

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
EATON SALES AND SERVICE, LLC**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this *15* day of *July*, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and Eaton Sales and Service, LLC, a Colorado limited liability company authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On (September 22, 2015, under the State of Arizona Cooperative Purchasing Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Installation, Repair and Maintenance of Petroleum Storage Tank Systems Contract, Contract No. ADSPO16-109211 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement purchases can be made by governmental entities from the date of award, which was September 22, 2015, until the date the contract expires on September 16, 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 be extended beyond September 16, 2020. The initial period of this

Agreement, therefore, is the period from the Effective Date of this Agreement until September 16, 2016. The City Manager or designee, however, may renew the term of this Agreement for four (4) one-year periods until the Cooperative Purchasing Agreement expires on September 16, 2020. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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

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

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed forty-five thousand dollars (\$45,000) for the entire term of the Agreement (initial term plus any renewals).

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

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

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

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

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

City of Glendale
c/o Montana Slack
6210 W. Myrtle Avenue, #111
Glendale, Arizona 8530
623-930-2621

and

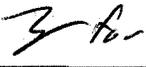
Eaton Sales and Service, LLC
c/o Kathy Tindell
3420 W. Whitton Avenue
Phoenix, AZ 85017

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

"City"

City of Glendale, an Arizona
municipal corporation

By:

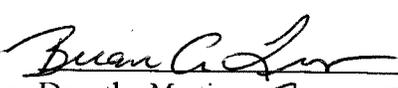


Kevin R. Phelps
City Manager

"Contractor"

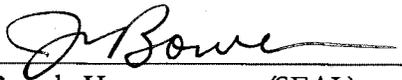
Eaton Sales and Service, LLC,
a Colorado limited liability company

By:



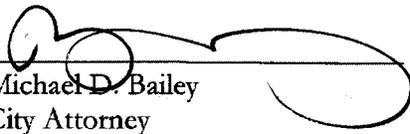
Name: ~~Dorothy Marting~~ Brinn TRAVIS
Title: ~~Vice President~~ President

ATTEST:



~~Parvata Hanna~~ (SEAL)
City Clerk Julie K Bower

APPROVED AS TO FORM:



Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
EATON SALES AND SERVICE, LLC**

**EXHIBIT A
INSTALLATION, REPAIR AND MAINTENANCE OF PETROLEUM STORAGE TANK
SYSTEMS**



Master Blanket Purchase Order ADSP016-109211

Header Information

Purchase Order Number:	ADSP016-109211	Release Number:	0	Short Description:	Installation, Repair and Maintenance of Petroleum Storage Tank Systems - Statewide
Status:	3PS - Sent	Purchaser:	Jay Banna	Receipt Method:	Quantity
Fiscal Year:	2016	PO Type:	Blanket	Minor Status:	
Organization:	State of Arizona	Location:	SPO - State Procurement Office	Type Code:	Statewide
Department:	ADSP0 - State Procurement Office	Entered Date:	09/22/2015 12:01:40 PM	Control Code:	
Alternate ID:		Retainage %:	0.00%	Discount %:	0.00%
Days ARO:	0	Print Dest Detail:	If Different	Pcard Enabled:	No
Catalog ID:		Release Type:	Direct Release	Actual Cost:	\$0.00
Contact Instructions:	Jay Banna at Jay.Banna@azdoa.gov	Tax Rate:			

Master Blanket/Contract End Date (Maximum): 09/16/2020 12:03:00 PM

Project No.:
Building Code:
Cost Code:
Special Purchase Types:
PIJ NUMBER:
Coop Spend To Date:
Commodity Reference Id:
PO External Doc Type: None

Agency Attachments: [RFP: ADSP015-00004932 PO Terms & Conditions Solicitation File COI ADSP016-109211 COI expires 04.01.2017.pdf](#)

Vendor Attachments: [Licenses.pdf Response Forms Combined insurance.pdf](#)

Agency Attachment Forms:

Vendor Attachment Forms:

Primary Vendor Information & PO Terms

Vendor: 9000000642 - EATON SALES AND SERVICE LLC
 Kathy Tindell
 3420 W Whitton Avenue
 Phoenix, AZ 85017
 US
 Email: kathyt@eatonmetal.com
 Phone: (602)415-3394

Payment Terms: Net 30
Shipping Method: Best Way
Shipping Terms: Cost, Insurance and Freight
Freight Terms: Freight Prepaid and Charged Back

PO Acknowledgements:	Document Alt Reference	Notifications	Acknowledged Date/Time
	Purchase Order	Emailed to kathyt@eatonmetal.com at 09/22/2015 02:05:22 PM	09/22/2015 12:08:29 PM
	Change Order 1	Emailed to kathyt@eatonmetal.com at 01/22/2016 08:17:29 AM	01/25/2016 06:41:15 AM
	Change Order 2	Emailed to kathyt@eatonmetal.com at 04/06/2016 07:54:34 AM	04/06/2016 08:10:38 AM
	Change Order 3	Emailed to kathyt@eatonmetal.com at 04/07/2016 02:25:29 PM	04/07/2016 02:29:49 PM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
9000000642	PZ9000000642	EATON SALES AND SERVICE LLC	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 09/17/2015 **Master Blanket/Contract End Date:** 09/16/2016
Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$24,539.55	\$0.00

Item Information

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 1 2

Print Sequence # 1.0, Item # 1: Labor Rate - Laborer Actual Time on The Job \$57.00 per hour							3PS - Sent	
NIGP Code: 929-74 Tanks: Mobile, Portable, Stationary, Storage, etc., Maintenance and Repair (Includes Relining)								
Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	HR - Hour	0.00	\$0.00		\$0.00	\$0.00
Manufacturer:			Brand:			Model:		

Make: Packaging:
 Project No.:
 Building Code:
 Cost Code:
 Property Number:

Print Sequence # 2.0, Item # 2: Labor - Technician Actual Time of The Job \$72.00 per hour 3PS - Sent

NIGP Code: 929-74

Tanks: Mobile, Portable, Stationary, Storage, etc., Maintenance and Repair (Includes Relining)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	HR - Hour	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
 Make: Packaging:
 Project No.:
 Building Code:
 Cost Code:
 Property Number:

Print Sequence # 3.0, Item # 3: Labor - Laborer (Travel Time, Office Site to Jobsite) Using Nearest Office \$57.00 per hour 3PS - Sent

NIGP Code: 929-74

Tanks: Mobile, Portable, Stationary, Storage, etc., Maintenance and Repair (Includes Relining)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	HR - Hour	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
 Make: Packaging:
 Project No.:
 Building Code:
 Cost Code:
 Property Number:

Print Sequence # 4.0, Item # 4: Labor - Technician (Travel Time, Office site to Jobsite) Using Nearest Office Site. \$57.00 per hour 3PS - Sent

NIGP Code: 929-74

Tanks: Mobile, Portable, Stationary, Storage, etc., Maintenance and Repair (Includes Relining)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	HR - Hour	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
 Make: Packaging:

Project No.:
 Building Code:
 Cost Code:
 Property Number:

Print Sequence # 5.0, Item # 5: Parts / Shop Supplies 3PS - Sent

NIGP Code: 929-63
 Oil Field Equipment Maintenance and Repair

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
 Make: Packaging:
 Project No.:
 Building Code:
 Cost Code:
 Property Number:

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 1 2

Exit

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State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSP015-00004932

Description: Installation, Repair and Maintenance of Petroleum Storage Tank Systems

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END OF SOLICITATION



Offer and Acceptance

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSP015-00004932

Description: Installation, Repair and Maintenance of Petroleum Storage Tank Systems

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Eaton Sales & Service LLC
Company Name

3420 W. Whitton
Address

Phoenix City AZ State 85017 Zip

stevet@eatonmetal.com and kathyt@eatonmetal.com
Contact Email Address

Steve Turner
Signature of Person Authorized to Sign Offer

Steve Turner
Printed Name

Division Manager
Title

Phone: 602-415-3394

Fax: 602-415-3405

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS/ IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. _____

The effective date of the Contract is _____

The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contact release document or written notice to proceed.

State of Arizona
Awarded this

day
of

20

Procurement Officer



Special Terms and Conditions

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSP015-00004932

Description: Installation, Repair and Maintenance of Petroleum Storage Tank Systems

1. Contract.

1.1. The contract between the State of Arizona and the Contractor shall consist of the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by the Contractor, their responses to any requests for clarifications and/or their best and final offer. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual requirement in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the solicitation shall govern.

1.1.1. The State's primary contact for this solicitation and resultant contracts shall be the Procurement Officer assigned to the contract and listed in ProcureAZ.

1.1.2. The Contractor's primary contact shall be the contract information contained in the ProcureAZ vendor profile or as stated in the submitted Response Form I of this solicitation.

1.2. Amendments / Change Orders. The State reserves the right to modify this contract as circumstances may require without penalty to fulfill the needs of the State. Any change in the Contract, including but not limited to the Statement of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment or change order approved by and between the duly authorized representatives of the Contractor and the Arizona State Procurement Office. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment to the contract.

2. SUBCONTRACTORS

2.1. Subcontractor Approval. Supplemental to the Uniform Terms and Conditions, Section 5.2, Subcontracts, Contractor shall not enter into any Subcontract under this Contract, for the performance of services under this Contract, without the advance written approval of the Procurement Officer. The Contractor shall submit a formal written request on company letterhead and including in Response Form IV, Proposed Subcontractors, or a document containing the information requested in Response Form IV.

2.2. With the request, Contractor shall certify that all Subcontracts incorporate by reference the terms and conditions of this Contract. The issuance of subcontracts shall not relieve Contractor of any of its obligations under the Contract, including, among other things, the obligation to properly supervise and coordinate the work of subcontractors performing for the Contractor under this Contract. Nothing contained in any subcontract shall create a contractual relationship between any subcontractor and the State. All associated subcontractor costs shall be billed on a pass through basis listing itemized costs.

3. Contract Type. The contract shall be firm fixed hourly rate contract.

4. Term of Contract. The contract term is for a one year period from the effective date stated on the fully executed Offer and Acceptance Form unless otherwise canceled, terminated or extended. The contract shall not bind nor purport to bind the State for any contractual commitment in excess of the original contract term. By mutual written contract amendment/change order, any resultant contract may be extended for supplemental periods with a maximum aggregate including all extensions not to exceed five (5) years.

5. ELIGIBLE AGENCIES (STATEWIDE) This Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing Cooperative members may participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative



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Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632.

Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations as defined in A.R.S § 41-2631(4) as any non-profit corporation as designated by the internal revenue service under section 501(c)(3) through 501(c)(6).

