

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NORTH AMERICAN LUBRICANTS COMPANY**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of November 5, 2018, between the City of Avondale, an Arizona municipal corporation (the “City”), and North American Lubricants Company, a Delaware corporation (the “Vendor”).

RECITALS

A. After a competitive procurement process, Mohave Educational Services Cooperative, Inc. (“Mohave”) entered into Contract No. 18J-NAL-0813, dated August 13, 2018 (the “Mohave Contract”), for the Vendor to provide vehicle lubricants. A copy of the Mohave Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The City is permitted, pursuant to Section 25-24 of the City Code, to purchase such materials under the Mohave Contract, at its discretion and with the agreement of the awarded Vendor.

C. The City and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Mohave Contract and this Agreement, (ii) establishing the terms and conditions by which the Vendor may provide the City with vehicle lubricants, as more particularly set forth in Section 2 below on an “as-required” basis (the “Materials”) and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Vendor hereby agree as follows:

1. Term of Agreement.

1.1 Initial Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until August 12, 2019 (the “Initial Term”), unless terminated as otherwise provided in this Agreement or the Mohave Contract.

1.2 Renewal Terms. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a “Renewal Term”) if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the Mohave Contract has not expired, (iii) at least 30 days prior to the end of the then-current term of this Agreement, the Vendor requests, in

writing, to extend this Agreement for an additional one-year term and (iv) the City approves the additional one-year term in writing (including any price adjustments approved as part of the Mohave Contract), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Vendor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Vendor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, Vendor shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Purchase of Materials. This is an indefinite quantity and indefinite delivery Agreement for Materials under the terms and conditions of the Mohave Contract. The City does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Vendor shall provide the specific Materials to the City in such quantities and configurations as may be agreed upon between the parties, in the form of a written invoice, quote, materials order or other form of written agreement describing the Materials to be delivered (each, a "Materials Order"). Each Materials Order shall (i) contain a reference to this Agreement and the Mohave Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. A Materials Order submitted without referencing this Agreement and the Mohave Contract will be subject to rejection. Vendor acknowledges and agrees that a Materials Order containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than City's project-specific requirements, is hereby expressly declared void and shall be of no force and effect. Acceptance by the City of any Materials Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Mohave Contract or to exercise or delay the exercise of any right or remedy provided in this Agreement, the Mohave Contract shall not alter such terms and conditions or relieve the Vendor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If this Agreement is renewed pursuant to Subsection 1.2 above and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.

2.1 Inspection; Acceptance. Materials are subject to final inspection and acceptance by the City. Materials failing to conform to the requirements of this Agreement and/or the Mohave Contract will be held at the Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of non-conforming Materials, the City may elect to do any or either of the following by written notice to the Vendor:

(i) waive the non-conformance or (ii) bring the Materials into compliance and withhold the cost of same from any payments due to the Vendor.

2.2 Cancellation. The City reserves the right to cancel any Materials Order within a reasonable period of time after issuance. Should a Materials Order be canceled, the City agrees to reimburse the Vendor, but only for actual and documentable costs incurred by the Vendor due to and after issuance of the Materials Order. The City will not reimburse the Vendor for any costs incurred after receipt of the City notice of cancellation, or for lost profits, shipment of product prior to issuance of a Materials Order or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The City shall pay Vendor for the Initial Term and for each subsequent Renewal Term, if any, an annual amount not to exceed \$20,000.00 for the Materials at the unit rates set forth in the Mohave Contract. The maximum aggregate amount for this Agreement, including all Renewal Terms, shall not exceed \$100,000.00.

4. Payments. The City shall pay the Vendor monthly, based upon acceptance and delivery of Materials, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Mohave Contract and (ii) document and itemize all Materials delivered and accepted to date in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Mohave Contract will be subject to rejection and may be returned.

5. Israel. Vendor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a “boycott,” as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

6. Conflict of Interest. This Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

7. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

8. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City’s then current fiscal year. The City’s obligations under this Agreement are current expenses subject to the “budget law” and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City’s obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Vendor

informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Vendor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

9. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, any City-approved Materials Order, the Mohave Contract and invoices, the documents shall govern in the order listed herein.

10. Rights and Privileges. To the extent provided under the Mohave Contract, the City shall be afforded all of the rights and privileges afforded to Mohave and shall be "Mohave" (as defined in the Mohave Contract) for the purposes of the portions of the Mohave Contract that are incorporated herein by reference.

11. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 10 above, the City shall be afforded all of the insurance coverage and indemnifications afforded to Mohave to the extent provided under the Mohave Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to, the Vendor's obligation to provide the indemnification and insurance.

12. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Charles Montoya, City Manager

With copy to: GUST ROSENFELD P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire

If to Vendor: North American Lubricants Company
7337 East Doubletree Ranch Road
Scottsdale, Arizona 85258
Attn: Paul Pfauiser, Vice President

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all

required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles Montoya, City Manager

ATTEST:

City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2018, before me personally appeared Charles Montoya, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Vendor”

NORTH AMERICAN LUBRICANTS COMPANY,
a Delaware corporation

By: _____

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2018, before me personally appeared _____
_____, the _____ of NORTH AMERICAN
LUBRICANTS COMPANY, a Delaware corporation, whose identity was proven to me on the
basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that
he/she signed the above document on behalf of the corporation.

Notary Public

(Affix notary seal here)

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NORTH AMERICAN LUBRICANTS COMPANY

[Mohave Contract]

See following pages.



NOTIFICATION OF AWARD LETTER

August 9, 2018

Sent this day via email to ppfauser@nalube.com

Paul Pfäuser, Vice President
North American Lubricants
7337 E. Doubletree
Scottsdale, AZ 85258

Congratulations, North American Lubricants's response has been awarded a contract under IFB 18J-0619. Attached is a copy of the Mohave signed Bid and Acceptance Form. Important notes and action items regarding the award are listed on the following pages. **Some action items contain important deadlines noted in bold font. Be sure to meet the requests and/or requirements on or before the deadlines noted.**

Your organization is bound by the terms of this contract; **only items specifically requested in this solicitation and awarded in your response to this solicitation will be authorized/allowed.**

Advise your Mohave customers to make purchase orders out to North American Lubricants. In the event you receive a purchase order from a member that does not contain the "MESC REVIEWED" stamp, it should be faxed to (928-718-3232), or emailed (orders@mesc.org) to Mohave for review.

Do not perform any work or provide any products until you receive a "MESC Reviewed" purchase order.


We highly recommend having your staff review our vendor information pages at (<http://www.mesc.org/resources-brochures>) to learn more about working with Mohave. Especially helpful is the Vendor Handbook.

The procurement file for IFB 18J-0619 was made available for public inspection on August 9, 2018.

Please check all the entries on the contract record attached. You may make additions or revisions to the description (40 words or less), contact persons, etc. Email back any changes as soon as possible to michael@mesc.org.

Your contract number is 18J-NAL-0813 and will take effect on August 13, 2018.

If you have any questions regarding your new contract, please call me at (928) 718-3222. We look forward to working with you and your company in the future.



Michael S. Carter, CPPB
Contract Specialist I

Bid and Acceptance Form
(Place after Tab 1a)

IFB 18J-0619
Vehicle Lubricants

To Mohave Educational Services Cooperative, Inc.:

The undersigned hereby certifies understanding and compliance with the requirements in all terms, conditions, specifications and amendments. Bidder further agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the bid.

Federal Employer Identification Number 943409060

Company Name NORTH AMERICAN LUBRICANTS

Address 7337 E. DOUBLETREE RANCHO RD. City SCOTTSDALE State AZ Zip 85258

Telephone Number 480-624-5810

The *Bid and Acceptance Form* should be submitted with a signature of the person authorized to sign the bid. The person signing the bid shall initial erasures, interlineations, or other modifications in bid. Failure to sign the *Bid and Acceptance Form*, or to make other notations as indicated, may result in rejection of bid.

Authorized Signature _____

Printed Name PAUL PFAUSER

Title VICE PRESIDENT

Primary Email PPFAUSER@NALUBE.COM Alternate email ORDERS@NALUBE.COM

Note: The primary email address will be used for all communication from Mohave regarding your response to this solicitation. Provide an alternate email address that will be used only if the primary email address is not valid.

The contract vendor shall not commence any billable work or provide any material or service under this contract unless and until contract vendor receives a purchase order with Mohave's review noted.

Acceptance of Bid and Contract Award (Mohave Only)

Your Bid is Hereby Accepted:

As an awarded contract vendor, you are now bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments and any accepted written exceptions.

This contract shall be referred to as Contract Number 18J-NAL-0813

Awarded this 9th day of August 2018.

This contract shall be effective the 13th day of August 2018.

Anita S. McLemore

Anita S. McLemore, C.P.M., Executive Director
Mohave Educational Services Cooperative, Inc.



MOHAVE
COOPERATIVE

INVITATION FOR BID 18J-0619

Vehicle Lubricants

Pursuant to the provisions in the Arizona procurement rules and code, Mohave Educational Services Cooperative, Inc. seeks bids to establish contract(s) for Vehicle Lubricants.

Due Date and Time: June 19, 2018 at 3:00 p.m. (local Arizona time)

Pre-bid Conference: Thursday, May 31, 2018 at 10:00 a.m. (local Arizona time)
WebEx– Audio Only
For login information contact Michael S. Carter, CPPB
no later than Wednesday, May 30, 2018.

Last Day For Questions: Tuesday, June 12, 2018 at 5:00 p.m. (local Arizona time)

IFB Questions Must Be Directed To: Michael S. Carter, CPPB, Contract Specialist I
Email: contracts@mesc.org
Telephone: (928) 718-3222

To be considered, bids shall be delivered to Mohave Educational Services Cooperative, Inc. (Attn: Contracts Dept.), 625 East Beale Street, Kingman, AZ 86401 in a sealed envelope or package with IFB 18J-0619, bidder's name, mailing address, bid due date and time clearly indicated on the envelope or package. Bids must be in the actual possession of Mohave on, or prior to, the exact time and date indicated above. Bids shall be opened immediately following the bid due date and time, with the name of each bidder and pricing publicly read and recorded. Late bids shall not be considered. Kingman is considered a "rural" area by many express delivery carriers and thus, they do not guarantee priority (next day) delivery by a specific time. Prospective bidders are encouraged to keep this in mind when arranging delivery of their bids and are advised herein that late bids shall be handled as specified by Arizona procurement rules and code.

Bidders are strongly encouraged to carefully read the entire contents of this solicitation prior to submitting a bid. Failure to examine any of the requirements will be at the bidder's risk.

Mohave reserves the right to cancel this solicitation and/or reject all bids in whole, or in part, if Mohave determines that cancellation and/or rejection is advantageous to Mohave and/or its members.

Anita S. McLemore, C.P.M.
Executive Director
Mohave Educational Services Cooperative, Inc.

Publish Date: May 22, 2018

Template Rev. 18-6



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North American Lubricants

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4/5/18 EH

625 East Beale Street, Kingman, AZ 86401 Phone: (928) 753-6945 Fax: (928) 718-3232 mesc.org

Confidential/Proprietary Submittal Form
(Place after Tab 1a)

CONFIDENTIAL/PROPRIETARY SUBMITTALS

Confidential/Proprietary Submittals (mark one):

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

Confidential/proprietary materials have been included with this bid. Bidder shall identify below any portion of their bid deemed confidential or proprietary (see General Terms and Conditions 7. Confidential Information). The confidential/proprietary information identified below does not guarantee that disclosure will be prevented but that the item(s) will be subject to review by the bidder and Mohave prior to any public disclosure. Requests to deem the entire bid or pricing as confidential shall not be considered.

NORTH AMERICAN LUBRICANTS
Firm

Authorized Signature 

General Terms and Conditions
(Place after Tab 1c)

Some General Terms and Conditions specify placement of information in tabs other than Tab 1c as noted in the title above. Pay close attention to placement information (identified in bold text) as indicated in select General Terms and Conditions.

1. ADVERTISING

Bidder shall not advertise or publish information concerning this solicitation prior to an award being announced by Mohave. After award, contract vendor(s) may advertise the availability of products, materials, processes and services to members. Any promotional marketing materials using the Mohave logo shall be approved by a Mohave Contract Specialist in advance.

2. AVAILABILITY OF FUNDS

Member fund availability is unknown to Mohave at the time this solicitation was issued. Use of any contract awarded by Mohave will be conditioned upon the availability of member funds.

3. BID OPENING

Bids shall be opened immediately following the bid due date and time. Pricing will be publicly read and recorded in the presence of witnesses. All other information in the bids shall remain confidential until after award of contracts, with the exception of review by Mohave staff and selected evaluators.

