

**CITY CLERK
ORIGINAL**

C-10286
09/22/2015

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SUPREME OIL COMPANY**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 22 day of *September, 2015*, between the City of Glendale, an Arizona municipal corporation (the "City"), and Supreme Oil Company, an Arizona corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On July 1, 2013, 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 Purchase Contract, Contract No. 2013057, which is attached hereto as Exhibit A. The Gasoline and Diesel Fuel Purchase Contract permits its cooperative use by other governmental agencies including the City. The Gasoline and Diesel Fuel Purchase Contract is hereinafter referred to as the Cooperative Purchasing Agreement.
- 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 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 Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was July 1, 2013, until the date the contract expires on June 30, 2016, 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 extend the contract beyond June 30, 2018. The initial period of this Agreement therefore is the period from the

Effective Date of this Agreement until June 30, 2016. The City, however, may renew the term of this Agreement for two (2) one-year periods until the Cooperative Purchasing Agreement expires on June 30, 2018. 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 a one-year 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 C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate 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 the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed three million four hundred thousand dollars (\$3,400,000) annually or ten million two hundred thousand dollars (\$10,200,000) for the term of the contract, as specifically detailed in Exhibit D ("Compensation").

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

7. 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, Ph.D.
6210 West Myrtle, #111
Glendale, Arizona 85301
623-930-2621

and

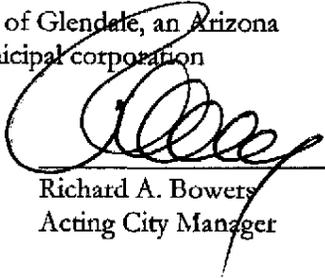
Supreme Oil Company
c/o Garth Davis, President
755 W. A Street, Second Floor
San Diego, CA 92101
(619) 501-3300
arizona@supremeoil.com

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:


Richard A. Bowers
Acting City Manager

“Contractor”

Supreme Oil Company,
an Arizona corporation

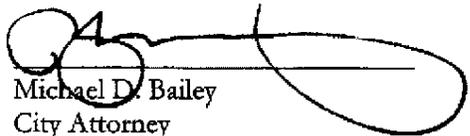
By:


Name: Garth Davis
Title: President

ATTEST:


Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SUPREME OIL COMPANY**

EXHIBIT A

City of Mesa, Gasoline and Diesel Fuel Purchase, Contract #2013057

Contract#	Commodity	Vendor Name	Expiration Date	Renewals Remaining	Status	Originator	Buyer
2014288	Foreign Language Interpretation and Tran	ADP Interpreting LLC Michael Antonelli PCI & TS LLC	07/02/2015 07/02/2015 07/02/2015	None None None	Renewing Renewing Renewing	State of AZ State of AZ State of AZ	Kristy Garcia Kristy Garcia Kristy Garcia
2010139	Fuel, Jet A. Aviation	Mercury Fuels Inc dba MercFuel Inc	06/30/2015	None	Under Review	Mesa	Sharon Brause
2013059	Furniture, Systems (Cubicles)	Goodmans Interior Structures	02/29/2016	2 One-Year	Under Review	State of AZ	Kristy Garcia
2014120	Gas Chromatograph Mass Spectrometer	Quantum Analytics	03/31/2015	None	Active	Mesa	Sharon Brause
2014012	Gas Valves, Polyethylene 2406/2708	Tri-Pacific Supply Inc	08/31/2016	2 One-Year	Active	Mesa	Paul Aguilar
2013057	Gasoline & Diesel Fuel, Mesa & MPS	Supreme Oil Company	06/30/2016	2 One-Year	Active	Mesa	Darryl Woodson
2014243	General Environmental Services	Allwyn Priorities, LLC	07/31/2017	2 One-Year	Active	Mesa	Jess Romney
		AMEC Environmental & Infrastructure, Inc.	07/31/2017	2 One-Year	Active	Mesa	Jess Romney
		ATC Group Services, Inc./ATC Associates	07/31/2017	2 One-Year	Active	Mesa	Jess Romney
		Civil & Environmental Consultants, Inc.	07/31/2017	2 One-Year	Active	Mesa	Jess Romney
		Conestoga-Rovers & Associates, Inc.	07/31/2017	2 One-Year	Active	Mesa	Jess Romney
		Ecoplan Associates, Inc.	07/31/2017	2 One-Year	Active	Mesa	Jess Romney
		Engineering and Environmental Consultant	07/31/2017	2 One-Year	Active	Mesa	Jess Romney
		Kimley-Horn & Associates	07/31/2017	2 One-Year	Active	Mesa	Jess Romney
		SCS Engineers	07/31/2017	2 One-Year	Active	Mesa	Jess Romney
		Stantec Consulting Services, Inc.	07/31/2017	2 One-Year	Active	Mesa	Jess Romney
		SWCA Incorporated	07/31/2017	2 One-Year	Active	Mesa	Jess Romney
		Terracon Consultants, Inc.	07/31/2017	2 One-Year	Active	Mesa	Jess Romney
2013073	Generator Maintenance Services, Emerg	Valleywide Generator Service W. W. Williams Inc. dba W. W. Williams S	08/31/2016 08/31/2016	2 One-Year 2 One-Year	Active Active	Mesa Mesa	Kristy Garcia Kristy Garcia
2013003	Glass Beads, Pavement Marking	Potters Industries, Inc	10/28/2015	1 One-Year	Active	State of AZ	Paul Aguilar
2012242	Gloves, Leather Work	AZ Glove & Safety	01/31/2016	2 One-Year	Active	Mesa	Paul Aguilar
2011208	Gloves, Medical Examination	Life-Assist Inc.	03/31/2015	1 Two-Year	Rebidding	Mesa	Brandy Andersen
2011183	GPS Automatic Vehicle Locating System	Zonar Systems Inc	01/31/2016	3 One-Year	Active	Mesa	Paul Aguilar
2010161	Graffiti Abatement	Graffiti Protective Coatings Inc	06/30/2015	1 One-Year	Rebidding	Mesa	Brandy Andersen
2014266	Grass Seed, Perennial Ryegrass	Wilbur-Ellis Co	08/31/2017	2 One-Year	Active	Mesa	Jess Romney
2011252	Grinder Repairs/Replacement, Muffin Mo	JWC Environmental, LLC	06/30/2015	1 One-Year	Renewing	Mesa	Kristy Garcia
2012221	Guardrail Installation and Repair Services	Hunter Guard Rail and Fence Inc	12/31/2015	2 One-Year	Active	Mesa	Brandy Andersen
2014013	Hazardous Waste Response/Events Sup	Clean Harbors Environmental Services, Inc Environmental Response, Inc.	10/31/2016 10/31/2016	2 One-Year 2 One-Year	Active Active	Mesa Mesa	Jess Romney Jess Romney
2008131	Healthcare Claims Scanning & EDI Conv	Kary Environmental Services Inc	10/31/2016	2 One-Year	Active	Mesa	Jess Romney
2013141	Heavy Equipment Rental	Docustream, Inc Earhart Equipment Corp Empire Southwest, LLC Hertz Equipment Rental Corp	06/30/2015 05/29/2015 05/29/2015 05/29/2015	None 4 One-Year 4 One-Year 4 One-Year	No Renew/Rebid Renewing Renewing Renewing	Mesa State of AZ State of AZ State of AZ	Sharon Brause Brandy Andersen Brandy Andersen Brandy Andersen

Contract Number: 2013057
Unified School District No. 4

Contract Title: Gasoline & Diesel Fuel for the COM & the Mesa

Bid Proposal Qualifications Sale

Award is recommended to:

Vendor	Amount	Comments
SUPREME OIL COMPANY	7,858,400.00	

Total Award: 7858400 Annually 1-Time Contract

- Bid is the lowest, responsive and responsible bid.
If any bids were deemed non-responsive, please explain on the next page
- Proposal is the highest scored proposal. Proposal is also the lowest cost
If you are recommending to a vendor other than the highest scored, please attach an explanation or include an explanation in the "Additional Comments" section. Proposals are not always awarded to the lowest cost. This is just for information.
- Qualifications is the highest scored.
If you are recommending to a vendor other than the highest scored, please explain on the next page.
- Sale is the highest bid
If any bids were deemed non-responsive, please explain on the next page.

Please Identify funding source(s):
F160 1600 4006 1124 SO35 3176

Grant Funded

(Supplemental Information on next page)

Approvals:

1) Submitted by [Signature] Date 4/15/13

3) RC Manager [Signature] Date 4/15/13

5) Buyer [Signature] Date 4/16/13

2) Purchasing Liaison [Signature] Date 4-15-13

4) Department Head [Signature] Date _____

6) Purchasing Administrator Alyce Bengt Date 4/18/13

RECEIVED

APR 16 2013

PURCHASING

04-16-13 16:56 IN

AWARD RECOMMENDATION

Briefly describe the goods or services being purchased and how they will be used by the City:

(this information will be used to create a Council or Administrative Award Report).

Diesel fuels and unleaded gasoline for City vehicles and equipment.

Desired Start Date for Term Contract: 06/01/2013

For Equipment or Vehicles, this is an:

Addition

Replacement – Please indicate what unit(s) will be replaced, why the unite(s) are being replaced and what will be done with the old unit(s) (include as an attachment if easier).

If only 1 bid was received, do you know why more bidders didn't participate?

Received 7 responses.

Please explain any responses that were deemed "non-responsive".

Are there alternatives to this purchase for the Council to consider?

Purchase fuels using the Az State Contract.

What are the consequences if the Council postpones or denies this request?

Paying higher fuel prices and possibly risking fuel quality.

Additional Comments:

Bid listed annual diesel and gasoline volumes from the City of Mesa and the Mesa Unified School District #4 to obtain higher volume discount pricing. Mesa Schools will also utilize this bid award.