6. ADMINISTRATIVE FEE/USAGE

- 6.1 Contractors shall submit a Quarterly Usage Report documenting all contract sales. The proper Usage Report Forms may be found on the State Procurement Office's web site at <https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>. Any alternate Quarterly Usage Report format shall be approved by the Procurement Officer.
- 6.2 A Quarterly Usage Report shall be submitted at the completion of each quarter during the term of the contract. If there were no contract sales receipts during a quarter a Quarterly Usage Report indicating "no contract sales" shall be submitted to satisfy this requirement. Upon review, report submissions that do not contain all the required information or have entries that are listed incorrectly will be returned to the contractor for correction. For more information on the submission of Quarterly Usage Reports and their content please go to the State Procurement Office's web site at <https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>.
- 6.3 Contractor shall assess an administrative fee in the amount of one (1%) against all contract sales to members of the State Purchasing Cooperative – including cities, counties, school districts, special districts, other state governments, agencies of the federal government, tribal nations, schools, medical institutions, and nonprofit organizations.. An updated list of State Purchasing Cooperative members may be found at <https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative>.
- 6.4 The administrative fee shall be calculated as one percent (1.0%) of quarterly sales receipts from the members of the State Purchasing Cooperative, minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. The Administrative Fee percentage is only applicable to amounts actually received by the contractor during the quarter and is not applicable to amounts ordered by customers but not yet paid for. The administrative fee is not paid on transactions with state agency customers
- 6.5 At its option, the State may expand or narrow the applicability of this fee. The State shall provide thirty (30) written notice prior to exercising or changing this option.
- 6.6 The Administrative Fee shall be a part of the unit prices associated with this contract and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts maintain one set of pricing for all customers and shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.
- 6.7 Quarterly Usage Reports and the applicable Administrative Fee shall be submitted to the Arizona Department of Administration, State Procurement Office within 30 days following the end of the quarter. Quarterly Usage Report and Administrative Fee submission schedule is as follows:

July through September (FY Q1) – Due October 31

October through December (FY Q2) – Due January 31

January through March (FY Q3) – Due by April 30



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April through June (FY Q4) –

Due by July 31

- 6.8 Usage Reports and any questions are to be submitted by email to the state's designated usage report email address: usage@azdoa.gov
- 6.9 Administrative Fees shall be submitted to the following address:
- Department of Administration
Controller's Office
Attn: "Statewide Contracts Administrative Fee"
100 N. 15th Avenue, Suite 202
Phoenix, AZ 85007
- 6.10 Contractor's failure to remit accurate administrative fees and quarterly usage reports in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.
7. **ESTIMATED QUANTITIES.** The state anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential Contractor.
8. **CANCELLATION** - Contractor may be deemed to be in default if, at any time during the performance of the Contract, Contractor initiates or is party to actions including, but shall not limited to:
- Failure to provide the State with acceptable proof of compliance with prescribed insurance requirements;
 - Failure to provide all required usage information;
 - Failure to submit the appropriate administrative fee amount
 - Failure in a material way to correct services not in conformance with the Contract or Purchase Orders;
 - Repeated failure to comply with the requirements of the Contract;
 - Material disregard of or failure to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction;
 - Failure, neglect, or refusal to proceed with the performance of the Contract in a prompt, safe and diligent manner;
 - Failure to promptly pay all monies due to subcontractors, vendors, or others for materials and services in connection with the Work; and
 - Attempting to assign this Contract without obtaining the State's prior consent.
9. **Invoice – Billing.** All billing notices or invoices shall be sent to the eligible using agency whose address appears on the contract release order/purchase order as the bill to address and should contain, at a minimum, the following information:
- Both the contract number and contract release/purchase order number
 - Name and address of the contractor
 - The contractor's remittance address
 - Contractor's representative to contact concerning billing questions
 - Contractual payment terms
 - Applicable taxes
10. **Key Personnel.** It is essential that the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must assign specific individuals to the key positions. Once assigned to work under the contract, key personnel shall not be removed without the prior written notice to the State Procurement Office and must be adequately replaced at the time



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of such removal.

11. **IT 508 Compliance.** Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. 41-3531 and 3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
12. **Confidentiality of Records.** The Contractor shall establish and maintain procedures and controls acceptable to the State for the purpose of assuring that information or data in its possession is not mishandled, misused, released, disclosed, or used in an inappropriate manner by it, its agents, officers, or employees. This includes information contained in its records obtained from the State or others, necessary for contract performance. The Contractor shall take all reasonable steps and precautions to safeguard this information and data and shall not divulge the information or data to parties other than those needed for the performance of duties under the contract.
13. **Other Contracts.** The agency may undertake or award other contracts for additional or related work and the Contractor shall fully cooperate with such other contractors and state employees and carefully fit his own work to such additional work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by state employees. The agency shall equitably enforce this section as to all contractors to prevent the imposition of unreasonable burdens on any contractor.
14. **Pricing – All Inclusive**
Hourly rates for Key Personnel Classifications shall be on an all-inclusive basis and shall contain the labor rate, labor benefits, payroll burden, insurance, workman's compensation, fee, all taxes, profit, overhead, general and administrative expenses, fees and all other related charges and costs required to accomplish the Statement of Work. Details of service not explicitly stated in the Statement of Work or in the Contractor's Offer, but necessarily a part of, are deemed to be understood by the Contractor and included herein. All administrative, reporting or other requirements, all overhead costs and profit and any other costs towards the accomplishment of the requirements in this Contract are included in the pricing provided.

All parts will be invoiced on a "Pass Through" basis. "Pass Through" is defined as: The actual price of cost incurred for parts purchased from the supply vendors or manufacturers. The using agency will verify these prices before issuing payment to the vendor. Copies of the actual invoices from the supply vendor or manufacturers must be attached to the contractor's billing documentation. Needs to have eligible 10% markup cost to the using agency?

15. Travel

When requested, in writing, from the Using Agency to perform work that requires overnight accommodations, the Using Agency will reimburse the contractor in accordance with the current rates specified in the Rules and Regulations applicable to State employee's travel. The contractor shall itemize all per diem and lodging charges. State rates may be located at <https://gao.az.gov/travel/welcome-gao-travel>.

16. Price Adjustment.

16.1. **Original Price:** The original price shall remain the same for the contract term. The State Procurement Office may review a fully documented request for a price increase only on the anniversary or renewal date of the contract, after the contract has been in effect for one year. The requested increases shall be based upon a cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product/service contractually covered.

16.2. The request shall be submitted from 90 to 120 days prior to the anniversary or renewal date of the contract and shall be a factor in the extension review process.



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16.3. Failure to submit the request within the stated timeframe and/or failure to supply adequate information with the request may result in the State not considering the request.

16.4. The State, at its sole option shall determine whether the requested price adjustment or an alternative option is in the best interest of the State. Approval shall be in the form of a contract amendment, and shall become effective on the date specified in the amendment. Upon approval by the State, the Contractor shall make available all electronic and hard copy catalog/price list updates to all eligible using agencies at no additional cost to the State.

17. Price Reductions. Price reductions may be submitted to the State for consideration at any time during the contract period. The Contractor shall offer the State a price reduction on the contract product(s) concurrent with a published price reduction made to other customers. The Contractor shall make a written request for a price reduction which the State may accept, at the State's sole option. The price reduction request shall include the following:

- A formal announcement from the manufacturer that the cost of the contract product has been reduced.
- Documentation i.e. published cost lists, from the manufacturer showing, to the satisfaction of the State, the actual cost reduction.
- Documentation showing that the published cost reductions have been offered to other distributors.

18. Pandemic Contractual Performance

18.1 The Contractor shall have a plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at any time prior or post award of a contract. At a minimum, the pandemic performance plan shall include:

- Key succession and performance planning if there is a sudden significant decrease in contractor's workforce;
- Alternative methods to ensure there are products in the supply chain; and
- An up to date list of company contacts and organizational chart.

18.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:

- After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms;
- The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code; and
- Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

18.3 The State, at any time, may request to see a copy of the written plan from the contractor. The contractor shall produce the written plan within 72 hours of the request.

19. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or



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amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

20. Insurance Requirements:

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

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

Contractor is responsible for carrying appropriate coverage for mobile equipment and machinery. The State of Arizona assumes no responsibility.

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

1. Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage. Policy shall be endorsed to include XCU (Explosion, Collapse, Underground) coverage.

- General Aggregate **\$2,000,000**
 - Products – Completed Operations Aggregate **\$1,000,000**
 - Personal and Advertising Injury **\$1,000,000**
 - Damage to Rented Premises **\$50,000**
 - Each Occurrence **\$1,000,000**
- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as



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additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

If the Contract includes hazardous material transportation, the automobile liability policy shall include the following endorsements and the Combined Single Limit (CSL) must be increased. The policy shall provide Automobile Pollution Liability specific to the transportation of hazardous materials from the project site to the final disposal location.

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

Hazardous Material Transport - Combined Single Limit (CSL) **\$5,000,000**

- CA 99 48 Pollution Liability-broadened coverage for covered autos
 - MCS-90 (Motor Carrier Act) endorsements
- a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Workers' Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.



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- b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

4. Contractors Pollution Liability

For losses caused by pollution conditions that arise from the operations of the Contractor as described in the Scope of Services section of this Contract.

- Per Occurrence **\$1,000,000**
 - General Aggregate **\$2,000,000**
- a. Coverage must be identified specific to the operations as described in the Scope of Services in this Contract.
- b. Must include coverage for pollution losses arising out of completed operations.
- c. The policy is to be written on an "occurrence" basis with no sunset clause. In the event that the Pollution Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract. That either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of ten (10) years beginning at the time this Contract is terminated.
- d. Pollution coverage must apply to all phases of the work described in the Scope of Services in this Contract.
- e. The policy shall include coverage for bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death and medical monitoring costs.
- f. The policy shall include coverage for property damage, and physical damage to, or destruction of, tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically damaged or destroyed including diminution in value.
- g. The policy shall include coverage for environmental damage including physical damage to soil, surface water, ground water, plant, or animal life, caused by pollution conditions and giving rise to cleanup costs.
- h. The policy shall include defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
- i. The policy shall include coverage for asbestos and lead, mold, with no exclusions
- j. The policy shall include Non-Owned Disposal Site coverage.
- k. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.



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- I. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by the Contractor.

5. Installation Floater

(The limit required should be based on an amount equal to the initial contract amount plus additional coverage equal to contract amount for all subsequent change orders.)

Coverage amount is \$_____

- a. Policy shall contain an Additional Insured endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees.
- b. The State of Arizona and the Department shall be named as loss payee as our interest may appear.
- c. Coverage shall be written on an all risk, replacement cost basis and shall include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing/commissioning.
- d. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the State of Arizona, has an insurable interest in the property required to be covered.
- e. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State of Arizona.
- f. The Installation Floater must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.
- g. Policy shall contain a Waiver of Subrogation endorsement, as required by written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by the Contractor for the State of Arizona.
- h. Contractor is responsible for the payment of all deductibles under the Installation Floater.

B. ADDITIONAL INSURANCE REQUIREMENTS

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
2. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.



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- C. Notice of Cancellation:** For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).
- D. Acceptability of Insurers:** Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. Verification of Coverage:**
1. All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
 2. All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.
- F. Subcontractors:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.
- G. Approval and Modifications:** The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.
- H. Exceptions:** In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply



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1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. "Contractor" means any person who has a Contract with the State.
- 1.5. "Days" means calendar days unless otherwise specified.
- 1.6. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. "Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. "State Fiscal Year" means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;



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2.3.5. Attachments;

2.3.6. Exhibits;

2.3.7. Documents referenced or included in the Solicitation.

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor



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shall not use or release these materials without the prior written consent of the State.

- 3.8. **Ownership of Intellectual Property.** Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. **Federal Immigration and Nationality Act.** The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10. **E-Verify Requirements.** In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11. **Offshore Performance of Work Prohibited.** Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

- 4.1. **Payments.** Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. **Delivery.** Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. **Applicable Taxes.**
- 4.3.1. **Payment of Taxes.** The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2. **State and Local Transaction Privilege Taxes.** The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.