4. CANCELLATION

4.1. Cancellation Process: The following requirements shall apply to all cancellation notices issued under an awarded contract:

- A written notice of cancellation shall be sent to the contract vendor and the effective date of cancellation shall be the date specified within the written notice of cancellation.
- Upon cancellation, all products, materials, processes and services paid for by the member, along with documents, data and reports prepared by contract vendor under the contract shall become the property of the member.
- Contract vendor shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for authorized work in progress, authorized work completed and materials accepted before the effective date of the cancellation.
- Cancellation shall have no effect on projects in progress prior to the effective date of the cancellation.
- Contract vendor is obligated to continue submitting monthly reconciliation reports and administrative fee payments until all purchases are complete and closed.

4.2. Cancellation for bankruptcy or acquisition: Mohave reserves the right to cancel, or suspend the use of, any contract if contract vendor files for bankruptcy protection, or if the original contract holder is sold and ownership is transferred to a new party.

4.3. Cancellation for conflict of interest: Mohave may cancel this contract pursuant to ARS §38-511 for conflict of interest. Conflict of interest occurs if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Mohave, 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 the contract, with respect to the subject matter of the contract. Members shall incur no penalty or further obligation if the contract is cancelled for conflict of interest.

4.4. Cancellation for convenience: Mohave reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when Mohave determines that action to be in the best interests of its members.

General Terms and Conditions
(Place after Tab 1c)

4.5. Cancellation for non-performance or contract vendor deficiency: Mohave may terminate any contract if members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. Mohave reserves the right to cancel the whole or any part of this contract due to failure by contract vendor to carry out any obligation, term or condition of the contract. Mohave may issue a written deficiency notice to contract vendor for acting or failing to act in any of the following:

- Failing to comply with the accepted terms and conditions of the contract;
- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving Mohave reason to believe that contract vendor will not or cannot perform the requirements of the contract
- Failing to provide required performance bonds;
- Performing work or providing products, materials, processes or services under the contract prior to receiving a Mohave reviewed member purchase order for such work.

Upon receipt of a written deficiency notice, contract vendor shall have ten (10) days to provide a satisfactory response to Mohave to adequately address all issues of concern. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this clause, all goods, materials and work paid for by the member, along with documents, data and reports prepared by contract vendor under the contract shall become the property of the member.

4.6. Cancellation for replacement: Mohave reserves the right to cancel a contract awarded under this solicitation, if a new solicitation has been issued and a contract has been awarded to the same contract vendor for similar products, materials, processes and services. Mohave may, at its option, either replace a contract resulting from this solicitation or delay a new award until the existing contract expires. The decision to delay or replace the contract rests solely with Mohave.

4.7. Contract vendor cancellation: Contract vendor may cancel this contract at any time upon thirty (30) days prior written notice to Mohave or at time of annual contract renewal. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by Mohave.

4.8. Continuation of performance: Contract vendor shall continue to perform in accordance with the requirements of the contract, up to the date of cancellation and as directed in the cancellation notice.

4.9. Gratuities: Mohave shall cancel this contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by contract vendor or any agent or representative of contract vendor, to any employee of Mohave or member with a view toward securing a contract or with respect to the performance of this contract. Officers, employees and agents are prohibited from soliciting or accepting gratuities, favors or anything of monetary value from contractors or parties of subcontractors under an awarded contract. Paying the expenses of normal business meals shall be in accordance with each member's policy regarding gratuities. Samples as requested in the solicitation and provided to Mohave for demonstration or evaluation are not considered gratuities.

5. CAPTIONS, HEADINGS AND ILLUSTRATIONS

The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of perusal only, and in no way define, limit or describe the scope or intent of the request.

General Terms and Conditions
(Place after Tab 1c)

6. CERTIFICATION

By signing the Bid and Acceptance Form (page 2 of the IFB), bidder certifies the following:

- Bidder has examined and understands the terms, conditions, scope of work, specifications and other documents in this solicitation.
- The submission of the bid did not involve collusion or other anticompetitive practices. Neither signatory nor any person on his behalf has connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.
- Bidder 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 bid.
- Neither bidder, nor any officer, director, partner, member or associate of bidder, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- Bidder agrees to comply fully with any and all provisions of ARS Title 32, Chapter 10 (Registrar of Contractors) that may regulate bidder's business.
- Bidder shall not discriminate against any employee, or applicant for employment, in violation of federal and state laws (see Federal Executive Order 11246; and ARS Title 41, Chapter 9, Article 4).
- Bidder is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.
- If awarded a contract, bidder agrees to promote, offer and sell under Mohave contract only those materials and/or services awarded to contract vendor by Mohave.
- If awarded a contract, bidder shall provide the equipment, commodities, and/or services to members of Mohave in accordance with the terms, conditions, scope of work, specifications, and other documents of this Invitation For Bid.
- If awarded a contract, bidder agrees that all staff and other individuals eligible to receive services shall have equal access to the services regardless of race, religion, color, sex, disability, age or national origin (including language minority individuals).
- Bidder and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other federal immigration laws and regulations, ARS §41-4401, and ARS §23-214, which requires compliance with current federal immigration laws by Arizona employers, Arizona contractors and Arizona subcontractors in accordance with the E-Verify employee eligibility verification program.
- Bidder shall comply with ARS §35-393.01 and certify that they are not currently engaged in, and agree that for the duration of the contract to not engage in, a boycott of Israel.
- If applicable to the products and services offered under this contract, Bidder shall comply with current applicable requirements of Health Insurance Portability and Accountability Act of 1996 (HIPPA), and accompanying regulations. Contract vendor agrees to work with the member in the course of performance so that the member and contract vendor are in compliance with HIPPA.

7. CONFIDENTIAL INFORMATION

7.1. Confidential information request: If bidder believes that its bid contains confidential trade secrets or other proprietary data not to be disclosed, a statement advising Mohave of this fact shall accompany the bid, and the information shall be so identified wherever it appears. Mohave shall review the statement and notify the bidder of their determination in writing whether the information shall be withheld or disclosed. Requests to deem the entire bid as confidential will not be considered.

7.2. Pricing: Mohave will not consider pricing to be confidential or proprietary.

7.3. Public record: All bids submitted in response to this solicitation shall become the property of Mohave. They will become a matter of public record available for review, subsequent to award notification, with the exception of information deemed confidential by Mohave.

General Terms and Conditions
(Place after Tab 1c)

8. CONFIRMATION

If an apparent mistake in a bid, relevant to the award determination is discovered after opening and before award, Mohave shall contact the bidder for written confirmation of the bid. If bidder fails to act, the bidder shall be considered non-responsive.

Mohave may contact a bidder to confirm our understanding of the bid. Such contact shall be prior to award. Mohave shall obtain written confirmation from the bidder and shall retain the confirmation in the procurement file. Correction of mistakes in a bid shall only be allowed as described in Arizona procurement rules and code.

9. CONTRACT MANAGEMENT

9.1. Applicable law: The contract shall be governed by the laws of the State of Arizona, and suits pertaining to the contract may be brought only in courts in the State of Arizona.

9.2. Application of law: The Arizona Procurement Code, the Arizona State Board of Education School District Procurement Rules, and the Uniform Commercial Code (UCC) as adopted by the State of Arizona, are part of this document as if fully set forth herein. Any provision or clause required by law, rule or regulation to be included in the contract will be read and enforced as if in the contract, whether or not physically included. If any such provision is not included, or is not correctly included, contract will be amended in writing to make such inclusion or correction upon application from either party to contract.

9.3. Arbitration: After exhausting applicable administrative review, the parties to this contract may agree to resolve disputes arising out of or relating to this contract through arbitration, to the extent allowed by law.

9.4. Assignment: Contract vendor shall assign no right or interest in this contract without prior written permission from Mohave. No delegation of any duty of contract vendor shall be made without prior written permission from Mohave. Mohave shall not unreasonably withhold approval and shall notify contract vendor of its decision within fifteen (15) days of receipt of written notice from contract vendor.

9.5. Contract claims or controversies: The requirements of the Arizona procurement rules and code shall govern any contract awarded as a result of this solicitation, as well as any contract claims or controversies associated with it.

Formal contract claims and controversies between a member and contract vendor shall be resolved in accordance with R7-2-1155 through R7-2-1159, or ARS, Title 41, Chapter 23, Article 9, as applicable. The member's authorized representative shall serve as the district representative for resolution of such claims and controversies. ARS, Title 41, Chapter 23, Article 9 and the rules promulgated under it, or R7-2-1155 through R7-2-1159, as applicable, provide the exclusive procedure for asserting a cause against the member under the contract.

9.6. Contract placed on hold: Mohave shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contract vendor to address issues in the written deficiency notice.

9.7. Modification of contract: An awarded contract may be modified for a variety of reasons. Contract modifications will be issued as deemed necessary by Mohave to address contractual issues that may arise.

9.8. Novation: If contract vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Mohave reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contract vendor.

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9.9. Order cycle overview:

One, or both, of the following order cycles will apply to an awarded contract. A sample reconciliation report will be provided to contract vendors who have been awarded a contract. Instructions for filling out the purchase order, or Pcard process, will be contained in that sample reconciliation report.

For Procurements made with purchase orders:

1. Member forwards purchase orders to Mohave that lists the contract number, along with a copy of detailed contract vendor quote. Vendor listed on the purchase order is contract vendor.
2. Mohave reviews and emails member order with "MESC Reviewed" stamp, to contract vendor and member.
3. Contract vendor provides product/services.
4. Contract vendor invoices member.
5. Member pays contract vendor.
6. Contract vendor sends monthly Reconciliation Report to Mohave.
7. Contract vendor remits administration fee monthly, based on invoices paid.
8. Mohave audits selected invoices.

For Procurements made with Pcards:

1. Member purchases directly from contract vendor using a Pcard and forwards a copy of detailed contract vendor quote to Mohave (if applicable).
2. Mohave reviews and emails contract vendor quote with "MESC Reviewed" stamp, to contract vendor and member (if applicable).
3. Contract vendor provides product/services.
4. Contract vendor invoices member (if not previously paid with Pcard).
5. Member pays contract vendor (if not previously paid with Pcard).
6. Contract vendor sends monthly Reconciliation Report and copy of detailed Pcard transaction, invoice or quotation to Mohave.
7. Contract vendor remits administration fee monthly, based on Pcard purchases paid.
8. Mohave audits selected Pcard purchases.

9.10. Overcharges by antitrust violations: Mohave maintains that overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, contract vendor assigns to member any and all claims for such overcharges as to the products, materials, processes or services used to fulfill the contract.

9.11. Relationship of the parties: Vendors receiving contracts under this solicitation are independent contractors. Any party to the contract shall not be deemed to be the employee of another party to the contract.

9.12. Severability: The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

9.13. Successful performance: The sections of the solicitation defining the scope of services, requirements, or qualifications are not to be construed as a complete listing that exempts successful bidder from reasonable services required to ensure successful performance under the contract.

9.14. Title: Purchase orders placed under this contract are on behalf of Mohave's members. As such, title to goods passes directly from contract vendor to member.

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10. COOPERATIVE PURCHASING

- 10.1. Cooperative purchasing:** This contract is based on the need for Mohave to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to members. Any bid that prohibits sales to specific types of members (e.g., state agencies or local government units) may not be considered. Sales without restriction to any members are preferred.
- 10.2. Cooperative purchasing agreements:** Cooperative Purchasing Agreements between Mohave and its members have been established under Arizona procurement rules and code for use of contracts.
- 10.3. Most favored customer relationship:** Nothing in this solicitation is intended to establish a most favored customer relationship between Mohave and contract vendor. Contract vendor may respond to any solicitation without regard to this contract. Bidder agrees all prices, terms, warranties, and benefits granted by bidder to members through this contract are comparable to or better than the equivalent terms offered by bidder to any present customer meeting the same qualifications or requirements. If contract vendor offers lower prices to any of its other customers, it may lower its prices to Mohave at the same time by written notice.
- 10.4. Eligible agencies:** Any contract awarded from this solicitation shall be available to all Mohave members. Members shall have a current signed Mohave Cooperative Purchase Agreement. Member is defined as a local or public procurement unit, or a governmental public entity that is a political subdivision for purposes of federal income tax, or a nonprofit educational or public health institution that is a political subdivision for purposes of federal income tax or meets the requirements of Section 115 of the Internal Revenue Code. Mohave has approximately 450 members including public school districts, community colleges, city and county governments and political subdivisions throughout Arizona. A list of members may be found on Mohave's website, www.mesc.org. Actual use of any contract shall be at the sole discretion of Mohave's members.

