GILA COUNTY

NOTICE OF

INVITATION FOR BID

SOLICITATION NUMBER

041414

BULK FUEL AND LUBRICANTS

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GILA COUNTY
PROCUREMENT GROUP
NOTICE OF INVITATION FOR BID

1400 East Ash Street
Globe, Arizona
85501

SOLICITATION NUMBER
041414

BID DUE DATE: June 11, 2014 **TIME:** 10:00 AM

DESCRIPTION: BULK FUEL & LUBRICANTS

PRE-BID CONFERENCE: "Not Applicable"

Bid Opening and Submittal Location: Gila County Procurement – Guerrero Building
Opening: Conference Room
1400 E. Ash Street, Globe, AZ 85501

In accordance with A.R.S. §41-2533, Invitation For Bid for the materials or services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents contact the Procurement Group at (928) 402-8612.

Additional instructions for preparing a bid are provided in Section 4, page 17, of the bid documents to Offerors as contained within this solicitation.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County procurement code. A copy of the Code is available for review in the office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

Advertisement Dates: May 28 and June 4, 2014

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department:	Gila County Public Works Division Consolidated Roads
Type of Contract:	Term
Term of Contract:	12 months with 2 one year renewal options
Phone Number:	928-402-8612

Signed: _____ Date: 5/13/2014
Michael A. Pastor, Chairman, Board of Supervisors

Signed: _____ Date: 5/13/2014
Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

SECTION 1
SPECIFICATIONS

1. **Purpose**

It is the intent of this Invitation for Bid to establish a contract with a qualified contractor to purchase and deliver Bulk Fuel and Lubricants for Gila County.

2. **Contractor Responsibilities**

Contractor shall be required, upon delivery, to pump all fuels from containers into the County's storage tanks. It is the responsibility of the Contractor to supply pumps, hoses, etc. to appropriately pump the fuels to the storage tanks.

Contractor shall send copies of all delivery tickets as outlined in Item 5 of this section, to the individual identified on the County's purchase order via email or fax within two (2) business days of delivery.

Contractor shall ensure delivery of correct quantities ordered. Any delivery in excess of actual quantities ordered shall be refused.

Contractor shall be responsible for any damage to equipment resulting from the delivery of fuel and from fuel product.

Contractor shall be responsible for all spillage, which may occur during transit, loading or unloading operations. Definition of a spill is any amount of fuel that can puddle on the ground; also the spill bucket or spill box must be free of debris and fuel at completion of the delivery.

Contractor shall immediately report any spillage or damage to the County. Clean up of spillage and/or repairs to the damaged equipment shall be performed in accordance with EPA and State of Arizona guidelines. Contractor must contact Terry Solberg at 928-812-0436 or John Root at 928-402-8524 when spillage occurs.

Fuel delivery trucks shall at all times comply with current State of Arizona and Federal regulations pertaining to fuel vapor control.

3. **County Responsibilities**

The County will ensure access to the fuel locations during normal business hours of 7:00 A.M., MST through 4:00 P.M., MST, Monday through Friday.

The County will make an effort to ensure proper staff is on site when fuel is delivered in order to sign and date fuel delivery tickets. If fuel can not be delivered during normal business hours, stated above, please contact the Fuel Coordinator at 928-812-0436.

The State of Arizona Department of Environmental Quality (ADEQ) reserves the right to test fuels for compliance. Contractor's failure to meet fuel compliance may be cause for contract cancellation.

4. Product Specifications

Gasoline & Oxygenated Fuels

All gasoline shall conform to the American Society for Testing and Materials (ASTM) Standard Specification #D4814-01a for the State of Arizona and any ASTM revision thereafter, subject to the rules, regulations and Clean Air Act waivers of the U.S. Environmental Protection Agency (EPA), and Arizona State Statutes which require the use of reformulated oxygenated gasoline and specify maximum vapor pressures for certain areas.

All regular grade unleaded gasoline fuel shall have a minimum octane (RON plus MON/2) of 87. The State of Arizona Department of Environmental Quality (ADEQ) reserves the right to test fuels for compliance.

All oxygenated or blended fuels shall conform to the ASTM D4814 Standard Specifications for the State of Arizona and meet any EPA waivers for oxygenated or blended fuels.

All fuels shall be blended for climatic conditions and local requirements at each delivery site and have a maximum shelf life of one (1) year.

All gasoline fuel shall be guaranteed against any damage to equipment resulting from the proper use of the product.