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4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.



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6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1. Except for payment of sums due, neither party shall not be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall



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remain free of liens.

- 7.2. **Quality.** Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State the materials shall be:
- 7.2.1. New and of a quality to pass without objection in the trade under the Contract description;
 - 7.2.2. Fit for the intended purposes for which the materials are used;
 - 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
 - 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. **Fitness.** The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. **Inspection/Testing.** The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. **Compliance with Applicable Laws.** The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- 7.6. **Survival of Rights and Obligations after Contract Expiration or Termination.**
- 7.6.1. **Contractor's Representations and Warranties.** All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
 - 7.6.2. **Purchase Orders.** The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

- 8.1. **Right to Assurance.** If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. **Stop Work Order.**
- 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - 8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an



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equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

- 8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5. Termination for Default.
- 9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make



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satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

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

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona 85007



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1. PRE-OFFER CONFERENCE

- 1.1. A Pre-Offer Conference will be held at the time and place indicated in the solicitation's 'Pre-Bid Conference' field as found within the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>). Attendance is not required but is highly recommended.
- 1.2. The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the State of Arizona's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the State at the conference. The State of Arizona will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation. Only official solicitation amendments issued by the State Procurement Office through ProcureAZ shall constitute a change to the solicitation.

2. INQUIRIES

Supplemental to Uniform Instructions paragraph 2.3, all questions related to this Request for Proposal shall be submitted via the Q & A function within the solicitation in ProcureAZ. Inquiries received less than 72 hours prior to the bid opening date are not guaranteed to be answered before the offer due date and time. Only official solicitation amendments issued by the State Procurement Office through ProcureAZ shall constitute a change to the solicitation requirements.

3. PREPARATION / SUBMISSION OF OFFER

- 3.1. **Required Documents.** Offerors shall include the following documents completed accurately, in the format provided and according to any instructions contained within the form. Offerors shall download all documents, complete and save to their computer, upload completed documents as part of their submitted offer in ProcureAZ. Failure to submit all documents below according to instructions may have a negative impact on the evaluated score or result in the offer being determined non-responsive and therefore not susceptible for award.
- 3.2. The contractor shall supply the appropriate documentation for the parts and materials used upon invoicing and before payment will be made.
 - Response Form I – Offer and Acceptance
 - Response Form II – Questionnaire
 - Response Form III – Organizational Profile
 - Response Form IV – Sub Contractors
 - Response Form V – Key Personnel
 - Response Form VI – Confidentiality and Trade Secrets
 - Response Form VII – Counties Served
- 3.3. **ProcureAZ.** Offers in response to this solicitation shall be submitted within the State's online eProcurement system, ProcureAZ (<https://procure.az.gov>). Please be advised that utilizing ProcureAZ requires a certain level of technical competency that should be considered when selecting staff to work in the system. The successful submission of your offer in ProcureAZ is critical in order for the State to receive and evaluate your offer. Therefore, particular focus should be placed on the selection of staff given the responsibility for submitting your offer in ProcureAZ. Offers shall be received before the due date and time listed in the solicitation's 'Bid Opening Date' field. Offers submitted outside the ProcureAZ system, or those that are received after the due date and time stated in the 'Bid Opening Date' field, shall be rejected. Questions in this regard shall be directed to the Procurement Officer or to the ProcureAZ Help Desk (procure@azdoa.gov or 602-542-7600) prior to the solicitation due date and time.



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- 3.4. **References and Experience Verification.** The Offeror agrees that by submitting an Offer, the State or its designated agent may contact any entities listed in the Offer or any entities known to have a previous business relationship with the Offeror for the purpose of obtaining references relative to past performance and verifying experience or other information submitted with the Offer. In addition, by submitting an Offer, the Offeror is agreeing to give permission to the entity to provide information and the Offeror will take whatever action is necessary to facilitate, encourage or authorize the release of information. If necessary, the Offeror shall sign a release to obtain information.

4. EVALUATION

- 4.1. In accordance with the Arizona Procurement code § 41-2534, Competitive Sealed Proposals, award(s) shall be made to the responsible offeror(s) whose offer is determined in writing to be the most advantageous to the State based upon the evaluation factors listed below. The evaluation factors are listed in their relative order of importance.

Exceptions to the Terms and Conditions, as stated in the Uniform Instructions Section 3.3, will impact an Offeror's susceptibility for award.

- Method of Approach
- Capacity of Offerer
- Cost

- 4.2. **Opening.** Offers received by the due date and time will be opened online and the name of each Offeror will be publically available. Proposals will not be subject to public inspection until after contract award.
- 4.3. **Clarifications.** Upon receipt and opening of proposals submitted in response to this solicitation, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford the Offerors the opportunity to alter or make a material change in its proposal.
- 4.4. **Negotiations.** As provided by A.A.C. R2-7-C314, negotiations may be conducted with Offerors determined to be reasonably susceptible for award. If negotiations are conducted pursuant to A.A.C. R2-7-C314, the State shall issue a written request for **Best and Final Proposals. Award may be made without negotiations, therefore, offers shall be submitted complete and on most favorable terms.**
- 4.5. **Responsibility, Responsiveness and Susceptibility**
- In accordance with A.R.S. 41-2534(G), A.A.C. R2-7-C311, A.A.C. R2-7-C312 and R2-7-C316, the State shall consider, at a minimum, the following criteria when determining Offeror's responsibility, as well, as the proposal's responsiveness and susceptibility for contract award.
- 4.5.1. Whether the Offeror has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;
- 4.5.2. Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;



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- 4.5.3. Whether the Offeror is legally qualified to contract with the State and the Offeror's financial, business, personnel, or other resources, including subcontractors;
- 4.5.4. Legally qualified includes if the vendor or if key personnel have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
- 4.5.5. Whether the Offeror promptly supplied all requested information concerning its responsibility;
- 4.5.6. Whether the Offer was sufficient to permit evaluation by the State, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, acknowledged Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the Solicitation;
- 4.5.7. Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation including its Amendments and all documents incorporated by reference;
- 4.5.8. Whether the Offer limits the rights of the State;
- 4.5.9. Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State necessary for successful Contract performance. The State shall be the sole determiner as to the reasonableness of a condition;
- 4.5.10. Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,
- 4.5.11. Whether the Offeror provides misleading or inaccurate information.
- 4.6. **Financial Stability.** The Offeror must be financially stable and able to substantiate the financial stability of its company. If requested, current financial statements or other financial information deemed appropriate documenting past sales history must be provided within five (5) business days of request. The State reserves the right to request additional documentation from the Offeror and to request reports on financial stability from independent financial rating services. The State reserves the right to reject any Offeror who does not demonstrate financial stability sufficient for the scope of this contract award.

5. AWARD

- 5.1. **Contract Document Consolidation.** At its sole option, following any contract award(s) the State may consolidate the resulting contract documents. Examples of such consolidation would include (i) reorganizing solicitation documents and those components of the Contractor's Offer not pertaining to the Contract's operations; (ii) revising the Statement of Work to incorporate the Contractor's response, (iii) revising any terms and conditions to incorporate any changes in the Contractor's Offer; (iv) excluding any components of the Contractor's Offer that were not awarded. Contract document consolidation shall not materially change the Contract.



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- 5.2. Contract Implementation Meetings: Upon award, the contractor may be required to participate in meetings for the successful implementation of the contract. Meetings (if any) will be at the discretion of the State. The contractor will be notified in advance of any meeting's time, frequency for future meetings (if any), and locations to ensure all appropriate State's and Contractor's staff and representatives attend. The State reserves the right to decline conference call attendance or participation.
- 5.3. Notice to Proceed. Contractors shall commence with the performance of the Contract upon receipt of a Notice to proceed issued by the Procurement Officer or other authorized representatives as set forth in the Contract Prior to receiving this notice. Contractors shall not commence any billable activities in the performance of the Contract.



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A. Definition of Terms

As used in these Instructions, the terms listed below are defined as follows:

1. *"Attachment"* means any item the Solicitation requires an Offeror to submit as part of the Offer.
2. *"Best and Final Offer"* means a revision to an Offer submitted after negotiations are completed that contains the Offeror's most favorable terms for price, service, and products to be delivered. Sometimes referred to as a Final Proposal Revision.
3. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer, any Clarifications, and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
4. *"Contract Amendment"* means a written document signed by the Procurement Officer issued for the purpose of making changes in the Contract.
5. *"Contractor"* means any person who has a Contract with a state governmental unit.
6. *"Day"* means calendar days unless otherwise specified.
7. *"eProcurement (Electronic Procurement)"* means conducting all or some of the procurement function over the Internet. Point, click, buy and ship Internet technology is replacing paper-based procurement and supply management business processes. Elements of eProcurement also include Invitation for Bids, Request for Proposals, and Request for Quotations.
8. *"Exhibit"* means any document or object labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
9. *"Offer"* means a response to a solicitation.
10. *"Offeror"* means a person who responds to a Solicitation.
11. *"Person"* means any corporation, business, individual, union, committee, club, or other organization or group of individuals.
12. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
13. *"Solicitation"* means an Invitation for Bids ("IFB"), a Request for Technical Offers, a Request for Proposals ("RFP"), a Request for Quotations ("RFQ"), or any other invitation or request issued by the purchasing agency to invite a person to submit an offer.
14. *"Solicitation Amendment"* means a change to the Solicitation issued by the Procurement Officer.
15. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
16. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.



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2. Inquiries

- 2.1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time.
- 2.2. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Procurement Officer.
- 2.3. Submission of Inquiries. All inquiries related to the Solicitation are required to be submitted in the State's eProcurement system. All responses to inquiries will be answered in the State's eProcurement system. Any inquiry related to the Solicitation should reference the appropriate solicitation page and paragraph number. Offerors are prohibited from contacting any State employee other than the Procurement Officer concerning the procurement while the solicitation and evaluation are in process.
- 2.4. Timeliness. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- 2.5. No Right to Rely on Verbal or Electronic Mail Responses. An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.
- 2.6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- 2.7. Pre-Offer Conference. If a pre-Offer conference has been scheduled under the Solicitation, the date, time and location shall appear in the State's eProcurement system. Offerors should raise any questions about the Solicitation at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a Solicitation Amendment.
- 2.8. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Procurement Officer. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation

- 3.1. Electronic Documents. The Solicitation is provided in an electronic format. Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State's eProcurement system. Any unidentified alteration or modification to any Solicitation, attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. Offeror's electronic files shall be submitted in a format acceptable to the State. Acceptable formats include .doc and .docx (Microsoft Word), .xls and .xlsx (Microsoft Excel), .ppt and .pptx (Microsoft PowerPoint) and .pdf (Adobe Acrobat). Offerors wishing to submit files in any other format shall submit an inquiry to the Procurement Officer.



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- 3.2. Evidence of Intent to be bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer in the State's eProcurement system and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as a signature, shall result in rejection of the Offer.
- 3.3. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in the State's eProcurement system in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
- 3.3.1. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
- 3.3.2. Request for Proposals. All exceptions that are contained in the Offer may negatively impact an Offeror's susceptibility for award. An Offer that takes exception to any material requirement of the solicitation may be rejected.
- 3.4. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 3.5. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
- 3.6. Federal Excise Tax. The State is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
- 3.7. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number as part of the offer.
- 3.7.1 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this Contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
- 3.8. Identification of Taxes in Offer. The State is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the Solicitation. When applicable, the tax rate and amount shall be identified on the price schedule.