11. ESTIMATED QUANTITIES

Mohave anticipates considerable activity resulting from this solicitation. An estimate of purchases is provided in the Scope of Work (page 6) of the requested materials or services. However, no commitment of any kind is made concerning quantities to be acquired. Mohave does not guarantee usage. Usage depends on the actual needs of members and marketing by contract vendor.

12. EVALUATION and AWARD

- 12.1. Basis of award:** Award(s) will be made to the responsive and responsible bidder(s) whose bid(s) is (are) determined in writing to be the low responsive and responsible bid or bids. Mohave reserves the right to use model projects/market baskets to determine the ranking of bids. It is Mohave's intent to award a complete line of products, when possible and advantageous.
- 12.2. Exceptions/deviations to requirements:** All requested exceptions/deviations must be clearly explained. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.
- 12.3. Formation of contract:** A response to this solicitation is an offer to contract with Mohave based upon the terms, conditions, scope of work, specifications and amendment(s) contained in this bid. A bid does not become a contract unless and until Mohave accepts it. A contract is formed when a Mohave administrator signs the award document.
- 12.4. Effect of price:** No contract shall be awarded solely on the basis of price.
- 12.5. Market basket:** If bidder is providing an alternative product in the required Market Basket, bidder must provide specifications for those products. *White papers are not specifications and are not acceptable.*

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12.6. Multiple award: To assure that our contracts meet the requirements of all members, Mohave may award multiple contracts. Bidder should consider this fact in preparing their response. The decision to award multiple contracts, award a single contract, or make no award rests solely with Mohave.

A multiple award shall be made only if the procurement officer determines in writing that a multiple award is necessary and is advantageous to Mohave members. A multiple award shall be limited to the least number of contracts necessary to meet the requirements of the using agencies. Mohave shall make the sole determination of the least number of contracts required to meet the need. Mohave's basis for determining whether to award multiple contracts shall be based upon considerations for the large number of members, diverse types of members, location of members throughout Arizona and members' past usage of similar contracts.

Criteria for selecting vendors for multiple contracts shall be based upon considerations for members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contract vendor's ability to provide for our large, diverse membership, bonding capacity, Mohave's past experience with contracts for similar product/services, and/or other relevant criteria. Multiple contracts may also be awarded based on individual line items or groups of line items, incrementally, or by designated regions.

12.7. Non-exclusive contract: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Mohave's members. Mohave and its members reserve the right to obtain like goods and services from other sources.

12.8. Past performance information: Past Performance Information (PPI) is relevant information regarding a contract vendor's actions under previously awarded contracts to public agencies. It includes contract vendor's record of performance under such contracts including, but not limited to: conformance to the terms, conditions, specifications and scope of work of the contracts, responsiveness to, and correction of, contract claims and controversies, and satisfaction of the contracting entities. PPI shall be a factor in evaluation and award.

12.9. Price workbook: All bidders must complete the 18J Vehicle Lubricants workbook titled "**18j vehicle lubricants.xlsx**". Provide two (2) CDs, USBs, or similar electronic media devices with the completed workbook in your response. Paper copies of the workbook are required. Failure to complete and submit the 18J Vehicle Lubricants workbook shall render your bid nonresponsive. **Place after Tab 3a.** If awarded a contract, all future pricing updates shall be based on the electronic workbook, or similar approved format.

12.10. Pricing extension errors: In case of error in extension of prices in the bid, unit prices shall govern.

12.11. Responsible bidder: A responsible bidder is a firm or person who at the time of contract award has the capability to perform the contract requirements and the integrity and reliability that will assure good faith performance. Mohave shall determine a bidder to be responsible before awarding a contract to bidder.

12.12. Responsive bids: A responsive bid conforms in all respects to the material requirements of the solicitation. Bids must be responsive to receive award consideration. Mohave reserves the right to waive minor informalities.

13. FEDERAL and STATE REQUIREMENTS

13.1. Affordable Care Act requirements: Contract vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contract vendor shall bear sole responsibility for providing health care benefits for its employees who provide services to the member as required by state or federal law.

13.2. Audit rights: In accordance with applicable Arizona law, contract vendor's and subcontractor's books and records related to this contract may be audited at a reasonable time and place, for five years after completion of the contract.

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13.3. Clean Air Act, Clean Water Act and Environmental Protection Agency Regulations:

Contract vendor and its subcontractors shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act, section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations (7 CFR 3016.36 (i) (12)). This shall only apply to federally funded projects subject to the Clean Air Act, Clean Water Act and current applicable EPA regulations.

13.4. Compliance with federal and state requirements: Contract vendor agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act, the Copeland "Anti-Kickback" Act, the Housing and Urban Development Act of 1968, the Equal Opportunity Employment requirements as amended by Executive Order. In such projects, contract vendor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files.

In addition, to comply with the Copeland Act, contract vendor must submit weekly payroll records to the member. Contract vendor must keep records for three years and allow the federal grantor agency access to these records, upon demand. Contract vendor also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on any projects funded with federal grant monies, contract vendor agrees to comply with the administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal government contract provisions.

The forms listed below are incorporated by reference into this solicitation and any resultant contract.

- HUD-5369, Instructions to Bidders for Contracts, Public and Indian Housing Programs
- HUD-5369-A, Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs
- HUD-5369-B, Instructions to Offerors Non-Construction
- HUD-5369-C, Certifications and Representations of Offerors Non-Construction Contract
- HUD-5370, General Conditions of the Contract for Construction
- HUD-5370-C1, General Conditions for Non-Construction Contracts Section 1 (With or Without Maintenance Work)
- HUD-5370-C2, General Conditions for Non-Construction Contracts Section 1 (With Maintenance Work)

For federally funded projects only, the requirements of an applicable form shall supersede conflicting requirements in this solicitation. The forms may be accessed via HUDClips (<http://www.hud.gov>).

13.5. Compliance with workforce requirements: Pursuant to ARS §41-4401, contract vendor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS §23-214 subsection A, which states, "*...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.*" [To register for E-Verify, go to: <https://e-verify.uscis.gov/enroll/startpage.aspx>.]

Mohave reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Mohave and its members reserve the right to inspect the papers of any contract vendor or subcontract employee who works under this contract to ensure compliance with the warranty above.

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- 13.6. Contract vendor employee work eligibility:** By entering into the contract, contract vendor warrants compliance with ARS §41-4401, ARS §23-214, the Federal Immigration and Nationality Act (FINA), and all other current federal immigration laws and regulations. Mohave and/or Mohave members may request verification of compliance from any contract vendor or subcontractor performing work under this contract. Mohave and its members reserve the right to confirm compliance. Should Mohave or its members suspect or find that the contract vendor or any of its subcontractors are not in compliance, Mohave may pursue any and 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 contract vendor. All costs necessary for compliance are the responsibility of the contract vendor.
- 13.7. Davis-Bacon wage decisions:** For federally funded projects subject to the Davis-Bacon Act, the member shall specify the applicable Davis-Bacon wage decision, prior to the contract vendor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision. Davis-Bacon wage decisions may be accessed via www.wdol.gov or by requesting a copy from the member.
- 13.8. Energy Policy and Conservation Act:** Contract vendor and its subcontractors shall comply with mandatory standards and policies relating to energy efficiency (7 CFR 3016.36 (i) (13)). This shall only apply to federally funded projects subject to current applicable energy policies and the Energy Conservation Act.
- 13.9. Non-compliance:** All federally assisted contracts with members that exceed \$10,000 may be terminated by the federal grantee for noncompliance by contract vendor. In projects that are not federally funded, bidder must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.
- 13.10. Offshore performance of work prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the state shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition 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.
- 13.11. Procurement of recovered material:** Contract vendor and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as stated in 2 CFR 200.321.
- 13.12. Rights to inventions:** Rights to inventions made under a contract or agreement as specified under Appendix II to 2 CFR shall apply for federally funded projects.
- 13.13. Subcontracts:** Prime Contractor, if subcontracts are to be let, will allow all business to have an equal opportunity to sign up as a prospective bidder for work assigned under this contract.
- 13.14. Terrorism country divestments:** In accordance with ARS §35-392, Mohave and its members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contract vendor warrants compliance with the Export Administration Act.
- 13.15. Compliance to USDA solicitation requirements:**
- Bidder certifies that all pricing in their proposal has been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor certification regarding non-collusion.

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- Bidder agrees to comply fully with U.S. Department of Agriculture, the Arizona Department of Education, U. S. Accounting Office, or any of their duly authorized representative to allow access to any books, documents, papers, and records of the bidder, which are directly pertinent to the specific contract, for the purpose of audits, examinations, excerpts, and transcriptions. Additionally, the bidder shall provide all documents as necessary for the independent auditor to conduct the school food authority (SFA) single audit (if applicable). In the event of any unresolved audit findings, the records shall be retained beyond the five (5) year period for as long as required for resolution of these issues raised by the audit.
- Bidder agrees to comply with all mandatory standards and policies relating to energy efficiency as cited in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- Bidder shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60 3016.36(i)(3).
- Bidder shall comply with the following civil rights laws as amended: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination 7 CFR 210.23 (b); Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and the FNS Instruction 113-6; "Civil Rights Compliance and Enforcement in School Nutrition Programs".
- Bidder shall comply with the provisions of the Consumer Product Safety Act.
- Bidder shall disclose all discounts, rebates, allowances and incentives received by the bidder from its suppliers. If the bidder receives a discount, rebate, allowance, or incentive from any supplier, the bidder shall disclose and return to the SFA, (if applicable), the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the SFA. The bidder shall identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit according to 7 CFR 210.21(f)(1)(iv).
- Bidder shall agree no expenditure may be made from the nonprofit school food service account for any cost resulting from a procurement failing to meet the requirements of the requirements for prohibited expenditures or as required in 7 CFR §210.21 or 7 CFR §210.21(f)(2).
- If applicable, allowable costs will be paid from the nonprofit school food service account to the bidder net of all discounts, rebates and other applicable credits accruing to, or received by the contractor, or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA.

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14. FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other, nor be 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, including, but not limited to the following: acts of God (e.g. fire, flood, snow, earthquakes, tornadoes, violent winds, hail storms); acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; 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. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

15. INDEMNIFICATION

15.1. General indemnification: To the extent permitted by law, Mohave and its members shall be indemnified and held harmless by contract vendor for its vicarious liability as a result of entering into this contract. Each party to the contract is responsible for its own negligence. Contract vendor agrees to save and hold harmless Mohave and/or its members from any and all liability for loss or damage to persons or property arising out of the work required by the contract. Contract vendor further agrees to waive any right of recovery against Mohave and/or its members for damage to the property of contract vendor, whether caused by negligence on the part of Mohave and/or its members or otherwise. This provision includes specifically the waiver of right of recovery against Mohave and/or its members for damage to property under contract and not yet formally accepted by member even though said property at the time of loss may be occupied, in whole or in part, by member.

15.2. Modification by member: Contract vendor shall have no obligation with respect to any patent and copyright infringement claim based upon member's modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by contract vendor. However, one member's action will not preclude contract vendor's obligation to members who have not modified their equipment or software.

15.3. Patent and copyright indemnification: To the extent permitted by law, contract vendor shall indemnify and hold harmless Mohave and its members against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Mohave and its members of materials furnished or work performed under this contract. Mohave and its members shall reasonably notify contract vendor of any claim for which it may be liable under this paragraph.

16. LICENSES

A contract vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contract vendor. The contract vendor shall remain fully informed of and in compliance with all current ordinances and regulations pertaining to the lawful provision of services under the contract. Mohave reserves the right to stop work and/or cancel the contract of any contract vendor whose license(s) expire, lapse, are suspended or terminated. Contract vendor shall immediately notify Mohave of any expiration, lapse, suspension or termination of license(s).

17. BID ACCEPTANCE PERIOD/WITHDRAWAL

17.1. Late bids: Except as authorized by Arizona procurement rules and code, late bids shall not be considered. Bidder shall be responsible for all shipping costs when requesting the return of a late bid.

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17.2. Withdrawal of bid: A bidder may withdraw a bid in writing at any time before bid opening if the withdrawal is received before the bid due date and time at the location designated in the invitation for bids for receipt of bids. After the opening time and date, bids may not be withdrawn, except as allowed by Arizona procurement rules and code.

18. ORDER OF PRECEDENCE

In the event of a conflict in the provisions of the contract as accepted by Mohave, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Scope of work and specifications
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

19. ORDERING CYCLE

19.1. Acceptance of orders: This contract is for the sole use of Mohave and its members. All quotations provided to members must be based on prices in the contract and include the correct Mohave contract number. Contract vendor may only refuse a Mohave reviewed order under this contract after providing written documentation acceptable to Mohave describing the circumstances that warrant refusal. Improper documentation and/or frequent refusals may result in contract cancellation. Mohave may require the contract vendor to reject any purchase orders received from members based on this contract that may not comply with Mohave's rules, processes or standards.