City Council Report

Date: May 20, 2013
To: City Council
Through Alex Deshuk, Manager of Technology and Innovation
From: Edward Quedens, MPA, C.P.M., CPPO, Business Services Director
 Alyce Bengé, C.P.M., CPPO, Purchasing Administrator
Subject: Three-Year Term Contract for Gasoline and Diesel Fuel for the City of Mesa and Mesa Unified School District No 4 (Citywide)

Purpose and Recommendation

Council is requested to approve the Term Contract for Term Contract for Gasoline and Diesel Fuel as recommended.

Fleet Services and Purchasing recommend awarding the contract to the lowest, responsive and responsible bidder, Supreme Oil Company at \$6,800,000 annually, based on estimated requirements

Background / Discussion

This contract will provide gasoline and diesel fuel for the City of Mesa and the Mesa Unified School District No. 4. The gasoline must be refinery blended per fuel specifications. (Unleaded Gasoline, 87 minimum octane per ASTM D-4814; Diesel Motor Fuel, Ultra Low Sulfur per ASTM D-0975-02, Grade 2D and Federal Specification WF-8008, Grade of 2; and Diesel Motor Fuel, Ultra Low Sulfur (Red Dye) per ASTM D-0975-02, Grade 2D and Federal Specification WF-8008, Grade of 2.).

Annual Estimated Usage by Agency	City of Mesa	Mesa Unified School District No 4
CBG Ethanol 10% Unleaded Gasoline	1,000,000 gallons	200,000 gallons
#2 ULS Diesel & Biodiesel Fuels (B20)	900,000 gallons	25,000 gallons
#2 ULS Diesel - Red Dye	0 gallons	875,000 gallons

Bid specifications require the vendor's inventory level be sufficient to provide daily support of the City's (13 delivery locations) and Mesa Unified School District's requirements to be supplied within 24 hours of order placement

18 vendors (including 1 Mesa vendor) were invited to submit a response, in addition to the standard advertising in the Arizona Republic, Bid Net, Record Reporter and the City of Mesa Purchasing website 18 vendors downloaded the solicitation from the Purchasing website 7 responses were received.

Management Policy #214 (removing 1 75% Mesa City TPT from the Mesa vendor's pricing for the purpose of bid evaluation) was not applied to this bid because there is no local transaction privilege tax on fuel purchase.

The initial contract period will be three years with two, one-year renewal options possible subject to future Council consideration.

Alternatives

Council may choose not to authorize the purchase and new responses will be solicited

Fiscal Impact

The total amount of \$6,800,000 is available in the Fleet Services operating budget.

Coordinated With

Fleet Services and Purchasing

PURCHASING INFORMATION

Action: Initial Award

Procurement Type: Invitation for Bids

Solicitation Number: 2013057

Vendors Registered on Bid List: 18 (1 Mesa)

Advertising: Arizona Republic, Bid Net, Record Reporter, Purchasing Website

Downloads: 18

Protests Received: None

Initial Contract Term: Three years

Possible Renewals: Two, one-year renewal subject to future Council consideration

Prices: Based upon the "Oil Price Information Service (OPIS)" index for Arizona. Bidders provided 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 Thursday and will be in effect for the week following publication as outlined in the OPIS index. All pricing discounts and markups will be firm for the initial term, except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. Bid evaluation prices were based on the OPIS Rack Price on March 25, 2013.

Cooperative. Pricing available to other public agencies



April 4, 2013 Responses:

Supreme Oil Company Phoenix, AZ	\$9,379,985.00 (Recommended)
Union Distributing Company of Tucson Phoenix, AZ	\$9,388,427.50
Pro Petroleum Inc. Phoenix, AZ	\$9,388,667 50
Western Refining Wholesale, Inc. Tempe, AZ	\$9,463,915.00
Brown Evans Distributing, Co Mesa, AZ	\$9,511,255.00
Mansfield Oil Company of Gainesville, Inc Gainesville, GA	\$9,516,050.00
RKA Petroleum Companies, Inc Romulus, MI	\$9,711,527.50

AWARD RECOMMENDATION

***Supreme Oil Company
Phoenix, AZ***

Description		
Gasoline and Diesel Fuel for the City of Mesa and Mesa Unified School District No. 4 per Terms & Conditions, Specifications and Pricing as offered		
For Truck and Trailer Deliveries: (5,000 gallons and over)		
CBG Ethanol 10% Unleaded Gasoline – Discount of \$0.0450 / gallon		
#2 ULS Diesel & Biodiesel Fuels (B20) – Discount of \$0 0450 / gallon		
#2 ULS Diesel - Red Dye – Discount of \$0.0450 / gallon		
For Tank Wagon Deliveries: (Less than 5,000 gallons)		
CBG Ethanol 10% Unleaded Gasoline – Mark-up of \$0.0975 / gallon		
#2 ULS Diesel & Biodiesel Fuels (B20) – Mark-up of \$0 0975 / gallon		
#2 ULS Diesel - Red Dye– Mark-up of \$0.0975 / gallon		
Applicable Taxes	Diesel Gasoline	Unleaded Gasoline
City	0.093% (if not exempt)	--
State	--	--
Road	.26 cents per gallon	.1835 cents per gallon
Lust**	.00219 cents per gallon	.00219 cents per gallon
Super Fund	.01 cents per gallon	.01 cents per gallon
Annual Contract Amount: <u>\$6,800,000</u>		

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SUPREME OIL COMPANY**

EXHIBIT B
Award, Pricing and Compensation

OFFER AND ACCEPTANCE

By signing and submitting this Bid, the Vendor certifies that:

- a) It is under no legal prohibition on contracting with the City of Mesa
b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
c) It has no known, undisclosed conflicts of interest
d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices
e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract
f) It grants the City of Mesa permission to copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for Mesa's internal use in evaluating respondent's offer, or 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 that Mesa agrees not to change or delete any copyright or proprietary notices
g) Under the provisions of A R S §41-4401, respondent hereby warrants to the City that the respondent and each of its subcontractors ("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")
h) Under the provisions of A R S §35-392, respondent certifies that they are not in violation of section 6(i) of the Federal Export Administration Act and barred by the State of Arizona from selling to the City
i) Under the provision of A R S §35-391 and §35-393, respondent certifies that they do not have Scrutinized Business Operations in Sudan or Iran
j) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City
k) It is current in all obligations due to the City
l) It will accept such terms and conditions in a resulting contract if awarded by the City
m) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein

ACCEPTED AND AGREED TO:

Company Name SUPREMA CO COMPANY
Signature [Handwritten Signature]
Printed Name RICHARD L. REICHT JR
Title GENERAL MANAGER - ARIZONA
Date 4/3/2013

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 2013057.

Term (if different than stated in the Milestones) July 1, 2013 through June 30, 2016

Awarded this 20th day of May, 2013

[Handwritten Signature]
Edward Quedens, CPPO, C P M
As Business Services Director



PRICING AND COMPENSATION

ORIGINAL

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish Gasoline and Diesel Fuel for the City of Mesa and the Mesa Unified School District No. 4 at the price(s) stated below

ANNUAL ITEMIZED ESTIMATE BY AGENCY (gallons):			
	Location	City of Mesa	Mesa Unified School District
1	CBG Ethanol 10% Unleaded Gasoline	1,000,000	200,000
2	#2 ULS Diesel & Biodiesel Fuels	900,000*	25,000
3	#2 ULS Diesel - Red Dye	0	875,000

* - The City's annual diesel purchases will consist of a combination of #2 diesel and biodiesel amounts adding up to 900,000 gallons annually. The Mesa Unified School District will buy #2 ULS and Red Dye ULS diesel (no biodiesel)

DISCOUNT/MARKUP	
For Truck and Trailer Deliveries: (5,000 gallons and over)	
Contract prices will be tied to the OPIS index as indicated below -	
<u>DISCOUNT</u>	of \$ <u>0.0450</u> /gal for CBG Ethanol 10% Unleaded (discount or markup) (amount to four places past decimal)
<u>DISCOUNT</u>	of \$ <u>0.0450</u> /gal for #2 ULS Diesel and Biodiesel fuels (discount or markup) (amount to four places past decimal)
<u>DISCOUNT</u>	of \$ <u>0.0450</u> /gal for #2 ULS Diesel - Red Dye (discount or markup) (amount to four places past decimal)
For Tank Wagon Deliveries: (Less than 5,000 gallons)	
Contract prices will be tied to the OPIS index as indicated below -	
<u>MARKUP</u>	of \$ <u>0.0975</u> /gal for CBG Ethanol 10% Unleaded (discount or markup) (amount to four places past decimal)
<u>MARKUP</u>	of \$ <u>0.0975</u> /gal for #2 ULS Diesel and Biodiesel fuels (discount or markup) (amount to four places past decimal)
<u>MARKUP</u>	of \$ <u>0.0975</u> /gal for #2 ULS Diesel - Red Dye (discount or markup) (amount to four places past decimal)

NOTE Date of order, not date of delivery will determine OPIS Index utilized in pricing invoice, providing that delivery is requested for not more than 2 working days after order

Bidder Name SUPREME OIL COMPANY

Date 4/3/2013

PRICING AND COMPENSATION

SAMPLE PRICING FOR EVALUATION PURPOSES ONLY

Item No.	Fuel Type - Description	Unit Cost	Est. Combined Annual Qty	Extension
1	CBG Ethanol 10% Unleaded Gasoline <i>OPIS</i>	$\$ \langle \frac{3.2867}{.0450} \rangle$ 3.2417	1,200,000 gal	\$ 3,890,040
2	#2 ULS Diesel & Biodiesel Fuels <i>OPIS</i>	$\$ \langle \frac{3.0904}{.0450} \rangle$ 3.0454	925,000 gal	\$ 2,816,995
3	#2 ULS Diesel - Red Dye <i>OPIS</i>	$\$ \langle \frac{3.0998}{.0450} \rangle$ 3.0548	875,000 gal	\$ 2,672,950

TOTAL BID 9,379,985 *MA*

FOB Destination, excluding all applicable taxes and based on the OPIS average rack price for Arizona published on March 25, 2013

APPLICABLE TAXES

Provide percentage or price to be added to each gallon of fuel for the following:

TAXES	DIESEL GASOLINE	UNLEADED GASOLINE
City*	<u>0.093</u> % (IF NOT EXEMPT)	_____ %
State	_____ %	_____ %
Road	<u>.26</u> ¢ per gal	<u>.1835</u> ¢ per gal.
Lust**	<u>.00219</u> ¢ per gal	<u>.00219</u> ¢ per gal.
Super Fund	<u>.01</u> ¢ per gal. (IF NOT EXEMPT)	<u>.01</u> ¢ per gal. (IF NOT EXEMPT)

*The City of Mesa is exempt from Mesa City Sales Tax
Mesa Unified School District is liable for Mesa City Sales Tax

**Federal & Arizona combined

FOB Destination

Bidder Name SUPREME OIL COMPANY

Date 4/3/2013

PRICING AND COMPENSATION

Freight Costs: Unit prices should include all Shipping and Transportation Costs
No fuel surcharges will be accepted

Payment terms (not less than net 30 days) NET 30 DAYS

Prompt Payment Discount of N/A % if invoices are paid within, N/A days of receipt

Does Bidder agree to honor the prices, terms and conditions to other agencies as specified in section S 38?