Diesel Fuel

All diesel fuel shall conform to ASTM D975-02 Standard Specifications for No. 2 diesel fuel for the State of Arizona and any ASTM revisions thereafter, and EPA's Ultra Low Sulfur Diesel (ULSD) fuel standards.

All fuels shall be blended for climatic conditions and local requirements at each delivery site including winter/summer blends.

All fuels shall have a maximum shelf life of one (1) year.

All diesel fuel shall be guaranteed against any damage to equipment resulting from the improper use of the product.

Supplier(s) who agree to provide fuel to designated areas shall be considered for award. All fuel products, as specified, are to be delivered to all Gila County tank locations within a forty-eight (48) hour period from date/time of order.

Tank Location and Fuel Usage

Tank locations and sizes are subject to change without notice. Other designated or alternate delivery sites may be necessary in the event of an emergency or major disaster; supplier may make an unscheduled delivery. All tanks are AST (Aboveground Tanks)

Fuel Tank Location	Unleaded Tank (gallons)	Diesel Tank (gallons)	Usage for 2013-2014 Thru March 24, 2014 Unleaded	Usage for 2013-2014 Thru March 24, 2014 Diesel	Estimated Usage for 2014-2015 Unleaded	Estimated Usage for 2014-2015 Diesel
Globe Shop 1001 Besich Blvd. Globe, Arizona 85501	10,000	10,000	39,451	19,314	52,600	25,750
Payson Maint. Yard 5324 East Highway 260 Payson, Arizona 85541	4,000	6,000	39,839	31,406	53,120	41,900
Tonto Basin Maint. Yard 127 South Old Highway 188 Tonto Basin, Arizona 85553	3,000	3,000	12,703	7,758	16,940	10,350
Young Maint. Yard Highway 288 Milepost 305 Young, Arizona 85554	2,000	4,000	4,357	5,243	5,800	7,000
Courthouse 1400 E. Ash St., Globe, Arizona 85501	5,000	---	28,062	N/A	37,420	N/A

Lubricants

All products shall be approved for year round use under all load conditions common to normal fleet operations. All products shall meet or exceed the equipment manufacturer's specification, American Petroleum Institute (API) Service Requirements (latest revision) and shall meet all requirements for manufacturer's warranties as outlined by the manufacturer.

Lubricant specifications packaged as non-bulk, i.e., fifty-five (55) gallon drums will be included but not limited for delivery to Gila County and shall be:
Metered Products:

- 15WT – 40WT CL-4
- 5WT – 20WT S/N Full Synthetic Engine Oil
- 5WT – 30WT S/N Full Synthetic Engine Oil
- 90WT API GL-5 Gear Oil
- 75WT – 90W Full Synthetic Gear Oil
- CAT TO-4 30WT or equivalent
- CAT TO-4 50WT or equivalent
- Tractor Hydraulic Oil 46WT
- LLC Extended Life Antifreeze (Pink)

Non-Metered Products:

- Multipurpose #1 Chassis Lube
- Multipurpose #2 Chassis Lube
- Extreme Pressure 3% Moly #1 Chassis Lube
- Extreme Pressure 3% Moly #2 Chassis Lube

5. **Bulk Fuel Delivery Ticket**

A delivery ticket which delineates the Contractor's name, address, type of fuel, grade of fuel, and float gauge reading prior to unloading and following unloading, shall be provided at the time of each delivery and left at each fuel site. A copy of the same delivery ticket shall be submitted per instructions on page 11, Item 5, invoicing.

6. **Equipment**

The Contractor shall provide and maintain during the entire period of this contract, the equipment sufficient in number, operational condition and capacity to efficiently perform the work and render the services required by this contract.

Fuel delivery trucks shall at all times comply with current State of Arizona and Federal regulations pertaining to fuel vapor control.

SECTION 2
GENERAL TERMS AND CONDITIONS

Award Contract

1. The Gila County Board of Supervisors reserves the right to waive any immaterial defects or informalities, or reject any or all offers or portions thereof, or reissue an invitation for bid, whichever is deemed to be in the best interest and most advantageous to Gila County.

2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible bidder(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.

3. Further, the County reserves the right to reject the Offers of any bidder(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.

4. All submitted forms provided in this Invitation for Bid will be reviewed by the Gila County Board of Supervisors.

5. Those Offeror(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose offers are most advantageous of the County may be invited to appear before the Board for an oral review.