19.2. Audit of contract activity: Mohave will audit some of the invoices related to this contract. The contract vendor agrees to provide all documentation necessary for Mohave to audit purchases made under contract, including invoices and credits issued to members, in a timely fashion.

19.3. Contract vendor contacts: Contract vendor agrees to assign only one contact person for each of the following: accounting, audit, contract administration, escalation, main member contact, open order/status report, and reconciliation. These contacts may be the same person, with the exception of the escalation contact. The name(s) of the contact persons will be provided to Mohave.

19.4. Open order and status reports: Mohave will send contract vendor open order and status reports on a periodic basis. Contract vendor agrees to reply to information requests in a timely fashion.

19.5. Orders in process: Member purchase orders dated on or before the contract cancellation and/or expiration date, will be processed and are considered valid until order fulfillment, or cancellation by the member. Any such order must be in the possession of Mohave within a reasonable amount of time. Acceptance of such orders shall be at the sole discretion of Mohave.

19.6. Purchase verification: It is the member's independent responsibility to verify that quotations and purchase orders comply with the terms of the award of a contract or procurement.

19.7. Quotations: Quotations with no end date are considered invalid after sixty (60) days from the issue date.

20. PAYMENT

20.1. Contacting member about payment: Contract vendor may contact member for payment for a product or service delivered to the member under the contract. Such contact shall be professional and courteous.

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20.2. Contract vendor invoice: All invoices shall list the applicable member purchase order number and Mohave contract number. Contract vendor will invoice members directly. All transactions are payable in U.S. currency only. Contract vendor shall invoice member after delivery of goods and/or services. Goods and services shall be invoiced at applicable contract prices, which include Mohave's 1% administration fee.

Mohave's administration fee is included in the invoice amount paid by the member. Contract vendor shall remit administration fee to Mohave monthly. Administration fee shall be calculated at .0099 of the subtotal amount. The Mohave administration fee shall not be calculated on ancillary charges (e.g. performance bonds, shipping, transaction privilege tax, transportation charges, mileage, lodging, meals and incidental expenses (M&IE), permits).

20.3. Contract vendor payment: Member shall issue payment to contract vendor after receipt of invoice.

20.4. Correct invoicing: Contract products may not be invoiced greater than the purchase order. If incorrect invoices are discovered, contract vendor must correct invoices resulting in excess charges, no matter the cause of the error. Any excess payment must be returned to member within the time allowed by law, in the form of a check or credit memo, as determined by the member.

If a member is invoiced at less than contract prices, contract vendor will invoice the member for the difference unless Mohave approves the undercharge.

If contract pricing in effect on the contract has gone down between the time of the order and the invoice date, contract vendor may invoice at the current contract price.

20.5. Credit hold: Contract vendor agrees to advise Mohave's Procurement Manager within five (5) days if member(s) are placed on credit hold.

20.6. Payment time: Payment terms are net thirty (30) days from receipt of contract vendor's invoice.

20.7. Prepayment: In accordance with the Uniform System of Financial Records and ARS §15-905(N), prepayments may be requested on items that normally require prepayment in order to be procured or to receive a discounted price. Items not meeting these prepayment specifications may be paid only after receipt of goods and services.

20.8. Progress payments: Members may make progress payments under the following conditions: 1) Member and contract vendor agree to the terms of the progress payments prior to issuing a purchase order; 2) the purchase order describes the amounts/percentages to be paid and the dates/frequency of payment; 3) member accepts responsibility for verifying the validity of each payment application; 4) payments are made only after goods and/or services are verified; and 5) any such payments are made in full compliance with member's local governing entity rules and any and all other applicable state rules and regulations.

20.9. Quick pay discounts: Quick pay discounts may be offered to members, provided they have received the materials or services, and that such discounts are available equally to all members. Mohave must approve such discounts in writing and before they are offered to members.

20.10. Reporting and payment of administration fees to Mohave: The contract vendor agrees to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid or Pcard transactions made in the previous month.

Purchases made with purchase orders: Items in the report must include member names, PO numbers, amounts, administration fees, invoice numbers, invoice dates and credit/return information for all invoices paid in the prior month.

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Purchases made with Pcards: The report must be identified as Pcard (or as a credit card) when submitted. Items in the report must include member names, notation that the purchase was made with a Pcard, date of transaction, job number designation, amounts, administration fees, invoice numbers (if applicable), invoice dates (if applicable) and credit/return information for all invoices paid in the prior month. An electronic copy (e.g. PDF) of the detailed Pcard sales receipt, invoice, or quotation shall be provided for review.

Payment and report are due as per a schedule agreed upon by Mohave and contract vendor. The initial due date shall be the 10th, 15th, 20th, 25th or 30th of the following month and will be specified in an award notification letter. If no invoices were paid under the contract in the previous month, the contract vendor will provide notice of no activity. A sample reconciliation report will be made available upon award of contract.

Make Mohave administration fees payable to Mohave Educational Services Coop., Inc. Payments shall be mailed to:
625 E. Beale St.
Kingman, AZ 86401

21. PREPARATION OF BID and BID FORMAT

- 21.1. Modification of bid:** A bidder may modify a bid in writing at any time before bid opening if the modification is received before the bid due date and time at the location designated in the invitation for bids for receipt of bids.
- 21.2. Bid forms:** The forms and format contained in the solicitation shall be used. Bidders may reproduce the forms and retype the information, but all of the required information must be presented in the tab order requested. Electronic or faxed bids shall not be considered.
- 21.3. Bidder responsibility:** Bidder shall examine the entire solicitation, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting bid. Failure to examine any requirements shall be at bidder's risk. Negligence in preparing a bid confers no right of withdrawal after due date and time.
- 21.4. Cost of bid preparation:** Mohave will not reimburse the cost of developing, presenting, or providing any response to this solicitation.

22. PRODUCT LINES

- 22.1. Current products:** Bids shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted.
- 22.2. Discontinued products:** If a product or model is discontinued by the manufacturer, contract vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 22.3. New products/services:** New products/services must be submitted and approved by Mohave, prior to being offered to member. Mohave may reject any additions without cause. New products and/or services that meet the scope of work may be added to the contract. Contract vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Mohave may require additions to be submitted with documentation from members demonstrating an interest in, or a potential requirement for, the new product or service.
- 22.4. Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

General Terms and Conditions
(Place after Tab 1c)

22.5. Product line: Bidders with a published catalog may submit the entire catalog. Mohave reserves the right to select products within the catalog for award without having to award all contents. Mohave may reject any addition of equipment options without cause.

23. PROSPECTIVE BIDDERS REGISTRATION

Any bidder submitting a perfunctory bid with no serious intent of being accepted may be removed from Mohave's prospective bidders list. Any vendor not responding to two (2) consecutive Invitations for Bid for similar procurements may be removed from the prospective bidders. A "no bid" response or request to remain on the list is sufficient to keep a vendor on the Prospective Bidders Registration.

24. PROTESTS

Protests shall be filed with Anita McLemore, C.P.M., the Executive Director (the District Representative), and shall be resolved in accordance with Arizona procurement rules and code, ARS, Title 41, Chapter 23, Article 9 and State Board Rules R7-2-1001 through R7-2-1196. *A protest must be in writing and must be filed with the Executive Director at 625 E. Beale Street, Kingman, Arizona, 86401.* Protests based upon alleged improprieties in a solicitation shall be filed before the due date and time for responses to the solicitation. The interested party shall file the protest within ten (10) days after Mohave makes the procurement file available for public inspection. A protest filed on the tenth day must be received by 5:00 p.m., local Arizona time. The interested party may file a written request for an extension. The written request shall be filed before the time limit specified above and shall set forth good cause as to the specific action or inaction of Mohave that resulted in the interested party being unable to file the protest before the time limit specified above.

A protest shall be in writing and shall include the following information:

- The name, address and telephone number of the interested party;
- The signature of the interested party or the interested party's representative;
- Identification of the solicitation by contract number;
- A detailed statement of the legal and factual grounds of protest including copies of any relevant documents;
- The form of relief requested.

Should Mohave prevail in an appeal of a decision issued by the Director of Mohave Operations, appellant waives any objection to the hearing officer awarding Mohave its reasonable attorneys fees and costs along with the costs for the hearing.

25. RIGHT TO ASSURANCE

Whenever one party to the contract has a good faith reason to question the other party's intent to perform, he may demand that the other party give written assurance of its intent to perform. If a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory breach of the contract.

26. SAFETY STANDARDS

Items supplied under the contract shall comply with current applicable Occupational Safety and Health Standards of the Arizona Industrial Commission, National Electric Code, and National Fire Protection Association Standards.

27. SHIPPING

27.1. Shipping terms/transfer of title: Shipments shall be F.O.B. destination. Title and risk of loss of material shall not pass to member until member receives the material at delivery point, unless otherwise provided in the solicitation.

27.2. Shipment under reservation: Contract vendor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

General Terms and Conditions
(Place after Tab 1c)

27.3. Shipping charges: Prices that include shipping to any location in Arizona, delivered to the specific receiving point identified in the purchase order, are preferred. If shipping is charged, it shall be that member is not charged more than the actual invoiced amount for shipping, and is prepaid by the contract vendor (PP&A). It is the member's responsibility to confirm shipping charges under the contract.

27.4. Shipping errors/risk of transportation: Shipping errors will be at contract vendor's expense. If contract vendor ships a product that was not ordered, contract vendor shall pay for return shipment at the convenience of member. All risk of transportation and all related charges shall be contract vendor's responsibility. Contract vendor shall file all claims for visible or concealed damage. Member will notify contract vendor promptly of any damaged goods and shall assist contract vendor in arranging for inspection.

28. SUSPENSION OR DEBARMENT STATUS

Bidder shall include a letter in its bid notifying Mohave of any debarment, suspension or other lawful action taken by any federal, state or local government within the last five years that precludes bidder or its employees from participating in any public procurement activity. Such letter shall provide name and address of the public procurement unit, effective date, duration, and relevant circumstances of the suspension or debarment. Failure to supply such letter or not disclose all pertinent information shall result in cancellation of any contract. **Letter shall be placed after Tab 1a.**

29. TAXES

29.1. Federal Excise Tax: Most members are exempt from paying Federal Excise Tax.

29.2. Payment of taxes: Member is responsible for payment of all taxes listed on the invoice. Contract vendor is responsible for collecting such taxes and shall forward all taxes to the proper revenue office. All applicable taxes must be listed as a separate item on all invoices and will be paid by member issuing the purchase order.

29.3. Property taxes: Arizona public agencies may not pay state property taxes. (Arizona Constitution, Article 9, Section 2).

29.4. Reservation or tribal tax: If goods or services are subject to reservation or tribal tax, contract vendor shall include such taxes as a separate item on the original invoice to the member.

29.5. Transaction Privilege Tax (Sales Tax): Members may be liable for Arizona Transaction Privilege Taxes, which may include state, county and city taxes. Contract vendor is responsible for charging taxes correctly.

30. TIME (DEFINITION OF)

Periods of time, stated as a number of days, shall be in calendar days, not business days.

**General Terms and Conditions
Acceptance Form
(Place after Tab 1c)**

Signature on Page 2 certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms:

- We take no exceptions/deviations to the General Terms and Conditions.

(Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)

- We take the following exceptions/deviations to the General Terms and Conditions. All exceptions/deviations shall be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the General Terms and Conditions. Provide details on your exceptions/deviations below:

(Note: All requested exceptions/deviations must be clearly explained. Reference the specific terms and conditions that you are taking exceptions/deviations to, detail any proposed substitute terms and conditions, and clearly demonstrate how Mohave and its membership will be better served by the substituted terms and conditions. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.)

Special Terms and Conditions
(Place after Tab 1d)

Some Special Terms and Conditions specify placement of information in tabs other than Tab 1d as noted in the title above. Pay close attention to placement information (identified in bold text) as indicated in select Special Terms and Conditions.

1. BIDDER QUALIFICATIONS

It is preferred that the bidder has extensive knowledge and at least three (3) years experience with the provision, and applications for the products offered. Mohave reserves the right to accept or reject newly-formed companies based solely on information provided in the bid and/or its own investigation of the company.

2. DELIVERY

2.1. Default in one installment to constitute total breach: Contract vendor shall deliver conforming materials in each installment or lot under this contract and may not substitute nonconforming materials. Mohave reserves the right to declare a breach of contract if contract vendor delivers nonconforming materials to any member under this contract.

2.2. Defective goods: Contract vendor agrees to arrange and pay for return shipment of goods that arrive in a defective or non-operable condition.

2.3. Delivery time: Failure to deliver any order within the time frame specified on the purchase order may result in cancellation of that purchase order.