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- 3.9. Disclosure. If the person submitting this Offer 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 Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall set forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- 3.10. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).
- 3.11. Federal Immigration and Nationality Act. By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Offeror shall have five days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the Offer not being considered for contract award.
- 3.12. Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the Offer.

4. Submission of Offer

- 4.1. Offer Submission, Due Date and Time. Offerors responding to a Solicitation must submit the Offer electronically through the State's eProcurement system. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of the State's eProcurement system or those that are received after the due date and time shall be rejected.
- 4.2. Offer and Acceptance. Offers shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed with a signature by the person authorized to sign the Offer, and shall be submitted in the State's eProcurement system with the Offer no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form may result in rejection of the Offer.
- 4.3. Solicitation Amendments. A Solicitation Amendment shall be acknowledged in the State's eProcurement system no later than the Offer due date and time. Failure to acknowledge a Solicitation Amendment may result in rejection of the Offer.
- 4.4. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.



Uniform Instructions to Offerors

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSP015-00004932

Description: Installation, Repair and Maintenance of Petroleum Storage Tank Systems

- 4.5. **Confidential Information.** If an Offeror believes that any portion of an Offer, protest, or correspondence contains a trade secret or other proprietary information, the Offeror shall clearly designate the trade secret and other proprietary information, using the term "confidential." An Offeror shall provide a statement detailing the reasons why the information should not be disclosed including the specific harm or prejudice that may arise upon disclosure. The Procurement Officer shall review all requests for confidentiality and provide a written determination. Until a written determination is made, a Procurement Officer shall not disclose information designated as confidential except to those individuals deemed to have a legitimate State interest. In the event the Procurement Officer denies the request for confidentiality, the Offeror may appeal the determination to the State Procurement Administrator within the time specified in the written determination. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information.
- 4.6. **Public Record.** All Offers submitted and opened are public records and must be retained by the State for six years. Offers shall be open and available to public inspection through the State's eProcurement system after Contract award, except for such Offers deemed to be confidential by the State.
- 4.7. **Non-collusion, Employment, and Services.** By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
- 4.7.1. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
- 4.7.2. The Offeror 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 that it complies with an applicable federal, state and local laws and executive orders regarding employment.

5. Evaluation

- 5.1. **Unit Price Prevails.** In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 5.2. **Taxes.** If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the Offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.
- 5.3. **Prompt Payment Discount.** Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the Offer for the purpose of evaluating that price.
- 5.4. **Late Offers.** An Offer submitted after the exact Offer due date and time shall be rejected.
- 5.5. **Disqualifications.** An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.
- 5.6. **Offer Acceptance Period.** An Offeror submitting an Offer under the Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.
- 5.7. **Waiver and Rejection Rights.** Notwithstanding any other provision of the Solicitation, the State reserves the right to:



Uniform Instructions to Offerors

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
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Description: Installation, Repair and Maintenance of Petroleum Storage Tank Systems

- 5.7.1 Waive any minor informality;
- 5.7.2 Reject any and all Offers or portions thereof; or
- 5.7.3 Cancel the Solicitation.

6. Award

- 6.1. Number of Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State.
- 6.2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- 6.3. Effective Date. The effective date of the Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7. Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of the Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the Procurement Officer makes the procurement file available for public inspection. A protest shall include:

- 7.1. The name, address, email address and telephone number of the interested party;
- 7.2. The signature of the interested party or its representative;
- 7.3. Identification of the purchasing agency and the Solicitation or Contract number;
- 7.4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 7.5. The form of relief requested.

8. Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.



Response Form II Questionnaire

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSP015-00004932

Description: Installation, Repair and Maintenance of Petroleum Storage Tank Systems

Vendor's Proposal must provide responses to the following requirements:

Experience and Technical Expertise understanding of the scope of work to be performed, approach to be taken and methods to be used to comply with the requirements of the RFP.

1. In addition to completing Response Form III, provide a short narrative of your organization, including an organizational chart, number of years providing work as described in the scope of work, and personnel to perform work under a resultant contract. (Capacity)
2. Please provide a response to your organization meeting the requirements as stated in section 3 of the scope of work demonstrating your understanding and how they will be met.
3. In addition to the information provided in the Experience / Reference Section of Response Form III, provide any additional information relating to the successful and reliable experience in the references provided. Please relate the work done to the scope of work requirements in this solicitation and describe any challenges that arose, and if the end user was satisfied and their needs met.
4. Describe your organizations familiarity with the regulations and laws mentioned in the Scope of Work.
5. In Addition to Response Form VII, please generally describe your organizations capability of performing work under this contract in the areas indicated and in a timely and acceptable manner. Capacity
6. Please provide the training that is provided to your employees that meet the training requirements as stated in the Scope of Work. Also include any training provided above and beyond what is required and but is relevant to the scope of work.
7. Provide copies of appropriate licenses as required by this contract Copies of the appropriate licenses. Refer to Section 3 contract requirements of the Scope of Work along with any other license or certification required by the scope of work. (Capacity)
8. In addition to completing Response Form IV, provide additional information regarding the role subcontractors will play in performing work under this contract including type of work, percentage of work, etc. Describe your selection process when entering into agreements with subcontractors.
9. Please provide a response to section 4 of the scope of work that demonstrates your knowledge of the work required under Maintenance and Repair and your organizations ability to perform the stated requirements.
10. Please provide a response to section 5, Installation and Repair, within the scope of work that demonstrates your knowledge of the work required for the installation and repair of the systems described.



Response Form II Questionnaire

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Solicitation No.: ADSP015-00004932

Description: Installation, Repair and Maintenance of Petroleum Storage Tank Systems

11. Please provide a response to section 6 of the scope of work, Repair Only that demonstrates your knowledge of the work required under this section and your organizations ability to perform the stated requirements and provide the requested services.
12. Please provide a response to section 7 of the scope of work, Stage II Vapor Recovery, which demonstrates your knowledge of the work required under this section and your organizations ability to perform and provide the requested services.
13. Include any additional data that may be useful to the State in evaluating the offeror's proposal, as well as additional options and/or variances for consideration. (Limit to 2 Pages)
14. Pricing Information

The Offeror shall provide the following hourly rates by completing the line items in Procure AZ.

- The fixed hourly rate for Laborer (Actual time on the job) includes all necessary labor, tools, and equipment necessary to perform the required repairs on the jobsite.
- The fixed hourly rate for Technician (Actual time on site) includes all necessary labor, tools, and equipment necessary to perform the required repairs on the jobsite.
- *The fixed hourly rate for Laborer (Travel time) includes the travel time allowed for the laborer to travel from portal to portal (office site to actual job site).*
- *The fixed hourly rate for Technician (Travel time) includes the travel time allowed for the technician to travel from portal to portal (office site to actual job site).*
- All parts will be invoiced on a "Pass Through" basis. "Pass Through" is defined as: The actual price of cost incurred for parts purchased from the supply vendors or manufacturers. The using agency will verify these prices before issuing payment to the vendor. Copies of the actual invoices from the supply vendor or manufacturers must be attached to the contractor's billing documentation. Needs to have eligible 10 % markup cost to the using agency?

Response Form II – Questionnaire

4. Eaton Sales & Service LLC has a good working relationship with regulatory agencies, their inspectors and office personnel such as: Arizona Department of Weights & Measures, Arizona Department of Environmental Quality, State Fire, EPA and local and state wide building and fire departments where we operate during the normal course of business.

We keep up to date on any upcoming or current changes to regulations regarding this industry via conferences, mailed information, emailed information and phone calls if any questions arise.

5 Eaton Sales & Service LLC has always strived to performing our work to the best of our ability in a timely manner and always keeping the customers requirements and goals in view at all times as long as they conform with regulations and safety requirements.

6 See attachment Response Form II.3

8 Specialized subcontractors may be used if it required. Examples below:

This may include electricians where something is required that is outside of what is covered by our contractors license.

A saw-cutting/demolition subcontractor that can perform the work in a less expensive or more timely manner.

A waste materials handler may be called in due to new regulations on quantities and types of hazardous waste that may be handled without obtaining special permits.

9 Eaton Sales & Service LLC has a parts warehouse available along with vans that carry inventory to complete normal service calls in a timely manner.

We are distributor for a variety of manufacturers and hold certifications as required to install and maintain these manufacturers equipment.

Dispensers, tanks (fiberglass, steel, etc. both UST's and AST's), piping (fiberglass, flex, steel, etc.), tank top hardware, fuel system monitoring equipment, fuel system management equipment, POS equipment, islands, etc.

Hazardous Waste would be determine d on a case by case basis due to new regulations regarding hauling and storage of such materials.

Eaton Sales & Service LLC will monitor facilities to make sure they meet all current regulations and requirements. We will make recommendations for bringing equipment up to code and provide written proposals for same and then perform the work upon acceptance by facility.

10 As listed in attachment Response Form II.3 we employ employee personnel with many years of experience and provide them with current training on equipment to be installed. They also hold licenses to perform this work.

11 Eaton Sales & Service employees have training and experience in servicing equipment as listed in 6.1

Eaton Sales & Service employees have training and experience in servicing equipment as listed in 6.2.

Eaton Sales & Service employees have experience in working with CNG including several school districts.

12. Eaton Sales & Service employees have experience in installation, testing and removal of Stage II vapor recovery equipment and hold license for same.

A pretest is performed and parts replaced as needed to prep the system for the Witness test.

Any fines assessed which are a direct results of Eaton Sales & Service workmanship shall be paid by Eaton Sales & Service LLC.

13 Eaton Sales & Service currently is under contract with various agencies to perform similar scope of work.

We pride ourselves in our ability to take care of our customers in an efficient, safe and timely manner.

14 Pricing Information

- . Laborer hourly rate \$57/hour
- . Technician hourly rate \$72/hour
- . Laborer hourly travel rate \$57/hour
- . Technician hourly travel rate \$57/hour
- . All parts to have a 20% mark up.
- . Manufacturers invoices can be submitted on request.



EIN 84-1482898

Eaton Sales & Service, LLC
SALES SERVICE INSTALLATION

QUALIFICATION DATA SHEET

Business Founded: 1919
Present Management Since: 2010

Incorporated In: Colorado

Corporate Management: Timothy J. Travis, CEO
Kirby Boutelle, COO
Brian Travis, President
Dorothy Martin, Vice President

PRODUCTS AND SERVICES

Serving the Petroleum, Automotive and Industrial fluid storage and handling industries:

Eaton Sales & Service, LLC provides turnkey solutions through Manufacturing, Distribution, Service and Installation. Whether combining or offering each capability separately, Eaton finds the most efficient and cost effective solution to your fluid handling needs.

MANUFACTURING

Eaton Sales & Service, LLC manufacturing division, is a steel plate fabricator. Eaton manufactures in various dimensions both underground and aboveground tanks. Our tanks are built to UL, Southwest Labs and STI specifications to meet current Federal and State regulations. We manufacture standard tank capacities from 500gallons to 50,000 gallons in horizontal, vertical and double wall configurations. Our tanks are used for a wide variety of purposes:

- • Chemical Storage
- • Blender Tanks
- • Gasoline's and Petroleum Storage
- • Pressure Vessels
- • Potable and Non-Potable Water Storage

In addition to our standard tanks, Eaton can design and fabricate tanks to fit special applications.