6. The apparent successful offeror(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other bidders who have submitted a bid have the right to protest. A protest of a proposed award or of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include:

A. The name, address and telephone number of the protester.
B. The signature of the protester or its representative, and evidence of authority to sign.
C. Identification of the contract and the solicitation or contract number.
D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
E. The form of relief requested.
F. All Protest shall be sent to the attention of the Gila County Clerk of the Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

OFFERORS AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on Attachment "A", Offer and Contract Award, and Attachment "B", Contractors Qualification and Certification Form.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the Invitation for Bid (IFB) issued by the County and the offer submitted by the Contractor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County's Procurement Manager, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment.

Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

Contract Default

A. The County, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or
2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Co-op Use of Contract -- Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The vendor(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the vendor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

Cancellation of County Contracts

This contract is subject to the cancellation provisions of A.R.S. §38-511.

Termination of Contract

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Contractor for acting or failing to act as in any of the following:

1. In the opinion of the County, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.

3. Contractor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, Contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Compensation and Method of Payment

Gila County will pay the Contractor following the submission of itemized invoices for the materials requested. The County will not pay by Statement. No payment shall be issued prior to receipt of material or service. Each invoice must show the contract number, purchase order number, date of delivery, name and mailing address of Contractor.

Payment of Taxes

The Contractor shall be responsible for paying all applicable taxes.

1. State and Local Transaction Privilege Taxes: The County is subject to all applicable state and local transaction privilege taxes. Transaction Privilege taxes applying to the sale are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
2. Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors, to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

IRS W-9 Form

In order to receive payment the Contractor shall have a current I.R.S. W-9 Form on file with the County, unless not required by law.

Purchase Orders

The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the County, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by governmental authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences:

- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
- Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- Inability of either the contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract amendment for a period of time equal to the time that results or effects such delay prevent the delayed party from performing in accordance with the contract.
- Any delay or failure in performance by either party hereto shall not constitute default hereunder or given rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

Warranties

The Contractor warrants that the materials supplied under this contract are free of liens and shall remain free of liens.

Arbitration

The parties to this contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes (Title 41).

Contract Inception

An Offer does not constitute a Contract nor does it confer any rights on the Offeror to award of a Contract. A Contract is not created until the Offer is accepted in writing by the Board of Supervisors on the offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the offer.

SECTION 3
SPECIAL TERMS AND CONDITIONS

1. **Term of Contract**
The term of the contract shall commence upon award and shall remain in effect for a period of twelve (12) months unless terminated, canceled or extended as otherwise provided herein.

2. **Contract Extension**
The Contractor agrees that the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

3. **Changes**
The County reserves the right to revise the delivery schedule and make other changes within the general Scope of Work as may be deemed necessary to best serve the County. All changes shall be documented by formal amendments to the contract.

4. **Bid Evaluation**
In accordance with A.R.S. §41-2533, Competitive Sealed Bidding, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in this Invitation of Bid.

5. **Invoicing**
Separate invoices are required for each shipment of product. The contractor shall submit invoices to the Bill to Address listed on each purchase order document. Additionally, invoices may be emailed to: accountspayable@gilacountyaz.gov .

Each separate invoice shall include at a minimum.

- Description of items and listing of quantities
- Contractor Name and Address
- Date the items were purchased or delivered to the requested location
- Purchase Order and Contract Number
- Price per unit and total per unit
- Freight Charge (not combined with unit cost)
- Applicable taxes
- Total of invoice

All invoices must clearly outline: type of fuel, rack price, contracted price, (plus or minus rack), and applicable taxes.

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the Contractor. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the County for late or finance charges.

The County will make every effort to process payment for the purchase of product within thirty (30) calendar days after receipt by the Accounts Payable department. Delivery of the product to the County does not constitute acceptance, therefore, only the County invoice receipt date will be a valid date for starting the thirty (30) day payment period.

6. **Prompt Payment Discount**
Prompt payment discounts of thirty (30) days or more set forth in the Offer shall be deducted from the Offer for the purpose of evaluating that price. Refer to, Price Sheet, Attachment "C".

7. **Definitions**
- O.P.I.S.: A nationwide petroleum information system which monitors and reports fuel prices per gallon, and fluctuations thereto, at each terminal location, on a daily basis.
- O.P.I.S. Price: A fuel price per gallon as reported by O.P.I.S., DTN Energy or equivalent, for a specific terminal location, for a specific day.
- Rack Price: Same as O.P.I.S. Price, i.e., the price of fuel per gallon at a specific terminal location for a specific day.
- Terminal Location: The product distribution site where fuel is made available to the vendor for storage or resale purposes.

8. **Quantities**
Contractors specifically understand and agree that the quantities used for bidding purpose are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Bid. The County does not guarantee any maximum or minimum amounts of purchase. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

9. **Price Reduction**
A price reduction may be offered at any time during the term of a contract and shall become effective upon notice.