2.4. Improper delivery: If the goods or tender of delivery fail in any respect to conform to this contract, member may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.

2.5. Restocking fees: A restocking fee may only be charged on products ordered and delivered to member's site. Restocking fees in excess of fifteen percent (15%) shall not be allowed. Contract vendor may waive restocking fees. Restocking and return shipping charges shall be identified in the price workbook.

3. FORM OF CONTRACT

3.1. Contract vendor contract documents: If a firm submitting a bid requires member to sign an additional agreement, a copy of the proposed agreement shall be included with the bid.

If awarded a contract, any additional contract vendor's documents shall not become part of Mohave's contract unless, and until, an authorized representative of Mohave reviews and approves them.

3.2. Form of contract: The form of contract for this solicitation shall be the Invitation For Bid, the awarded bid(s), and properly issued member purchase orders referencing the requirements of the Invitation For Bid.

3.3. Parol evidence: The contract represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

4. INSURANCE

4.1. Certificate: Evidence of the required insurance shall be provided with your bid by means of a current certificate of insurance with the coverage's as stated within the requirements below. Before any orders are processed under an awarded contract, contract vendor shall provide a certificate that names Mohave Educational Services Cooperative, Inc. as the certificate holder.

Certificate (or certificates if using multiple carriers) shall include, at a minimum, coverage for:

- General Liability
- Automobile liability
- Umbrella or Excess Liability
- Workers' Compensation

(Cont'd)

Special Terms and Conditions
(Place after Tab 1d)

In addition, contract vendor must be willing to provide, upon request, identical certificate of insurance to any member using this contract. Contract vendor must also be willing, upon request, to add any member as an additional insured entity. Any costs for adding a member as an additionally insured entity shall be clearly identified in submitted contract pricing. If no pricing is identified, adding a member as an additionally insured entity shall be provided at no additional cost.

Provide evidence of current insurance coverage after Tab 2c.

- 4.2. Deductibles:** Contract vendor shall pay the deductibles required by the insurance provided under this contract.
- 4.3. Liability insurance:** Prior to commencing services under this contract, contract vendor shall procure and maintain during the life of this agreement, comprehensive general liability insurance, to include automobile liability, providing limits of an aggregate amount of not less than \$2,000,000.
- 4.4. Scope of Insurance:** Contract vendor's insurance shall provide adequate protection for contract vendor against damage claims which may arise from operations under this contract, whether such operations are by the insured or by anyone directly or indirectly employed by the insured. All insurance must be written by companies incorporated within the United States (exclusive of Territories or Possessions) and licensed or authorized to do business in Arizona.
- 4.5. Subcontractor insurance:** Prior to commencing any work, any subcontractor shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime contractor. All subcontractors will provide workers' compensation insurance, which waives all subrogation rights against the prime contractor, member and Mohave.
- 4.6. Workers' compensation insurance:** Contract vendor shall also procure and maintain during the life of this agreement, workers' compensation insurance for all of contract vendor's employees engaged in work under the contract. All workers' compensation insurance will be in compliance with Arizona state statute and evidenced by a certificate of insurance.

5. MANUFACTURER SUPPORT

Bidders submitting bids as a manufacturer's representative must be able, if requested by Mohave, to supplement the bid with a letter from the manufacturer certifying that bidder is a bona fide dealer for the equipment offered, and that bidder is authorized to submit a bid on such equipment.

6. PRICING

- 6.1. Administration fee:** Mohave's 1% administration fee shall be included in bidder's contract price. Contract vendor shall not add the administration fee to approved contract prices. The value of trade-ins or rebates shall not affect the amount of administration fee paid to Mohave.
- 6.2. Application of pricing:** In Mohave's purchase order review process, the date of a valid contract vendor's quote or the date Mohave receives a member purchase order will generally be used to determine the contract pricing that is in effect for that order. The date Mohave receives a member purchase order will only be used to determine the contract pricing that is in effect for an order when a contract vendor's quote does not exist or is invalid. However, other factors may apply.
- 6.3. Basis for pricing:** Contract pricing under this IFB shall be based upon:
1. Percent of discount(s) off manufacturer's price list(s) or catalog(s);
 2. Firm fixed price with economic price adjustment.
 - Economic price adjustments are defined as an unexpected price increase for services, raw materials or that are outside the control of the bidder.
 - Any contingencies for economic price adjustments shall be identified in the bid.
 - Mohave shall make the sole determination whether contingencies for economic price adjustments identified in your bid are appropriate under an awarded contract; or
 3. A combination of the above.

(Cont'd)

Special Terms and Conditions
(Place after Tab 1d)

The price included in a catalog, price list, schedule or other form that:

- Is regularly maintained by a manufacturer, distributor or contractor;
- Is either published or otherwise available for inspection by customers; and/or
- States prices at which sales are currently or were last made to a significant number of buyers for the product, material, process or services.

Established catalog price is referred to as manufacturer's price list, price list, or catalogs throughout this solicitation.

- 6.4. Initial catalogs/price lists:** A copy of the latest edition of the price list or catalog to which discount shall be applied shall be included with bid. Include a copy of the latest edition of all applicable price lists or catalogs to which discount shall be applied with your bid. Submission of outdated price lists or catalogs may result in rejection of bid.
- 6.5. Fixed prices:** Fixed price bids shall include prices for any and all items. Fixed prices shall be firm until each anniversary date of the contract, unless there is an occurrence of allowed contingencies for economic price adjustment outlined in the bid. If allowed contingencies for price adjustment occur, contract vendor shall submit a fully documented request for price adjustment to Mohave. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of submittal and results from an increased cost to contract vendor that was out of contract vendor's control. Mohave shall review requests for fixed price adjustments to determine if the requested adjustments will be allowed. New fixed prices shall not apply until approved by Mohave. Price changes shall be a factor in contract renewal.
- 6.6. Combination pricing:** Bids for combination contracts shall clearly identify items covered by discount(s) and those with fixed prices. Prices for such contracts shall be adjusted as identified for the appropriate contract type above.
- 6.7. Decimal places:** Pricing shall use a maximum of three (3) decimal places, unless specified otherwise.
- 6.8. Discounts:** Submitted pricing shall clearly identify the percent of discount to apply to the price list. If multiple discounts apply, bidder shall clearly indicate the discounts and applicable materials or services. Bidder shall agree that there will be no reduction in discount(s) during the term of contract.
- 6.9. New catalogs/price lists:** New price lists, workbooks and/or catalogs may be submitted for review throughout the term of the contract. Mohave will review new price lists, workbooks and/or catalogs to determine if the new prices or an alternative option is in the members' best interests. New price lists, workbooks and/or catalogs shall apply to the contract only upon approval from Mohave. New price lists, workbooks and/or catalogs found to be non-competitive at any time during the contract shall be grounds for terminating the contract. Any new catalogs/price lists shall meet requirements as stated in **Basis for pricing**.
- 6.10. Percent of discount as fixed price:** Percent of discount bids that are not based upon published price lists or catalogs will be administered as fixed price contracts.
- 6.11. Price reduction and adjustment:** Price reduction may be offered at any time during a contract and shall become effective upon notice of acceptance from Mohave. Price reductions (e.g., quantity discounts, time sensitive offers, bundles) must apply to all Mohave orders of similar size and scope. Price reductions limited to a single member are not acceptable. Special time-limited reductions are permissible under the following conditions: 1) reduction is available to all members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a member. Mohave shall be the sole judge on the acceptance of price reductions under an awarded contract.

Special Terms and Conditions
(Place after Tab 1d)

7. SAMPLES

- 7.1. Sample evaluation:** Samples will be compared to bid specifications and evaluated as to materials used in construction, quality and workmanship, durability, adaptability to the use for which the items were intended, and overall appearance.
- 7.2. Sample requirements:** Samples may be required prior to awarding a contract. Bidder shall provide adequate samples and detailed specifications for any item offered. Samples must be submitted within ten (10) days of request from Mohave.
- 7.3. Sample submittals:** Samples shall be free of charge and submitted and removed by bidder at bidder's expense. Mohave shall not be held responsible for samples damaged or destroyed in examination or testing. Samples not removed within thirty (30) days after notice to bidder shall be considered abandoned, and Mohave shall have the right to dispose of them.

8. SITE REQUIREMENTS

- 8.1. Contract vendor employee fingerprinting:** Contract vendor and its employees or subcontractors working under an awarded contract who are required to provide services on a regular basis at an individual school, shall obtain and present a valid Department of Public Safety fingerprint clearance card in accordance with ARS §15-512(H). The fingerprint card shall be issued pursuant to Title 41, Chapter 12, Article 3.1. Charges for such fingerprint checks will be the responsibility of the contract vendor, subcontractor or individual employee as determined by the member.

An exception to this requirement may be authorized in member's Governing Board policy, for persons who, *"as part of the normal job duties of the persons, are not likely to have independent access to or unsupervised contact with pupils."*

Contract vendor and its employees or subcontractors shall not provide services on school district property until so authorized by the school district. Additionally, contract vendor shall comply with applicable governing board fingerprinting policy(ies) at the school district where services are provided.

- 8.2. Onsite Contract Vendor Responsibilities:** The contract vendor is responsible for ensuring that all onsite work performed under this contract meets or exceeds the current OSHA standards, and is responsible for ensuring safe work performance of employees and subcontract vendors.

Contract vendor and its employees or subcontractors shall report accidents and incidents immediately to the member's responsible staff or its administration. The contract vendor is responsible for providing and obtaining appropriate medical and emergency assistance and notifying fire and law enforcement agencies, when necessary. Except for rescue and emergency measures, the scene of the accident or incident shall not be disturbed, and the operation shall not resume until authorized by the member's responsible staff or administration. The contract vendor must assist and cooperate fully with the investigation of the accident/incident and ensure availability of all information, personnel and data pertinent to the investigation.

For preemptive purposes, contract vendor and its employees or subcontractors shall immediately report to the member's responsible staff or administration all areas of concern that could potentially lead to accident or injury.

- 8.3. Preparation:** Contract vendor shall not begin a project for which member has not prepared the site. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

- 8.4. Registered sex offender restrictions:** For work to be performed at an Arizona school, contract vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contract vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the member's discretion.

Special Terms and Conditions
(Place after Tab 1d)

8.5. Safety measures: Contract vendor shall take all reasonable precautions for safety on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contract vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to current Arizona law and standard practices to protect workers, general public, and existing structures from injury or damage.

8.6. Smoking: Persons working under the contract shall adhere to current local smoking policies.

8.7. Spill and cleanup support: It is required that each contract vendor shall have spill and cleanup support system available for members throughout Arizona, or the regions specified in their offer. If a third party is used to provide spill and cleanup work, bidder shall include details of any such arrangement in the bid. Trained and qualified technicians shall be available to cover all parts of the state, or specific regions within the state for regional offers. It is required that response services are available within 24 hours, or expedited on a case-by-case basis, as requested by the member.

8.8. Stored materials: Upon prior written agreement between the contract vendor and member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials shall be provided to member prior to payment. Such materials shall be stored and protected in a secure location, and be insured for their full value by the contract vendor against loss and damage. Contract vendor agrees to provide proof of coverage and/or addition of member as an additional insured upon member's request. Additionally, if stored offsite, the materials shall also be clearly identified as property of member and be separated from other materials. Member shall be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Payment for stored materials shall not constitute final acceptance of such materials. The contract vendor shall be responsible for the protection of all material and equipment, whether stored on or off site. Title for all work, materials and equipment shall pass to the member only upon final inspection and payment of remaining job costs.

9. SUBCONTRACTORS (Third Party's used for Spill and Cleanup)

9.1. Awarding subcontracts: Bidder agrees that any subcontract competitively solicited by contract vendor will not be awarded solely upon membership or non-membership in a union or professional association.

9.2. Entering subcontracts: Subcontracts shall incorporate by reference the terms and conditions of the Mohave contract.

9.3. Prime contractor: Contract vendor will be considered a prime contractor and not a subcontractor. Neither Mohave nor the member will establish a contractual relationship with subcontractors.

9.4. Subcontracts: No subcontracts shall be entered into with any unlicensed party. Contract vendor must use subcontractors openly, include such arrangements in the bid, and certify upon request that such use complies with the current applicable rules of the Arizona Registrar of Contractors and the Arizona procurement rules and code. No subcontracting costs may be hidden in a cost bid to member.

9.5. Subcontractor payment: Failure to pay subcontractor for work faithfully performed and properly invoiced may result in the suspension or cancellation of this contract.

9.6. Use of subcontractors: Subcontractor shall not employ anyone whose employment may be objected to by prime contractor, member or Mohave.

