountain Point 4201 E. Knox Road, Phoenix, AZ 85044	#2 Diesel (underground)	One (1) 500

15,000 gallons of diesel per month, 15,000 gallons of unleaded per year

CITY OF GLENDALE:

Item No.	Department Name/Address	Type of Fuel	Tank Qty - Size in Gal. per Tank.
1	Maintenance Yard 6210 W. Myrtle Avenue Glendale, AZ 85301	CBG Ethanol 10% Unleaded Diesel B20	One (1) - 12,000 One (1) - 12,000
2	Fire Station #153 14061 N. 59 th Avenue Glendale, AZ 85306	E-85 #2 ULS Diesel	One (1) - 12,000 One (1) - 12,000
3	Fire/Police Station #155 6255 W. Union Hills Road Glendale, AZ 85308 Secure Site	CBG Ethanol 10% Unleaded #2 ULS Diesel	One (1) - 12,000 One (1) - 12,000
4	Glendale Landfill 11480 W. Glendale Avenue Glendale, AZ 85311	#2 ULS Diesel (above ground)	One (1) - 4,000
5	Various generator stations located around the City that may require deliveries of up to 1,000 gals. Annually.	#2 ULS Diesel – Red Dye	Varies

Location #1 will use approximately 70% of the total estimated fuel quantity. Location #1 will place all orders and specify the delivery site at time of order. Unless noted otherwise, all tanks are below ground, but not all are subject to "LUST" tax. * Above ground locations are exempt. Deliveries to Location #2 must be made between 7:00AM and 9:00AM weekdays. Location #3 is a secured site, and deliveries must be phoned in to City personnel at least 30 minutes prior to delivery for site access. Deliveries to Location #4 must be made between 6:00AM and 8:00AM weekdays.

REVISED 7/12/16 ANNUAL ITMIZED ESTIMATE BY AGENCY (GALLONS)						
LOCATION		CBG Ethanol 10% Unleaded Gasoline	#2 ULS Diesel	Biodiesel (B20)	#2 ULS Diesel - Red Dye	E-85
1	City of Mesa	1,044,194	92,359	638,582	0	0
2	Gilbert Public Schools	90,000	0	0	357,157	0
3	City of Glendale	581,000	220,000	380,000	5,100	4,500
4	Mesa Public School	612,000	270,000	0	720,000	0
5	Tempe Union High School	15,000	165,000	0	0	0
6	Town of Gilbert	631,000	60,000	0	350,000	0
	TOTAL	2,973,194	807,359	1,018,582	1,432,257	4,500

REVISED 7/12/16 ATTACHMENT B
RESPONDENT QUESTIONNAIRE

Respondent Company Name/ DBA:	
Years in business providing fueling services:	
Contractor's License No(s): (Submit a copy with the Response)	
Type:	
Number of employees at location that would serve under a contract from the Solicitation:	
Provide names, contact and telephone numbers of three (3) organizations that have received similar services from your company. At least one reference should be comparable in size to the City's proposed contract.	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
Total Annual \$ Value of Work: \$ _____, Supplies/Services and Dates Provided:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
Total Annual \$ Value of Work: \$ _____, Supplies/Services and Dates Provided:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
Total Annual \$ Value of Work: \$ _____, Supplies/Services and Dates Provided:	

[illegible]