10. **Price Proposal**
The contract price for gasoline and diesel fuel shall be the margin price (in cents, to a REQUIRED four decimal places) for each line item, to be added to, or subtracted from, the weekly average rack price for the type of fuel required, as published by the Oil Price Information Service (O.P.I.S.). The price published by O.P.I.S. each Monday shall be in effect for purchases through Saturday of that week. If O.P.I.S. does not publish a price for the type of fuel required in the current week, the most recent published price shall prevail.

Contract prices shall include all costs required to deliver and unload fuel into the requesting agency's AST storage tank.

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

All prices offered for fuel shall be based on the Oil Price Information Survey (O.P.I.S.) Phoenix Unbranded Average Rack price.

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

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

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

All O.P.I.S. reports shall be faxed or electronically sent to the Fuel Coordinator.

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

If fuel is delivered on a Sunday, pricing shall be referenced from the Saturday's O.P.I.S. report.

No taxes are to be included in the contract prices. Applicable taxes are to be billed as a separate item on invoices.

- REGIONS: Supplier must service all locations listed in the proposal.
  - Copper Region: Globe, Tonto Basin, Roosevelt
  - Timber Region: Payson, Young

Prices shall be in effect for the duration of the contract period at the unit prices bid, subject to the price adjustment in Item No. 10. Negative margins are indicated with less than, more than symbols, or a minus dash. Supplier shall incorporate all freight, profit, and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Supplier's or Gila County's discovery of any such price reduction.

11. Price Adjustment

The County may review a fully documented request for a price increase only after the contract has been in effect for twelve (12) months. Fully documented means that the request shall present detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit price. All assumptions regarding cost factors that have an impact on the requested increase shall also be clearly identified and justified. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The County will determine whether the requested price increase or an alternate option, is in the best interest of the County.

12. Safety Standards

All items and services supplied under this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, the National Fire Protection Association Standards, and the Department of Environmental Quality.

13. Ordering

Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Fuel Management personnel may re-order fuels and lubricants as they become necessary to maintain optimum inventory levels based on the required needs for each site within the County.

14. **Delivery**

Prices shall be F.O.B. destination to the delivery location designated herein. Supplier shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Supplier. All claims for visible or concealed damage shall be filed by the Supplier.

The Board of Supervisors may designate other or alternate delivery sites at any time during the contract. These needs may be based on, but not limited to, seasonal, emergency, historical data.

15. **Warranty**

The Contractor warrants:

- That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
- That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design, materials and workmanship.

16. **Multiple Award**

The County has ongoing requirements for the commodities specified in this solicitation. To provide adequate contract coverage for various locations, multiple awards may be made.

17. **Vendor Registration**

Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed W-9, Attachment "E" of Bid document, on file with the County Procurement Group. No payments shall be made until the form is on file.

18. **Contract Administration**

For information regarding the General and Special Terms and Conditions referenced in the solicitation contact, Jeannie Sgroi, (928) 402-8612, for Product Specifications contact, Brent Cline, (928) 402-8526.

19. **Indemnification**

The Contractor agrees to indemnify and save harmless the County of Gila, its officers, agents and employees, and any jurisdiction or agency issuing permits for any work included in the project, their officers, agents and employees, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

20. **Insurance Requirements**

The Contractor shall furnish Certificate(s) of Insurance to the County within three (3) calendar days of notification of award and prior to all contract extensions.

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below:

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Each Occurrence $1,000,000

The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) $1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to the **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ,** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

21. **Licenses, Permits, Certifications, Fees**
Contractor shall at their own expense, possess or obtain, and retain in force without any violations, complaints, or suspension during the term of the contract, all licenses, permits, certifications, or fees, which are required by law. They shall comply with all federal, state, local and tribal laws, statutes, ordinances, rules, and regulations and the acts, codes, orders, and decrees of any administrative bodies, councils, or tribunals in any manner affecting the performance of the contracted services herein.

SECTION 4
INSTRUCTIONS TO SUBMITTERS

IMPORTANT: SECTION 4, INSTRUCTIONS TO SUBMITTERS AND SECTION 2, GENERAL TERMS AND CONDITIONS - AWARD CONTRACT, ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN SECTION 1, PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN SECTIONS 4 AND 2.

Preparation of Bid

A. Sealed Bids will be received by the County Purchasing Department, from individuals and Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed offers only from qualified, experienced Contractors able to provide service which is, in all respects, responsive to the specifications. All offers shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.

B. Before submitting its Bid each Contractor shall familiarize itself with the Scope of Work, and laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of an Offer will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.