Special Terms and Conditions
(Place after Tab 1d)

10. TERM OF CONTRACT AND EXTENSION

10.1. Contract period: It is Mohave's intent to award a multi-term contract for the specified product, material, process, or services. The initial contract term shall be for one (1) calendar year from the effective date of contract award. By mutual written agreement between Mohave and contract vendor, the contract may be extended for up to four (4) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contract vendor is so notified by Mohave.

10.2. Contract extension: Conditions for contract extension may include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract. Mohave shall prepare a performance report for all contracts prior to issuing any extension. This performance report shall use past performance information gathered by your assigned Contract Specialist. Past performance information shall be used when determining whether a contract receives an extension.

10.3. Month-to-month extensions: Mohave reserves the right to offer month-to-month extensions, if that is determined to be in the best interests of members.

11. WARRANTY/QUALITY GUARANTEE

11.1. Fitness: Contract vendor warrants that any equipment or material supplied to Mohave or its members shall fully conform to all requirements of the contract, all representations of contract vendor, and shall be fit for all purposes and uses required by the contract.

11.2. Inspection: The warranties set forth in this section shall not be affected by inspection or testing of, or payment, for the product or materials to contract vendor by member.

11.3. Quality: Unless otherwise specified, contract vendor warrants that for a period of ninety (90) days after acceptance of the equipment or materials by member, they shall be:

- Of a quality to pass without objection in the industry or trade normally associated with them;
- Fit for the intended purpose(s) for which they are used;
- Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract;
- Adequately contained, packaged and marked as the contract may require; and
- Conform to the written promises or affirmations of fact made by contract vendor.

11.4. Warranty requirements: Contract vendor warrants that all products, materials, processes and services delivered under this contract shall conform to the specifications. Unless stated otherwise, all equipment shall carry a minimum ninety (90) day manufacturer's warranty that includes parts and labor. Contract vendor agrees to help member reach resolution in a dispute with the manufacturer over warranty terms. Any extended manufacturer's warranty shall be passed on to member without exception. Mohave reserves the right to cancel the contract if contract vendor charges member for a replacement part that the contract vendor received at no cost under a warranty.

11.5. Warranty work: The contract vendor shall perform all warranty work and remain available to the member should continued service be required after warranty obligations are met.

Special Terms and Conditions Acceptance Form
(Place after Tab 1d)

Signature on Page 2 certifies complete acceptance of the Special Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Special Terms and Conditions:

- We take no exceptions/deviations to the Special Terms and Conditions.**

(Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)

- We take the following exceptions/deviations to the Special Terms and Conditions. All exceptions/deviations shall be clearly explained. Reference the corresponding Special Terms and Conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the Special Terms and Conditions. Provide details on your exceptions/deviations below:**

(Note: All requested exceptions/deviations must be clearly explained. Reference the specific special terms and conditions that you are taking exceptions/deviations to, detail any proposed substitute special terms and conditions, and clearly demonstrate how Mohave and its membership will be better served by the substituted special terms and conditions. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.)

From: Paul Pfauiser ppfauiser@nalube.com
Subject: RE: Clarification for IFB 18J-0619
Date: July 11, 2018 at 8:14 AM
To: Michael Carter michael@mesc.org

IFB 18J-06
Clarification from
Vendor.

7/14/18
8/3/18
PP
m

Hi Michael,

Thank you for allowing me to address these,

1. Your bid included a deviation to 1.2.07: that stated your firm does not offer loaner equipment. Tab 4b also stated your firm does not loan equipment. However, the deviation found on the Scope of Work and Specifications Acceptance Form, Tab 1e stated North American Lubricants loans equipment due to length of the bid award.

Please clarify if your firm would offer loaned equipment under an awarded contract. NAL does not offer loaned equipment

2. Your response to the electronic workbook Summary Section Two: Fees, Deposits: did not include any drum/container deposit information.

Please clarify if any drum/container deposits would be required under an awarded contract. NAL does not charge drum deposits

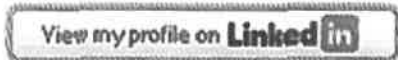
Let me know if you have other questions.

Thank you.

Check out our new website at www.nalube.com

Paul Pfauiser

Vice President | North American Lubricants
o: 480-624-5810 | c: 480-619-9053 | f: 480-624-5890
w: www.nalube.com | e: ppfauiser@nalube.com



Confidentiality Statement:

Any information contained in this message and/or attached is CONFIDENTIAL and is protected under the Privacy Act of 1974. It is intended for the use of the addressee(s) identified above. This material must be destroyed appropriately when its use is no longer required. If the reader of this message is not the intended recipient(s) or the employee or agent responsible for delivering the attached information to the intended recipient(s), please note that any dissemination, distribution or copying of this communication is strictly prohibited. Anyone who receives this communication in error should notify North American Lubricants immediately and return the original message to the address at the top of the cover sheet via U.S. Mail.

From: Michael Carter [mailto:michael@mesc.org]
Sent: Wednesday, July 11, 2018 7:57 AM
To: Paul Pfauiser <ppfauiser@nalube.com>
Subject: Clarification for IFB 18J-0619

Importance: High

Paul,

We found a couple of items in your bid response to IFB 18J-0619 that we would like to clarify:

1. Your bid included a deviation to 1.2.07: that stated your firm does not offer loaner equipment. Tab 4b also stated your firm does not loan equipment. However, the deviation found on the Scope of Work and Specifications Acceptance Form, Tab 1e stated North American Lubricants loans equipment due to length of the bid award.

Please clarify if your firm would offer loaned equipment under an awarded contract.

2. Your response to the electronic workbook Summary Section Two: Fees, Deposits: did not include any drum/container deposit information.

Please clarify if any drum/container deposits would be required under an awarded contract.

Thank you,

Michael S. Carter, CPPB
Contract Specialist I

During our summer schedule (5/14 - 8/31) I will be off on Monday. For immediate assistance, send your email to: contracts@mesc.org

Mohave Educational Services Cooperative, Inc.
625 E. Beale St.,
Kingman AZ 86401

928-718-3222 Phone
928-718-3232 Fax



From: Michael Carter michael@mesc.org
Subject: Clarification for IFB 18J-0619
Date: July 11, 2018 at 7:56 AM
To: Paul Pfauter ppfauter@nalube.com

IFB 18J-0619
Clarification to
Vendor
7/11/18
u

Paul,

We found a couple of items in your bid response to IFB 18J-0619 that we would like to clarify:

1. Your bid included a deviation to 1.2.07: that stated your firm does not offer loaner equipment. Tab 4b also stated your firm does not loan equipment. However, the deviation found on the Scope of Work and Specifications Acceptance Form, Tab 1e stated North American Lubricants loans equipment due to length of the bid award.

Please clarify if your firm would offer loaned equipment under an awarded contract.

2. Your response to the electronic workbook Summary Section Two: Fees, Deposits: did not include any drum/container deposit information.

Please clarify if any drum/container deposits would be required under an awarded contract.

Thank you,

Michael S. Carter, CPPB
Contract Specialist I

During our summer schedule (5/14 - 8/31) I will be off on Monday. For immediate assistance, send your email to: contracts@mesc.org

Mohave Educational Services Cooperative, Inc.
625 E. Beale St.,
Kingman AZ 86401

928-718-3222 Phone
928-718-3232 Fax



**Scope of Work
(Place after Tab 1e)**

1. DESCRIPTION

In order to gain economies of scale, Mohave is formally soliditing sources for vehicle lubricants as specified within this Invitation for Bid. These products are requested for Mohave's statewide membership of approximately 450 public agencies. However, other members may be added during the term of an awarded contract(s). A current list of all members can be found on Mohave's website at www.mesc.org. Contracts, in whole or in part, shall be awarded to bidder, or bidders, for an initial one (1) year term and four (4) potential one-year extensions.

The scope of work and specifications define the quality and characteristics of the desired materials and application. They are based upon specifications for known acceptable manufacturers, processes, materials and/or brands such as Castrol, Chevron, Kendall, Pennzoil, Shell, Smitty's, Texaco, and Valvoline. The specifications are not intended to be exclusive or to restrict competition. Bidders may offer alternate solutions, including alternate manufacturers, which meet the quality and performance characteristics in the specifications. Mohave shall review such bids and be the final judge on the acceptance of any alternate solutions.

Two contract vendors hold Mohave's current contracts for the specified products and services. Activity under the contracts from the effective date of July 1, 2013 including year to date activity (as of the publication date of this IFB) is \$3,013,475. This information is provided as an aid to bidders in preparing bids only. It is not to be considered a guarantee of volume under an awarded contract. The discount and pricing schedule shall apply regardless of the volume of business under the contract.

2. ESTIMATED TIMELINE OF EVENTS

Mohave has developed the following estimated timeline of events related to this formal solicitation. All dates are subject to change as required and at the sole discretion of Mohave.

EVENT	ESTIMATED DATE
Invitation for Bid Issued	May 22, 2018
Pre-bid Conference Held	May 31, 2018 10:00 a.m. (local AZ time) Teleconferenced Pre-bid conference will be held using <i>WebEx</i> telephone conferencing. Please contact Mohave for reservation details.
Deadline for Questions	June 12, 2018 at 5:00 p.m. (local AZ time)
Published IFB Due Date and Time	June 19, 2018 at 3:00 p.m. (local AZ time) 625 East Beale Street, Kingman, AZ 86401
Public Opening of Bids	June 19, 2018 at 3:00 p.m. (local AZ time) NOTE: Notification will be sent by email to all awardee(s) and non awardee(s) on or before this date.
Notice of Intent to Award (<i>estimated date only</i>)	July 16, 2018
Execution of Contract(s) (<i>estimated date only</i>)	July 23, 2018

Scope of Work
(Place after Tab 1e)

3. SUBMISSION OF BIDS

- 3.1.** Bids should provide straightforward, concise information that satisfies the requirements. Expensive bindings and/or color displays are not necessary. Emphasis should be placed on conformity to the specifications and terms and conditions, as well as the completeness and clarity of the submittal content.
- 3.2.** The bidder must submit a bid following information detailed in the *Instructions to Bidder and Checklist Form*.
- 3.3.** A bid submitted in response to this solicitation shall be valid and irrevocable for one hundred twenty (120) days after specified due date and time.

4. CONTRACT TYPE

The term contract shall be a percent of discount off manufacturer's price list or catalog, fixed price, or a combination of both with indefinite quantities.

5. AWARD CRITERIA

Award(s) shall be made to the lowest responsive and responsible bidder(s) whose bid(s) conform in all material respects to the requirements and evaluation criteria below:

- 1) Pricing Information:** Paper copy of summary section worksheets, two (2) electronic copies of the entire workbook, price schedules, additional requested price information, market basket pricing data (in paper and electronic format), pricing methodology, volume discount information, quick pay discount information, Pcard acceptance information, additional mandatory fees;
- 2) Bid and Acceptance, Terms and Conditions, Scope of Work and Specification Documents:** *Bid and Acceptance Form, Confidential/Proprietary Submittal Form*, amendments (if any), *General and Special Terms and Conditions Acceptance Forms*, *Scope of Work, Specifications with exceptions/deviations noted, Scope of Work and Specifications Acceptance Form, Anti-Lobbying Certificate Form* and *U.S. Department of Agriculture Form AD-1048*;
- 3) Primary Vendor Information:** Complete response to the Method of Approach and Qualification and Experience pages, references (past performance information), certificate of insurance, financial information;
- 4) Supporting Contract Documents:** Completed supporting contract documents, customer support and customer support for spill information, sample supplemental or end-user agreements;
- 5) Additional Information:** *Instructions to Bidder and Checklist Form*, descriptive literature, slicks and any other supporting printed data, complete manufacturer or API specifications.

References and definitions used for specifications: (acronyms used in the solicitation are noted in bold font below):

American Petroleum Institute (**API**): www.api.org

American Society for Testing and Materials (**ASTM**): www.astm.org

International Organization of Standardization (**ISO**): www.iso.org

U.S. Department of Transportation (**DOT**): www.transportation.gov

**Specifications
(Place after Tab 1e)**

SPECIFICATIONS

Purpose of specifications: Specifications are designed to enable bidder to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, part of a standard, or independent of a standard. No specification is intended to limit competition by eliminating items capable of satisfactorily meeting the requirements of the procurement. If bidder believes a specification is unnecessarily restrictive, bidder must notify Mohave prior to specified bid due date and time.

Partial bids: Mohave will consider partial bids for award of a contract.

Use of brand names: Brand names, trade names, model numbers, and/or catalog numbers may be used to describe the standard of quality, performance, and other characteristics needed to meet member requirements. Use of the name of a manufacturer, brand, make or catalog number is not intended to limit or restrict competition, nor does it restrict bidder from the submission of equivalent brands. However, Mohave reserves the right to decide whether alternatives are equivalent to the materials and equipment described in the solicitation. Mohave shall be the sole judge of equivalent quality, and Mohave's decision shall be final.