Yes No (A "no" answer will not disqualify your bid)

Bidder complies with S 9 "Compliance with Applicable Law"? Yes No

The fuel is (list manufacturer, brand, etc) VALERO REFINING & SUPPLY

Can delivery be made within 24 hours of receipt of an order

Yes No

If "no", explain _____

Will bidder provide

- a. split load deliveries Yes No
- b. tank top-off deliveries: Yes No

If "yes", what is the cost for one extra stop \$ NO COST
For additional stops \$ NO COST each

Does the bidder agree to make an oxygenated blend of unleaded regular gasoline available that will comply with Maricopa County requirements?

Yes No

If "no", explain _____

ADDENDA

Bidders are responsible for verifying receipt of any addenda issued by checking the City's website at www.mesaaz.gov/purchasing prior to the bid opening (see 1.2) Failure to acknowledge any addenda issued may result in a response being deemed non-responsive

Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):

Addenda #1 

Addenda #2 _____

Bidder Name SUPREME OIL COMPANY

Date: 4/3/2013

EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS

Bidders shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document

Exceptions (mark one):

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

- No exceptions
 Exceptions taken (describe—attach additional pages if needed)

Confidential/Proprietary Submittals (mark one):

- No confidential/proprietary materials have been included with this bid
 Confidential/Proprietary materials included Bidders should identify below any portion of their bid deemed confidential or proprietary (see section S 12) Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the City prior to any public disclosure Requests to deem the entire bid as confidential will not be considered

Additional Materials submitted (mark one):

- No additional materials have been included with this bid
 Additional Materials attached (describe—attach additional pages if needed)

Bidder Name SUPREME OIL COMPANY

Date 4/3/2013

VENDOR INFORMATION

SKIP THIS AFFIDAVIT IF:

Bidder is a(n) LLC, Corporation or Partnership as indicated on your W-9

COMPLETE AFFIDAVIT IF:

Bidder is a(n) Individual or Sole Proprietor as indicated on your W-9

AFFIDAVIT

ARS §1-502 requires that 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 section 10 of the Instructions)

Please place a check mark next to the applicable document and present the document to the City employee. If mailing the document, 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 D 0 5 5
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 [Handwritten Signature]

Print Name RICHARD L. REICH JR.

Date 4/3/2013

Business/Company Name SUPREME OIL COMPANY

Verification of Attachment by City Staff Member [Handwritten Signature]

Signature Date

VENDOR INFORMATION

Company Legal/Corporate Name SUPREME OIL COMPANY

Doing Business As (if different than above): N/A

Address 2109 WEST MONTE VISTA

City PHOENIX State ARIZONA Zip 85009

Phone 602.254.5575 Fax 602.889.3995

E-Mail Address DREICH@SUPREMEOIL.COM Website WWW.SUPREMEOIL.COM

Taxpayer Identification Number. [REDACTED]

Remit to Address (if different than above)

Address 2109 WEST MONTE VISTA

City PHOENIX State ARIZONA Zip 85003

Contact for Questions about this bid:

Name DICK REICH Fax 602.889.3995

Phone 602.254.5575 E-Mail Address DREICH@SUPREMEOIL.COM

Day-to-Day Project Contact (if awarded)

Name SAME AS ABOVE Fax " "

Phone " " E-Mail Address " "

Sales/Use Tax Information (check one)

Bidder is located outside Arizona and does NOT collect Arizona State Sales/Use Tax (The City will pay use tax directly to the AZ Dept of Revenue)

Bidder is located outside Arizona is authorized to collect Arizona State Sales/Use Tax for submission to the AZ Dept of Revenue
State Sales Tax Number _____

Bidder is located in Arizona (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)
State Sales Tax Number _____
City Sales Tax Number _____ City of _____, AZ
Sales Tax Rate _____

Certified Small Business Certifying Agency _____

Certified Minority, Woman or

Disadvantaged Business Enterprise Certifying Agency _____



INVITATION FOR BIDS # 2013057
Gasoline and Diesel Fuel for the City of Mesa and the Mesa Unified School District No. 4

March 20, 2013

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Mesa (City) until 3:00 PM, Local Time, April 4, 2013 to provide Gasoline and Diesel Fuel for the City of Mesa and the Mesa Unified School District No. 4.

Brief Description: This invitation for bids is to establish a three (3) year supply contract for gasoline and diesel fuel.

Bids must be in accordance with the provisions, specifications and instructions set forth herein and will be received by Purchasing until the above noted time, when they will be publicly acknowledged and accepted.

Bid packets, any attachments and addenda are available for download at www.mesaaz.gov/purchasing.

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.

Mesa's Procurement Policies and Rules are available on the Purchasing Division's website at www.mesaaz.gov/purchasing.

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

General or Process Questions:

Nicole Arnold
Buyer Aide
Purchasing Division
(480) 644-2655
Nicole.Arnold@mesaaz.gov

Technical Questions:

Darryl Woodson
Senior Buyer
Purchasing Division
(480) 644-2655 Fax
darryl.woodson@mesaaz.gov

Jim Ruiz
Fleet Administrator
Fleet Services Division
(480) 644-5009 Fax
jim.ruiz@mesaaz.gov

20 East Main Street Suite 400
PO Box 1466
Mesa Arizona 85211-1466
480.644.2301 Tel
480.644.2655 Fax

INSTRUCTIONS

i.1 **VENDOR QUESTIONS:** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the Project Contacts listed on Page 1 or designees 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 may be answered at the discretion of the City.

i.2 **ADDENDA/CLARIFICATIONS:** Any changes to the specifications will be in the form of an addendum. Addenda are posted on the City website and mailed to those who register on the City website when downloading solicitations no less than five (5) days prior to the Due Date. Vendors are cautioned to check the Purchasing Website for addenda and clarifications prior to submitting their bid. The City cannot 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. Failure to acknowledge receipt of an addendum may result in disqualification of a bid.

i.3 **VENDOR CONFERENCE / SITE VISIT:** Yes No

i.4 **DUE DATE & TIME FOR SUBMISSION AND OPENING:**

Date: April 4, 2013
Time: 3:00 P.M. (Local Time)

The City will open all bids properly and timely submitted, and will record the names and other information specified by law and rule. All bids become the property of the City and will not be returned except in the case of a late submission. Results, as read at the bid opening, will be posted on the City website. Once a contract has been executed by the City, bids are available for inspection by contacting Purchasing.

i.5 **BID FIRM TIME:** 180 Days from Opening

Bid shall remain firm and unaltered after opening for the number of days shown above. The City may accept the bid, subject to successful contract negotiations, at any time during this time.

i.6 **BID SECURITY:** Yes \$ 0.00 No

If so designated above, a bid security in the amount specified must be submitted with the bid. The security may be submitted in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Arizona; cash; certified check, or cashier's check payable to the City of Mesa (personal or company checks are not acceptable); certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. Such bid security shall be forfeited to the City of Mesa should the bidder selected fail to execute a contract when requested.

PERFORMANCE SECURITY: Yes \$ 0.00 No

If required herein, the Contractor, simultaneously with the execution of the Contract, will be required to furnish a performance security. The security may be submitted in one-year increments and in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Arizona; cash; certified check, cashier's check or money order payable to the City of Mesa (personal and company checks are not acceptable); certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. If the Contractor fails or refuses to fully comply with the terms and conditions of the contract, the City shall have the right to use all or such part of said security as may be necessary to reimburse the City for loss sustained by reason of such breach. The balance of said security, if any, will be returned to Contractor upon the expiration or termination of the contract.

INSTRUCTIONS

i.7 **SUBMIT BIDS TO:** Use label at the end of this solicitation package

FOR US POSTAL SERVICE

City of Mesa
Attn: Purchasing
PO Box 1466
Mesa, AZ 85211-1466

FOR HAND DELIVERIES, FEDEX, UPS, DHL OR OTHER COURIER SERVICES

City of Mesa
Attn: Purchasing
20 E. Main St., Suite 400
Mesa, AZ 85201

Bids will be received publicly at this address. Bidders may mail or hand-deliver bids. E-mail or fax submissions will not be accepted.

No responsibility will attach to the City of Mesa, its employees or agents for premature opening of a bid that is not properly addressed and identified.

i.8 **LATE BIDS.** The bidder assumes responsibility for having the bid delivered on time at the place specified. All bids received after the date and time specified shall not be considered and will be returned unopened to the bidder. The bidder 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. You 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 you mailed or commenced delivery before the due date and time. All times are Mesa, Arizona local times. The bidder agrees to accept the time stamp in the City Purchasing Office as the official time.

i.9 **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 the City Council, employees, and consultants hired to assist 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 Council committee meeting.

This prohibition shall not apply to vendor-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 pre-bid conferences, clarification of responses, presentations if provided in the solicitation, requests for Best and Final Proposals, 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.

i.10 **LAWFUL PRESENCE IN THE UNITED STATES.** Arizona Revised Statutes §1-502 requires that 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 is defined as a Natural person and therefore excludes Limited Liability Companies, Corporations or Partnerships as indicated on your W-9 form.