C. Contractors must complete the Attached Forms provided in this Invitation for Bid package in full, original signature in ink, by the person(s) authorized to sign the forms and to be submitted at the time of Bid opening, and made a part of this contract. The County will use the Attached Forms in evaluating the capacity of contractors to perform the Scope of Services as set forth in the Contract. Failure of any contractor to complete and submit the Price Sheet and the Offer and Contract Award pages, at time and place of opening, shall be grounds for automatic disqualification of contractor from further consideration.

D. The names of all persons authorized to sign the bid must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.

E. The full name of each person or company interested in the Bid shall be listed on the offer.

F. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

Amendments

Any addendum issued as a result of any change in this Invitation for Bid must be acknowledged on the Contractor Check List and Addenda Acknowledgment Form, Attachment "I".

Failure to indicate receipt of addenda in one of the above manners may result in a Bid being rejected as non-responsive.

Inquires

A. Any questions related to this Invitation for Bid must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to the Invitation for Bid should refer to the appropriate page and paragraph number. However, the Contractor(s) must not place the Invitation for Bid number on the outside of an envelope containing questions since such an envelope may be identified as a Sealed Bid and may not be opened until after the official Invitation for Bid due date and time. Questions received less than three (3) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

B. Bid results ARE NOT provided in response to telephone inquiries. Bidder must be present at bid opening for results. A tabulation of offers received is on file in the Gila County Board of Supervisors and Procurement offices and available for review after contract award.

Offer Acceptance Period

An Offeror submitting an Offer under this solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the solicitation. If the solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred twenty (120). If a best and final offer is requested pursuant to a request for proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the best and final offer due date.

Late Offers

Globe is considered a "rural" area by many express delivery carriers and thus, they do not guarantee priority delivery (next day). Offerors are encouraged to keep this in mind when arranging delivery of their proposals and are advised herein that late proposals shall be rejected and returned to the bidder regardless of reason for being late. Any Bid received later than the date and time specified on notice for Sealed Bid shall not be considered.

Contract

Submittal Bid Format

It is requested that One (1) Original and Two (2) Copy (3 TOTAL), Original Signatures on all copies, of the Attached Forms, shall be submitted in the format specified in the Invitation for Bid. The County will not be liable for any cost incident to the preparation of offers, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the Offer Section of the Offer and Contract Award Form, contractor certifies:
   A. The submission of the offer did not involve collusion or other anti-competitive practices.
   B. The contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by Contractor awarded the contract to purchase the same products, goods and services, at the same prices stated in the Bid. Delivery charges may differentiate depending on geographical location.

2. Offers submitted early may be modified or withdrawn by notice to the party receiving offers, at the place and prior to the time designated for receipts of offers.

3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to Bid deadline.

REQUIRED ATTACHMENTS:

Offer and Contract Award

Complete and submit all information requested on Attachment "A".

Arizona State Transaction Privilege Tax License Number: Please indicate your Arizona State Transaction Privilege Tax License Number on the Offer and Contract Award, Attachment "A".

- If you have indicated an Arizona State Transaction Privilege Tax License Number, you are authorized to do business in the State of Arizona and are responsible to pay taxes directly to the Department of Revenue (DOR).
- If you do not indicate an Arizona State Transaction Privilege Tax License Number, you will be considered an out-of-state vendor with no presence in the State of Arizona.

Qualification and Certification

Complete and submit all information requested on Attachment "B".

Price Sheet

Complete and submit all information requested on Attachment "C".
Do not add additional comments to the price sheet. Any additional comments may deem the bidder non-responsive.

References

Complete and submit all information requested on Attachment "D".

I.R.S. W-9

Complete and submit all information requested on Attachment "E".
In order to receive payment vendors must have a current W-9 form filed with Gila County, unless not required by law.

Non-Collusion Affidavit

Complete and submit all information requested on Attachment "F".

Intentions Concerning Subcontracting

Complete and submit all information requested on Attachment "G".

Legal Arizona Workers Act Compliance
Complete and submit Attachment "H".

Checklist and Addenda Acknowledgment
Complete and submit all information requested on Attachment "I".

All addendum(s) received concerning the solicitation must be acknowledged on this form.

Bid Submission
Offers shall be submitted in a sealed envelope, a *minimum of* ***Three (3) copies, all with original signatures*** shall be provided by the Contractor.

The words "INVITATION FOR BID" with Bid Title "BULK FUEL & LUBRICANTS", Bid No., "041414", Date "JUNE 11, 2014", and Time "10:00 AM" of Bid opening shall be written on the envelope.