DISTRIBUTION

In order to provide turnkey solutions Eaton distributes products from only the best fluid handling, containing, monitoring and measurement manufacturers.

Eaton has a fully trained staff of experienced sales people to help you meet your needs with accurate estimates for your projects.

Here are a few of our major suppliers:

Dresser Wayne: Retail and commercial fuel dispensing equipment

Veeder Root: Liquid Measurement, monitoring and compliance equipment and services

Gasboy: Commercial fuel dispensing equipment

Verifone: Electronic Point of sales systems for retail applications

OPW: Valves, fittings, containment and piping products.

Rotary : Vehicle lifts

Red Jacket: submersible pumping systems

Graco: Automotive and industrial lubrication systems

SERVICE

Eaton Sales and Service prides itself on the cradle to grave philosophy.

Our Service departments are staffed only with state of the art trained service technicians, providing service for all distributed products, 24 / 7.

Eaton utilizes the latest in technology for managing their service departments, therefore providing our customers with quick response, repair and billing.

Eaton has nine offices throughout the Rocky Mountains in order to better meet our customer's needs. Currently our operations are located per the attached list.

INSTALLATION

Eaton's installation crews are factory and field trained people with years of experience. Our crews are experienced piping installers whether it's specified Flexible, Glass, steel welded, glued or threaded pipe.

Our installation crews are state licensed for underground fuel installations. For your environmentally sensitive jobs, we have crews with 40 hours OSHA certified training.

Eaton's installation crews are capable of new installations, remodels and removals.

Eaton has installation crews in each of the listed branches.

SAFETY

Eaton has a comprehensive safety program available through E-mail or CD.

Eaton considers safety Job 1. All employees participate through monthly and quarterly safety meetings, training sessions and a rigorous disciplinary policy for any non-compliance.

Our goal is zero accidents.

UNION OR NON-UNION SHOP

Installation / Service	Non Union
Fabrication Shop	Union

COMPANY DRUG POLICY

All new employees must pass a physical before they start work at Eaton Sales & Service. This physical includes alcohol and drug screening.

COMPANY QA / QC PROGRAM

- • Service install equipment per manufacturer recommended practices as well as to Federal, State and local regulations.
- • Each installer has installation manuals and checklists with him at all times to confirm.
- • Technicians and installers attend factory training to keep pace with current products development.

UNIQUE QUALIFICATIONS

- • Complete Engineering and Drafting Departments.
- • Multi Branch Locations – Provide excellent coverage of the Rocky Mountain Area.
- • Turn Key capabilities for all products we manufacture and distribute.
- • Special Fabrication Capabilities – Increases flexibility for storage and system design.
- • Quality Production, Installation and Service.
- • Experienced Sales Staff, Warehouse and Construction Personnel.
- • Factory -Trained Personnel.
- • Service Department utilizes a State-Of-The-Art reporting and dispatching computer service.
- • A Recognized Leader in the Sale and Service of Fluid Handling Equipment and Systems in the Rocky Mountain Region.

PARTIAL LIST OF PAST JOB EXPERIENCES

APS/Palo Verde
AT & T Communications
Adams County
Al Cohen Construction
Amoco Oil
Arapahoe County
Arapahoe National Park
Aurora Public Schools
Bell Plumbing and Heating
Boulder Valley Schools
Budget Car Rental/Tucson
Cherry Hills Village
Chevron
Circle K
City of Arvada
City of Aspen
City of Colorado Springs
City of Englewood
City of Greenwood Village
City of Loveland
City of Northglenn
City of Steamboat Springs
City of Thornton
City & County of Denver
Conoco Inc.
Convenience Plus
Coors
Colorado Department of Game & Fish
Crosslands Construction
Crown Hill Cemetery
Denver Rio Grande Railroad
Denver International Airport
 Alamo Car Rental
 Dollar Car Rental
 Thrifty Car Rental
 Resort Car Rental
 Enterprise Car Rental
Denver Public Schools
Discount Tire
Discovery Builders
Duran Oil
Farmcrest Convenience Stores
Frohlick Crane Service
Fry's Food & Drug Fuel Center
Hensel Phelps
Hewlett Packard
JR's Country Stores
Jefferson County Road & Bridge
Jefferson County Schools
Kum & Go
Lake Powell Recreation Area
Leprino Foods
Love's Travel Centers
Mini Mart Food Stores
National/Alamo Car Rental
National Park Service
Natkin
PCL Construction Company
Pendergast School District
Penrose Hospital
Phil Long Ford
Pilot Travel Centers
Public Service Company
Quiktrip Corp.
Safeway
Saint Mary's Hospitals
Santa Cruz School District
Shell Oil
Snowmass Village
South Down Mine
Southern Pacific Railroad
Southland Corporation
 (7-11 Stores)
State of Colorado
Stop & Save Food Stores
Texaco
Total Petroleum
Trautman & Shreve
Travel Centers of America
U. S. West Communications
U. S. Forest Service
U. S. Postal Service
Ultramar Diamond Shamrock
Union Carbide
Ute Mountain Indian Tribe
Vail & Associates
Wagner Equipment
Woody's Food Stores
Wright Valley Oil

Eaton Sales and Service Locations

Denver, Colorado
Division manager: Trig Travis
4803 York Street
Denver Colorado 80216
Phone # 303-296-4800

Grand Junction, Colorado
Division Manager: Dan Lacy
556 25 Road
Grand Junction, Colorado 81505
Phone # 970-245-0144

Colorado Springs, Colorado
Division Manager: Rand Ancell
610 East Brookside
Colorado Springs, Colorado 80906
Phone # 719-475-9440

Salt Lake City, Utah
Division Manager: Lonnie Reed
816 Gladiola Street
Salt Lake City, Utah 84104
Phone # 801-973-9055

Casper, Wyoming
Division Manager: Clay Winn
920 East C Street
Casper, Wyoming 82601
Phone # 307-234-4220

Phoenix, Arizona
Division Manager: Steve Turner
3420 West Whitton Avenue
Phoenix, AZ 85017
Phone # 602-415-3394

Albuquerque, New Mexico
Division Manager: Reggie Roberson
6717 Academy Parkway NE
Albuquerque, New Mexico
Phone # 505-345-4577

Windsor, Colorado
Division Manager: Ryan Orton
9277 Eastman Park Drive Unit A
Windsor, CO 80550
Phone # 970-686-9033

St. George, UT
Division Manager: Lonnie Reed (temp)
1472 South Sandhill Drive
Washington, UT 84780
Phone # 435-627-2501

Kirby Boutelle, President

kirbyb@eatonmetal.com

www.eatonsalesservice.com

Branch Offices

Trig Travis, Division Manager
Alan Dilley, Service Manager
Jeff Strauss, Construction Manager
4803 York Street
Denver CO 80216
303-296-4800
303-296-5749 FAX
trigt@eatonmetal.com
aland@eatonmetal.com

Clayton Winn, Division Manager
Brenda Booth, Service Manager
920 East "C" Street
Casper WY 82601
307-234-4222
307-577-1974 FAX
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dennisa@eatonmetal.com

Dan Lacy, Division Manager
Dwayne Lange, Service Manager
556 25 Road
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dwainel@eatonmetal.com

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Rand Ancell, Service Manager
610 East Brookside
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719-475-9440
719-475-8582 FAX
randa@eatonmetal.com
randa@eatonmetal.com

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Ken Fullmer, Service Manager
816 Gladiola St., Suite B
Salt Lake City UT 84104
801-973-9055
801-973-2110 FAX
lonnier@eatonmetal.com
kenf@eatonmetal.com

Steve Turner, Division Manager
Kathy Tindell, Service Manager
3420 West Whitton
Phoenix, AZ 85017
602-415-3394
623-415-3405 FAX
stevet@eatonmetal.com
kathyt@eatonmetal.com

Brian Travis (Temp), Division Manager
Karen Uplenger, Service Manager
6717 Academy Parkway NE
Albuquerque NM 87109
505-345-4577
505-345-8117 FAX
briant@eatonmetal.com
stanp@eatonmetal.com

Lonnie Reed (Temp), Division Manager
Ken Fulmer, Service Manager
1472 South Sandhill Drive
Washington, UT 84780
435-627-2501
lonnyier@eatonmetal.com
kenf@eatonmetal.com

References:

National Car Rental (Steward Ventures)
1732 E. Car Rental Way
Phoenix, AZ 85034
Mike Rollins
(602) 683-4544
(602) 229-8076 - fax
mrollins@svirental.com

Sam's Club (Walmart)
Various Locations
702 SW 8th Street
Dept. 8981
Bentonville, AR 72716-0505
Kevin Allen
(479) 204-6131
(479) 277-7792 - fax
klallen@wal-mart.com

Pilot Travel Centers
Various Locations
5508 Lonas Road
Knoxville, TN 37909
Aaron Dickenson (Construction)
Cheryl Fiorita (Service)
(800) 562-6210
(865) 297-1381 - fax
fioritac@pilottravelcenters.com

Fry's Food & Drug (Division of Kroger Company)
Various Locations
PO Box 1043
Tolleson, AZ 85353
Dave Hill
(602)763-6063
dave.hill@frysfood.com

Woody's Food Stores
Various Locations
580 W. Wickenburg Way
Wickenburg, AZ 85390
Thom Long
(928)684-7868
(602) 256-6785 - fax
tlong@woodysent.com

3. CONTRACTOR REQUIREMENTS

3.1 We firmly believe in keeping all of our service technicians, testers and construction personnel up to date with all of their training in the latest methodologies and manufacturers requirements.

They are recertified as required by manufacturers and regulatory agencies.

Attached is a list of our personnel with their qualifications and experience listed.

3.2 Our employees are provided with vehicles that are stocked with service parts for our service technicians; repair parts for our testing technicians and construction materials for our construction employees.

They carry standard tools and any specialty tools that may be needed to perform their jobs in a safe and timely manner. If it is determined that they require a different type of tool, they have the authorization to purchase it and return to job at hand to complete.

3.3; 3.4 We hold RSA and RSR licenses with the Arizona Department of Weights & Measures for both Stage II Vapor Recovery and Metrology.

3.5; 3.6 Our employees hold ADEQ licenses required to perform their jobs for Installation/Retrofit and Decommissioning Testing Cathodic Protection. They also have certifications for ABC training required by ADEQ and have the ability to do "C" training for onsite personnel if necessary.

3.7 Eaton Sales & Service adheres to Federal Drug-Free Workplace and Arizona Administrative Code . We also have drug policies in place for our employees and perform random drug testing.

3.8 A detailed scope of work along with estimate of costs and schedule will be provided for anything outside of a regular service call. This includes any construction type repairs, installs, testing, etc.

Normal service calls would have the scope of work given to us at the time the service call was placed.

3.9 Normal business hours are Monday – Friday 7:30 AM – 4:30 PM. We do have a 24/7 on call service for emergencies.

The exception to this would be for Stage II vapor recovery testing. Arizona Department of Weights & Measures for a period of time during the year has only one test time

available of 6:00 am and we would need to have access to the site 1 hour prior to this to prepare for testing.

3.10 Detailed invoices will be submitted per contract pricing.

Any work outside of provided scope will not be performed until a detailed change order has been approved by both parties.