Individuals or Sole Proprietorships must complete the affidavit in the "Vendor Information" section of this solicitation. Offers that fail to provide a completed affidavit and any required attachments may be deemed non-responsive.

INSTRUCTIONS

- i.11 **COMMENCEMENT OF WORK.** If bidder begins any billable work prior to the City's final approval and execution of the contract, bidder does so at its own risk.
- i.12 **RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation 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. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page 1. The City is not responsible for and will not pay any costs associated with the preparation and submission of the bid. Bidders are cautioned to verify their bids before submission, as amendments to or withdrawal of bids submitted after time specified for opening of bids may not be considered. The City will not be responsible for any bidder errors or omissions.
- i.13 **FORM AND CONTENT OF BIDS.** Unless otherwise instructed or allowed, bids shall be submitted on the forms provided. An original and the designated number of copies of each bid are required. Bids, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the bid 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 bids be submitted on disk, CD or DVD. The bid must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the bid.
- i.14 **SPECIFICATIONS.** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered upon showing the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.
- 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 bidder. The City reserves the right to reject bids that the City deems unacceptable.
- i.15 **MODIFICATION / WITHDRAWAL OF BID.** Written requests to modify or withdraw the bid received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the bid and marked as a MODIFICATION or WITHDRAWAL of the bid. Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any bid security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.
- i.16 **DEBARMENT DISCLOSURE.** If the vendor submitting this bid 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 if any such preclusion from participation from any public procurement activity is currently pending, the bidder shall include a letter with its bid identifying the name and address of the governmental unit, the effective date of this 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 including the details enumerated above must be provided. A bid from a bidder who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- i.17 **RESERVATIONS.** The City reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids 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, technicalities or form errors in any bid. The City may seek clarification of the bid from bidder at

INSTRUCTIONS

any time, and failure to respond is cause for rejection. Submission of a bid confers on bidder 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 bidder and the City until the City executes a written contract or purchase order.

- i.18 **OFFICIAL SOLICITATION DOCUMENT.** Changes to the solicitation document made by a bidder 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 unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.
- i.19 **COPYING OF BIDS.** Bidder hereby grants the City permission to copy all parts of its bid, including without limitation any documents and/or materials copyrighted by the bidder. The City's right to copy shall be for internal use in evaluating the proposal.
- i.20 **CONTRACTOR ETHICS.** 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.

To achieve the purpose of this Article, it is essential that Respondents and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

- a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
 - b. Intentionally invoice any amount greater than provided in 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.
- i.21 **GIFTS.** The City will accept no gifts, gratuities or advertising products from bidders or prospective bidders and affiliates. The City may request product samples from vendors for product evaluation.
- i.22 **PROTESTS AND APPEALS.** If a bidder objects to any provision of the solicitation, and/or believes the City improperly rejected its bid, or believes the selected bid is not in the City's best interests, the bidder may submit a written protest.

Protests must be received within seven (7) calendar days after the bidder knows or should have known of the facts giving rise to the protest.

Bidder must submit the protest to the Protest Officer. Only written protests submitted properly and within the time allowed and that are based on legal and/or factual grounds will be considered. The Protest Officer will issue a written decision.

If the bidder believes the Protest Officer's decision is arbitrary or capricious and/or is not based on legal or factual grounds, an appeal may be made to the City Manager. Appeals must be submitted within seven (7) calendar days of the Protest Officer's decision. The appeal must be based on factual or legal errors in the Protest Officer's decision and not simply a disagreement with that decision.

The City Manager or designee will review the record and all documents submitted to the Protest Officer to determine whether the decision should be sustained. The City Manager, at his/her sole discretion, has the option of referring the appeal to a hearing officer or the City Council for review. The City Manager or designee will issue a written response to the appeal and this determination is final.

INSTRUCTIONS

Protest and appeal responses will be made by the City in as timely a manner as possible. The Protest Officer will have the sole discretion to stay the contract process until a protest or appeal is resolved. Concerns raised seven (7) calendar days or more after execution are not subject to this protest/appeal process. Protests and appeals that do not follow the processes contained in this section will be rejected.

Address Protests and Appeals to:

PROTEST OFFICER:

Alyce Bengé
Purchasing Administrator
20 East Main Street Suite 400
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2655

APPEALS:

Edward Quedens
Business Services Department Director
20 East Main Street Suite 450
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2687

INSTRUCTIONS - EVALUATION

- i.23 **EVALUATION PROCESS.** Bids will be reviewed by a screening committee comprised of City employees and/or authorized agents. The City staff may or may not initiate discussions with bidders for clarification purposes. Clarification is not an opportunity to change the bid. Bidders shall not initiate discussions with any City employee or official.
- i.24 **PRESENTATIONS/INTERVIEWS.** The bidder must provide a formal presentation/interview upon request.
- i.25 **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) **Responsiveness.** The City will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses the inclusion of all required attachments and submissions. The City must reject any bids that are submitted late. Failure to meet other requirements may result in rejection.
 - b) **Responsibility.** The City will determine whether the bidder is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced bids, past performance, references (including those found outside the bid), compliance with applicable laws-including tax laws, bidder's record of performance and integrity- e.g. has the bidder been delinquent or unfaithful to any contract with the City, whether the bidder is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A bidder 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 and/or any generally available industry information. The City reserves the right to inspect and review bidder'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 rejection.
 - c) **Price.** We will then evaluate the bids that have met the requirements above.
 - d) Those vendors supplying quotes, bids or proposal who have Mesa Transaction Privilege Tax license and who would be charging Mesa City TPT on the invoice if awarded, will have 1.75% removed from the taxable item(s) for the purpose of award evaluation. Awarded vendors shall charge the full amount of tax on their invoice(s).
- This consideration does not apply to:
- Construction procurements or any other procurement done using Arizona Revised Statutes Title 34 processes.
 - Purchases using Federal or other funds where the agreement that provided the funds precludes any local consideration or preference.
- i.26 **COST JUSTIFICATION.** In the event only one response is received, the City may require that the bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.
- i.27 **CONTRACT NEGOTIATIONS AND ACCEPTANCE.** Bidder must be prepared for the City to accept the bid as submitted. If bidder 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 bid or revoke the award, and may begin negotiations with another bidder. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.
- i.28 **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.

INSTRUCTIONS - EVALUATION

It is the bidder's responsibility to check the City of Mesa's Purchasing website at www.mesaaz.gov/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.

STANDARD TERMS AND CONDITIONS

- S.1 **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City shall be that of an independent contractor.
- S.2 **SUBCONTRACTING.** Contractor may not subcontract work 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 shall comply with its provisions. Further, all agreements between Contractor and its subcontractors shall provide that the terms and conditions of this Agreement be incorporated therein.
- S.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 shall be null and void and in such event the City shall have the right at its option to terminate the Agreement. No granting of consent to any assignment shall relieve Contractor from any of its obligations and liabilities under the Agreement.
- S.4 **SUCCESSORS AND ASSIGNS; BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- S.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 shall create, any benefits, rights, or responsibilities in any third parties.
- S.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.
- S.7 **AMENDMENTS.** There shall be no oral changes to this Agreement. This Agreement shall 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.
- S.8 **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
- S.9 **COMPLIANCE WITH APPLICABLE LAWS.**
- a. **General.** Contractor shall 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 shall 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 compliance prior to the Effective Date. Upon request, Contractor shall 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 shall require a drug-free workplace for all Contractor Personnel working under this Agreement. Specifically, all Contractor Personnel who are working under this Agreement shall 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 shall 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 or its agents to inspect applicable personnel records to verify such compliance. Contractor shall ensure and keep appropriate records to demonstrate that all Contractor Personnel have a legal right to live and work in the United States.

STANDARD TERMS AND CONDITIONS

- (i) 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 shall constitute a material breach of this Agreement and shall subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - (iii) The City retains the right to inspect the papers of all Contractor Personnel who provides 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 shall 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 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, the Contractor shall 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.
 - f. **No Scrutinized Business Operations in Sudan or Iran.** Contractor shall be in compliance with A.R.S. §§ 35-391 and 35-393 which prohibit Contractor from having scrutinized business operations in Sudan or Iran.
- S.10 **SALES/USE TAX, OTHER TAXES.**
- a. Contractor shall be responsible for 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.
 - 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.
- S.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.
- S.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.

STANDARD TERMS AND CONDITIONS

- S.13 **AUDITS AND RECORDS.** Contractor shall preserve the records related to this Agreement for five (5) 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 shall 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.
- S.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.
- S.15 **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City shall 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, then Contractor shall, upon notice from the City, remove any such individual from performance of Services.
- S.16 **DEFAULT.**
- a. A party shall 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 60 Days;
 - (iii) Conducts business in an unethical or illegal manner; or
 - (iv) Fails to carry out any term, promise, or condition of the Agreement.
 - b. Whenever the City in good faith has reason to question Contractor's intent to perform, the former party may demand that the other party give a written assurance of its intent to perform. In the event that the demand is made and no written assurance is given within 5 Days, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.
- S.17 **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy shall not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination shall 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 proposal 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 shall 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 shall be liable for incidental, special, or consequential damages.

STANDARD TERMS AND CONDITIONS

- S.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.
- S.19 **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) Days written notice.
- S.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 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.
- S.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 shall 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 30 Days prior to the stated termination date.
- S.22 **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor shall 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 shall make final payment within thirty (30) Days after the City has both completed its appraisal of the Materials and Services provided and received Contractor's properly prepared invoice.
- S.23 **NON-WAIVER OF RIGHTS.** There shall 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, shall not release the other party of any of the warranties or other obligations of the Agreement and shall not be deemed a waiver of any such rights or remedies.
- S.24 **INDEMNIFICATION/LIABILITY.**
- a. **Indemnification, General.** 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 shall 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 shall not indemnify or hold Contractor or any third-party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.
- S.25 **WARRANTY.** Contractor warrants that all Services will be performed in a good, workman-like and professional manner. 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.