The Contractor shall assume full responsibility for timely delivery at the location designated in the Notice.

ATTACHMENT "A"

OFFER AND CONTRACT AWARD

Gila County
1400 E. Ash Street
Globe, Arizona 85501
(928) 425-3231

Board of Supervisors
Tommie C. Martin, District I
Michael A. Pastor, District II
John D. Marcanti, District III

SOLICITATION NO. 041414

OFFER

TO GILA COUNTY:

The bidder hereby offers and agrees to perform in compliance with all terms, conditions, specifications, and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Arizona State Transaction Privilege Tax License Number
No.: 07-455011-Y

Federal Employer Identification
No.: 33-0488996

Southern Counties Oil Co., a California Limited Partnership
d.b.a. Canyon State Oil
Offeror's (Company) Name

2640 N. 31st Avenue
Address

Phoenix | AZ | 85009
City | State | Zip

602-269-7981 | 602-369-5185 (24 hr Cell)
Phone

602-269-2685
Facsimile

For clarification of this offer, contact:

Stanley W. Watkins
Printed Name

swatkins@canyonstateoil.com
Email Address

P.O. Box 18988 / Payments: P.O. Box 18490
Company Email Address

Signature of Person Authorized to Sign Offer

Stanley W. Watkins | June 10, 2014
Printed Name | Date

Industrial Account Sales & Tech Support
Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR COUNTY USE ONLY)

Your bid is hereby accepted.

The contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's bid as accepted by the County.

This contract shall henceforth be referred to as Contract No. 041414

The contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

GILA COUNTY BOARD OF SUPERVISORS:

Michael A. Pastor, Chairman, Board of Supervisors

Date: 6-24-14

ATTEST:

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp, County Attorney

ATTACHMENT "B"

QUALIFICATION & CERTIFICATION FORM

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 041414

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award. The information may or may not be a determining factor in award.

Bulk Fuel & Lubricant

The Contractor submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

   Canyon State Oil
   2640 M. 31st Avenue, Phoenix, AZ 85009
   602-269-7981

2. Has Contractor (under its present or any previous name) ever failed to complete a contract? _____Yes ___X___No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____Yes ___X___No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract with the Contractor prior to contract expiration (under your firm's present or any previous name)? _____Yes ___X___No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

5. **Contractor Experience Modifier (e-mod) Rating in Arizona:** _____
   (If Applicable)

   A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

6. **Current Arizona Contractor License Number:** N/A
   (If Applicable)

Signature of Authorized Representative

Stanley W. Watkins
Printed Name

Industrial Account Sales & Tech Support
Title

ATTACHMENT "C"

PRICE SHEET

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 041414

Contractor Name: Canyon State Oil Number: N/A

Copper Region: Globe Shop 1001 Besich Blvd., Globe				
Title	**Qty**	**Unit of Measure**	**Total Price OPIS Phoenix + or -**	**Description**
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	+ 0.0235	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 52,600 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	+ 0.0535	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 25,750 gallons

Copper Region: Courthouse 1400 E. Ash Street, Globe				
Title	**Qty**	**Unit of Measure**	**Total Price OPIS Phoenix + or -**	**Description**
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	+ 0.0563	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 37,420 gallons

Copper Region: Tonto Basin – Maintenance Yard 127 S. Old Hwy 188, Tonto Basin				
Title	**Qty**	**Unit of Measure**	**Total Price OPIS Phoenix + or -**	**Description**
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	+ 0.0642	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 16,940 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	+ 0.0942	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 10,350 gallons

ATTACHMENT "C"

PRICE SHEET

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 041414

Timber Region: Payson Maintenance Yard 5324 E. Hwy 260, Payson				
Title	**Qty**	**Unit of Measure**	**Total Price OPIS Phoenix + or -**	**Description**
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	+ 0.0235	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 53,120 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	+ 0.0535	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 41,900 gallons

Timber Region: Young Maintenance Yard Hwy 288, Milepost 305, Young				
Title	**Qty**	**Unit of Measure**	**Total Price OPIS Phoenix + or -**	**Description**
Regular Unleaded Gas, Include Plus or Minus Margin	1	Gallon	+ 0.1440	Regular Unleaded, Plus or Minus Margin Est. Annual Usage Unleaded 5,800 gallons
Diesel, Include Plus or Minus Margin	1	Gallon	+ 0.1740	Diesel, Plus or Minus Margin Est. Annual Usage Unleaded 7,000 gallons

***No** Taxes are to be included in the price.*
Prices shall include all costs required to deliver and unload fuel at the requested location.

ATTACHMENT "C"

PRICE SHEET

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 041414

Contractor Name: Canyon State Oil Number: N/A

LUBRICANTS

METERED PRODUCTS	PRICE PER QUART	PRICE PER JUG	PRICE PER PAIL	PRICE PER DRUM
15W – 40W WT CL-4 (CJ-4)	$4.28	$17.06	$51.15	$505.45
5W – 20W S/N Full Synthetic Engine Oil	$5.46	N/A	N/A	$407.55
5W – 30W S/N Full Synthetic Engine Oil	$5.46	N/A	N/A	$407.55
90W API GL-5 Gear Oil	$4.88	N/A	$70.80	$766.81
75W – 90W Full Synthetic Gear Oil	$11.53	N/A	$201.90	$2,082.30
CAT TO-4 30WT or equivalent	N/A	N/A	$75.55	$667.15
CAT TO-4 50WT or equivalent	N/A	N/A	$75.55	$667.15
Tractor Hydraulic Oil 46WT	N/A	$17.25	$69.65	$697.40
LLC Extended Life Antifreeze (Pink) (ELC - 50/50)	N/A	$9.23	N/A	$473.57

NON-METERED PRODUCTS	PRICE PER TUBE ~~QUART~~	PRICE PER JUG	PRICE PER PAIL	PRICE PER DRUM
Multipurpose #1 Chassis Lube	$2.98	N/A	$122.00	$1,196.00
Multipurpose #2 Chassis Lube	$3.00	N/A	$122.00	$1,040.00
Extreme Pressure 3% Moly #1 Chassis Lube	$3.48	N/A	$155.60	$1,316.00
Extreme Pressure 3% Moly #2 Chassis Lube	$3.75	N/A	$155.60	$1,316.00

Sales Tax, State of: Arizona (Written Name of State) & City of: Phoenix (Written Name of City)

Please indicate your tax status below, if applicable:

- ☐ Out-of-State vendor with a presence in Arizona
- ☐ Out-of-Sate vendor without a presence in Arizona

Contractor agrees to provide service to all locations listed in proposal.

Canyon State Oil
Company Name

Company Representative

If payment is made within 30 days after receipt of goods or services, the above quoted price can be discounted by 0.0 %.

ATTACHMENT "D"

REFERENCES

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 041414

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award. The information may be a determining factor in award.

Please list a minimum of three (3) organizations for which your company has provided services of similar size and scope within the past 12 months.

1. **Company:** GENESEE & WYOMING, INC.
   Contact: Gary Hernandez ghernandez@gwrr.com
   Phone: 928-812-2524
   Address: SR 188 & Bixby Road, Claypool, AZ 85532

2. **Company:** RUMMEL CONSTRUCTION INC.
   Contact: Jessica Alvillar jalvillar@rummelconstruction.com
   Phone: 602-695-9905
   Address: 7520 E. Adobe Dr., Scottsdale, AZ 85255

3. **Company:** SOUTHWEST ROCK PRODUCTS, LLC
   Contact: Jim Gowan jgowan@southwestrockproducts.com
   Phone: 602-541-6965
   Address: 85 W. Combs Road #101-444, San Tan Valley, AZ 85140

Canyon State Oil
Company Name

Signature of Authorized Representative

Industrial Account Sales & Tech Support
Title

ATTACHMENT "E"

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Southern Counties Oil Co., A California Limited Partnership

Business name/disregarded entity name, if different from above
Canyon State Oil, a Division of Southern Counties Oil Co., LP

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☑ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
P.O. Box 18490

Requester's name and address (optional)

City, state, and ZIP code
Phoenix, AZ 85005

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
			–			–				

Employer identification number
3	3	–	0	4	8	8	9	9	6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ 1/29/2013

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

ATTACHMENT "F"

NON-COLLUSION AFFIDAVIT

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 041414

NON-COLLUSION AFFIDAVIT

STATE OF ARIZONA)
)ss
COUNTY OF:)

Stanley W. Watkins
(Affiant)

the Industrial Account Sales & Technical Support
(Title)

of Southern Counties Oil Co., a California Limited Partnership; d.b.a. Canyon State Oil and
(Contractor)

the persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Proposal is genuine and not a sham or collusive, not made in the interest or behalf of any person not herein named, and that the Bidder, has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.

(Signature)

Industrial Account Sales & Technical Support
(Title)

Subscribed and sworn before me this
10 Day of June, 20 14

Signature of Notary Public in and for

the County of Maricopa

State of Arizona

SANDY MUÑOZ
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
April 1, 2018

ATTACHMENT "G"

INTENTIONS CONCERNING SUBCONTRACTING

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 041414

At the time of submission of bids for Invitation for Bid No. 041414 Bulk Fuel & Lubricants, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the County prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, phone number, and ROC number.

☐ It is my intention to subcontract a portion of the work.

☒ It is not my intention to subcontract a portion of the work.

Canyon State Oil
Name of Firm

By: (Signature)

Industrial Account Sales & Tech Support
Title

ATTACHMENT "H"

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 041414

Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

Gila County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Firm. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Firm's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Firm shall be entitled to an extension of time, but not costs.

Signature of Authorized Representative

Stanley W. Watkins
Printed Name

Industrial Account Sales & Tech Support
Title

ATTACHMENT "I"

CHECKLIST AND ADDENDA ACKNOWLEDGEMENT

Gila County
1400 East Ash Street
Globe, Arizona 85501

SOLICITATION NO. 041414

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this Invitation for Bid. If Contractor fails to complete and/or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

CHECKLIST:

REQUIRED DOCUMENT	COMPLETED / EXECUTED
Offer & Contract Award (Attachment A)	✓
Qualification & Certification Form (Attachment B)	✓
Price Sheet (Attachment C)	✓
References (Attachment D)	✓
IRS W-9 Form (Attachment E)	✓
Non-Collusion Affidavit (Attachment F)	✓
Intentions Concerning Subcontractors (Attachment G)	✓
Legal Arizona Works Act Compliance (Attachment H)	✓
Checklist and Addenda Acknowledgment (Attachment I)	✓

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials					
Date	5/19/2014	5/23/2014			

Signed and dated this 10th day of June, 2014

Canyon State Oil
CONTRACTOR:

BY:

Each proposal shall be sealed in an envelope addressed to the Gila County Procurement Group and bear the following statement on the outside of the envelope: **Offeror Name, Bid No. 041414 Bulk Fuel & Lubricants, Date 6-11-14, 10:00 A.M. All bids shall be filed with the Gila County Procurement Group at 1400 E. Ash St., Globe, AZ, on or before June 11, 2014, 10:00 A.M.**

ADDENDUM NO. 1

The following amendments are hereby incorporated into the bid documents for the below stated project:

May 19, 2014

Invitation for Bids No. 041414
Bulk Fuel and Lubricants

The following clarifications, changes, additions, and/or deletions shall be made to the Bid Documents for Invitation for Bids No. 041414 – Bulk Fuel and Lubricants.

This Addendum includes one (1) page.

The Contractor is to acknowledge receipt of this Addendum No. 1 on Attachment "I", Checklist and Addenda Acknowledgement of the Bid Documents prior to submitting its Proposal.

Questions/Answers

1. Have any addendums been released for this bid?
   No – this is Addendum No. 1

2. When is the anticipated award date?
   Award is usually made within six weeks of bid due date.

3. When is the first Board meeting after the bid opening date?
   June 24, 2014.

4. Have you ever terminated a contract for convenience?
   No.

5. Will you split the award to different vendors? For example, award one vendor the fuel and a different vendor the lubricants?
   No

The following statement shall be incorporated into the Bid Documents:
Lubricants will be delivered to the Globe and Star Valley yards only.

This concludes Addendum No. 1

ADDENDUM NO. 2

The following amendments are hereby incorporated into the bid documents for the below stated project:

May 23, 2014

Invitation for Bids No. 041414
Bulk Fuel and Lubricants

The following clarifications, changes, additions, and/or deletions shall be made to the Bid Documents for Invitation for Bids No. 041414 – Bulk Fuel and Lubricants.

This Addendum includes one (1) page.

The Contractor is to acknowledge receipt of this Addendum No. 2 on Attachment "I", Checklist and Addenda Acknowledgement of the Bid Documents prior to submitting its Proposal.

Questions/Answers

1. In Item No. 10 – Price Proposal there seems to be a conflict. The first paragraph references the price percentage to be added or subtracted from the "weekly average rack price", yet the fourth paragraph in the same item states prices to be based on the "Unbranded Average Rack" price? Please clarify.
   Strike out the word in paragraph four that reads "Unbranded".
   All prices offered for fuel shall be based on the Oil Price Information Service (O.P.I.S.) Phoenix ~~Unbranded~~ Average Rack price.

   Replace paragraph four with the following:
   All prices offered for fuel shall be based on the Oil Price Information Service (O.P.I.S.) Phoenix Average Rack price.

This concludes Addendum No. 2