3.11 Operational training will be provided upon request.

3.12 All of our service vans and construction trucks are clearly marked with our company name and phone number.

Inspections of the vehicles and tools are performed prior to operation. Any issues are noted and tools are placed out of service and vehicles are taken in for service.

Vehicles have a regular maintenance schedule per company policy.

3.13 Suspension of Contract Work

3.13.1 We will adhere to requirements of work suspension due to adverse weather conditions.

3.13.2 We will comply with any request by the agency to suspend work due to impending weather conditions.

3.13.3 Any work being performed in an unsafe manner will be halted immediately and we request they be reported to our office.

3.13.4 We understand that any violation of the safety rules, regulation or practices may be considered grounds for termination of the contract.

7. Personnel

Steve Turner/Division Manager

- 30+ years in the petroleum industry
- 20 years division manager
- Trained sales petroleum equipment and fuels

Chuck Brockman/Sales

- 30+ years in the petroleum industry
- Trained in warehouse, parts, equipment, sales and installation
- Owned service business 10 years
- Sales and construction supervision 20 years
- ADW&M Metrology certified

Kathy Tindell/Service Manager – Construction Coordinator

- 30 years in petroleum industry
- Trained in inventory control, parts/equipment sales, billing, purchasing, accounting
- Service manager for 17 years and assistant manager for 10 years prior to that
- Set up, schedule, coordinate equipment orders, bill and close out construction for 22 years
- Manage service contracts for multiple customers

Loren Hodges/Construction Manager

- 21 years in the petroleum industry
- Trained in installation/removal of underground and above ground fuel systems including tanks, piping, hardware, islands, dispensers, etc....
- In field supervisor 16 years
- ADEQ certifications for Installation/Retrofit & Decommissioning

Josh Estep/Construction Field Supervisor

- 10 years in the petroleum industry
- Trained in installation/removal of underground and above ground fuel systems including tanks, piping, hardware, islands, dispensers, etc....
- In field supervisor 5 years
- ADEQ certifications for Installation/Retrofit & Decommissioning

Paul Percy/Construction

- 6 years in petroleum industry
- Trained in installation/removal of underground and above ground fuel systems including tanks, piping, hardware, islands, dispensers, etc....
- ADEQ certifications for Installation/Retrofit & Decommissioning

Adam Abrigo/Construction

- 2 years in petroleum industry
- Trained in installation/removal of underground and above ground fuel systems including tanks, piping, hardware, islands, dispensers, etc....

Rafael Flores/Construction

- 2 years in petroleum industry
- Trained in installation/removal of underground and above ground fuel systems including tanks, piping, hardware, islands, dispensers, etc.....

Mike Tindell/Service Technician

- 23 years in the petroleum industry
- Trained in installation of underground and above ground fuel systems including tanks, piping, hardware, islands, dispensers, etc....
- Certified in service of petroleum fuel and lubrication equipment including multiple dispenser manufacturers, POS systems, lubrication systems, fuel control and fuel management systems, etc....
- ABC certification with State of Arizona
- AZDW&M Metrology certified

Jim Berthiaume/Service Technician

- 16 years in petroleum industry
- Navy electronics background
- Certified in service of petroleum fuel and lubrication equipment including multiple dispenser manufacturers, POS systems, fuel management and fuel control systems, etc....
-

Larry Denning/Service Technician

- 17 years in petroleum industry
- Certified in service of petroleum fuel and lubrication equipment including multiple dispenser manufacturers, lubrication systems, fuel management and fuel control systems....
- ABC certification with State of Arizona
- ADW&M certifications for Stage II Vapor Recovery Testing
- ADW&M Metrology certified

Gary Swenson/Service Testing Technician

- 30+ years in petroleum industry
- ADEQ certifications for Cathodic Testing, Installation/Retrofit & Tightness Testing
- Certified in service and testing of petroleum fuel equipment and systems
- ABC certification with State of Arizona
- ADW&M Metrology certified

Pawel Strzeczowski/Service and Testing Technician

- 15+ years in the petroleum industry
- ADEQ certifications for Installation/Retrofit & Tightness Testing
- AZDW&M certifications for Stage II Vapor Recovery Testing
- AZDW&M Metrology certified
- ABC certification with State of Arizona

Kevin Price/Service Testing Technician

- 3 year in petroleum industry
- ADEQ certifications for Installation/Retrofit and Tightness Testing
- ABC certification with State of Arizona

Ron Repasz/Service Technician

- 6 months in petroleum industry outside of Military
- Certified in service of petroleum fuel equipment including dispensers, fuel management and fuel control systems
- Will be taking AZDW&M certification for Metrology in September
- ABC certification with State of Arizona
- Prior experience in this industry from the Military

8. Certifications

Following are a few of the manufacturers that our techs hold certifications for. We keep them up to date and certified for these and more:

- Dresser Wayne
- Gilbarco
- Gasboy
- Veeder Root
- Fuel Master
- Multiforce
- Incon
- OPW fuel management and piping systems
- Franklin Fueling (Multiple for this manufacturer)
- Pnuemercator
- Graco
- Xerxes
- NOV fiberglass piping system

9. References

We hold and manage multiple contracts including:

- State of Arizona
- City of Phoenix
- City of Phoenix Aviation
- City of Mesa

We do not provide our actual certification numbers but following are links that you can access to verify that we have certifications as listed. Also, I can provide you with manufacturer contacts that can confirm our certifications with the different manufacturers.

ADEQ

[http://www.azdeq.gov/function/forms/download/Service Provider Certification Listing June 2014.pdf](http://www.azdeq.gov/function/forms/download/Service%20Provider%20Certification%20Listing%20June%202014.pdf)

AZDW&M (Arizona Department of Weights & Measures)

http://ctutools.azdwm.gov/DWM/Reports/rsa_options.asp?ReportNum=39



Response Form III Organizational Profile

**State of Arizona
State Procurement Office**
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSPO15-00004932

Description: Installation, Repair and Maintenance of Petroleum Storage Tank Systems

Failure to fully address all questions may cause the bid to be determined non-responsive.

Part I – ORGANIZATIONAL PROFILE

Firm Name Eaton Sales & Service LLC						
Year Present Firm was Established 1919		Principal Business Address 3420 West Whitton Avenue Phoenix, AZ 85017				
Telephone Number 602-415-3394		Other/Former Names under which your Organization has operated Eaton Metal Products (Parent Company)				
CONTRACT REPRESENTATIVES TO CONTACT						
	Name	Title	Telephone Number	E-Mail Address		
1	Kathy Tindell	Service Manager	602-415-3394	kathyt@eatonmetal.com		
2	Steve Turner	Division Manager	602-415-3394	stevet@eatonmetal.com		
EXPERIENCE / REFERENCES						
Provide three (3) organizations for which your firm provided services of similar size and scope within the past 3 years. Please make sure all information is accurate and easily verifiable.						
1	Client Company City of Phoenix		Contact Jennifer Cambell		Begin Date 2010	End Date on going
	Address 2441 South 22nd Avenue		Phone Number 602-261-8086	Email Address jennifer.campbell@phoenix.gov		
	Services Provided Service, installation, repair, testing of fuel station equipment and fuel equipment systems.					
2	Client Company EGS/Emcor Gov't Services		Contact Jim Thomas		Begin Date 2013	End Date on going
	Address PO Box 517 - Abingdon, MD		Phone Number 520-206-0420	Email Address jthomas@emcor.net		
	Services Provided Testing/repair/installation/inspections of petroleum equipment and lubrication systems for US Customs and Border Patrol facilities - state wide.					
3	Client Company Sam's Club		Contact Jerry Biazio		Begin Date 2005	End Date on going
	Address 702 SW 8th St. - Bentonville, AK		Phone Number 479-204-8636	Email Address jerry.biazio@walmart.com		
	Services Provided Service, repair, installation, testing and inspections of fuel equipment systems.					



Response Form IV Sub Contractors

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSPO15-00004932

Description: Installation, Repair and Maintenance of Petroleum Storage Tank Systems

Offeror Name:

The Offeror shall indicate all sub consultants that the Offeror will use to perform any portion of this solicitation's Statement of Work.

- If the Offeror will not subcontract any portion of this solicitation's Statement of Work and will be performing this solicitation's Statement of Work entirely with its own employees, then Offeror shall clearly indicate this by checking **NO** in the section below.
- If any sub consultants will be used, the Offeror shall clearly indicate this by checking **YES** in the section below and follow the instructions contained in that paragraph for identifying all sub consultants.

NO The above Offeror will not subcontract any portion of performance of any resultant contract under this solicitation.

YES The above Offeror will use the subconsultant(s) listed below in performance of any resultant contract under this solicitation.

- The Offeror shall list below each subconsultant's name and contact information, the certifications required of them (if any), their small business status, the type of service to be provided, and the amount of time or effort (as a percent of total contract performance) that the subconsultant will perform in relation to total performance of this solicitation's requirements. Additional Pages may be used if necessary.
- The Offeror shall describe the quality assurance measures that the Offeror will use to monitor the subconsultant's performance.
- The State reserves the right to request any additional information deemed necessary about any proposed subconsultants.



Offeror's Signature

7/30/15

Date

SUBCONSULTANTS (If checked YES):

Please include all required information below or attach additional pages if necessary



**Response Form V
Key Personnel**

**State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007**

Solicitation No.: ADSP015-00004932

Description: Installation, Repair and Maintenance of Petroleum Storage Tank Systems

OFFEROR NAME:

Answer all questions thoroughly. This form shall be completed for all key personnel in the administration of any resultant contract under this solicitation. A separate resume shall be attached to this form.

Kathy Tindell

Employee Name

Current Information

Position Currently Held in Firm: **Service Manager/Construction Coordinator**

Years With Firm: **25 years**

Years in Current Position: **17**

Role Under this Contract: **Managing service/construction/prepping quarterly reports**

Years' Experience in Role Under This Contract:
17

Hours per Week of Employee's Time Dedicated to This Contract: **whatever's necessary based on need**

Will this candidate be assigned to work on this contract exclusively? If not, indicate the percentage of candidate's time that will be dedicated to this contract.

No exclusivity. As much time as needed based on service calls/quotes requested.

Identify the primary function(s) of the candidate in performing the services required by this solicitation.

Quarterly reports, dispatching service calls, prepping work for billing, coordination of construction projects and providing basic repair quotes as needed.

List the candidate's job related training and education.

Managed the expiring contract for last 5 years. Have managed multiple contracts with same scope for last 20 years.

Describe the candidate's experience in performing the services required by this contract.

30 years in industry - service/construction/parts/sales



**Response Form VI
Confidentiality and Trade Secrets**

**State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007**

Solicitation No.: ADSP015-00004932

Description: Installation, Repair and Maintenance of Petroleum Storage Tank Systems

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a solicitation response that is proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 (attached) that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of "trade secret" will be the same as that set out in A.A.C. R2-7-101(52).

This form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination as to whether any of the materials submitted as part of the solicitation response should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

All offerors must select one of the following:

My response does not contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

My response does contain trade secret information because it contains information that:

1. Is a formula, pattern, compilation, program, device, method, technique or process, AND
2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; AND
3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

Please note that failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(52) will become public in accordance with A.A.C. R2-7-C317. The State reserves the right to make its own determination of Proposer's trade secret materials through a written determination in accordance with A.A.C. R2-7-103.