STANDARD TERMS AND CONDITIONS

Unless otherwise agreed, the Contractor warrants that Materials shall be new, unused, of most current manufacture and not discontinued, shall be free of defects in materials and workmanship, shall be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and shall perform in accordance with manufacturer's published specifications.

- S.26 **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor shall do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and shall 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.
- S.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 shall not bind it to purchase, accept, or pay for Materials or Services which exceed its actual needs.
- S.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 shall not be used or released by Contractor or any other person except with prior written permission by the City.
- S.29 **USE OF NAME.** Contractor shall not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
- S.30 **CONFLICT OF INTEREST.** 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.
- S.31 **FOB POINT.** All deliveries shall be FOB destination unless otherwise agreed. Freight charged/terms shall be as agreed.
- S.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 shall not release Contractor from any obligation hereunder.
- S.33 **SAFEGUARDING CITY PROPERTY.** The 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 the Contractor or its employees.
- S.34 **WARRANTY OF RIGHTS.** The 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 the Contractor or third parties.
- S.35 **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor shall, 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 shall, 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 shall be obtained against the City's use or operation of the items provided by Contractor

STANDARD TERMS AND CONDITIONS

hereunder or any part thereof by reason of any alleged infringement, Contractor shall, at its expense and without limitation, either (a) modify the item so that it becomes non-infringing; or (b) procure for the City the right to continue to use the item; or (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 shall be calculated on a useful life not less than 5 years, and plus any additional costs the City may incur to acquire substitute supplies or services.

S.36 **CONTRACT ADMINISTRATION.** The contract shall be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract shall be referred to an 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).

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 shall within 5 Days notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected shall 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 shall 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 shall delays caused by a force majeure extend beyond one hundred-twenty (120) Days from the scheduled delivery or completion date of a task.

S.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. Any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the 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.

If required to provide services on a school district property at least five (5) times during a month, Contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. The district shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor shall comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

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

S.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.

S.40 **NOTICES.** All notices to be given pursuant to this Agreement shall 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 sent via facsimile. If provided by personal delivery, receipt shall be deemed effective upon delivery. If sent via certified or registered mail, receipt shall be deemed effective 3 Days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt shall be deemed effective 2 Days after the sending thereof.

STANDARD TERMS AND CONDITIONS

- S.41 **GOVERNING LAW, FORUM.** This Agreement shall be 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 shall be Maricopa County, Arizona.
- S.42 **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, shall supersede all prior oral or written agreements, if any, between the parties, and shall constitute the entire agreement between the parties with respect to the work to be performed.
- S.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.
- S.44 **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall 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.
- S.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, shall survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, Termination, or other expiration of this Agreement shall not release any party from any liability or obligation arising prior to the date of termination.

DETAILED SPECIFICATIONS

1. **PROJECT MISSION.** We are dedicated to providing superior services to our customers in order to improve the quality of life for Mesa residents, businesses and visitors. We are looking for vendors who share that dedication and will help us meet that goal.
2. **PROJECT GOAL.** To establish a three (3) year supply contract for gasoline and diesel fuel for the City of Mesa and the Mesa Unified School District No. 4.
3. **INVENTORY LEVELS.** The bidder's inventory level of the item(s) bid shall be sufficient to provide daily support of the Buyers' requirements. Failure to supply item(s) within 24 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.
4. **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 the City and the District.
5. **OPIS INDEX PRICING.** Bidders must insert a price per gallon and the estimated total pricing (excluding tax) based on the quoted discount/markup and the OPIS index price for the issue date specified on page 23 of the Pricing and Compensation section of this solicitation. In the event of a discrepancy between the unit price and extension, the unit price will govern. 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 Thursday 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 the City's Fleet Services office and the school's District Vehicle Maintenance office.
6. **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 City and the District FREE OF FEDERAL EXCISE TAX. Both the City and the District 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 the District will furnish exemption certificates upon request.
7. **DELIVERY LOCATIONS**

CITY OF MESA:

Location No.	Department Name/Address	Type of Fuel	Tank Qty - Size in Gal. per Tank.
1	Fleet Services (West) 300 East 6th Street Mesa, AZ	CBG (Clean Burning Gasoline) Ethanol 10% Unl #2 ULS Diesel	6 - 12,000 3 - 12,000
2	Falcon Field Airport Police/Fire/Customer Service Substation 4534 E. McKellips Road Mesa, AZ	CBG Ethanol 10% Unl #2 ULS Diesel	1 - 10,000 1 - 10,000
3	Dobson Ranch Police/Fire/Customer Service Substation 2505 S. Dobson Road Mesa, AZ Secure Site	#2 ULS Diesel	1 - 10,000
4	Dobson Ranch Golf Course 2155 S. Dobson Road Mesa, AZ	#2 ULS Diesel	1 - 3,000

DETAILED SPECIFICATIONS

Location No.	Department Name/Address	Type of Fuel	Tank Qty - Size in Gal. per Tank.
5	Mesa Police Department 130 North Robson Mesa, AZ	#2 ULS Diesel	1 - 550
6	Fleet Services (East) 6935 E. Decatur Mesa, AZ	CBG Ethanol 10% Unl #2 ULS Diesel	6 - 12,000 3 - 12,000
7	Superstition Police/Fire Substation 2430 South Ellsworth Mesa, AZ Secure Site	CBG Ethanol 10% Unl #2 ULS Diesel	1 - 12,000 1 - 12,000
8	Red Mountain Police Substation 4333 E. University Dr. Mesa, AZ Secure Site	CBG Ethanol 10% Unl	2 - 15,000
9	Fiesta Police Substation 1010 W. Grove Ave Mesa, AZ Secure Site	CBG Ethanol 10% Unl	2 - 15,000
*10	Queen Creek Utility Yard 34630 N. Schnepf Road, Queen Creek, AZ	CBG Ethanol 10% Unl	1 - 1,000 above-ground tank
*11	Fire Station #205 730 S. Greenfield Road, Mesa, AZ	#2 ULS Diesel	1 - 580 above-ground trailer
*12	Fire Station #216 7966 E. McDowell Road, Mesa, AZ	#2 ULS Diesel	1 - 1000 above-ground tank
13	Various generator stations located around the City that may require deliveries of up to 1,000 gals. Annually.	CBG Ethanol 10% Unl	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 UNIFIED SCHOOL DISTRICT NO. 4

Location No.	Department Name/Address	Type of Fuel	Tank Qty - Size in Gal.
1	Transportation Dept. 549 N. Stapley, Mesa, AZ	CBG Ethanol 10% #2 ULS Red Dye	1 - 20,000 2 - 20,000
2	Broadway - Satellite 109 East Broadway, Mesa, AZ	CBG Ethanol 10% Unl #2 ULS Diesel #2 ULS Red Dye	1 - 10,000 1 - 10,000 1 - 15,000
3	Fremont - Satellite 837 N. Power Road, Mesa, AZ	CBG Ethanol 10% Unl #2 ULS Red Dye	1 - 10,000 3 - 10,000
<p>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</p>			

DETAILED SPECIFICATIONS

8. **SPLIT DELIVERY AND TOP-OFF LOAD REQUIREMENTS.** Both the City and the District 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.
9. **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.
10. **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.
11. **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.
12. **INVOICING INSTRUCTIONS**

City of Mesa

The City will pay the supplier within 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

Mesa Unified School District

The District will pay the supplier within 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

General Note

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

13. **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

DETAILED SPECIFICATIONS

SPECIFICATIONS FOR FUEL GRADE ETHANOL		
		Method of Test
Appearance	Clear, Bright	Visual
Color, Platinum-Cobalt	50 Maximum	ASTM D1209
Specific Gravity, 20/20DEG.C.	0.7887 - 0.7954	ASTM D1298
Ethyl Alcohol, Vol. %	94.4 Minimum	-
Water, Weight %	0.82 Maximum	ASTM D1744
Acidity, AS CH ₃ COOH, Maximum	0.007 Mass %	ASTM D1613
Non-Volatile Residue, mg/100 ml	5.0 Maximum	ASTM D1353
Copper Content, ppm	0.1 Maximum	Atomic Absorption
Additive	A detergent and corrosion inhibitor package will be added to the ethanol. DuPont DMA-67Y or equivalent at the rate of 180 lbs. to 1,000 barrels of ethanol.	

14. **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.

15. **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.

MILESTONES

BEGINNING AND END DATE OF INITIAL TERM: July 1, 2013 through June 30, 2016.

If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

EXTENSION:

The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.

RENEWAL:

At the end of the initial term of this contract, the City may initiate renewal(s) as provided. The decision to renew a contract rests solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

2 One-Year renewal periods possible at the City's option, per bid documents

PRICE:

All pricing discounts and markups shall be firm for the initial term, except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid.

The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

RESPONSE ELEMENTS

16. **BID SUBMISSION** - Submit a signed original along with 2 copies of the bid in a sealed container.

Electronic Format Requested One (1) CD or Thumb Drive

DO NOT use spiral binding or comb binding for your offers – 3-ring binders are preferred for large bids.

17. **BIDDER RESPONSE CHECKLIST.** This checklist is provided for your convenience. It is not necessary to return a copy of this solicitation's Instructions, Terms and Conditions, or Detailed Specifications with your bid response. Only submit the requested forms and any other requested or descriptive literature. Do not use comb or spiral binds for your bids. 3-ring binders are preferred for large responses.

Response has been sent in time to be received prior to 3:00 PM local time on the due date.

- Bid security enclosed, if required
- Original and proper number of copies submitted (above)
- Electronic copy (CD or Thumb Drive) submitted (above)
- Bid container properly labeled
- Detailed Specifications/Specification Questionnaire form completed and included, if required
- Pricing and Compensation, math double-checked, form completed and included
- W-9 Request for Taxpayer Identification Number and Certification form completed and included (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
- Checked for any addenda issued and acknowledged on Pricing & Compensation form
- Exceptions, Confidential & Additional Items form completed and included
- Vendor Information form completed and included
- Offer And Acceptance form completed and included

PRICING AND COMPENSATION

ORIGINAL

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish Gasoline and Diesel Fuel for the City of Mesa and the Mesa Unified School District No. 4 at the price(s) stated below

ANNUAL ITEMIZED ESTIMATE BY AGENCY (gallons):		
Location	City of Mesa	Mesa Unified School District
1 CBG Ethanol 10% Unleaded Gasoline	1,000,000	200,000
2 #2 ULS Diesel & Biodiesel Fuels	900,000*	25,000
3 #2 ULS Diesel - Red Dye	0	875,000

* - The City's annual diesel purchases will consist of a combination of #2 diesel and biodiesel amounts adding up to 900,000 gallons annually. The Mesa Unified School District will buy #2 ULS and Red Dye ULS diesel (no biodiesel)

DISCOUNT/MARKUP
For Truck and Trailer Deliveries: (5,000 gallons and over)
Contract prices will be tied to the OPIS index as indicated below -
<u>DISCOUNT</u> of \$ <u>0.0450</u> /gal for CBG Ethanol 10% Unleaded (discount or markup) (amount to four places past decimal)
<u>DISCOUNT</u> of \$ <u>0.0450</u> /gal for #2 ULS Diesel and Biodiesel fuels (discount or markup) (amount to four places past decimal)
<u>DISCOUNT</u> of \$ <u>0.0450</u> /gal for #2 ULS Diesel - Red Dye (discount or markup) (amount to four places past decimal)
For Tank Wagon Deliveries: (Less than 5,000 gallons)
Contract prices will be tied to the OPIS index as indicated below -
<u>MARKUP</u> of \$ <u>0.0975</u> /gal for CBG Ethanol 10% Unleaded (discount or markup) (amount to four places past decimal)
<u>MARKUP</u> of \$ <u>0.0975</u> /gal for #2 ULS Diesel and Biodiesel fuels (discount or markup) (amount to four places past decimal)
<u>MARKUP</u> of \$ <u>0.0975</u> /gal for #2 ULS Diesel - Red Dye (discount or markup) (amount to four places past decimal)

NOTE Date of order, not date of delivery will determine OPIS Index utilized in pricing invoice, providing that delivery is requested for not more than 2 working days after order

Bidder Name SUPREME OIL COMPANY

Date 4/3/2013

PRICING AND COMPENSATION

SAMPLE PRICING FOR EVALUATION PURPOSES ONLY

Item No.	Fuel Type - Description	Unit Cost	Est. Combined Annual Qty	Extension
1	CBG Ethanol 10% Unleaded Gasoline ^{OPIS}	3.2867 \$ < .0450 > <u>3.2417</u>	1,200,000 gal	\$ 3,890,040
2	#2 ULS Diesel & Biodiesel Fuels ^{OPIS}	3.0904 \$ < .0450 > <u>3.0454</u>	925,000 gal	\$ 2,816,995
3	#2 ULS Diesel - Red Dye ^{OPIS}	3.0998 \$ < .0450 > <u>3.0548</u>	875,000 gal	\$ 2,672,950

TOTAL BID 9,379,985

FOB Destination, excluding all applicable taxes and based on the OPIS average rack price for Arizona published on March 25, 2013

APPLICABLE TAXES

Provide percentage or price to be added to each gallon of fuel for the following:

TAXES	DIESEL GASOLINE	UNLEADED GASOLINE
City*	<u>0.093</u> % (IF NOT EXEMPT)	_____ %
State	_____ %	_____ %
Road	<u>.26</u> ¢ per gal	<u>.1835</u> ¢ per gal.
Lust**	<u>.00219</u> ¢ per gal	<u>.00219</u> ¢ per gal.
Super Fund	<u>.01</u> ¢ per gal. (IF NOT EXEMPT)	<u>.01</u> ¢ per gal. (IF NOT EXEMPT)

*The City of Mesa is exempt from Mesa City Sales Tax
Mesa Unified School District is liable for Mesa City Sales Tax

**Federal & Arizona combined

FOB Destination

Bidder Name SUPREME OIL COMPANY

Date 4/3/2013

PRICING AND COMPENSATION

Freight Costs: Unit prices should include all Shipping and Transportation Costs
No fuel surcharges will be accepted

Payment terms (not less than net 30 days) NET 30 DAYS

Prompt Payment Discount of N/A % if invoices are paid within, N/A days of receipt

Does Bidder agree to honor the prices, terms and conditions to other agencies as specified in section S 38?

Yes No (A "no" answer will not disqualify your bid)

Bidder complies with S 9 "Compliance with Applicable Law"? Yes No

The fuel is (list manufacturer, brand, etc): VALERO REFINING & SUPPLY

Can delivery be made within 24 hours of receipt of an order?

Yes No

If "no", explain _____

Will bidder provide

- a. split load deliveries Yes No
- b. tank top-off deliveries Yes No

If "yes", what is the cost for one extra stop \$ NO COST
For additional stops \$ NO COST each

Does the bidder agree to make an oxygenated blend of unleaded regular gasoline available that will comply with Maricopa County requirements?

Yes No

If "no", explain _____

ADDENDA

Bidders are responsible for verifying receipt of any addenda issued by checking the City's website at www.mesaaz.gov/purchasing prior to the bid opening (see 12) Failure to acknowledge any addenda issued may result in a response being deemed non-responsive

Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):

Addenda #1 [Signature]

Addenda #2 _____

Bidder Name SUPREME OIL COMPANY

Date: 4/3/2013

Week Beginning	OPIS Rack	PPG	ADOT Note
04/01/2013	B100 - Phoenix, AZ	5.6000	
04/01/2013	B20 - Phoenix, AZ	3.6549	
04/01/2013	B20 (Dyed) - Phoenix, AZ	3.6605	ADOT does not normally order this item. DO NOT SHIP TO ADOT! Provided as favor to contract partners only.
04/01/2013	B5 - Phoenix, AZ	3.2902	
04/01/2013	B5 (Dyed) - Phoenix, AZ	3.2969	ADOT does not normally order this item. DO NOT SHIP TO ADOT! Provided as favor to contract partners only.
04/01/2013	CBG Ethanol 10% - Phoenix, AZ	3.2703	32867
04/01/2013	Conv. Clear - Phoenix, AZ	2.9480	
04/01/2013	Conv. Clear - Tucson, AZ	3.4633	
04/01/2013	Conv. Ethanol 10% - Phoenix, AZ	3.1800	
04/01/2013	Conv. Ethanol 10% - Tucson, AZ	3.1166	
04/01/2013	E85 - WEST	2.9733	
04/01/2013	No. 2 Ultra Low Sulfur - Phoenix, AZ	3.1686	30904
04/01/2013	No. 2 Ultra Low Sulfur - Tucson, AZ	3.4436	
04/01/2013	No. 2 Ultra Low Sulfur (Red) - Phoenix, AZ	3.1756	ADOT does not normally order this item. DO NOT SHIP TO ADOT! Provided as favor to contract partners only. 30998
04/01/2013	No. 2 Ultra Low Sulfur (Red) - Tucson, AZ	3.4369	ADOT does not normally order this item. DO NOT SHIP TO ADOT! Provided as favor to contract partners only.

EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS

Bidders shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document.

Exceptions (mark one):

****Special Note -- Any material exceptions taken to the City's Standard Terms and Conditions will render a Bid Non-responsive.**

- No exceptions
 Exceptions taken (describe--attach additional pages if needed)

Confidential/Proprietary Submittals (mark one):

- No confidential/proprietary materials have been included with this bid
 Confidential/Proprietary materials included. Bidders should identify below any portion of their bid deemed confidential or proprietary (see section S.12). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the City prior to any public disclosure. Requests to deem the entire bid as confidential will not be considered.

Additional Materials submitted (mark one):

- No additional materials have been included with this bid
 Additional Materials attached (describe--attach additional pages if needed)

Bidder Name SUPREME OIL COMPANY

Date: 4/3/2013

VENDOR INFORMATION

Company Legal/Corporate Name: SUPREME OIL COMPANY

Doing Business As (if different than above): N/A

Address: 2109 WEST MONTE VISTA

City: PHOENIX State: ARIZONA Zip: 85009

Phone: 602.254.5575 Fax: 602.889.3995

E-Mail Address: DREICHO.SUPREMEOIL.COM Website: WWW.SUPREMEOIL.COM

Taxpayer Identification Number: [REDACTED]

Remit to Address (if different than above):

Address: 2109 WEST MONTE VISTA

City: PHOENIX State: ARIZONA Zip: 85003

Contact for Questions about this bid:

Name: DICK REICH Fax: 602.889.3995

Phone: 602.254.5575 E-Mail Address: DREICHO.SUPREMEOIL.COM

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

Name: SAME AS ABOVE Fax: " " "

Phone: " E-Mail Address: " " "

Sales/Use Tax Information (check one):

Bidder is located outside Arizona and does NOT collect Arizona State Sales/Use Tax (The City will pay use tax directly to the AZ Dept of Revenue)

Bidder is located outside Arizona is authorized to collect Arizona State Sales/Use Tax for submission to the AZ Dept of Revenue State Sales Tax Number:

Bidder is located in Arizona (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)

State Sales Tax Number: [REDACTED] City of: PHOENIX AZ Sales Tax Rate: 0.3%

Certified Small Business Certifying Agency:

Certified Minority, Woman or Disadvantaged Business Enterprise Certifying Agency:

VENDOR INFORMATION

SKIP THIS AFFIDAVIT IF:

Bidder is a(n) LLC, Corporation or Partnership as indicated on your W-9

COMPLETE AFFIDAVIT IF:

Bidder is a(n) Individual or Sole Proprietor as indicated on your W-9

AFFIDAVIT

ARS §1-502 requires that 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 section i.10 of the Instructions).

Please place a check mark next to the applicable document and present the document to the City employee. If mailing the document, 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: D 0 5 5
- 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 Richard L. Reich Jr.