Compliance with specifications: Bidders shall offer products, materials, processes, or services they believe come closest to meeting specifications. The fact that a manufacturer, supplier or bidder chooses not to produce or provide product, material, process, or services to meet the specifications shall not be considered sufficient cause to adjudge the specifications as restrictive.

Deviations from specifications: Bidders will respond to each numbered specification by checking the appropriate "Comply" or "Deviate" box. "No Bid" items shall be marked as such in the appropriate "Deviate" box. Your exceptions/deviations must be clearly explained. Reference the specification that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly explain how the exceptions/deviations meet or exceed specifications. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final. Details for exceptions/deviations shall be listed by specification number on the *Scope of Work and Specifications Acceptance Form*.

Specifications		Comply	Deviate*
1.1	Product Specifications		
1.1.01	Contract vendor shall maintain a supply of lubricants able to service a diverse fleet of vehicles. Vehicle types shall include, but not be limited to: aircraft; all-terrain vehicles (ATV's); buses; heavy equipment; heavy, medium, and light-duty trucks; marine; motorcycles; passenger cars and vans.	✓	
1.1.02	Lubricants offered may include, but not be limited to: engine lubricants, transmission lubricants, grease (e.g. high temp, moly, white), differential lubricants, transfer case lubricants, chain drive lubricants, antifreeze coolants, oil additives, and hydraulic fluids.	✓	
1.1.03	Other vehicle fluids offered may include, but not be limited to: DEF, window washer fluids, brake fluids, solvents, brake and carburetor cleaners (spray and liquid), and additives.		✓
1.1.04	All products shall be approved per the current applicable equipment or vehicle manufacturer's recommendations for use under all load conditions common to normal fleet/vehicle operations.	✓	
1.1.05	All products shall be guaranteed against any adverse effect on the original factory engine warranty.	✓	
1.1.06	All products shall meet or exceed the equipment manufacturer's specifications for intended service, current applicable API, ASTM and ISO standards, and shall meet all the requirements for current manufacturer's warranties.	✓	

**Specifications
(Place after Tab 1e)**

1.2 Dispensing Equipment Specifications			
1.2.01	Dispensing and handling equipment shall include, but not be limited to: dispensing stations, mobile carts, drum cradles, drum level gauges, drum pumps, bucket pumps, grease pumps, drum trucks, portable drum lifter, drum dollies, and plastic drum grabbers.	✓	
1.2.02	Dispensing equipment shall include counters or meters to accurately measure dispensing material.	✓	
1.2.03	Counters or meters shall be digital or analog.	✓	
1.2.04	Preset metered dispensing handles shall include an automatic shut off when the preset amount of material has been dispensed.	✓	
1.2.05	Dispensing equipment shall be mobile or stationary. Mobile equipment shall include locking wheels.	✓	
1.2.06	Dispensing equipment pumps shall be air, motor, or mechanically driven.	✓	
1.2.07	<p>Contract vendor may provide member loaner dispensing equipment. Contract vendor shall provide member, at a minimum, the following written information for any loaned dispensing equipment:</p> <ul style="list-style-type: none"> • Contact information for any emergency service or maintenance required for the dispensing equipment. • Any scheduled routine maintenance to be performed by the contract vendor. • An opt-out clause at no charge to the member should any stated minimum order volumes not be met for the dispensing equipment. • Full set of operating instructions or operating manual. • Statement that contract vendor's liability insurance coverage shall include any damages caused to member or member property due to faulty equipment. <p>Information may be included on a member agreement for acceptance of loaner dispensing equipment, or as an addendum to any such agreement. Provide copies of any agreements or addendums after Tab 4b.</p>		<p>✓ See Clarification * email 7/14/19 (u)</p> <p>NAC DOES NOT LOAN EQUIPMENT</p>
1.3 Oil Analysis Specifications			
1.3.01	Oil analysis test kits shall include containers for shipping samples to laboratory.	✓	
1.3.02	Oil analysis testing shall be available for oils used in engines, transmissions, gearboxes, hydraulics, and other industrial applications.	✓	
1.4 Delivery and Packaging Requirements			
1.4.01	All drums and bulk shipping containers shall meet current applicable DOT requirements for transporting of petrochemical products.	✓	
1.4.02	All drums delivered shall be in satisfactory condition with minimal dents, rust, and be free of any contamination. Unsatisfactory drums shall be rejected upon delivery with replacement required within 24 hours at no additional charge to the member.	✓	
1.4.03	All drums shall include labeling that clearly identifies the contents. Labels shall communicate the risks of hazardous materials in transport and storage, as required by current applicable federal, state, and local laws.	✓	

**Specifications
(Place after Tab 1e)**

1.4.04 Contract vendor shall be required to pick up any number of empty drums upon delivery of orders. The member shall not be charged a drum deposit fee if delivery driver is unable to pick up the empty drums at the time of delivery of orders. When delivery is made by common carrier, the contract vendor shall be responsible for scheduling at a minimum of every four (4) weeks, and a final pickup of all empty drums within seven (7) days of expiration of an awarded contract.	✓	
1.4.05 Contract vendor shall notify member of delivery schedule to allow sufficient time for member to have empty drums ready for pick-up.	✓	
1.4.06 All pallets shall be non-deposit and returnable to the contract vendor with the pick-up of empty drums.	✓	
1.4.07 Contract vendor shall be capable of delivering product in bulk and drums.	✓	
1.4.08 Contract vendor shall be responsible for cleanup of all spills incurred during delivery and unloading at member's site, in accordance with federal, state, and local environmental laws and ordinances. Member shall be notified immediately of any spill occurring on member's site and/or property. Any cleanup required shall be coordinated with member. <i>Provide information for Customer Support, Spill and Cleanup after Tab 4c.</i>	✓	
1.4.09 Current Safety Data Sheets (SDS) shall be provided to member for each type of product at the time of delivery.	✓	

***Exceptions/deviations must be listed on the *Scope of Work and Specifications Acceptance Form*. List the specification number for each exception/deviation.**

Scope of Work and Specifications Acceptance Form
(Place after Tab 1e)

Signature on page 2 certifies complete acceptance of the Scope of Work and Specifications in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Scope of Work and Specifications:

- We take no exceptions/deviations to the Scope of Work and Specifications.**

(Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)

- We take the following exceptions/deviations to the Scope of Work and Specifications. All exceptions/deviations shall be clearly explained. Reference the corresponding Scope of Work or Specifications that you are taking exceptions/deviations to. Provide details on your exceptions/deviations below:**

(Note: All requested exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly explain how the exceptions/deviations meet or exceed Scope of Work and Specifications. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.)

North American Lubricants does offer lubricant dispensing equipment at discounted rate, but does loan equipment due to the length of the bid award. NAL also has Oil Analysis available at a nominal charge.

North American Lubricants also does not offer brake, washer DEF or associated cleaning fluids, sprays or additives.

**Anti-Lobbying Certification Form
(Place after Tab 1g)**

ANTI-LOBBYING CERTIFICATION

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007)

In accordance with the Federal Acquisition Regulation, 52.203-11:

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The bidder, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989—
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

NORTH AMERICAN LUBRICANTS
(Firm Name)


(Signature)

PAUL PFAUSER
(Print Name)

VICE PRESIDENT
(Print Title)

6/14/18
(Date Certified)

**U.S. Department of Agriculture Form AD-1048
(Place after Tab 1g)**

UNITED STATES DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two (IFB Page 14) Before Completing Certification)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NORTH AMERICAN LUBRICANTS
Organization Name PR/Award Number or Project Name

PAUL PFAUSER, VICE PRESIDENT
Name(s) and Title(s) of Authorized Representative(s)

 Date 6/14/18

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

U.S. Department of Agriculture Form AD-1048
(Place after Tab 1g)

Instructions for Certification (for Form AD-1048)

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 (IFB page 13) in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Primary Vendor Information – Method of Approach
(Place after Tab 2a)

Bidder shall respond to each item below. The information will be used to assist Mohave in evaluating the method of approach that a bidder would take regarding specific issues under an awarded contract. Do not use "boilerplate" answers. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your bid being considered nonresponsive.

1. Bidder shall provide a project plan that describes how the bidder intends to implement the plan. This information shall include, but not be limited to:
 - a. Account team structure (for a Mohave contract) and role which includes, but is not limited to description of sales contact process, account team support, and periodic account review processes;
 - b. Communication process with Mohave and its members;
 - c. Standard delivery time for products/services after receipt of purchase order;
 - d. Vendor staff training regarding contract (initial and ongoing);
 - e. Specific value-added services that may benefit members;
 - f. Indicate how you will ensure your sales staff does not sell products or services that are not on contract; and
 - g. Are there any limitations to the types of members that you will provide services to? If so, indicate what those limitations are.

2. Mohave is established to offer a cooperative purchasing program, which can be accomplished more efficiently and economically as a multi-entity operation.

Efficiency and economy can be established through reduced bidding effort for members and vendors, management of a single contract, fewer price schedules to maintain, fewer contact persons, and using Mohave as an extension of members' purchasing departments. Additionally, it is Mohave's assertion that a statewide contract available to approximately 450 public agencies results in economies of scale and lower prices than those received by bidding individual contracts, especially, but not limited to small member agencies.

Will a contract based upon your bid result in the efficiencies and economies described above?

Yes No

If no, what efficiencies and economies would members receive from a contract based on your bid?



MOHAVE COOPERATIVE-INVITATION FOR BID 18J-0619
Vehicle Lubricants

TAB 2a
Method of Approach

- 1) Account team structure (for a Mohave contract) and role which includes, but is not limited to description of sales contact process, account team support, and periodic account review processes;
 - a. NAL operates a very efficient organization structure which allows us to adapt quickly to meet the changing needs of our customers and to be innovative in providing new solutions. Customers are serviced through a National Account Managers which is supported by a team of inside customer service specialists, logistic coordinators as well as IT and manufacturing personnel.
 - b. These team members assist local distributors and Mohave member locations with product questions, orders and delivery confirmations on a daily basis. Your National Account Manager, also makes several visits every week to Mohave member locations to maximize product integrity, order management and assuring deliveries are meeting expectations. We
 - c. For the past 4 years, NAL has been earning the trust of Mohave members and has a strong understanding of their product requirements, receiving directions, personnel and ordering patterns. We know your members well and look forward to continuing that relationship.
- 2) Communication process with Mohave and its members;
 - a. Our relationship with your members have served well giving them a choice of communication alternatives. We accept orders and inquiries by phone, email or fax as well as online ordering. We answer our phones with a live person, no automated answering service or long menus to go through.
- 3) Standard delivery time for products/services after receipt of purchase order;
 - a. 3-5 business days
- 4) Vendor staff training regarding contract (initial and ongoing);
 - a. NAL has already completed training for several Mohave members over the years and stands ready and available to assist in providing future training and product knowledge sessions.
- 5) Specific value-added services that may benefit members;
 - a. Product knowledge to better identify proper applications usage where the wrong spec or more improved spec can benefit the member. Product consolidation where several products can be eliminated into one product to reduce costs and inventory. We have worked with several members in the past to upgrade their product specs to meet the newer fleet vehicles they are bringing on board to make sure they are covered under the new vehicle warranties.
- 6) Indicate how you will ensure your sales staff does not sell products or services that are not on contract;
 - a. In the past when this has been asked of us, we have worked with Mohave to add those products to the product list to ensure compliance.
- 7) Are there any limitations to the types of members that you will provide services to? If so, indicate what those limitations are.
 - a. We are not able to provide free delivery to remote areas with small orders. Members who are in remote areas and are looking for small case goods or single drums can usually served better and less expensively through local vendors.

Primary Vendor Information – Method of Approach
(Place after Tab 2a)

3. Indicate if your bid is regional or statewide: Regional _____ Statewide

If you are providing a regional or county specific bid, that bid shall cover all members within that region or county.

Regardless if your firm is providing statewide or regional/county services, complete the chart below to include the following:

- a. In the past three years, what percent of your Arizona business do you estimate was in each geographical area identified below?
- b. Indicate which area(s) of the state that you will provide services under an awarded contract.
- c. If you are awarded a contract with Mohave, which area(s) of the state will your sales force target?