If the State agrees with the proposer's designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

By submitting this response, proposer agrees that the entire offer, including confidential, trade secret and proprietary information may be shared with an evaluation committee and technical advisors during the evaluation process. Proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's withholding of information based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

Eaton Sales & Service LLC
Company Name

3420 W. Whithan
Address

Phoenix AZ 85017
City State Zip

Steve Turner
Signature of Person Authorized to Sign

Steve Turner
Printed Name

Division Manager
Title



**Response Form VI
Confidentiality and Trade Secrets**

**State of Arizona
State Procurement Office**
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSP015-00004932

Description: Installation, Repair and Maintenance of Petroleum Storage Tank Systems

R2-7-103. Confidential Information

- A. If a person wants to assert that a person's offer, specification, or protest contains a trade secret or other proprietary information, a person shall include with the submission a statement supporting this assertion. A person shall clearly designate any trade secret and other proprietary information, using the term "confidential". Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
- B. Until a final determination is made under subsection (C), an agency chief procurement officer shall not disclose information designated as confidential under subsection (A) except to those individuals deemed by an agency chief procurement officer to have a legitimate state interest.
- C. Upon receipt of a submission, an agency chief procurement officer shall make one of the following written determinations:
1. The designated information is confidential and the agency chief procurement officer shall not disclose the information except to those individuals deemed by the agency chief procurement officer to have a legitimate state interest;
 2. The designated information is not confidential; or
 3. Additional information is required before a final confidentiality determination can be made.
- D. If an agency chief procurement officer determines that information submitted is not confidential, a person who made the submission shall be notified in writing. The notice shall include a time period for requesting a review of the determination by the state procurement administrator.
- E. An agency chief procurement officer may release information designated as confidential under subsection (A) if:
1. A request for review is not received by the state procurement administrator within the time period specified in the notice; or
 2. The state procurement administrator, after review, makes a written determination that the designated information is not confidential.



ARIZONA DEPARTMENT OF REVENUE
LICENSE & REGISTRATION SECTION
1600 WEST MONROE
PHOENIX, ARIZONA 85007-2650

BOND EXEMPTION CERTIFICATE

Issued To: 1500042159000



20048589



ALL communications and reports MUST REFER to this LICENSE NO.



ESS INC
EATON SALES & SERVICE INC
3420 W WHITTON AVE
PHOENIX AZ 85017-4417

Finance Department
Tax Division



LICENSE NO: 05000853
Business Class Code(s): 15, 17, 29

City of Phoenix
PRIVILEGE (Sales) TAX LICENSE

The business or firm listed is hereby licensed to conduct business at the following location upon the condition that tax returns are filed and taxes remitted to the City of Phoenix as required under the provisions of Chapter 14 of the City Code.

Business Name/Address
EATON SALES & SERVICE LLC
5449 N 51ST AVE
GLENDALE AZ 85301-7007

This license expires on December 31st:

2015

BLK01101V03

IMPORTANT NOTICE

YOU MUST

- REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS [SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01]
- REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS [SEE A.R.S. § 32-1151(B)(1)]
- REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01]
- REPORT ANY CHANGE OF LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP IN SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY [SEE RULE R-4-9-110]

THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY



LICENSE EFFECTIVE THROUGH 12/31/2016
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
Eaton Sales and Services LLC

Eaton Sales and Services LLC
Eaton Sales and Services LLC
3420 W Whitton Ave
Phoenix, AZ 85017-4417

CONTRACTORS LICENSE NO 293002 CLASS CR-5
RESIDENTIAL AND COMMERCIAL AS RESTRICTED BY THE
REGISTRAR
THIS CARD MUST BE
PRESENTED UPON DEMAND
DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

STATE OF ARIZONA



Office of the
CORPORATION COMMISSION

CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Jodi A. Jerich, Executive Director of the Arizona Corporation Commission, do hereby certify that

*****EATON SALES & SERVICE LLC*****

a foreign limited liability company organized under the laws of the jurisdiction of Colorado did obtain a Certificate of Registration in Arizona on the 29th day of July 2004.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said limited liability company has not had its Certificate of Registration revoked for failure to comply with the provisions of A.R.S. section 29-601 et seq., the Arizona Limited Liability Company Act; and that the said limited liability company has not filed a Certificate of Cancellation as of the date of this certificate.

This certificate relates only to the legal authority of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 12th Day of February, 2015, A. D.



Jodi A. Jerich
Jodi A. Jerich, Executive Director

By: _____ 1187264

Statistics and rules regarding licensure and certification can be viewed at www.azdwm.gov

DEPARTMENT OF WEIGHTS AND MEASURES
Phone: (602) 771-4920

DEVICE LICENSE
EATON SALES AND SERVICE LLC #
3420 W WHITTON AVE
PHOENIX, AZ 85017

EATON SALES AND SERVICE LLC
3420 W WHITTON AVE
PHOENIX, AZ 85017

BMF #: 14903

EXPIRES ON: 05/01/2016

RSA License	Number Of Devices	Fee Code
SM	1	051
VRI	10	052

THIS LICENSE MUST BE POSTED ON PREMISES IN A MANNER THAT PROVIDES THE DEPARTMENT ACCESS TO THE LICENSE DURING NORMAL BUSINESS HOURS.



**Response Form VII
Counties Serviced**

**State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007**

Solicitation No.: ADSPO15-00004932

Description: Installation, Repair and Maintenance of Petroleum Storage Tank Systems

PLEASE MARK THE COUNTIES THAT WILL BE SERVICED UNDER ANY RESULTANT CONTRACT - BY MARKING A SPECIFIC COUNTY IT IS UNDERSTOOD THAT ALL PSTS WITHIN THAT COUNTY SHALL BE SERVICED WHETHER SPECIFIED OR NOT

IF SERVICING ALL AREAS ON THIS LIST: PLEASE CHECK HERE XX

APACHE COUNTY		COCONINO COUNTY		MOHAVE COUNTY	
MARICOPA COUNTY		NAVAJO COUNTY		LA PAZ COUNTY	
PINAL COUNTY		GILA COUNTY		YAVAPAI COUNTY	
PIMA COUNTY		YUMA COUNTY		COCHISE COUNTY	
SANTA CRUZ COUNTY		GRAHAM COUNTY		GREENLEE COUNTY	

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
EATON SALES AND SERVICE, LLC**

EXHIBIT B
Scope of Work

PROJECT

Installation, repair and maintenance of petroleum storage tank systems for the Fleet Management Division of the Public Works Department.



Purpose and Scope of Work

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSPO15-00004932

Description: Installation, Repair and Maintenance of Petroleum Storage Tank Systems

1. PURPOSE AND BACKGROUND

The State of Arizona, its Agencies, Boards and Commissions (State) as well as Participating Members of the State Purchasing Cooperative (Cooperative), invites proposals from firms and individuals for Installation, Repair and Maintenance of Petroleum Storage Tank Systems (PSTS's) services as described herein. The purpose of this solicitation is to conduct a competitive process, in accordance with Arizona Revised Statutes (ARS) 41-2501 et seq., to create a contract(s) from which the State and its Cooperative Members (hereinafter referred to as Eligible Agencies) may acquire these products and services. This Request for Proposals (RFP) establishes the requirements for Proposal submission by interested suppliers

2. REGULATORY REQUIREMENTS

- 2.1. There are a number of PSTS's located throughout the State of Arizona which contain petroleum that include, but not limited to diesel, fuel oil, unleaded and oxygenated gasoline blends, and used oil. These are regulated as underground and above ground storage tank systems, under the Resource Conservation and Recovery Act (RCRA), CFR Title 40, and the Uniform Fire Code.
- 2.2. The PSTS are subject to multiple federal regulations concerning underground storage tanks (USTs) and used oil management regulations contained in 40 CFR Parts 279 thru 282. Depending on the size and location, some Aboveground Storage Tanks (ASTs) containing petroleum have to comply with the Clean Water Act (CWA) Section 311 Spill Prevention, Control, and Countermeasures (SPCC) rule, the Occupational Safety and Health Administration's Standard 1910.110 (Storage and Handling of Liquefied Petroleum Gases) and National Fire Protection Association (NFPA) code 58 requirements for safe operation of propane tanks
- 2.3. Cities and Counties also have regulations concerning these systems, including but not limited to air permits for dispensing gasoline.
- 2.4. The Contractor and all work performed under this contract must comply with the current Federal, State, and Local Regulations concerning the operation and maintenance of PSTSs.
- 2.5. It is the intent of the State to have contracts in place to provide coverage and reasonable response times to all areas of the State of Arizona to maintain the safe operation of PSTS at all times. See Response Form VIII Counties Serviced for a list of current locations that require coverage under this contract. This information shall not be considered an exhaustive list of areas to be covered under this contract.
- 2.6. Contractors and their employees must comply with OSHA construction (1926) and general duty (1910) requirements including hazard assessment and developing a Health and Safety Plan. In addition they will need to comply with any site specific safety requirements imposed by the Facility. In addition to the above requirements the minimum level of Personal Protective Equipment, (PPE), must include but not limited to: full length pants, safety glasses, and leather boots.

3. CONTRACTOR REQUIREMENTS

- 3.1. The Contractor must maintain the required certifications, qualifications, or registrations held, to work with, repair, maintain and Install tanks, dispensers, tanks system and all components of PSTS.



Purpose and Scope of Work

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSP015-00004932

Description: Installation, Repair and Maintenance of Petroleum Storage Tank Systems

- 3.2. Contractor must furnish all necessary labor, tools, equipment, and parts needed to perform the required services.
- 3.3. Contractor technicians must be licensed by the Arizona Department of Weights and Measures for Stage II Vapor Recovery Work including decommissioning.
- 3.4. Contractors must possess a valid Arizona Department of Weights and Measures, (ADWM), Registered Service Representative (RSR), License.
- 3.5. Contractor Technician or Onsite Supervisor must possess a valid Installation and Retrofit Certification issued by the Arizona Department of Environmental Quality, (ADEQ). The Eligible Agency may require certification above regulatory requirements.
- 3.6. Decommissioning a UST requires a Technician or Supervisor possessing a valid ADEQ Decommissioning certification be onsite during the tank removal.
- 3.7. Contractor and all Contractor employees must adhere to the Federal Drug-Free Workplace Act of 1998 41-USC§701 and Arizona Administrative Code R2-11-102 Alcoholic Beverages.
- 3.8. Contractor must provide a detailed proposed work plan detailing estimated work to be done for all requests from Eligible Agencies. This must be approved by a representative of the Eligible Agency prior to commencement of any work. Prior to beginning any work, the Contractor must provide the using agency an estimated work completion date in writing **within twelve (12) hours** after notification for each scheduled work assignment.
- 3.9. All work must be performed during daylight hours, Monday through Friday unless otherwise directed by the agency. No work shall be performed on weekends or State Holidays without prior approval from the agency.
- 3.10. The Contractor must submit to the Using Agency, after completion of work, an itemized statement of charges. These charges must conform to the contract and to the authorized and proposed work. Any deviations from the proposed work must be approved by the Using Agency prior to the submittal of charges. Unit Rates must conform to the pricing in the contract.
- 3.11. The Contractor must provide training to Eligible Agency personnel upon request regarding the use of any equipment and the handling of fuels or other materials contained by the systems.
- 3.12. The Contractor's vehicles and mobile equipment must be clearly marked with the company name and/or logo or the workers on site should have proper company identification. Equipment, machinery, component or system failures that affect the safe operation of any equipment must be corrected, prior to the Equipment arriving at the jobsite. Equipment must be inspected for safety prior to each use
- 3.13. Suspension of Contract Work
 - 3.13.1 The Contractor must suspend operations if weather conditions are such that work operations cannot be carried out in a safe and effective manner, or will pose an environmental hazard. If such suspension occurs, the Contractor must immediately notify the using agency.
 - 3.13.2 A using agency may suspend work operations at any time, when in their judgment, present or impending weather conditions are such that the work cannot be carried out in a safe and effective manner.