Print Name RICHARD L. REICH JR.

Date 4/3/2013

SUPREME OIL COMPANY
Business/Company Name

Verification of Attachment by City Staff Member:

Signature _____ Date _____

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) Supreme Oil Co	
	Business name/disregarded entity name, if different from above N/A	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) P.O. Box 34717	Requester's name and address (optional)
City, state, and ZIP code San Diego, CA 92138		
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																	
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 15%;"></td> </tr> </table>									<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 15%;"></td> </tr> </table>								
Employer identification number																	

Part II Certification

Under penalties of perjury, I certify that:

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

OFFER AND ACCEPTANCE

By signing and submitting this Bid, the Vendor certifies that:

- a) It is under no legal prohibition on contracting with the City of Mesa
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract
- f) It grants the City of Mesa permission to copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for Mesa's internal use in evaluating respondent's offer, or 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 that Mesa agrees not to change or delete any copyright or proprietary notices
- g) Under the provisions of A R S §41-4401, respondent hereby warrants to the City that the respondent and each of its subcontractors ("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")
- h) Under the provisions of A R S §35-392, respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and barred by the State of Arizona from selling to the City
- i) Under the provision of A R S §35-391 and §35-393, respondent certifies that they do not have Scrutinized Business Operations in Sudan or Iran
- j) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City
- k) It is current in all obligations due to the City
- l) It will accept such terms and conditions in a resulting contract if awarded by the City
- m) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein

ACCEPTED AND AGREED TO:

Company Name SUPREMA CO COMPANY
 Signature [Handwritten Signature]
 Printed Name RICHARD L. REICHT JR
 Title GENERAL MANAGER - ARIZONA
 Date 4/3/2013

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 2013057.

Term (if different than stated in the Milestones) July 1, 2013 through June 30, 2016

Awarded this 20th day of May, 2013

[Handwritten Signature]
 Edward Quedens, CPPO, C P M
 As Business Services Director

APPENDIX A

General List of Documents Incorporated by Reference in City of Mesa Vehicle and Equipment Specifications

City of Mesa – Fleet Engineering Standards Manual: available through the City of Mesa – Fleet Services Department, PO Box 1466, Mesa, AZ 85211-1466 Ph. (480) 644-5909

Federal Motor Vehicle Safety Standards (FMVSS): standards found in Code of Federal Regulations (CFR), Title 49, available through the Government Printing Office (GPO), Superintendent of Documents, Washington, D.C.

Society of Automotive Engineers (SAE): standards are available through the Society of Automotive Engineers, Inc. 400 Commonwealth Drive, Warrendale, PA

Arizona Traffic Law Manual: is available through LEXIS Law Publishing, P.O. Box 7587, Charlottesville, VA.

Environmental Protection Agency (EPA): publications are available through the National Service Center for Environmental Publications, P.O. Box 42419, Cincinnati, OH.

Occupational Safety and Health Administration (OSHA): standards are available through the Technical Data Center, U.S. Department of Labor, Washington, D.C., and through regional Offices of the Occupational Safety and Health Administration.

National Truck Equipment Association (NTEA): standards are available through NTEA, 37400 Hills Tech Drive, Farmington Hills, MI 48331-3414 Ph. (248) 489-7090

From: Nicole Arnold
Bcc: "eric@bidocean.com", "gbs@bidnet.com", "mpanzica@brownevans.com", "statelocalresearch@deltek.com", "tallings@phoenixchamber.com", "blanca.hurtado@usinc.com", "frazier@mansfieldoil.com", "SOURCEMGMT@ONVIA.NET", "karnold@petroleumtraders.com", "qnewton@petroleumtraders.com", "susie@pioneeristributing.com", "tdyson@propetroleum.com", "egonzalez@rcpfuel.com", "koepk@scfuels.com", "jim@umiondistributing.com", "joe.odonnell@wnr.com", "Aaron@westernstatespetroleum.com", Darryl Woodson
Subject: COM Addendum #1 Gasoline & Diesel Fuel for the COM & Mesa Unified School Dist No 4
Date: Thursday, March 28, 2013 7 37 00 AM
Attachments: 2013057 Addendum 1.pdf

Hello,

Please find attached a copy of Addendum #1 (which will be available on the purchasing website with the next hour and a half) in the above mention IFB. If there are any questions, please see pg 1 of the original IFB, where you will find the Buyer and Buyer Aide's email addresses to submit your questions.

Thank you,

Nicole Arnold

Purchasing Department
Buyer Aide
City of Mesa
20 E Main St Suite 400
Mesa, AZ 85201
Ph 480-644-2653
Fx 480-644-2655



TO All Bidders Receiving Request for Bid #2013057
Gasoline & Diesel Fuel for the City of Mesa and the Mesa Unified School District
No 4

FROM Darryl Woodson, Senior Buyer *DW*

DATE March 28, 2013

SUBJECT Addendum # 1 – Questions and Answers – Revised Pricing and Compensation
Pages and Detailed Specifications

All bidders are hereby notified that this addendum is to respond to questions submitted in reference to the gasoline and diesel fuel solicitation. Also attached are Revised Pricing and Compensation Pages and Revised Detail Specifications for item 13, Fuel Specifications.

All other terms and conditions remain unchanged. Bidders are reminded that sealed bids are due in the Purchasing Office no later than 3.00 p.m. MST on April 4, 2013.

Please contact me at (480) 644-3261 with any questions you may have regarding this addendum.

c Jim Ruiz
Bruce Bingham, MPS
Patty Norhtey, MPS

- 1 Q Who is the current Contractor (s)?
A Supreme Oil Company
- 2 Q Will payment to the contractor be made via check or ACH?
A Check
- 3 Q Will the term Extension and Renewal be upon mutual agreement between the City and Contractor or at the sole discretion of the City?
A Yes, City discretion
- 4 Q Will the City consider changing the pricing from OPIS Weekly to OPIS Daily Rack Average?
A No
- 5 Q Please confirm if orders will be at the industry standard of 70% of tank capacity
A Yes
- 6 Q On page 22, what date should I use for the OPIS price?
A March 25
- 7 Q On page 23 it says to use OPIS average based on March 25th, is this the same for page 22?
A Yes
- 8 Q What is the typical tank size for the deliveries? Are we to use 7500 gallons as the basis all around?
A Typical tank-size order is 7,500 gals for ULSD and 8,500 for CBG unleaded
- 9 Q Will we be able to charge surcharge as a separate line item on your invoice or, do you want it rolled into our fixed differential?
A Standard Terms & Conditions S 39, No surcharges
- 10 Q Will we be able to charge the Pump charge as needed for any above ground tanks on the invoice?
A No
- 11 Q Will the A/P department accept email or faxed invoices for faster turnaround?
A No
- 12 Q Do you pay Net 30 via EFT, Check or Credit Card?
A Check
- 13 Q Has there been any Addendums issued prior to this email?
A No
- 14 Q What is the anticipated award date?
A 5/6/2013
- 15 Q When is the first board meeting after the opening?
A 4/15/2013
- 16 Q Will a decision be made at the board meeting or sometime before then?
A No
- 17 Q How many years have you been with your current vendor?
A 5 years
- 18 Q When will the bid tabulations be made available?
A Will be on the City's web site within 24 hours after opening
- 19 Q Have you ever terminated a contract for convenience?
A No, not for fuel

- 20 Q What city in Arizona are we to base our OPIS pricing off from?
A Phoenix
- 21 Q Would you accept a firm fixed price for the length of the contract?
A No
- 22 Q Please clarify that the OPIS Gross Weekly Thursday PM Posting Unbranded Rack Average index will be acceptable. The exact index type is not listed in the specifications.
A Yes, the OPIS Gross Weekly Unbranded Rack Average is acceptable
- 23 Q Which sites will consume biodiesel? #2 ULS Diesel is the only listed as the diesel fuel type. If biodiesel will be consumed please provide the exact percentage required along with the base feedstock requirements.
A The two largest City sites, Fleet Services West and East (locations #1 and 6) are the only sites currently using biodiesel. However, this is a very volatile situation for the City. Because of ever-changing vehicular fleets and ADEQ air-quality requirements, the City cannot give a gallon estimate for B20 or straight diesel at this time. This is why the bid is written the way it is.
- 24 Q Please clarify if the Contractor shall be responsible for the fuel additive or if this will be handled by the City and School District?
A The contractor is responsible.

REVISED DETAILED SPECIFICATIONS

- 1 **PROJECT MISSION.** We are dedicated to providing superior services to our customers in order to improve the quality of life for Mesa residents, businesses and visitors. We are looking for vendors who share that dedication and will help us meet that goal.
- 2 **PROJECT GOAL.** To establish a three (3) year supply contract for gasoline and diesel fuel for the City of Mesa and the Mesa Unified School District No. 4.
- 3 **INVENTORY LEVELS.** The bidder's inventory level of the item(s) bid shall be sufficient to provide daily support of the Buyers' requirements. Failure to supply item(s) within 24 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.
- 4 **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 the City and the District.
- 5 **OPIS INDEX PRICING.** Bidders must insert a price per gallon and the estimated total pricing (excluding tax) based on the quoted discount/markup and the OPIS index price for the issue date specified on page 23 of the Pricing and Compensation section of this solicitation. In the event of a discrepancy between the unit price and extension, the unit price will govern. 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 Thursday 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 the City's Fleet Services office and the school's District Vehicle Maintenance office.
- 6 **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 City and the District FREE OF FEDERAL EXCISE TAX. Both the City and the District 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 the District will furnish exemption certificates upon request.
- 7 **DELIVERY LOCATIONS**

CITY OF MESA:

Location No.	Department Name/Address	Type of Fuel	Tank Qty - Size in Gal. per Tank.
1	Fleet Services (West) 300 East 6th Street Mesa, AZ	CBG (Clean Burning Gasoline) Ethanol 10% Unl #2 ULS Diesel	6 - 12,000 3 - 12,000
2	Falcon Field Airport Police/Fire/Customer Service Substation 4534 E McKellips Road Mesa, AZ	CBG Ethanol 10% Unl #2 ULS Diesel	1 - 10,000 1 - 10,000
3	Dobson Ranch Police/Fire/Customer Service Substation 2505 S Dobson Road Mesa, AZ Secure Site	#2 ULS Diesel	1 - 10,000
4	Dobson Ranch Golf Course 2155 S Dobson Road	#2 ULS Diesel	1 - 3,000

REVISED DETAILED SPECIFICATIONS

Location No.	Department Name/Address	Type of Fuel	Tank Qty - Size in Gal. per Tank.
	Mesa, AZ		
5	Mesa Police Department 130 North Robson Mesa, AZ	#2 ULS Diesel	1 - 550
6	Fleet Services (East) 6935 E Decatur Mesa, AZ	CBG Ethanol 10% Unl #2 ULS Diesel	6 - 12,000 3 - 12,000
7	Superstition Police/Fire Substation 2430 South Ellsworth Mesa, AZ Secure Site	CBG Ethanol 10% Unl #2 ULS Diesel	1 - 12,000 1 - 12,000
8	Red Mountain Police Substation 4333 E University Dr Mesa, AZ Secure Site	CBG Ethanol 10% Unl	2 - 15,000
9	Fiesta Police Substation 1010 W Grove Ave Mesa, AZ Secure Site	CBG Ethanol 10% Unl	2 - 15,000
*10	Queen Creek Utility Yard 34630 N Schnepf Road, Queen Creek, AZ	CBG Ethanol 10% Unl	1 - 1,000 above-ground tank
*11	Fire Station #205 730 S Greenfield Road, Mesa, AZ	#2 ULS Diesel	1 - 580 above-ground trailer
*12	Fire Station #216 7966 E McDowell Road, Mesa, AZ	#2 ULS Diesel	1 - 1000 above-ground tank
13	Various generator stations located around the City that may require deliveries of up to 1,000 gals Annually	CBG Ethanol 10% Unl	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 UNIFIED SCHOOL DISTRICT NO. 4

Location No.	Department Name/Address	Type of Fuel	Tank Qty - Size in Gal.
1	Transportation Dept 549 N Stapley, Mesa, AZ	CBG Ethanol 10% #2 ULS Red Dye	1 - 20,000 2 - 20,000
2	Broadway - Satellite 109 East Broadway, Mesa, AZ	CBG Ethanol 10% Unl #2 ULS Diesel #2 ULS Red Dye	1 - 10,000 1 - 10,000 1 - 15,000
3	Fremont - Satellite 837 N Power Road, Mesa, AZ	CBG Ethanol 10% Unl #2 ULS Red Dye	1 - 10,000 3 - 10,000
<p>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</p>			

REVISED DETAILED SPECIFICATIONS

- 8 **SPLIT DELIVERY AND TOP-OFF LOAD REQUIREMENTS.** Both the City and the District 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.
- 9 **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.
- 10 **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.
- 11 **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.
- 12 **INVOICING INSTRUCTIONS**

City of Mesa

The City will pay the supplier within 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

Mesa Unified School District

The District will pay the supplier within 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

General Note

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

- 13 **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

REVISED DETAILED SPECIFICATIONS

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

SPECIFICATIONS FOR FUEL GRADE ETHANOL		
		Method of Test
Appearance	Clear, Bright	Visual
Color, Platinum-Cobalt	50 Maximum	ASTM D1209
Specific Gravity, 20/20DEG C	0.7887 - 0.7954	ASTM D1298
Ethyl Alcohol, Vol %	94.4 Minimum	-
Water, Weight %	0.82 Maximum	ASTM D1744
Acidity, AS CH ₃ COOH, Maximum	0.007 Mass %	ASTM D1613
Non-Volatile Residue, mg/100 ml	5.0 Maximum	ASTM D1353
Copper Content, ppm	0.1 Maximum	Atomic Absorption
Additive	A detergent and corrosion inhibitor package will be added to the ethanol. DuPont DMA-67Y or equivalent at the rate of 180 lbs to 1,000 barrels of ethanol.	

14 **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.

15 **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.

REVISED DETAILED SPECIFICATIONS

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

REVISED PRICING AND COMPENSATION

SAMPLE PRICING FOR EVALUATION PURPOSES ONLY				
Item No.	Fuel Type - Description	Unit Cost	Est. Combined Annual Qty	Extension
1	CBG Ethanol 10% Unleaded Gasoline	\$	1,200,000 gal	\$
2	#2 ULS Diesel & Biodiesel Fuels (B20)	\$	925,000 gal	\$
3	#2 ULS Diesel - Red Dye	\$	875,000 gal	\$
TOTAL BID				
FOB Destination, excluding all applicable taxes and based on the OPIS average rack price for Arizona published on March 25, 2013				

APPLICABLE TAXES		
Provide percentage or price to be added to each gallon of fuel for the following:		
TAXES	DIESEL GASOLINE	UNLEADED GASOLINE
City*	_____ %	_____ %
State	_____ %	_____ %
Road	_____ ¢ per gal	_____ ¢ per gal
Lust**	_____ ¢ per gal	_____ ¢ per gal
Super Fund	_____ ¢ per gal	_____ ¢ per gal.
*The City of Mesa is exempt from Mesa City Sales Tax Mesa Unified School District is liable for Mesa City Sales Tax		

**Federal & Arizona combined

Vendor Name _____

Date _____

REVISED PRICING AND COMPENSATION

FOB Destination

Freight Costs Unit prices should include all Shipping and Transportation Costs

No fuel surcharges will be accepted

Payment terms (not less than net 30 days) _____

Prompt Payment Discount of _____ % if invoices are paid within, _____ days of receipt

Does Bidder agree to honor the prices, terms and conditions to other agencies as specified in section S 38?

_____ Yes _____ No (A "no" answer will not disqualify your bid)

Bidder complies with S 9 "Compliance with Applicable Law"? _____ Yes _____ No

The fuel is (list manufacturer, brand, etc) _____

Can delivery be made within 24 hours of receipt of an order

Yes _____ No _____

If "no", explain _____

Will bidder provide

- a split load deliveries Yes _____ No _____
- b tank top-off deliveries Yes _____ No _____

If "yes", what is the cost for one extra stop \$ _____
For additional stops \$ _____ each

Does the bidder agree to make an oxygenated blend of unleaded regular gasoline available that will comply with Maricopa County requirements?

Yes _____ No _____

If "no", explain _____

ADDENDA

Bidders are responsible for verifying receipt of any addenda issued by checking the City's website at www.mesaaz.gov/purchasing prior to the bid opening (see 1.2) Failure to acknowledge any addenda issued may result in a response being deemed non-responsive

Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):

Addenda #1 _____

Addenda #2 _____

Vendor Name _____

Date _____

Addendum 1 IFB Bid #2013057 3/28/13

Submit Date	Company Name	Contact Person	Contact Telephone	E Mail Address
3/21/2013 4:23	Bid Ocean	Eric Johnson	970-237-4411	eric@bidocean.com
3/21/2013 7:45	Bidnet	Rebecca Burnham	8006771997	gbs@bidnet.com
3/27/2013 7:01	Brown Evans Distributing Co.	Mark Panzica	480-962-6111	mpanzica@brownevans.com
3/21/2013 0:34	Deltek	Charminia Quizon	571 306.5946	statelocalresearch@deltek.com
3/27/2013 11:34	gpcc	taylor g	6020000000	tgillings@phoenixchamber.com
3/20/2013 11:04	IPC (USA), Inc.	Blanca Hurtado	949-648-5620	blanca.hurtado@usipc.com
3/27/2013 14:47	Mansfield Oil	John Frazier	678-207-3605	jfrazier@mansfieldoil.com
3/20/2013 15:23	ONVIA, INC	SOURCE MANAGEMENT	206-373-9500	SOURCEMGMT@ONVIA.NET
3/21/2013 5:28	Petroleum Traders Corporation	Kelly Arnold	260-207-6375	karnold@petroleumtraders.com
3/25/2013 9:47	Petroleum Traders Corporation	Gayle Newton, Contract Sales Manager	800-348-3705 x1002	gnewton@petroleumtraders.com
3/27/2013 12:00	Pioneer Distributing Co	T. Susie Ingram	480-204-6792	susie@pioneedistributing.com
3/21/2013 16:09	Pro Petroleum Inc.	Tiffany Dyson	702-632-0863	tdyson@propetroleum.com
3/20/2013 11:33	River City Petroleum	Ed Gonzalez	(916) 371- 4960	egonzalez@rcpfuel.com
3/20/2013 11:11	SC Fuels	Karen Koep	805-389-3550	koepk@scfuels.com
3/20/2013 11:25	Union Distributing	Jim Kaskie	602-358-2411	jim@uniondistributing.com
3/20/2013 11 51	Western Refining Wholesale, Inc	Joe O'Donnell	602-286-1825	joe.odonnell@wnr.com
3/20/2013 11 12	Western States Petroleum	Aaron Williamsen	602-316-1293	Aaron@westernstatespetroleum.com

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SUPREME OIL COMPANY**

EXHIBIT C
Scope of Work

PROJECT

Gasoline and Diesel Fuel Purchase for city fleet by the Equipment Management Division of Public Works on an "as required" basis for the City of Glendale, per City of Mesa Contract #2013057 awarded to Supreme Oil Company on May 20, 2013.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SUPREME OIL COMPANY**

EXHIBIT D

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in Section 3 of the Agreement. The amount of compensation, including installation of products and services, is provided in the rate sheet and award pursuant to City of Mesa, Gasoline and Diesel Fuel Contract #2013057 and attached hereto.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$3,400,000.00 annually or \$10,200,000 for the term of the contract.

DETAILED PROJECT COMPENSATION

Contract prices will be tied to the "Oil Price Information Service" (OPIS) index for Arizona and prices will be in cents per gallon to four decimal points. Pricing and Compensation listing is shown on the attached table.