REVISED (7/12/16) PRICING & COMPENSATION								
DISCOUNT / MARKUPS								
For Truck and Trailer Deliveries: (5,000 gallons and Over)								
Contract Prices will be tied to the OPIS Index as indicated below								
Item	Fuel Type - Description	OPIS Index as of 7/25/2016	Vendor Discount	Vendor Markup	Price per Gallon with Discount	Price per Gallon with Markup	Annual Estimate Gallons	Extended Price
1	CBG Ethanol 10% Unleaded Gasoline		Online	Online	Online	Online	2,973,194	
2	#2 ULS Diesel		Online	Online	Online	Online	807,359	
3	Biodiesel Fuels (B20)		Online	Online	Online	Online	1,018,582	
4	#2 ULS Diesel - Red Dye		Online	Online	Online	Online	1,432,257	
5	E-85 Flex-Fuel		Online	Online	Online	Online	0	
							Sub-Total	
Bidder must provide either a discount or markup for all items in this section. FOB Destination, excluding all applicable taxes and based on the OPIS average rack price for Arizona published on July 25, 2016.								
DISCOUNT / MARKUPS								
for Van Wagon Deliveries: (Less than 5,000 gallons)								
Contract Prices will be tied to the OPIS Index as indicated below								
Item	Fuel Type - Description	OPIS Index as of 7/25/2016	Vendor Discount	Vendor Markup	Price per Gallon with Discount	Price per Gallon with Markup	Annual Estimate Gallons	Extended Price
6	CBG Ethanol 10% Unleaded Gasoline		Online	Online	Online	Online	15,000	
7	#2 ULS Diesel		Online	Online	Online	Online	14,000	
8	Biodiesel Fuels (B20)		Online	Online	Online	Online	0	
9	#2 ULS Diesel - Red Dye		Online	Online	Online	Online	0	
10	E-85 Flex-Fuel		Online	Online	Online	Online	4,500	
							Sub-Total	
							TOTAL	
Bidder must provide either a discount or markup for all items in this section. FOB Destination, excluding all applicable taxes and based on the OPIS average rack price for Arizona published on July 25, 2016.								

RFB 2016201 FUEL BID VENDOR QUESTIONS & ANSWERS

1. Is the Vendor Conference mandatory to attend? No
2. Is it a requirement that we own our own vehicles, or can we use common carriers? No / Yes, provided they (common carriers) meet the insurance requirements.
3. Does the Biodiesel need to meet any feed stock levels? Can you take soy/animal fat bio? See Scope of Work #11
4. Can we NO BID the tank wagon and still bid on the transport portion? No
5. Can you please provide a breakdown of which locations will be considered tank wagon? No
6. You state that the OPIS is to be based off of Arizona, will you accept pricing based off of OPIS/PHOENIX? Yes
7. What is the red dyed diesel to be used for? Red dye is used to by certain entities for reduced tax.
8. Can you please provide beginning and ending dates for this contract? 10/1/16 to 9/30/19 with 2 one year options at the City's discretion.
9. Can you please provide which locations (if any) will need a pump for delivery? unknown
10. Can you please provide a list of vendors that received this bid? Yes.
11. Please confirm that taxes are not to be included in the pricing? Correct
12. Will you accept an alternative price of a firm fixed price per gallon? No, not at this time.
13. If so, will you accept our clauses attached? No clauses attached If not, which ones do you reject? N/A
14. What is the award date? We anticipate the Council award on August 29.
15. When is the first board meeting after the bid opening? N/A
16. When will tabulations be made available? By July 26th.
17. Does the city pay net 10 (detailed specification page 18 section 12.) or net 30 (page 25) the bid has both options? It's based on the entity, to be negotiated.
18. Can we just bid on certain products or do we need to bid on all three products? All items must be bid.
19. Page 1 - City of Mesa – does not list any information on estimated usage per load or annually. Our best estimates for the 12K to 15k tanks is approximately 7,500 to 8,500 gal. per load.
20. As to the OPIS, will the morning 10AM EST be used, or the Closing report? Will it be based off the gross or net report? OPIS base price. Can you clarify that all pricing will be based off of the number published on the Monday of that week? Use the morning (10 a.m. EST)
21. When is the last date questions can be submitted? Thursday, Revised to 7/14.
22. Who is the incumbent supplier or suppliers? Supreme Oil
23. Is this an all or nothing bid, or will individual line items be awarded? Yes, it's all or nothing.
24. What is the contract start date? Anticipated contract start is 10/1/16.

25. What is the contract end date? initial term expires on 9/30/2019 with two 1-year renewal options.
26. Can you clarify estimated delivery amounts per location? Some of the information is present, but not for all locations. See addendum #1
27. Can you clarify the estimated annual/monthly usage amounts by location? See addendum #1.
28. Is this going to be tied to a specific OPIS city and which report posting Monday will we use (10AM or closing)? Metro Phoenix area (AZ), 10 a.m.
29. Are there any specific invoicing requirements that will need to be met? Yes, see draft contract 5.5, Invoices. (for City of Mesa)
30. By Arizona OPIS, do you mean Phoenix OPIS average? Yes, Metro Phoenix area.
31. Would you consider using OPIS Daily rather than OPIS weekly pricing? No.
32. You want the same pricing for all entities even though payment terms range from Net 10 to Net 30? Yes.
33. We cannot accept payment by Procurement Card or eProcurement at the same pricing as check or EFT. How do we account for that? Or can we state not accepted? Yes.
34. Also, I do not see this bid listed on line. How do we submit it online rather than via mail? It states on page 3 of the instructions about submitting either an electronic or hard copy bid.
35. What is your current pricing formula? 5K gallons or more is .045 cents per gallon off OPIS – 4,999 gallons or less OPIS price plus .04 cents per gallon.
36. Does the City want to be priced off of the statewide OPIS average? No
37. Does the city want to be priced off of a certain OPIS city in Arizona? No
38. Does the city want to be priced off of the OPIS average from Phoenix AZ? Yes
39. Must vendors make deliveries via vendor owned trucks? No
40. Can vendors make deliveries via common carrier? Yes, provided they meet all insurance requirements.
41. Is there a fee associated with the reverse auction? Yes, If so, what is the amount of that fee? The fee is one (1) penny per gallon, caps at \$30K per agency.
42. Is there a fee for submitting this bid electronically, (No) is a hard copy required also, if submitted electronically? Hard copy not necessary if submitted electronically.
43. When will qualified vendors be notified about the reverse auction? Approximately 5 to 7 days.
44. Is the pre-bid conference mandatory? No.
45. Please provide the annual volume for the City of Glendale locations. See addendum #1.
46. Please provide the annual volume for ULSD & B20 separately. See addendum #2.
47. Are binders required to be submitted with the hard copies? No.
48. Are spec sheets required to be submitted with the bid? see Scope of Work.



Addendum #3

TO: All Bidders Receiving Request for Bids (RFB) 2016201

FROM: Darryl Woodson, Senior Procurement Officer **DWoodson**

DATE: July 14, 2016

SUBJECT: Addendum #3 – Current Pricing and Auction Date Clarification

All firms are hereby notified that the Request for Bids for **GASOLINE AND DIESEL FUEL** has been revised by this addendum. This Addendum is to correct the fee currently being charged for tank wagon deliveries and to provide Bidders the revised date and time of the reverse auction.

1. The City's current pricing formula paid for deliveries of five thousand (5,000) gallons or more is .045 cents per gallon discount off OPIS published price; for deliveries of 4,999 gallons or less, the City pays the OPIS price plus a markup of .0975 cents per gallon.
2. Clarification for pricing, the City is requesting one markup or discount for all fuel orders of 5,000 gallons and more and one markup or discount for fuel deliveries of 4,999 gallons or less.
3. Approved Bidders will be invited to participate in the Reverse Auction starting 2:00 P.M., local Arizona time on July 28, 2016.

All other terms and conditions remain unchanged at this time. Bidders are reminded that bids are due in the Purchasing office no later than 3:00 p.m. (local time) on **Thursday, July 21, 2016**.

Please contact me at darryl.woodson@mesaaz.gov or Cyndi.Gonzales@MesaAZ.gov with any questions you may have regarding this addendum.

c: Jim Ruiz
Kelsey Resnick, EASI
kresnick@eaauctionservices.com
file 2016201

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
WESTERN STATES PETROLEUM, INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

The method of payment is provided in Section 3 of the Agreement. The amount of compensation is provided in the attached Exhibit B Pricing.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project shall not exceed \$15,300,000 for the entire term of the Agreement (initial term plus any renewals).

DETAILED PROJECT COMPENSATION

The purchase of gasoline and diesel fuel for City of Glendale on an as-needed basis for Fleet Management of the Public Works Department.

**EXHIBIT B
PRICING**

Item	Fuel Type - Description	Vendor Discount / Markup off OPIS Weekly Rate
1	CBG Ethanol 10% Unleaded Gasoline	(\$0.0300)
2	#2 ULS Diesel	(\$0.0280)
3	Biodiesel Fuels (B20)	(\$0.0945)
4	#2 ULS Diesel - Red Dye	(\$0.0300)
5	E-85 Flex-Fuel	(\$0.0150)
6	CBG Ethanol 10% Unleaded Gasoline	\$0.1000
7	#2 ULS Diesel	\$0.0795
8	Biodiesel Fuels (B20)	\$0.0500
9	#2 ULS Diesel - Red Dye	\$0.0800
10	E-85 Flex-Fuel	\$0.0000