Counties	a: Percentage of Business	b: Area(s) You Will Provide Services In	c: Area(s) Sales Force Will Target
Apache	0	✓	✓
Cochise	1	✓	✓
Coconino	2	✓	✓
Gila	2	✓	✓
Graham	2	✓	✓
Greenlee	0	✓	✓
La Paz	1	✓	✓
Maricopa	59	✓	✓
Mohave	1	✓	✓
Navajo	1	✓	✓
Pima	10	✓	✓
Pinal	15	✓	✓
Santa Cruz	0	✓	✓
Yavapai	5	✓	✓
Yuma	1	✓	✓

Primary Vendor Information – Qualifications and Experience
(Place after Tab 2b & 2d – As Noted Below)

Bidder shall respond to each item below. The information will be used to assist Mohave in evaluating the qualifications and experience of the bidder. Do not use "boilerplate" answers. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your bid being considered nonresponsive.

1. **Place after Tab 2b:** Prepare a summary of your firm, explaining the qualifications and experience necessary to provide the products in this solicitation as follows:
 - A short narrative description of what you are offering for this contract.
 - A *brief* history of your company that includes length of time in business, how long your company has provided the products/services you are bidding, and your firm's philosophy of doing business.
 - Provide written verification if bidder has recently purchased an established business or has proof of prior success in this business or a closely related business.
 - Provide information regarding your authorization to submit a bid for the specified products/services and confirm that you can provide the products/services if awarded a contract. Indicate if you are a bona fide dealer for the products in the bid, or if you are a manufacturer of the products in the bid.
2. **Place after Tab 2b:** Identify any past or pending litigation or mediation involving products or services your firm has provided within the last five (5) years.
3. **Place after Tab 2b:** Indicate if your firm would qualify as a small or minority owned business. To qualify for ownership as a minority owned business, at least 51% of the firm's ownership must be held by a person, or persons, of a particular group (e.g., Woman owned, Hispanic owned, Native American owned). Proof of ownership is evidenced by the transaction privilege tax license or business privilege license for sole proprietorship; business privilege license **and** written partnership agreement for partnerships; or the Articles of Incorporation, Corporate By-laws **and** stock certificates for corporations.

NOTE: Businesses have equal opportunity to sign up as a prospective bidder on Mohave's website. If small or minority owned businesses were signed up for a category selected for this solicitation, then they are included in the solicitation notification email list. The information on small and minority owned business are for informational purposes only and shall not be a factor in the evaluation. Mohave cannot ensure that affirmative steps have been used to assure small and minority owned businesses are awarded contracts, as funding sources of our members vary.

4. An online survey has been created to allow for the collection of reference information from Arizona public agencies where you have sold products in the past five (5) years, for specific products/services similar to this solicitation. Provide the following link to Arizona public agencies who can provide reference information for your firm: <https://www.surveymonkey.com/r/FPD7JSM>

The above survey is now active, and will remain active until the due date and time for this solicitation. It is recommended that you send this link to as many Arizona public agencies as you determine to be appropriate, in order to ensure that Mohave receives a minimum of three (3) completed surveys.

If you cannot provide the link to three (3) Arizona public agencies, provide the link to other public agencies not located in Arizona. If you cannot provide the link to public agencies, do so with private business entities.

5. **Place after Tab 2d:** Provide a current letter from your financial institution indicating the range of credit available to your firm, (e.g., "credit in the low nine figures" or "credit line exceeding five figures"). Provide a current letter from your financial institution and/or officers of major suppliers, indicating confidence in your firm's stability and payment history. *These letters will only be used to evaluate bids and will not be made available to the public.*

Bidders may submit current audited annual financial reports in lieu of letters from financial institutions. However, the annual financial reports must provide essentially the same information as requested from the letters. Bidders are encouraged to highlight the requested information in any audited annual financial report submitted in response to this solicitation. All financial information will be kept confidential.



**MOHAVE COOPERATIVE-INVITATION FOR BID 18J-0619
Vehicle Lubricants**

**Tab 2b
Qualifications & Experience**

NAL will provide product and delivery of vehicle lubricants to Mohave members across the state of Arizona.

North American Lubricants (NAL) was founded in 1999 by investors concerned with the multiple mergers and acquisitions that led to unprecedented increases in the petroleum industry. NAL was created to provide a dependable alternative, offering major brand premium quality at private label prices. We serve customers in 48 states through a national distribution network with manufacturing assets in the Eastern U.S., Midwest, Central Plains, Gulf Coast, and West Coast. NAL's management team has over a century of combined experience in the lubricant industry.

For over a decade, we have been one of the fastest growing lubricant brands in the U.S. Our corporate philosophy is simple; understand the current and future needs of the customers we serve, produce only the highest quality products, control marketing and overhead costs and pass on the benefits to customers nationwide.

NAL has been honored to serve the United States Postal Service for the past 5 years and we are extremely proud that the USPS fleet has operated more than 3 billion miles without lubricant failure using NAL products. Our staff works closely with our fleet customers in identifying opportunities to improve fuel economy, improve vehicle performance and reduce product inventories. NAL has raised and standardized product quality as well as reduced cost customers where higher priced advertised brands were previously being used.

It is important to note that changes in OEM lubricants specifications have resulted in new API license updated to SN PLUS. Please note that all North American Lubricants passenger car motor oil meets and exceeds that new spec. Also, dexos1 specification dexos1 Gen 2 was updated last fall and both our PureSYN 5w-30 dexos1 and 0w-20 dexos1 have been upgraded to meet that new approval.

NAL has no past or pending litigation or mediation involving products or services your firm has provided within the last five (5) years.

NAL is not certified as a small or minority owned business.

**Pricing Information – Pricing Methodology, Volume Discounts,
Quick Pay Discount and Pcards (Place after Tab 3b)**

Pricing Methodology Description

- Our pricing methodology is percent of discount off manufacturer's price list or catalog.
- Our pricing methodology is fixed pricing.
- Our pricing methodology is a combination of percent of discount off manufacturer's price list or catalog and fixed pricing.

Provide a description as to how your pricing will be managed under an awarded contract. If you are using fixed pricing, outline any contingencies for economic price adjustments. Mohave shall make the sole determination whether contingencies for economic price adjustments identified in your bid are appropriate under an awarded contract. (See **Basis for Pricing** in the Special Terms and Conditions.)

PRICE INCREASES & DECREASES WILL BE BASED
ON INDUSTRY PRICE AVERAGE MOVEMENT AS
PUBLISHED IN "JOBBER WORLD" NEWSLETTER.

Volume Discount Description

Provide a description as to how your volume discount (if offered) will be managed under an awarded contract.

Volume pricing is already accounted for in our discounted Member pricing

Quick Pay Discount

Will you offer members a quick pay discount if payment is made within 10 or 20 days?

No If yes, what is the discount for 10 days? _____ 20 days? _____

Acceptance of Pcards for Payment

Will you accept Pcards as a method of payment? No

**Mandatory Additional Federal, State,
or Local Fees Methodology (Place after Tab 3c)**

Other than drum deposit charges and sales taxes, provide details for any other mandatory additional federal, state, or local fees (e.g. environmental fees, disposal fees) that would be included on the member's invoice for the products offered in your bid. Include the rates, amounts, and methodology for determining these charges. *(Include this information in the electronic workbook, Section Two: Fees, Deposits after Tab 3a):*

N/A

**Supporting Contract Documents – Firm Information, Order Processing,
Individual Contact, and Customer Support Information
(Place after Tab 4a)**

1. Contact information for firm's headquarters:

Physical Address 7337 East Doubletree Ranch Road, Suite 180, Scottsdale, AZ 85258

Mail Address, if different _____

Main Phone Number 480-624-5800

Website www.nalube.com

2. Contact information for firm's Arizona branch office:

Physical Address _____

Mail Address, if different _____

Main Phone Number _____

Website, if different _____

Add additional contact information if firm has more than one Arizona branch office.

3. Contact information for purchase orders:

Physical Address same as above

Email Address orders@nalube.com

Attention of: Customer Service

4. Payment remittance address Same as above

Attn: Accounts Receivable

Telephone (invoice questions) 480-624-5815

5. Provide Arizona Transaction Privilege (sales) Tax License Number: _____

Do you collect city, county and/or other local sales tax in Arizona? Yes

If yes, please check one:

Our combined state, city, county and/or other local sales tax rate is 7.8% (local rate).

The sales tax rate varies by the location (e.g. ship to rate). Provide additional information below:

**Supporting Contract Documents – Firm Information, Order Processing,
Individual Contact, and Customer Support Information
(Place after Tab 4a)**

6. Contacts for Mohave:

Main Mohave representative contact: Paul Pfauter

(Shall be the main point of contact for members and be responsible for member information requests.)

Title: Vice President _____ Email address: ppfauter@nalube.com

Phone number: 480-624-5810 Fax: 480-624-5890

Contract Administrator contact: same as above

(Shall be the main point of contact for contract information requests.)

Title _____ Email address _____

Phone number _____ Fax _____

Accounting contact: Betty Ulloa

(Shall be the main point of contact for accounting issues.)

Title Customer Support Mgr Email address bulloa@nalube.com

Phone number 480-624-5815 Fax 480-624-5890

Open Order/Status Report contact: _____

(Shall be the main point of contact regarding open orders and status reports.)

Title Customer Support Mgr Email address bulloa@nalube.com

Phone number 480-624-5815 Fax 480-624-5890

Audit contact: _____

Title Customer Support Mgr Email address bulloa@nalube.com

Phone number 480-624-5815 Fax 480-624-5890

Reconciliation contact: _____

(Shall be the main point of contact for reconciliation report requests and/or clarifications and payment of administration fees.)

Title Customer Support Mgr Email address bulloa@nalube.com

Phone number 480-624-5815 Fax 480-624-5890

Escalation contact: Aaron Read

(Shall be the main point of contact when an issue needs to be escalated above the main contact and/or contract administrator for the IFB/contract. This contact shall be a different individual than those named for the contacts listed above.)

Title President Email address aread@nalube.com

Phone number 480-624-5800 Fax 480-624-5890

Marketing contact: Paul Pfauter

(Shall be the main point of contact for providing marketing information for Mohave's website.)

Title: Vice President _____ Email address: ppfauter@nalube.com

Phone number: 480-624-5810 Fax: 480-624-5890

**Supporting Contract Documents – Firm Information, Order Processing,
Individual Contact, and Customer Support Information
(Place after Tab 4a)**

Provide the requested customer support information for warranty service offered by your firm, as applicable.

Do you provide warranty for the items (e.g. dispensers, handling equipment) in the bid?

Yes, the following is applicable to our bid. (If yes, please provide the information below.)

No, the following is not applicable to our bid.

Describe the steps a member should take to activate a warranty and how they obtain warranty service.

Do you provide technical assistance via phone? Yes No If yes, provide a phone number and contact. PAUL PFAUSEZ 480-624-5810

Supporting Contract Documents - Sample Supplemental or End User Agreement(s)
(Place after Tab 4b)

Will members be required to sign supplemental or end-user agreements (sales, loaner dispensing equipment)?

Yes No

If yes, review/revise your agreement(s) for terms that conflict with the Mohave terms and conditions. In addition, review for the following common issues:

Acceptable agreements **shall** include:

- o Non-appropriations clause;
- o Contract or agreement must be governed by the laws of the State of Arizona;
- o Net payment is thirty (30) days.

Agreements **shall not** include:

- o Terms beyond one year;
- o Waiver of right for a jury trial;
- o Requirement of upfront payment by member when purchase order is placed;
- o Entire agreement language;
- o Auto-renewal language.

Attach your reviewed/revise agreement(s). **Unacceptable agreement(s) may render your bid nonresponsive.**

NAL DOES NOT LOAN EQUIPMENT

**Supporting Contract Documents – Customer Support for
Spill and Cleanup Information
(Place after Tab 4c)**

Per Specification 1.4.08, and Special Term and Condition 8.7 (Spill and Cleanup Support), provide the required customer support information for spill or cleanup services in the event of an emergency.

Are these services subcontracted? *Yes*

If "Yes," provide the subcontracted firm or firms' name(s): CHEMTREC _____

Spill/Cleanup contact (business hours):

Name CHEMTREC

Contact hours: 24 / 7

Title: Emergency Service Agent Email address _____

Phone number 800-424-9300 Fax _____

Spill/Cleanup contact (after hours, weekends, holidays):

Name same: as above

Contact hours _____

Title _____ Email address _____

Phone number _____ Fax _____

Include information regarding the response time and how spill and cleanup services are provided.

Response times vary dependent upon the spill site however traditional times for Arizona are 5-7 hours.

Upon arrival, the spill response team will assess the situation and use the appropriate mechanical agitation, surfactants, oil absorbent pads, clay absorbents and vacuum devices to remediate petroleum based products from asphalt or concrete. If the spill should reach vegetation or waterways, additional resources may be required.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
NORTH AMERICAN LUBRICANTS COMPANY

[Materials Order(s)]

See following pages (to be attached subsequent to execution).