Purpose and Scope of Work

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSPO15-00004932

Description: Installation, Repair and Maintenance of Petroleum Storage Tank Systems

3.13.3 The using agency must immediately suspend operations when work performance is observed in violation of safety rules, regulations or practices.

3.13.4 Violation of safety rules, regulations or practices may be considered grounds for termination of the contract.

4. MAINTENANCE AND REPAIR

Maintenance and repair of the PSTS under this contract includes but is not limited to: maintenance and repair of tanks, tank liners pumps, all associated piping and appurtenances, dispensers including all hanging hardware, (hoses, nozzles, etc.), vent lines and vents, leak prevention, detection and monitoring, equipment, filters, and vapor recovery systems. Work under this contract also includes repair any apparent problems which may cause, or may have caused leaks in the system and maintain all parts of the PSTS in good working order. The following paragraphs further detail requirements for work under this contract.

- 4.2. Equipment and parts supplied by Contractor must be consistent with the type required to perform according to all requirements of the task as stated in the scope of work.
- 4.3. Contractor must comply with all warranty requirements for repairs to manufacturer and name brand equipment.
- 4.4. Contractors must be able to provide repair and maintenance of automated card lock systems and Automatic Tank Gauge Systems that are associated components of the PSTS.
- 4.5. Contractor must be able to repair to the above and below ground structures, not limited to: canopies, fuel islands, and structures located on the fuel island such as booths, ticket stands, card lock system(s) and pedestals.
- 4.6. Work under this section includes removing water from the PSTS and if necessary, filtering, cleaning, and treating the fuel stored to prevent or remove microbial contamination, algae, water and sediment problems.
- 4.7. Maintenance includes performing the required manufacturer and using agency requirements for all equipment associated with the PSTS, including preventive maintenance, as approved by the State, in accordance with manufacturer and regulatory requirements.
- 4.8. The contractor must have knowledge in the replacement or repair of fiberglass, single or double wall, steel and stainless steel, product lines, flex lines and repair of fiberglass reinforced plastic (FRP) tanks.
- 4.9. The Contractor must provide routine maintenance and testing per the manufacturers and regulatory requirements and agency's maintenance schedule. The using agency will issue all work assignments to which the contractor shall submit a cost estimate for providing these services based on material and labor rates specified in this contract.
- 4.10. The Contractor must provide maintenance and repair of the tank, the dispenser, product lines, leak (detection/prevention) devices, replacement or repair of the dispenser. All replacement components will be new, free of defects, and UL listed.
- 4.11. The contractor must report any spill, or confirmed or suspected leak discovered in the fuel system to the using Agency. In the case of spills over 25 gallons or spills that cannot be contained and cleaned up in a timely manner the Contractor must cease all work and immediately notify the using Agency contact. Notification shall be by telephone, fax, in person, or in writing. The Agency shall utilize the



Purpose and Scope of Work

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSPO15-00004932

Description: Installation, Repair and Maintenance of Petroleum Storage Tank Systems

services of any existing State contract for environmental site assessment and remediation of hazardous material or substances for any spills, as well as the existing State contract for investigation, planning, and clean-up activities for underground and above ground petroleum storage tanks and/or delivery systems which may pose a liability to the State.

- 4.12. The Contractor must properly dispose of all waste generated including PCS, solid waste, non-hazardous liquid waste, and hazardous waste. Contractor must be responsible for waste characterization and proper disposal of waste generated from install, maintenance and repair work, including, but not limited to excess excavated material, non-salvageable equipment and materials, tanks, sand, liquids, fuel, sludge, clean water or cleaning solutions used in cleaning the tank. Waste material must be transported and disposed of using transporters and disposal facilities which possess all required federal, state and local licenses or permits for those substances. The Contractor must submit manifests certifying destination, receipt, and disposal of demolition materials to the eligible agency.
- 4.13. Any investigation, assessment and remediation costs will be the responsibility of the Contractor, if it is determined that the PSTS failure, spill and/or leak is due to negligence or fault on the part of the Contractor in performance under this contract. Contractor will need to maintain Contractor Pollution Liability insurance as required in the Special Terms and Conditions of this contract.
- 4.14. As part of this contract, Contractor will be requested to make modifications and upgrades to existing PSTS required to comply with State, County, local Municipalities and Federal requirements such as all current CFR Title 40, Fire Marshal, or other Regulatory Agency requirements. This would include but is not limited to the installation of new equipment required to meet those requirements. These modifications and upgrades will be upon request of an eligible agency. The contractor must supply the appropriate documentation for the parts and materials used upon invoicing and before payment will be made.

5. INSTALLATION AND REPAIR

- 5.1 Underground Storage Tank System (UST). Installation and repair of USTs includes but is not limited to the following: Fuel dispensers and, pumps, automatic tank gauge system, (ATG), card lock systems, lighting, canopy, fuel island, asphalt and concrete repair, associated electrical work (including repair of all types of cathodic protection systems, grounding, and relevant components of the UST). All work performed regarding USTs must comply with Federal and State, County and Municipal code requirements.
- 5.2 Aboveground Storage Tank Systems (AST): The installation and repair of ASTs includes but is not limited to fuel dispensers and pumps, off-loading pumps, piping, vent lines and vents, ATG units, card lock systems, lighting, canopy repair, asphalt and concrete repair, containment structure, (including water removal), fuel island repair, associated electrical work, pressurized propane and CNG tank systems and relevant components of the AST. All work performed regarding ASTs must comply with Federal and State, County and Municipal code requirements.
- 5.3 Diesel Exhaust Fluid (DEF) Storage Tank and Dispensing Systems. Eligible Agencies may request the installation of DEF Systems on established fuel islands. The DEF system must tie into the existing card lock system. The Contractor must provide the specified DEF dispensing units, all necessary new components, and required labor to provide a fully functioning DEF system. Installation and Repair work of the DEF systems must be in accordance with Federal and State, County and Municipal code requirements.

6. REPAIR ONLY

The Contractor must provide the following repair services in addition to those associated with the Maintenance



Purpose and Scope of Work

State of Arizona
State Procurement Office
100 N 15th Ave., Suite 201
Phoenix, AZ 85007

Solicitation No.: ADSP015-00004932

Description: Installation, Repair and Maintenance of Petroleum Storage Tank Systems

or Installation of PSTS stated above including but not limited to the following:

- 6.1 PSTS General Service, but not limited to fiberglass, steel, flexible piping, fill lines, vent lines, electrical wiring and conduit, line leak detectors (i.e. Red Jacket), submersible pumps, overfill and spill prevention devices, automatic tank gauging equipment, cathodic protection devices, dispensers, leak detecting sensors (i.e. Veeder Root) and equipment, Stage I and II Vapor Recovery Systems, necessary signage, and manways or grade access to tank openings.
- 6.2. Generator Systems: This relates to the fuel components of the generator system not including the actual maintenance and repair of the generator motors themselves.
- 6.3. CNG - Compressed Natural Gas Fueling Systems: The contractor must be able to provide general service of all components of a CNG fueling system, excluding the vehicle. Work includes the general service and repair of compressor, dispenser, storage units, card readers, and automatic gate openers.

7. STAGE II VAPOR RECOVERY

- 7.1. All work performed on the Stage II Vapor Recovery system must be performed by an Arizona Department of Weights and Measures licensed technician, (RSR).
- 7.2 Contractor technician must follow all permit requirements for servicing the system.
- 7.3 The pre-test and the State witness test must be performed by the same licensed technician. If for any reason the pre-test does not pass, a written description of the part/s with a detailed price quote for repair must be submitted to the eligible agency as soon as possible. If for any reason the State witness test does not pass inspection and is due to the contractor's workmanship, the eligible agency will not be held liable for any expenses required to obtain compliance.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
EATON SALES AND SERVICE, LLC**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

The method of payment is provided in Section 3 of the Agreement. The amount of compensation is provided in the rate sheet and

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$45,000.00 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Installation, repair and maintenance of petroleum storage tank systems for the Fleet Management Division of the Public Works Department.

Print Sequence # 1.0, Item # 1: Labor Rate - Laborer Actual Time on The Job \$57.00 per hour 3PS - Sent

NIGP Code: 929-74

Tanks: Mobile, Portable, Stationary, Storage, etc., Maintenance and Repair (Includes Relining)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	HR - Hour	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
 Make: Packaging:
 Project No.:
 Building Code:
 Cost Code:
 Property Number:

Print Sequence # 2.0, Item # 2: Labor - Technician Actual Time of The Job \$72.00 per hour 3PS - Sent

NIGP Code: 929-74

Tanks: Mobile, Portable, Stationary, Storage, etc., Maintenance and Repair (Includes Relining)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	HR - Hour	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
 Make: Packaging:
 Project No.:
 Building Code:
 Cost Code:
 Property Number:

Print Sequence # 3.0, Item # 3: Labor - Laborer (Travel Time, Office Site to Jobsite) Using Nearest Office \$57.00 per hour 3PS - Sent

NIGP Code: 929-74

Tanks: Mobile, Portable, Stationary, Storage, etc., Maintenance and Repair (Includes Relining)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	HR - Hour	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
 Make: Packaging:
 Project No.:
 Building Code:
 Cost Code:
 Property Number:

Print Sequence # 4.0, Item # 4:

Labor - Technician (Travel Time, Office site to Jobsite) Using Nearest Office Site. \$57.00 per hour

3PS - Sent

NIGP Code: 929-74

Tanks: Mobile, Portable, Stationary, Storage, etc., Maintenance and Repair (Includes Relining)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	HR - Hour	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
 Make: Packaging:
 Project No.:
 Building Code:
 Cost Code:
 Property Number:

Print Sequence # 5.0, Item # 5: Parts / Shop Supplies

3PS - Sent

NIGP Code: 929-63

Oil Field Equipment Maintenance and Repair

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
 Make: Packaging:
 Project No.:
 Building Code:
 Cost Code:
 Property Number:

Print Sequence # 6.0, Item # 6: Labor

3PS - Sent

NIGP Code: 928-15

Automobile and Other Passenger Vehicles Maintenance and Repair (Not Otherwise Classified)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	HR - Hour	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
 Make: Packaging:
 Project No.:
 Building Code:
 Cost Code:
 Property Number:

Print Sequence # 7.0, Item # 7: Taxes

3PS - Sent

NIGP Code: 963-79

Surcharges and Taxes (To Include Fuel Surcharges and Taxes)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
 Make: Packaging:
 Project No.:
 Building Code:
 Cost Code:
 Property Number:

Print Sequence # 8.0, Item # 8: Freight

3PS - Sent

NIGP Code: 962-86

Transportation of Goods and Other Freight Services

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
 Make: Packaging:
 Project No.:
 Building Code:
 Cost Code:
 Property Number: