

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SARATOGA RACK MARKETING, LLC**

THIS LINKING AGREEMENT (this “Agreement”) is entered into as of this _____ day of _____, 2023, between the City of Glendale, an Arizona municipal corporation (the “City”), and Saratoga Rack Marketing, LLC, a Delaware limited liability company, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

RECITALS

- A. On November 17, 2022, under State of Arizona-ADOT Cooperative Purchasing Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Bulk Fuel and Bulk Fuel Propane Contract No. CTR063145 (“Cooperative Purchasing Agreement”), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City’s Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City’s utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

- 1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was November 17, 2022, until the date the contract expires on November 16, 2023 unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond November 16, 2027. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until November 16, 2023. The City may renew the term of this Agreement for four (4) additional

one-year renewals until the Cooperative Purchasing Agreement expires on November 16, 2027. Glendale renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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

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

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed seventeen million five hundred thousand dollars (\$17,500,000) for the entire term of the Agreement (initial term plus any renewals).

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

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

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

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

8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale – Fleet Management
c/o Craig Croner
6210 W. Myrtle Avenue, #111
Glendale, AZ 85301

And

Saratoga Rack Marketing, LLC
c/o Josh Epperson, Division Director, Government Sales
5508 Lonas Drive
Knoxville, TN 37909

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

“City”

City of Glendale, an Arizona
municipal corporation

By: _____

Kevin R. Phelps
City Manager

“Contractor”

Saratoga Rack Marketing, LLC,
a Delaware limited liability company

By:  _____

Name: Bill Cashmareck
Title: Vice President, Business Development

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SARATOGA RACK MARKETING, LLC**

EXHIBIT A
STATE OF ARIZONA-ADOT CONTRACT NO. CTR063145
BULK FUEL AND BULK FUEL PROPANE




OFFER AND ACCEPTANCE

OFFER

TO THE STATE OF ARIZONA:

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

<u>Saratoga Rack Marketing LLC</u> Offeror (Company) Name	 Signature of Person Authorized to Sign Offer
<u>5508 Lonas Dr.</u> Address	<u>Bill Cashmareck</u> <u>9/7/2022</u> Printed Name Date
<u>Knoxville</u> <u>TN</u> <u>37909</u> City State Zip	<u>Vice President Business Development</u> Title
<u>GovBiz@Saratogarack.com</u> Email Address	<u>865.410.4384</u> Phone Number
<u>GovBiz@Saratogarack.com</u> Company Email Address	 Fax Number

By signature in the Offer section above, the Offeror certifies that the submission of the Offer did not involve collusion or other anticompetitive practices.


ACCEPTANCE OF OFFER (FOR DEPARTMENT USE ONLY)

The Contractor is now bound to perform based upon Contract Number CTR063145 including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the state.

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

State of Arizona

Effective this 17 day of November 2022

 Procurement Officer	<u>11/17/2022</u> Awarded Date
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**LINKING AGREEMENT
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THE CITY OF GLENDALE, ARIZONA
AND
SARATOGA RACK MARKETING, LLC**

EXHIBIT B
Scope of Work

PROJECT

For the purchase of gasoline and diesel fuel for City of Glendale on an as-needed basis.



STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson St., Ste. A
Phoenix, AZ 85007

REQUEST FOR PROPOSAL

SOLICITATION NUMBER: BPM004763

DESCRIPTION: Bulk Fuel and Bulk Fuel Propane

QUESTIONS: Inquiries regarding the solicitation are to be submitted online through the State's e-Procurement system, Arizona Procurement Portal (APP) (<https://app.az.gov/>) using the Discussion Forum tab.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

Kim Matura
Procurement Officer
Phone: 602-712-7686
Email: kmaturation@azdot.gov

This solicitation is issued in accordance with A.R.S. §41-2534 and A.A.C. R2-7-C301 et seq., Competitive Sealed Proposals.

"An Equal Opportunity Agency"

The Arizona Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Americans with Disabilities Act (ADA), hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration for an award.

Persons that require a reasonable accommodation based on language or disability should contact ADOT's Procurement Office by phone (602) 712-2089. Requests should be made as early as possible to ensure the State has an opportunity to address the accommodation.

Las personas que requieran asistencia (dentro de lo razonable) ya sea por el idioma o discapacidad deben ponerse en contacto con ADOT (602) 712-2089.

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1. Statement of Need

- 1.1. Pursuant to the Arizona Procurement Code, A.R.S. §41-2501 et seq., the State of Arizona Department of Transportation (Department), has a requirement for Bulk Fuel and Bulk Fuel Propane.

2. General Requirements

2.1. Bulk Fuel Delivery Method

- 2.1.1. The method of delivery is either "Tank Wagon" "Truck", "Pump Truck" "Tanker Truck" or "Truck/Trailer." This has been determined by tank capacity, location of tanks and/or frequency of deliveries for the smaller tanks before larger tanks can accept a sizeable load. Customer shall communicate to contractor any special fitting needs.
- 2.1.2. Contractor shall be prepared, upon delivery, for pumping into above ground tanks if designated by eligible agency.
- 2.1.3. Delivery before 1:00 pm if it is preferred by the eligible agency.
- 2.1.4. **Ordered quantity versus delivered quantity.** If there is a discrepancy with the quantity ordered versus quantity delivered, the order pricing tier shall prevail. With the exception that the eligible agency has insufficient space in the tank to deliver ordered quantity. If insufficient space in the tank is noted, the Contractor will adjust the pricing tier as necessary and communicate that to the eligible agency. Contractor shall make every reasonable effort to deliver ordered quantity.
- 2.1.5. This contract is for the purchase of Bulk Fuel. Bulk Fuel is defined as 500 gallons or more. 500 gallons is limited to a combined fuel order per site. If a combined fuel type of 500 gallons of fuel is not ordered per site, the contractor may apply a special order quantity fee. Any special order quantity fee to be noted at upon order and prior to delivery. The special order quantity fee shall be listed on the Pricing Spreadsheet.

2.2. Bulk Fuel Delivery Ticket

- 2.2.1. A delivery ticket which delineates the Contractor's name, address, type of fuel being delivered, grade of fuel being delivered, and the fuel tank monitoring gage reading of the site's fuel tank prior to unloading and again once fuel has been loaded. The delivery ticket shall be provided at the time of each delivery and left at the fuel site. A copy of the same delivery ticket shall be emailed to the individual listed on the eligible agencies' purchase order within three (3) business days of delivery. The State shall only authorize payment for the actual (net) quantity of fuel delivered to each site.

- a. Time and execution of deliveries for each county need to be completed before seventy-two (72) hours of issuance of purchase order unless authorized by the eligible agency.

3. ARIZONA DEPARTMENT OF TRANSPORTATION REQUIREMENTS

The following shall apply to the Arizona Department of Transportation (ADOT) only.

- 3.1. Northern locations designated by agencies require Winter Blended Diesel Fuel with a “pour point additive” which will take it to (-40 or -20 degrees) below zero from October 1st to April 1st. Blending is to be done prior to delivery at these sites from October 1st to April 1st. Additive type must be stated on delivery ticket.
- 3.2. Above-ground tanks may require the Contractor to provide pump with hose. The Contractor must contact the eligible agency to verify before delivery.
- 3.3. Contractor must report spills within one (1) hour of the incident and any spill over one (1) gallon is considered a reportable spill to the agency. The Contractor must report a spill to: ADOT Fuel Systems Management at 602-712-6526 when spillage occurs. If spill occurs after regular business hours, contact 602-712-6466.

4. ARIZONA DEPARTMENT OF CORRECTIONS REQUIREMENTS

The following shall apply to the Arizona Department of Corrections (DOC) only.

- 4.1. The State will require the implementation of a “Key Fill” Program to monitor the tank capacity and ensure both Bulk Fuels and Bulk Fuel Propane tanks are always filled with their designated fuels if the tank is measured below key.
- 4.2. **Contraband – Arizona Department of Corrections**
 - 4.2.1. Any person who takes contraband into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona Revised Statutes. All personnel, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property or packages.
 - 4.2.2. Definition A.R.S §13-2501: Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, non-prescription medication, etc.)

4.3. PROMOTING PRISON CONTRABAND A.R.S. §13-2505

4.3.1.A person, not otherwise authorized by law, commits promoting prison contraband:

- a. By knowingly taking contraband into a correctional facility or the grounds of such a facility.
- b. By knowingly conveying contraband to any person confined in a correctional facility.
- c. By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.
- d. Promoting prison contraband is a class 5 felony.

5. Fuel Specifications

5.1. Gasoline and Oxygenated Fuels

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

5.1.2.All regular grade unleaded gasoline fuel shall have a minimum octane (RON plus MON/2) of 87.

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

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

5.1.5.Fuel suppliers are responsible for any fuel delivered that can be verified and does not meet the mixing parameters listed in the Scope of Work and that subsequently cause damage to the states fleet

5.2. Diesel Fuel

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

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

5.2.3. Fuel suppliers are responsible for any fuel delivered that can be verified and does not meet the mixing parameters listed in the Scope of Work and that subsequently cause damage to the states fleet.

5.2.4. Winter blended diesel fuel will contain a “pour point additive” which will take it to -40 degrees below zero for above ground tanks and -20 degrees for below zero for below ground tanks from October 1st to April 1st. Bidder shall identify type of additive offered on the delivery ticket.

5.2.5. Contractor must have a procedure in place to correct any possible gelling issues that involve winterizing agents.

5.3. Liquid Propane Gas (LPG)

5.3.1. All propane shall conform to ASTM D1835-97 standard specifications and be automotive grade, “LPG-HD5” and all State and Federal regulations.

5.3.2. Provision of Tank: If required, Contractor shall provide and install the appropriate sized tank (with dispenser if needed) for any eligible agency locations requesting propane. All requested tanks shall be new or approved refurbished tanks.

5.3.3. Tanks must comply with all federal, State, and Local safety standards and code requirements.

5.3.4. Contractor shall be responsible for obtaining all permits required for installation of an above ground LPG fuel site.

5.3.5. This contract is for the purchase of Bulk Fuel Propane. Bulk Fuel Propane is defined as 50 gallons or more. 50 gallons is a combined propane order per site. If a combined 50 gallons of propane is not ordered per site the contractor may apply a special order quantity fee. Any special order quantity fee to be noted at upon order and prior to delivery. The special order quantity fee shall be listed on the Pricing Spreadsheet.

5.4. Ethanol

5.4.1. Ethanol product(s) shall be provided in compliance with U.S Department of Energy, Energy Policy Act of 1992, and all State and Federal regulations and must conform to ASTM D 5798 standard specifications and any ASTM revisions thereafter.

5.4.2. The State will not accept Ethanol Blends in gasoline and diesel above 10% content.

6. Pricing

6.1. Fuel/Diesel Pricing Structure: Pricing will be two-facets (OPIS Daily A.M. Rack Rate and Contractor's Margin) as identified below:

6.1.1. Oil Price Information Service (OPIS) Daily 10 A.M. Eastern Standard Time (EST) Rack Rate (to include rack choice location):

- a. The choice of rack location (Phoenix, Tucson, etc.) to be used as the daily OPIS price of each day rack shall remain consistent for the life of the contract. Rack choice shall be noted on the invoice.
- b. Each county price in the State will conform to the daily OPIS price for the daily A.M. rack rate.

6.1.2. Contractor's Margin (to include delivery fee and Contractor's mark-up) which is identified as a dollar amount per gallon)

- a. The Contractor's Margin shall include all costs required to deliver and unload fuel into requesting agency's storage tank.
- b. The Contractor's Margin shall be identified as an additional cost per gallon and listed on the pricing sheet attachment.
- c. The Contractor shall list the margin as a separate line item on the Delivery ticket and invoice as specified in the Special Terms and Conditions section 6.

6.2. Propane Pricing Structure: Pricing will be two-facets (Principal Average Monte Belvieu price and Contractor's Margin) as identified below:

6.2.1. Principal Average Mont Belvieu price: The price published by Butane-Propane News (BPN) in the "Weekly Propane Newsletter" each Thursday shall be in effect for purchases beginning Monday of the next week. If BPN does not publish a price for Mont Belvieu in the current week, the most recent published price shall prevail.

6.2.2. The Contractor may use Oil Price Information Service (OPIS), in order to determine the actual purchase price in lieu of the BPM published price.

6.2.3. Contractor's Margin (To include delivery fee and Contractor's mark up) which is identified as a dollar amount per gallon:

- a. The Contractor's Margin shall include all costs required to deliver and unload fuel into eligible agency's storage tank.
- b. The Contractor's Margin shall be identified as an additional cost per gallon and listed in the pricing sheet attachment.
- c. The Contractor shall list the margin as a separate line item on the Delivery ticket and invoice as specified in the Special Terms and Conditions section 6.

6.3. Propane Rental/Purchasing Price Structure: The Eligible agency may rent or purchase propane tanks as necessary:

- 6.3.1. **Rental:** Pricing for a rental of new or approved refurbished propane tank and one dispenser (1-gallon meter), if required, shall be based on a one-time annual fee. An estimate for the rental of the equipment must be approved in writing by the eligible agency.
- 6.3.2. **Purchase:** The eligible agency may purchase propane tanks at their discretion. An estimate for the purchase of the tank must be submitted with any and all costs associated with the purchase to include installation and setup fees as listed in section 5.3 of Scope of Work. In addition the estimate must be approved in writing by the eligible agency.

7. Contractor's Responsibilities

- 7.1. The Contractor shall be required, upon delivery, to pump all fuels from containers into using agency's storage tanks. It is the responsibility of the Contractor to supply pumps, hoses, etc. to appropriately pump the fuels to the storage tanks.
- 7.2. The Contractor shall ensure delivery of correct quantities ordered. All deliveries are subject to two percent (2%) plus/minus. Contractor must endeavor to deliver amount ordered by the eligible agency at all times..
- 7.3. The Contractor must have a daily Oil Pricing Information Service (OPIS) subscription for fuel.
- 7.4. The Contractor must have a Butane-Propane News (BPN) subscription for propane or Oil Pricing Information Service (OPIS) subscription for propane.
- 7.5. The Contractors are responsible for any fuel delivered that can be verified and does not meet the mixing parameters listed in the Scope of Work and that subsequently cause damage to the State's fleet.
- 7.6. The Contractor shall be responsible for clean-up of all spillage, which may occur during transit, loading or unloading operations. Definition of a spill is in the amount of One (1) gallon; also the spill bucket or spill box must be free of debris and fuel at completion of the delivery.
- 7.7. The Contractor shall immediately report any spillage or damage to the using agency. Clean up of spillage and/or repairs to the damaged equipment shall be performed by contractor in accordance with EPA and State of Arizona guidelines. (See section 3 for ADOT requirements). Fuel delivery trucks shall at all times comply with current State of Arizona and Federal regulations pertaining to fuel vapor control.
- 7.8. Emergency**
- 7.8.1. During a natural disaster, or homeland security event, there may be a need for the State to access the Contractor's business for products and/or services twenty-four (24) hours a day,

seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery. For this purpose, a primary and secondary emergency representative name and phone number are required during the term of any resultant contract. It is critical to the State this information remains current at all times. All products or services provided to meet an emergency request are to be supplied as per the contract prices, terms and conditions. The Contractor shall be compensated for an after hours emergency opening of the business, if any, at the rate identified.

8. Department's Responsibilities

- 8.1. The Eligible Agencies will provide final acceptance and approval of any product delivered.
- 8.2. The Eligible Agencies will provide authorization as necessary for any work approved as listed in the Scope of Work.

1. CONTRACT TERM

The term of any resultant contract shall commence on the effective date of award and shall continue for a period of twelve (12) months thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. CONTRACT EXTENSION

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

3. ELIGIBLE AGENCIES

This contract shall be for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by A.R.S. §41-2632. This cooperative purchasing agreement must be in effect at the time of order. The Contractor shall verify if an ordering entity is an eligible cooperative purchasing member before selling materials to or providing services for them under the contract. The current list of cooperative purchasing members is available on the State Procurement Office website at <https://spo.az.gov/suppliers/usage-reporting>.

NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to nonprofit organizations, other state governments, the federal government and tribal nations. For reference, "non-profit organizations" are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under Section 501(c)(3) through 501(c)(6) of the tax code.

4. NON-EXCLUSIVE CONTRACT

This contract shall be for the sole convenience of the Department. The Department reserves the right to obtain like goods or services from another source when necessary. The Off-Contract Purchase Authorization and subsequent procurement shall be consistent with the Arizona Procurement Code.

5. ORDERING PROCESS

Eligible Agencies shall issue a purchase order to the Contractor. Each purchase order must cite the contract number. This purchase order shall be the only document required for an Eligible Agency to order and the Contractor to deliver the material and/or service.

Any attempts to represent any material and/or service not specifically awarded as being under contract is a breach of the contract and a violation of the Arizona Procurement Code. Any such

action is subject to the legal and contractual remedies available to the State inclusive of but not limited to contract cancellation, suspension and/or debarment of the Contractor.

Contractor shall acknowledge each order from Eligible Agencies in conformance with each agency's instructions given at the time of ordering. Orders from eligible cooperative purchasing members create no obligation on State's part. Notwithstanding, the Contractor shall fulfill orders under the Contract to any Eligible Agency. The Contractor's refusal to do so would be a material breach of the Contract.

6. INVOICING REQUIREMENTS

Separate invoices are required for each delivery of service and shall include at a minimum:

- Department Location's Name and Address
- Vendor Name, Remit to Address and Contact Information
- Contract Number
- Purchase Order Number
- Invoice Number and Date
- Date the items were shipped to the Department
- Contract Line Item Number
- Line Item Description or Item or Service
- Quantity Purchased
- Line Item Unit of Measure
- Price per Unit and Total per Unit
- Net Unit Price and Total per Unit (if applicable)
- Applicable taxes
- Applicable Shipping/Freight Charges
- Total Invoice Amount Due
- Oil Price Information Service (OPIS) rate
- Margin rate
- Delivery date

All invoices must clearly outline: type of fuel, rack price, contracted price (plus or minus rack), applicable taxes, delivery date and description of any extra fees (environmental fee, etc.).

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

The Department will make every effort to process payment within thirty (30) calendar days after acceptance of services. Delivery of the service to the Department does not constitute acceptance.

The date the Department accepts delivery of services shall be the valid date for starting the thirty (30) calendar day payment period.

Payment due dates, including discount periods, will be computed from the date of acceptance or date of correct invoice (whichever is later) to the date the Department's warrant is mailed.

7. ESTIMATED USAGE

The Department anticipates considerable usage under this contract. The Department reserves the right to increase or decrease actual quantities ordered as circumstances may require. No guarantees are made concerning actual purchases under this contract.

8. PRICE REDUCTION

A price reduction adjustment may be offered at any time during the term of the contract and shall become effective upon notice through a written contract amendment.

9. PRICE INCREASE

The Department will review **fully documented** requests for price increases for any contract which will or has been in effect for twelve (12) months. The request shall be submitted no less than 60 days prior to the contract renewal date. The Contractor shall provide fully documented information which supports the price increase request. Fully documented means that the request shall present detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. All assumptions regarding cost factors that have an impact on the requested increase shall also be clearly identified and justified. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. Any price increase adjustment request prior to the time of contract extension will be a factor in the extension review process. The Department will determine whether the requested price increase or an alternate option, is in the best interest of the State.

10. CONTRACT ADMINISTRATION

The contractor shall contact the Procurement Officer for guidance or direction in matters of contract interpretation or questions regarding the terms, conditions or scope of the contract.

11. NOTICES

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called "Notices"), shall be in writing and shall be sent by certified United States mail, return receipt requested, or by any other method that provides evidence of receipt, addressed to the party or parties to receive such notice as follows:

- a. If intended for the State, to:

Arizona Department of Transportation, Procurement Group
1739 W. Jackson Street, MD 100P
Phoenix, Arizona 85007-3276

b. If intended for the Contractor, to the address as identified in the Contractor's electronic vendor profile.

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice, if intended for the State, to the Arizona Department of Transportation, Procurement Officer and, if intended for the Contractor, to the person named on the Offer & Contract Award of this contract, or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

12. CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY

This Contract may be cancelled if the Contractor or any subcontractors or others in the employ or under the supervision of the Contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive devices, knives or blades of more than three (3) inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property.

Further, if the Contractor or any subcontractors or others in the employ of under the supervision of the Contractors or subcontractors, are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the Contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. §13-1502, "Criminal trespass in the third degree: classification."

13. REVIEW OF CONTRACTOR'S WORK

Work performed by the Contractor shall be subject to periodic reviews and partial acceptance at various stages. The Department reserves the right to make such reviews and pass upon the acceptability of the Contractor's work. Partial acceptance shall not relieve the Contractor's obligation to correct, without charge, any errors in the work performed under this contract.

14. ACCURACY OF WORK

The Contractor shall be responsible for the accuracy of the work and shall promptly make all the necessary revisions or corrections resulting from errors and omissions on the part of the Contractor without additional compensation. Acceptance of the work by the Department shall not relieve the Contractor of the responsibility for subsequent correction of any such errors and clarification of ambiguities.

15. INDEMNIFICATION

Indemnification Clause To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

16. INSURANCE

The Contractor shall furnish Certificate(s) of Insurance inclusive of the following requirements to the Department. Certificate(s) shall be received within ten (10) calendar days of notification of contract award by the Procurement Officer.

16.1. Insurance Requirements

- 16.1.1. Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
- 16.1.2. The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

16.2. Minimum Scope and Limits of Insurance

16.2.1. Contractor shall provide coverage with limits of liability not less than those stated below

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

16.2.2. Business Automobile Liability

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

- Combined Single Limit (CSL) \$1,000,000
 - a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
 - b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

16.2.3. Workers' Compensation and Employers' Liability

SPECIAL TERMS AND CONDITIONS

- Workers' Compensation Statutory
 - Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000
- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 - b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

16.3. Additional Insurance Requirements

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

16.3.1. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

16.3.2. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

16.4. Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

16.5. Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The

State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

16.6. Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

- 16.6.1. All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
- 16.6.2. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 16.6.3. All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

16.7. Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

16.8. Approval and Modifications

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

16.9. Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If

the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply

17. ADMINISTRATIVE FEE

The Contractor shall pay the State an administrative fee against all Contract sales to eligible cooperative purchasing members, as provided for under A.R.S. § 41-2633. The fee for services provided under this Contract is one (1%) percent.

18. USAGE REPORT

18.1 Administrative Fee Reporting

Contractor shall submit to ADOA-SPO a Quarterly Report documenting all Contract sales to both eligible State agencies and cooperative purchasing members, itemized separately. A Quarterly Report shall be submitted even if there have been no sales. The Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other.

Quarterly reports on transactions with cooperative purchasing members are required to be filed with ADOA-SPO. Failure to remit the administrative fees/usage reports is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website at <https://spo.az.gov/suppliers/usage-reporting>.

18.2 ADOT Usage Report Requirements

The Contractor shall furnish ADOT a quarterly report showing all purchasing activity under this *contract*. This usage report shall be provided in a form substantially equivalent to Exhibit 3. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

continued employment under the contract is inconsistent with the interest of the Department.

19. LICENSES, PERMITS, CERTIFICATIONS

Contractor, at their expense, shall maintain in current status without any violations, complaints, or suspensions during the term of this contract all Federal, State and Local licenses, permits and certifications required for the operation of a business conducted by the contractor.

20. CO-OP USAGE

Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>

Contractor shall sell to Co-Op Buyers at the same price, and with the same lead times and other terms and conditions under which it sells to Eligible Agencies. With the sole exception of any legitimate additional costs for extraordinary shipping, or delivery requirements, if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).

Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

21. POST AWARD MEETING

At the discretion of the Department, the Contractor, at their expense, shall attend and participate in post award meetings as scheduled by the Procurement Officer.

1. Definition of Terms

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

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

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona

Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits;
 - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five

(5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
- 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes,

unemployment compensation insurance, Social Security and Worker's Compensation.

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

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

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

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

4.5.2. Cancel the Contract; or

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

5. Contract Changes

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

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

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

6. Risk and Liability

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

6.2. Indemnification

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

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

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

6.4. Force Majeure.

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

6.4.2. Force Majeure shall not include the following occurrences:

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

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

- 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

- 7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2. Fit for the intended purposes for which the materials are used;
- 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance With Applicable Laws. The materials and services supplied under this

Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

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

8. State's Contractual Remedies

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully

comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

- 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this

paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

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

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

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

10. Contract Claims

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

11. Arbitration

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

12. Comments Welcome

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

EXHIBIT 1
Title VI/Non-Discrimination Assurances
Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the *Federal Highway Administration*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration*, may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

EXHIBIT 2
Title VI/Non-Discrimination Assurances
Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 *et. seq*)

EXHIBIT 4
ADOT Fuel Tank Location and Annual Estimated Usage



Arizona Statewide Fuel Locations as of 4/28/2020
All information provided is subject to change without notice



AUTOMATED FUEL SITE



ELECTRONIC GATE ACCESS - KEYPAD CARD READER



LOCKED - KEY REQUIRED

-Days and hours may vary-
-Call ahead to fuel facility to check current hours of operation-

APACHE COUNTY				
FUELING SITE	STREET/HWY/ROUTE	FUEL TANK(S) <small>D-DIESEL U-UNLEADED</small>	HOURS	PHONE NUMBER(S)
Chambers	I-40, MP 336 Westbound Frontage Road	404 D 412 U	24 HOURS GATE ACCESS	(928) 688-2782
Ganado	SR 264, MP 465.3 Eastbound AZ 264	440 D 440 U	24 HOURS GATE ACCESS	(928) 755-3579
Saint Johns	SR 180, MP 369.4	441 D 490 U	24 HOURS GATE ACCESS	(928) 337-4913
Springerville	1532 E. Main Street	434 D 434 U	24 HOURS GATE ACCESS	(928) 333-4495
Teec Nos Pos	US 160, MP 465.8	435 D 435 U	24 HOURS GATE ACCESS	(928) 697-3558
COCHISE COUNTY				
FUELING SITE	STREET/HWY/ROUTE	FUEL TANK(S) <small>D-DIESEL U-UNLEADED</small>	HOURS	PHONE NUMBER(S)
Douglas	2100 "A" Avenue	236 D 236 U	24 HOURS GATE ACCESS	(520) 605-4447
Saint David	US 80, MP 300.7 SR 80 Curve, Northbound	245 D 235 U	ALL YEAR 6:00 AM - 2:30 PM Monday - Friday	(520) 720-4751

EXHIBIT 4
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COCHISE COUNTY				
FUELING SITE	STREET/HWY/ROUTE	FUEL TANK(S) <small>D-DIESEL U-UNLEADED</small>	HOURS	PHONE NUMBER(S)
Willcox	709 S. Haskell Avenue	234 D 234 U	24 HOURS GATE ACCESS	(520) 348-2388
COCONINO COUNTY				
FUELING SITE	STREET/HWY/ROUTE	FUEL TANK(S) <small>D-DIESEL U-UNLEADED</small>	HOURS	PHONE NUMBER(S)
Flagstaff	5701 E. Railhead Avenue	400 D 400 U	24 HOURS GATE ACCESS	(928) 526-0915
Fredonia	1298 N. Hwy. 89A	408 D 408 U	ALL YEAR 6:00 AM - 2:30 PM Monday - Friday	(928) 643-7249
Gray Mountain	US 89 N. MP 457.5 Northbound	407 D 407 U	ALL YEAR 7:00 AM - 3:30 PM Monday - Friday	(928) 679-2311
Little Antelope	I-17, MP 320.5 Southbound I-17 and Schnebly Hill Rd	423 D 423 U	24 HOURS GATE ACCESS	(928) 286-1260
Page	US 89 N. MP 551.2	430 D 430 U	ALL YEAR 6:00 AM - 2:30 PM Monday - Friday	(928) 645-2147
Rim Camp	US 89A, MP 390	499 D	LOCKED CALL AHEAD	(928) 286-1260

EXHIBIT 4
ADOT Fuel Tank Location and Annual Estimated Usage



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COCONINO COUNTY				
FUELING SITE	STREET/HWY/ROUTE	FUEL TANK(S) <small>D-DIESEL U-UNLEADED</small>	HOURS	PHONE NUMBER(S)
Williams	1200 E. Route 66	417 D 417 U	24 HOURS GATE ACCESS	(928) 635-4301
GILA COUNTY				
FUELING SITE	STREET/HWY/ROUTE	FUEL TANK(S) <small>D-DIESEL U-UNLEADED</small>	HOURS	PHONE NUMBER(S)
Colcord	SR 260, MP 277	373 D 373 U	LOCKED CALL AHEAD	(928) 468-5078
Globe	1900 N. Hwy. 60	288 D 288 U	24 HOURS GATE ACCESS	(928) 402-5641 (928) 402-5640
Parker Creek	SR 288, MP 278.3 Note: Generator power only	290 D	LOCKED CALL AHEAD	(928) 467-2282
Payson	200 N. Colcord Road	371 D 371 U	24 HOURS GATE ACCESS	(928) 468-5081 (928) 468-5082
Roosevelt	25 S. Forest Road 341	284 D 284 U	ALL YEAR 6:00 AM - 4:30 PM Monday - Thursday	(928) 467-2282
Young	SR 288, MP 309.2	283 D	LOCKED CALL AHEAD	(928) 467-2282

EXHIBIT 4
ADOT Fuel Tank Location and Annual Estimated Usage



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GRAHAM COUNTY				
FUELING SITE	STREET/HWY/ROUTE	FUEL TANK(S) <small>D-DIESEL U-UNLEADED</small>	HOURS	PHONE NUMBER(S)
Safford	3268 S. US Hwy. 191	249 D 237 U	24 HOURS GATE ACCESS	(928) 428-2909 (928) 428-0920
GREENLEE COUNTY				
FUELING SITE	STREET/HWY/ROUTE	FUEL TANK(S) <small>D-DIESEL U-UNLEADED</small>	HOURS	PHONE NUMBER(S)
Grey Peak	US 191, MP 186	232 D	LOCKED CALL AHEAD	(928) 687-1411
Three Way	JCT. US 191 SR 75 & SR 78	238 D 238 U	24 HOURS GATE ACCESS	(928) 687-1411
LA PAZ COUNTY				
FUELING SITE	STREET/HWY/ROUTE	FUEL TANK(S) <small>D-DIESEL U-UNLEADED</small>	HOURS	PHONE NUMBER(S)
Parker	2133 AZ-95	307 U	24 HOURS GATE ACCESS	(928) 927-6311
Quartzsite	771 W. Kuehn Street	306 D 309 U	24 HOURS GATE ACCESS	(928) 927-6311

EXHIBIT 4
ADOT Fuel Tank Location and Annual Estimated Usage



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MARICOPA COUNTY				
FUELING SITE	STREET/HWY/ROUTE	FUEL TANK(S) <small>D-DIESEL U-UNLEADED</small>	HOURS	PHONE NUMBER(S)
Avondale	1702 N. Eliseo Felix Jr Way	133 D 132 U	ALL YEAR 6:00 AM - 4:00 PM Monday - Friday	(623) 932-3204
Gila Bend	1300 E. Pima Street	303 D 303 U	24 HOURS GATE ACCESS	(928) 683-2582
Mesa -- Country Club	2409 N. Country Club Drive	115 D 115 U	ALL YEAR 6:00 AM - 2:30 PM Monday - Friday	(480) 644-7923
Mesa -- Recker Rd	1540 S. Recker Road	158 D 158 U	ALL YEAR 4:30 AM - 1:00 PM Monday - Friday	(602) 712-6772
Phoenix -- Capitol Mall	1501 W. Madison Street	500 U Propane	ALL YEAR 7:00 AM - 5:00 PM Monday - Friday	(602) 542-3206
Phoenix - Durango	2209 W. Durango Street Note: Afterhours ADOT Badge In and Out	102 D 102 U	ALL YEAR 5:30 AM - 4:30 PM Monday - Friday	(602) 712-7684
Phoenix -- Happy Valley	24251 N. 7th Avenue	103 D 103 U	24 HOURS GATE ACCESS	(602) 712-5810
MOHAVE COUNTY				
FUELING SITE	STREET/HWY/ROUTE	FUEL TANK(S) <small>D-DIESEL U-UNLEADED</small>	HOURS	PHONE NUMBER(S)
Fort Rock	I-40, MP 91.7 Eastbound	397 D	LOCKED CALL AHEAD	(928) 422-3482

EXHIBIT 4
ADOT Fuel Tank Location and Annual Estimated Usage



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MOHAVE COUNTY				
FUELING SITE	STREET/HWY/ROUTE	FUEL TANK(S) <small>D-DIESEL U-UNLEADED</small>	HOURS	PHONE NUMBER(S)
Kingman	3160 E. Andy Devine Avenue	313 D 313 U	24 HOURS GATE ACCESS	(928) 681-6210 (928) 681-6214
Littlefield - Beaver Dam	670 N. Hwy. 91	411 D 411 U	ALL YEAR 6:00 AM - 3:30 PM Monday - Thursday	(928) 346-5976
Needle Mt - Topock	6153 Needle Mountain Road	337 D 337 U	24 HOURS GATE ACCESS	(928) 768-4355
Wikieup	17909 S. Hwy. 93	317 D 317 U	24 HOURS GATE ACCESS	(928) 765-2312
NAVAJO COUNTY				
FUELING SITE	STREET/HWY/ROUTE	FUEL TANK(S) <small>D-DIESEL U-UNLEADED</small>	HOURS	PHONE NUMBER(S)
Holbrook	2407 E. Navajo Blvd.	402 D 405 U	24 HOURS GATE ACCESS	(928) 524-5464
Indian Pine	SR 260, MP 357.4	420 D 420 U	24 HOURS GATE ACCESS	(928) 532-2315
Kayenta	US 163, MP 394.5	432 D 432 U	24 HOURS GATE ACCESS	(928) 697-3558

EXHIBIT 4
ADOT Fuel Tank Location and Annual Estimated Usage



Arizona Statewide Fuel Locations as of 4/28/2020
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NAVAJO COUNTY				
FUELING SITE	STREET/HWY/ROUTE	FUEL TANK(S) <small>D-DIESEL U-UNLEADED</small>	HOURS	PHONE NUMBER(S)
Keams Canyon	SR 264, MP 402	443 D 443 U	24 HOURS GATE ACCESS	(928) 738-2285
Show Low	200 W. McNeil Street	425 D 425 U	24 HOURS GATE ACCESS	(928) 532-2381
Winslow	100 N. ADOT Lane	458 D 458 U	24 HOURS GATE ACCESS	(928) 289-2478
PIMA COUNTY				
FUELING SITE	STREET/HWY/ROUTE	FUEL TANK(S) <small>D-DIESEL U-UNLEADED</small>	HOURS	PHONE NUMBER(S)
3 Points – Robles Junction	16425 W. Ajo Hwy.	202 D 202 U	24 HOURS GATE ACCESS	(520) 838-2745
Tucson – Grant Road	1444 W. Grant Road	224 D 223 U	24 HOURS GATE ACCESS	(520) 838-2874
Tucson - MVD	3555 S. Broadmont Drive	535 U	ALL YEAR 6:00 AM - 4:00 PM Monday - Friday	(520) 838-2874
Tucson – 22 nd Street	633 E. 22nd Street	222 U	ALL YEAR 6:00 AM - 5:00 PM Monday - Friday	(520) 209-4549

EXHIBIT 4
ADOT Fuel Tank Location and Annual Estimated Usage



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PINAL COUNTY				
FUELING SITE	STREET/HWY/ROUTE	FUEL TANK(S) <small>D-DIESEL U-UNLEADED</small>	HOURS	PHONE NUMBER(S)
Casa Grande	15614 W. Boxelder Drive	214 D 214 U	24 HOURS GATE ACCESS	(520) 836-2240
Coolidge	672 N. Arizona Blvd.	213 D 213 U	24 HOURS GATE ACCESS	(520) 723-4438
Oracle	3245 W. Hwy. 77	216 D 216 U	24 HOURS GATE ACCESS	(520) 896-9720
Superior	951 W. Main Street	270 D 270 U	24 HOURS GATE ACCESS	(520) 407-2538
SANTA CRUZ COUNTY				
FUELING SITE	STREET/HWY/ROUTE	FUEL TANK(S) <small>D-DIESEL U-UNLEADED</small>	HOURS	PHONE NUMBER(S)
Nogales	1340 N. Hohokam Drive	206 D 206 U	24 HOURS GATE ACCESS	(520) 287-3771
YAVAPAI COUNTY				
FUELING SITE	STREET/HWY/ROUTE	FUEL TANK(S) <small>D-DIESEL U-UNLEADED</small>	HOURS	PHONE NUMBER(S)
Cordes Junction	15001 S. SR 69	329 D 329 U	24 HOURS GATE ACCESS	(928) 632-7786

EXHIBIT 4
ADOT Fuel Tank Location and Annual Estimated Usage



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YAVAPAI COUNTY				
FUELING SITE	STREET/HWY/ROUTE	FUEL TANK(S) <small>D-DIESEL U-UNLEADED</small>	HOURS	PHONE NUMBER(S)
Prescott Valley	6901 E. 2nd Street	326 D 326 U	24 HOURS GATE ACCESS	(928) 775-5079
Seligman	SR 66, MP 138.9 I-40, Exit 121 Northbound	345 D 345 U	24 HOURS GATE ACCESS	(928) 422-3482
YUMA COUNTY				
FUELING SITE	STREET/HWY/ROUTE	FUEL TANK(S) <small>D-DIESEL U-UNLEADED</small>	HOURS	PHONE NUMBER(S)
Yuma	2243 E. Gila Ridge Road	311 D 311 U	24 HOURS GATE ACCESS	(928) 317-2174

EXHIBIT 4
ADOT Fuel Tank Location and Annual Estimated Usage

Fuel Site Name	Unleaded		Diesel	
	Average Gallons Pumped Per Month Over The Last 12 Months	Tank Size in Gallons	Average Gallons Pumped Per Month Over The Last 12 Months	Tank Size in Gallons
Durango	14,002	12,000	6,674	12,000
Mesa Country Club	9,802	6,000	2,199	6,000
Avondale	8,300	12,000	2,492	12,000
Mesa Rocker Road	4,849	11,000	913	11,000
Robles Junction (3 PTS)	902	9,800	621	9,800
Nojales	7,453	4,000	492	4,000
Casa Grande	5,214	6,000	970	8,000
Coolidge	2,704	4,000	517	4,000
Oracle	2,048	6,000	341	6,000
Tucson Grant Road	22,025	11,000	6,318	11,000
Tucson 22nd Street	2,459	10,000	N/A	N/A
Grey Peak (Manual)	N/A	N/A	272	4000 X 2
Willcox	4,166	11,000	1,079	8,000
St. David	3,221	11,000	779	4,000
Douglas	2,854	4,000	1,337	4,000
Safford	4,144	11,000	1,117	4,000
Three Way	1,056	4,000	751	11,000
Superior	3,033	4,000	1,230	4,000
Parker Creek (Manual)	N/A	N/A	100	3,000
Roosevelt	554	4,000	893	4,000
Globe	4,329	6,000	2,184	6,000
Young	N/A	N/A	521	4,000
Gila Bend	5,038	6,000	707	6,000
Quartzsite	4,898	12,000	1,107	4,000
Parker	1,108	4,000	N/A	N/A
Yuma	11,029	12,000	1,805	12,000
Indian Pine	2,869	6,000	3,158	6,000
Show Low	5,274	10,000	2,933	10,000
Springerville	2,656	11,000	2,085	11,000
St. Johns	1,394	4,000	821	11,000
Tucson MVD	891	10,000	N/A	N/A
Kingman	11,081	11,000	2,273	11,000
Wickenburg	2,863	12,000	1,021	12,000
Cordes Junction	7,968	6,000	2,125	6,000
Needle Mountain	4,239	11,000	5,159	11,000
Fort Rock (Manual)	N/A	N/A	119	2,000
Seligman	4,533	6,000	2,418	6,000
Payson	6,241	11,000	1,950	11,000
Coconino	368	4,000	596	4,000
Flagstaff	7,656	11,000	5,577	11,000
Holbrook	6,146	11,000	2,792	11,000
Gray Mountain	2,220	6,000	1,603	6,000
Chambers	2,418	11,000	1,141	11,000
Fredonia	1,482	11,000	1,354	11,000
Littlefield	2,892	4,000	1,610	4,000
Williams	3,322	6,000	2,163	11,000

EXHIBIT 4
ADOT Fuel Tank Location and Annual Estimated Usage

Fuel Site Name	Unleaded		Diesel	
	Average Gallons Pumped Per Month Over The Last 12 Months	Tank Size in Gallons	Average Gallons Pumped Per Month Over The Last 12 Months	Tank Size in Gallons
Little Antelope	4,235	6,000	2,587	8,000
Page	2,405	6,000	1,773	8,000
Keyenta	1,431	4,000	1,072	4,000
Keams Canyon	889	4,000	850	4,000
Teec Nos Pos	433	4,000	169	4,000
Genado	1,851	11,000	2,074	11,000
Winslow	3,243	6,000	1,697	8,000
Rim Camp	N/A	N/A	361	1,800
Prescott Valley	8,177	12,000	3,465	12,000
Happy Valley	8,307	12,000	1,063	12,000
ASDB	N/A	N/A	1,720	8,000
Capitol Mall	24,507	11000 X 2	N/A	N/A

EXHIBIT 5
ADOC Fuel Tank Location and Annual Estimated Usage

Central Arizona Correctional Facility (CACF)

Main Telephone:
(520) 868-4809
Main Fax:
(520) 868-5370
Physical Address:
1401 East Diversion Dam Road
Florence, AZ 85132
United States

Douglas

Main Telephone:
(520) 364-7521
Main Fax:
(520) 364-7445
Physical Address:
6911 N. BDI Blvd
Douglas, AZ 85607
United States

Eyman

Main Telephone:
(520) 868-0201
Main Fax:
(520) 868-0276
Physical Address:
4374 East Butte Avenue
Florence, AZ 85132
United States

Florence

Main Telephone:
(520) 868-4011
Main Fax:
(520) 868-5333
Physical Address:
1305 E Butte Ave
Florence, AZ 85132
United States

Florence West

Main Telephone:
(520) 868-4251
Main Fax:
(520) 868-4245
Physical Address:
915 East Diversion Dam Road
Florence, AZ 85132
United States

Kingman

Main Telephone:
(928) 565-2460
Main Fax:
(928) 565-7038
Physical Address:
4626 W English Dr
Golden Valley, AZ 86414
United States

La Palma

Main Telephone:
(520) 464-3200
Main Fax:
(520) 464-3399
Physical Address:
5501 North La Palma Road
Eloy, AZ 85131
United States

Lewis

Main Telephone:
(623) 386-6160
Main Fax:
(623) 386-7332
Physical Address:
26700 South Highway 85
Buckeye, AZ 85326
United States

EXHIBIT 5
ADOC Fuel Tank Location and Annual Estimated Usage

Marana

Main Telephone:
(520) 682-2077
Main Fax:
(520) 682-2660
Physical Address:
12610 W. Silverbell Rd
Marana, AZ 85653
United States

Perryville

Main Telephone:
(623) 853-0304
Main Fax:
(623) 853-0425
Physical Address:
2105 North Citrus Road
Goodyear, AZ 85395
United States

Phoenix

Main Telephone:
(602) 685-3100
Main Fax:
(602) 685-3111
Physical Address:
2500 E Van Buren St
Phoenix, AZ 85008
United States

Phoenix West

Main Telephone:
(602) 352-0350
Main Fax:
(602) 352-0357
Physical Address:
3402 West Cocopah
Phoenix, AZ 85009
United States

Red Rock Correctional Center

Main Telephone:
(520) 464-3800
Main Fax:
(520) 464-3899
Physical Address:
1750 East Arica Road
Eloy, AZ 85131
United States

Safford

Main Telephone:
(928) 428-4698
Main Fax:
(928) 428-3235
Physical Address:
ASPC - Safford
896 S Cook Road
Safford, AZ 85546
United States

Tucson

Main Telephone:
(520) 574-0024
Main Fax:
(520) 574-7300
Physical Address:
10000 South Wilmot
Tucson, AZ 85734
United States

Winslow

Main Telephone:
(928) 289-9551
Main Fax:
(928) 289-2951
Physical Address:
2100 South Highway 87
Winslow, AZ 86047
United States

Yuma

Main Telephone:
(928) 627-8871
Main Fax:
(928) 627-6703
Physical Address:
7125 East Cesar Chavez Blvd
San Luis, AZ 85349
United States

EXHIBIT 5
ADOC Fuel Tank Location and Annual Estimated Usage

FY23 FUEL USAGE TRACKING FOR ADOC			
DELIVERY DATE	PRISON	GAS	DIESEL
7/1/2022	TUCSON	4,960.00	800.00
7/7/2022	PERRYVILLE	2,101.00	288.60
7/6/2022	SAFFORD	1,093.90	0.00
7/7/2022	FLORENCE	3,517.00	1,127.10
7/8/2022	FT GRANT	2,800.30	275.10
7/7/2022	YUMA	8,171.00	0.00
7/12/2022	WINSLOW	8,708.00	0.00
7/14/2022	WINSLOW	0.00	800.00
7/13/2022	EYMAN	7,833.00	0.00
7/29/2022	TUCSON	3,950.00	696.10
7/13/2022	LEWIS	8,260.00	0.00
8/2/2022	LEWIS	8,275.00	0.00
7/25/2022	APACHE	1,500.00	597.00
7/27/2022	YUMA	8,135.00	0.00
7/22/2022	DOUGLAS	800.00	0.00
8/1/2022	SAFFORD	1,099.80	
8/2/2022	EYMAN	7,602.00	0.00
7/26/2022	EYMAN	0.00	6,000.00
7/25/2022	FLORENCE	3,206.90	0.00
7/13/2022	TUCSON	5,936.50	798.00
7/20/2022	TUCSON	3,610.00	1,050.00
8/11/2022	SAFFORD	1,691.50	307.00
7/29/2022	DOUGLAS	1,859.00	0.00
8/9/2022	FT GRANT	2,650.90	500.00
8/9/2022	SAFFORD	799.90	
8/12/2022	YUMA		7,285.00
8/12/2022	FLORENCE	2,684.00	999.90
8/11/2022	TUCSON	4,968.10	986.50
7/19/2022	LEWIS	5,901.00	0.00
8/16/2022	LEWIS	7,281.00	
8/19/2022	YUMA	8,121.00	
8/18/2022	SAFFORD	1,200.00	300.00
8/18/2022	PERRYVILLE	1,999.60	773.10
8/18/2022	PERRYVILLE	2,644.90	590.40
8/18/2022	PERRYVILLE	2,200.00	500.00
8/20/2022	LEWIS	8,167.00	
8/22/2022	TUCSON	4,247.20	777.40
8/19/2022	EYMAN	1,436.54	0.00



ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004763	AMENDMENT NO.: One (1)
DESCRIPTION: Bulk Fuel and Bulk Fuel Propane	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

Solicitation Requirements:

1. Paragraph 2.1.4, Bulk Fuel Delivery Method, The following sentence is hereby deleted: "The State will accept +/- two percent (2%) of actual fuel delivered versus what was ordered."
2. Paragraph 2.1.4, Bulk Fuel Delivery Method, The following sentence is hereby added to read: "Contractor shall make every reasonable effort to deliver ordered quantity."
3. Paragraph 2.1.5, Bulk Fuel Delivery Method, The following section is hereby added to read: "This contract is for the purchase of Bulk Fuel. Bulk Fuel is defined as 500 gallons or more. 500 gallons is limited to a combined fuel order per site. If a combined fuel type of 500 gallons of fuel is not ordered per site, the contractor may apply a special order quantity fee. Any special order quantity fee to be noted at upon order and prior to delivery. The special order quantity fee shall be listed on the Pricing Spreadsheet."
4. Paragraph 5.3.5, Liquid Propane Gas (LPG), The following section is hereby added to read: "This contract is for the purchase of Bulk Fuel Propane. Bulk Fuel Propane is defined as 50 gallons or more. 50 gallons is a combined propane order per site. If a combined 50 gallons of propane is not ordered per site the contractor may apply a special order quantity fee. Any special order quantity fee to be noted at upon order and prior to delivery. The special order quantity fee shall be listed on the Pricing Spreadsheet."
5. Paragraph 6.1.1, Fuel/Diesel Pricing Structure, The following section is hereby replaced to read: "Oil Price Information Service (OPIS) Daily 10 A.M. Eastern Standard Time (EST) Rack Rate (to include rack choice location)."
6. Exhibit Four (4), Arizona Department of Transportation (ADOT) Fuel Tank Location and annual estimated usage, The following exhibit has been hereby added.
7. Exhibit Five (5), Arizona Department of Corrections (ADOC) Fuel Tank Location, The following exhibit has been hereby added.
8. All other terms, conditions and provisions of this solicitation remain unchanged.



Ability and Capacity

Saratoga Rack Marketing LLC (Saratoga) is the energy and wholesale division of the Pilot Travel Centers LLC (Pilot), the seventh largest private U.S. company with \$26.6 billion in revenue ranked by Forbes. Today Pilot has greater than 750 nationwide travel stop locations with 32 of them in Arizona. In addition, Pro Petroleum, a long-term provider of bulk fuel services to the State of Arizona, falls under this same organizational structure and will be the primary service provider for this agreement.

Saratoga has the infrastructure to be the sole fuel supply and delivery service providers for Pilot, the largest diesel consumer in the country. This requires maintaining the necessary volumes, 1,700 transport vehicles and staff, inventory, and supply diversity. In addition, Saratoga provides the products for many of the country's largest high-volume retailers and commercial industries.

Moving over five billion gallons annually in the wholesale space alone requires that the technical and management expertise is always staffed and available. Many of the industry's leaders are members of Pilot's 28,000 strong employee base.

Specific to this contract, the management of this agreement will fall under the Government Sales Division managed by Josh Epperson. He has over 30 years of experience in wholesale fuels with 23 of them focused specifically in the Government space with States, Counties, Cities, Defense Fuels and Transits.

The combination of Saratoga's national and Arizona travel stop presence, large fuel inventory available in eight terminals throughout Arizona and Nevada, delivery capabilities and Josh Epperson's experience all ensure Saratoga will be able to efficiently execute the Arizona Department of Transportation fuel supply agreement.

Please note our statement of qualifications is on the following pages.

Your ONE Source Supplier Network



Saratoga Rack Marketing LLC is headquartered in Knoxville, Tennessee with regional trading, supply and operational centers in Knoxville, Denver, Houston, Orange, Las Vegas and Phoenix.

This North American footprint provides for an unrivaled supply and distribution network to meet our customer's energy requirements.

Formed in 2017 as the energy and wholesale division a part of Pilot Company's family of brands

Pilot Company family of brands is a Forbes Top Ten Largest private U.S. company

Provide energy network and distribution for 900 travel centers and retail stores

Powered by 28,000+ Team Members

Wholesale supply and distribution operating since 2010

Serve and supply wholesale, commercial, industrial and government customers

Sell 5+ billion gallons annually and growing

Fuel supply support for wholesale, trading and DEF divisions

Saratoga, Pro Petroleum and SC Fuels forms a nationwide powerhouse to fuel supply, trading, marketing and shipping throughout 48 states and 6 Canadian provinces

Since Saratoga's formation, it has acquired SC Fuels and Pro Petroleum to supply the western U.S. markets and other strategic marketing services to supply the Southern and Atlantic markets. These acquisitions provide even more asset depth to Saratoga through:

- Terminals and storage in strategic areas
- Transport fleets
- Leading positions on pipeline, rail and shipping supply lines
- Card locks
- Rail facilities

With a combined 100 years of commercial industry experience, we provide our customers with a powerful, integrated plan to reliably implement an end-to-end solution to even the most complex supply requirements.



Industries We Serve

Commercial and Industrial
Government
Over The Road Transport

High Volume Retailers HVR
Agriculture
Mining and Construction

Jobbers and Distributors
Rail and Marine
Education and Transit

Business Solutions and Services

- Wholesale Fuel** *Supply and distribution of over 5 billion gallons annually.*
- DEF Supplier** *Manufacture, supply and distribute with the largest DEF fleet and owned testing lab.*
- Renewable Fuels** *Bio, ethanol and alternative fuels to meet our customers' sustainability goals.*
- Trading** *Trading in all major spot markets. NYH-GC-G3-LA-SFB-PNW-CHI*
- Price Risk Management** *Fixed forward, day deals and indexed-based pricing solutions.*
- Pipeline Shipper** *Shipping on 18 pipelines nationwide.*
- Terminal Operations** *Own and/or operate 30 terminals and distribute throughout North America.*
- Transportation** *Saratoga, Pro and SC Fuels own and operate one of the leading fleets and largest DEF fleet.*
- Transmix Processing** *Offered through Pro with a capacity of 4500 bbls daily with owned lab and testing.*
- Fleetcards and Retail** *Providing thousands of participating locations through the largest fleet card networks.*
- Fueling Equipment** *Supplying, installing and monitoring fuel equipment. (tanks, card readers, ATGs)*
- Emergency Fuel** *Leveraging supply and distribution networks to provide access to emergency fuel.*
- Self Supply** *Management of company owned terminals provides self shipping access to customers.*
- Customer Portal** *Providing our customers with an interactive platform for document and inventory management.*



Ability and Capacity

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Moving over five billion gallons annually in the wholesale space alone requires that the technical and management expertise is always staffed and available. Many of the industry's leaders are members of Pilot's 28,000 strong employee base.

Specific to this contract, the management of this agreement will fall under the Government Sales Division managed by Josh Epperson. He has over 30 years of experience in wholesale fuels with 23 of them focused specifically in the Government space with States, Counties, Cities, Defense Fuels and Transits.

The combination of Saratoga's national and Arizona travel stop presence and end user customer base, large fuel inventory available in eight terminals throughout Arizona and Nevada, delivery capabilities and Josh Epperson's experience all ensure Saratoga will be able to efficiently execute the Arizona Department of Transportation fuel supply agreement. The assets, experience, staffing and resources have all come together to provide ADOT with the fuel program necessary to exceed its requirements.

Saratoga, serving thousands of customers nationwide as well as providing fuel supply and delivery services throughout Arizona and the rest of the Southwestern U.S. has significant resources and assets as well as staffing and systems to provide a superior customer experience based on efficiency, state of the art systems and responsiveness. Pro Petroleum, our sister company, has long provided fuel and services to ADOT and will continue to do so through this agreement. Through Pro's legacy of leading supply capacity and delivery assets throughout Arizona, Saratoga is set up and prepared to meet and exceed the needs of ADOT and its cooperative agencies. As stated in the Method of Approach, the Capacity of Saratoga's logistics and inventory is listed below:



In support of the ADOT fuel program, Saratoga, Pilot and Pro assets are made available for safe and efficient supply and delivery. With 111 fuel delivery vehicles and ownership of not only the Phoenix Pro fuel terminal and El Mirage trans mix facility, but Saratoga is also shipping hundreds of thousands of diesel and gasoline barrels monthly on both the East and West pipelines in addition to producing significant amounts of fuel from the trans mix facility.

In addition to these assets on the ready, Saratoga has terminal and rail capabilities in Las Vegas. SC Fuels in California, another wholly owned subsidiary of Pilot, has additional resources, only 5 hours away. This consolidation of resources and assets provides the State of Arizona, ADOT and its cooperative members with significant and readily available fuel from Pilot's own assets in product terminals, storage, rail and pipeline shipping, in addition to redundant resources nearby. In partnership with ADOT, Saratoga has substantial fuel infrastructure and resources to fully support the entire fuel program and the ability to continue supplying during any level emergency or natural disaster.



ATTACHMENT [Enter Attachment No.]
FORCED LABOR OF ETHNIC UYGHURS BAN

Forced Labor of Ethnic Uyghurs Ban

Please note that if any of the following apply to the Contractor, then the Offeror shall select the "Exempt Contractor" option below:

- Contractor is a sole proprietorship;
Contractor has fewer than ten (10) employees; OR
Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-394, the State of Arizona prohibits a public entity from entering into or renewing a contract with a company unless the contract includes written certification that the company does not use the forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. §35-394:

- "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
(a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
(b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
"Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. §§ 35-394 et seq., all offerors must select one of the following:

Form with three rows: 1. The Company submitting this Offer does not use, and agrees not to use during the term of the contract, any of the following: Forced labor of ethnic Uyghurs in the People's Republic of China; Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. 2. The Company submitting this Offer does participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394. 3. Exempt Contractor. Indicate which of the following statements applies to this Contractor (may be more than one): Contractor is a sole proprietorship; Contractor has fewer than ten (10) employees; and/or Contractor is a non-profit organization.

Saratoga Rack Marketing LLC

Company Name

5508 Lonas Dr.

Address

Knoxville

City

TN

State

37909

Zip

DocuSigned by:

Bill Cashmareck

9DD8174D36BA473...

Signature of Person Authorized to Sign

Bill Cashmareck

Printed Name

Vice President Business Development

Title

Method of Approach

For this project, Saratoga proposes to supply and deliver to the Arizona Department of Transportation (ADOT), and its cooperative agencies the highest quality, ASTM D4814-01A gasoline fuel, ASTM D975-02 Ultra Low Sulfur Diesel fuel, Dyed Ultra Low Sulfur Diesel fuel and winterized products as needed, delivering as required by the bid solicitation. These products will be delivered via company owned vehicles (Pro Petroleum, Pilot) primarily and supplied from Pilot owned terminal facilities and product sources. There may be redundant carrier partners included to maximize delivery efficiency. The Phoenix and Tucson, AZ terminal facilities will be primarily utilized, supported by the Las Vegas facility. Surrounding terminals throughout the Southwest may also be utilized if needed. Saratoga can provide and maintain electronic tank monitors to manage fuel inventories to automatically dispatch and deliver products as required or requested for operational success. Otherwise, the existing order processes in place will continue unless modified by the State or agency.

Significant experience and assets as well as operational controls are leveraged in order to continue providing these products to the State of Arizona and its cooperative agencies, one of our most valued and key customers in the Southwestern U.S. marketing area. Experience related to maximizing value through logistical expertise, identifying areas to save and make efficient are all part of the Saratoga offer to the State.

In consideration that Pro Petroleum, an entity of Pilot Travel Centers, LLC, just as Saratoga, currently supplies a significant portion of the existing contract. As a long term and incumbent provider to the State, a renewal or new award of those locations will be easily transferred as the data and the operational knowledge are already in place. A unique factor in the supply and delivery of products to the State of Arizona is that Pro Petroleum/Saratoga control all aspects of the fuel delivered from the refinery all the way through the delivery and invoicing of the product. Those steps of control would include control from the production at the refinery to the pipeline and to the terminal. In most cases owning the assets required to move each of those gallons to our end user customers. This provides the necessary safety net and security of supply required by the State.

Pricing will be accomplished via the published Oil Price Information Service (OPIS) Phoenix OPIS Daily AM Average (Rack Rate), plus a fixed increment that will include vendor markups. These items will be separate line items as required by 6.1.1 and 6.1.2

Currently Saratoga uses the winter Afton additive in diesel and will transition to the MCC winter additive in the future. Please note the spec sheets for Afton and MCC are attached at the end of this section.

7. Contractor's Responsibilities

Saratoga Rack Marketing will comply with all items in 7.0-7.8

Evaluation Process

4.1. Clarifications: In accordance with A.A.C. R2-7-C313, upon receipt and opening of offers submitted in response to this solicitation, ADOT may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or eliminating minor informalities or correcting nonjudgmental mistakes in offers. Clarifications shall not otherwise afford the Offerors the opportunity to alter or make a material change in its proposal.

Agreed.

4.2. Responsibility, Responsiveness and Susceptibility: In accordance with A.R.S. 41-2534(G), and A.A.C. R2-7-C311, A.A.C. R2-7-C312 and R2-7-C316, the State shall consider at a minimum, the following criteria in determining Offerors' responsibility as well as the proposal's responsiveness and susceptibility for Contract award.

Agreed.

4.2.1. Whether the Offeror has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract

Neither Saratoga nor Pro has had a terminated contract for cause within the last five years.

4.2.2. Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;

No factual evidence of failure is available that we are aware of.

4.2.3. Whether the Offeror is legally qualified to contract with the State and the Offeror's financial, business, personnel, or other resources, including subcontractors;

Saratoga is legally qualified to contract with the State and any additional financial, business, personnel or other resources, including subcontracts will be provided to the State as required as part of its consideration of our offer.

4.2.3.1. Legally qualified includes if the vendor or if key personnel have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body;

Neither Saratoga or its key personnel have been debarred, suspended or otherwise prohibited from participating in any public procurement activity.

4.2.4. Whether the Offeror promptly supplied all requested information concerning its responsibility;

Please find enclosed in our submission related documents and information as requested. If any more is required, please request and it will be promptly returned.

4.2.5. Whether the Offer was sufficient to permit evaluation by the State, in accordance with the evaluation criteria identified in the solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, acknowledged Solicitation Amendments, references to include experience verification,

Specific Requirements:

17. Administrative Fee. 18. Administrative Fee Reporting

Saratoga will comply as it does now through its existing contract through Pro Petroleum. All gallons will be reported and the administrative fee will be paid on for cooperative members purchases.

Should Saratoga Rack Marketing LLC be awarded this contract or a portion thereof, we will follow our New Customer Setup Procedure in order to ensure a smooth transition to a new contract or replacing an existing vendor. All Saratoga clients are assigned a direct customer success specialist (CSS) who will be the main point of contact, that has direct phone line and email, to handle account inquiries. This individual works directly with the Saratoga client account marketer, billing department and wholesale order fulfillment center to make sure our clients are very satisfied with our fuel supply services throughout contract duration.

ADOT and its COOP members will all share one CSS under the same contract for streamlined contract and service management. Additionally, our central and regional dispatch officer, open 24 hours a day, seven days a week, 365 days a year including holidays, employ the latest communication and tracking technology to exceed our ADOT's fueling needs.

Procurement

Adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the Solicitation;

4.2.6. Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation including its Amendments and all documents incorporated by reference;

4.2.7. Whether the Offer limits the rights of the State;

4.2.8. Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State necessary for successful Contract performance. The State shall be the sole determiner as to the reasonableness of a condition;




4.2.9. Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,

4.2.10. Whether the Offeror provides misleading or inaccurate information.

For any new locations that may be awarded to Saratoga, an efficient set up and delivery process will occur, consistent with the existing processes in place or flexible enough to support Arizona's needs.

Emergency Plan

Saratoga’s security of supply, logistics capabilities and IT Network systems are the three pillars of our emergency infrastructure response/natural disaster plan to aid our customers in critical times. Please note how Saratoga is a reliable fuel provider that can ensure effective delivery and execution to eligible agencies:

 SECURITY OF SUPPLY Ability to source product	 LOGISTICS CAPABILITIES Ability to deliver	 IT/NETWORK SYSTEMS Support Operations
<ul style="list-style-type: none"> • 160M+ gallons of storage capacity. 85M+ gallons in inventory • Own/Operate 10 terminals • Source product from 800 terminals and 200+ suppliers • Security stock programs • Retail options 	<ul style="list-style-type: none"> • 1,500 company-owned trucks with ability to bring product from adjacent markets • Floater fleet (50 assets) and 75 “Emergency Flex” drivers available on 24 hour notice • Dedicated Freight Desk. Cover 12k loads/month. Maintains relationship with 300+ approved carriers. 	<ul style="list-style-type: none"> • IT & Network Systems operating with multiple layers of redundancy • Localized and internet based backup systems. • Robust security systems • Remote operations capability and scalability

Saratoga has a procedure to be used as a general guideline for our Field Operators and Support Center team members in the event of supply disruption emergencies. This handbook outlines appropriate actions and steps are taken to:

- Ensure we provide an un-interrupted supply of fuel to our customers without any allocations or limits (if possible)
- Protect and preserve human life
- Provide stability and support for our team members
- Safeguard the environment and ensure compliance with Federal, State and local regulatory requirements
- Support our community by providing fuel, food and supplies to law enforcement and emergency personnel

Saratoga's Risk Management group oversees all possible infrastructure, that includes pipe or refinery damage, and natural disaster activity. Once an unforeseen infrastructure event has occurred or a natural disaster has been identified with a high probability, our Emergency Response Coordinate (ERC) will activate our Response Plan. The ERC will communicate all meeting specifics to the Support Center and Field Response Teams. This meeting is mandatory and will take precedent over all other meetings. Below is a general overview and summary of the Response Plan:

1. Immediately following response activation
 - a. A conference call is initiated to include the Support Center Emergency Response Team (SCRT), Division Director, Region Manager, General Manager, and other support individuals
 - b. SCRT identifies all potential or impacted fueling locations and customers
2. Preparation
 - a. Additional transport drivers are positioned to support short-term increased volumes in affected areas
 - b. Fuel tanks at potential impacted sites are filled to maximum fuel capacity
 - c. Communication updates go out to our trucking customers and clients
 - d. All vendors are contacted to evaluate post unforeseen infrastructure event or natural disaster readiness
3. Post Unforeseen Infrastructure Event or Natural Disaster
 - a. Re-establish communications if applicable
 - b. Contact and collaborate with fueling clients for fueling needs
 - c. Coordinate with transport drivers for emergency fuel delivery in affected areas

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SARATOGA RACK MARKETING, LLC**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Contractor will be paid within 30 days of submission of its invoices to City at the rates attached hereto.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$17,500,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

For the purchase of gasoline and diesel fuel for City of Glendale on an as-needed basis.

PILOT TRAVEL CENTERS LLC - SARATOGA RACK MARKETING LLC
FINAL PRICING

BPM04/763 Bulk Fuel and Bulk Fuel Propane Contractor's Margin (\$ per Gallon) Do NOT Include Taxes	Apache	Cochise	Coconino	Gila	Graham	Greenlee	La Paz	Maricopa	Mohave	Navajo	Pima	Pinal	Santa Cruz	Yavapai	Yuma
Diesel															
0 to 1,000 gallons	0.6231	0.5901	0.58	0.5572	0.5825	0.6155	0.5522	0.5015	0.5749	0.6104	0.5648	0.5319	0.5825	0.5395	0.5572
1,000 to 4,000 gallons	0.2431	0.2101	0.2	0.1772	0.2025	0.2355	0.1722	0.1215	0.1949	0.2304	0.1848	0.1519	0.2025	0.1595	0.1772
4,000 to 10,000 gallons	0.0831	0.0501	0.04	0.0172	0.0425	0.0755	0.0122	-0.0385	0.0349	0.0704	0.0248	-0.0081	0.0425	-0.0005	0.0172
Emergency Delivery Charge	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150
Red Dye Diesel															
0 to 1,000 gallons	0.6231	0.5901	0.58	0.5572	0.5825	0.6155	0.5522	0.5015	0.5749	0.6104	0.5648	0.5319	0.5825	0.5395	0.5572
1,000 to 4,000 gallons	0.2431	0.2101	0.2	0.1772	0.2025	0.2355	0.1722	0.1215	0.1949	0.2304	0.1848	0.1519	0.2025	0.1595	0.1772
4,000 to 10,000 gallons	0.0831	0.0501	0.04	0.0172	0.0425	0.0755	0.0122	-0.0385	0.0349	0.0704	0.0248	-0.0081	0.0425	-0.0005	0.0172
Emergency Delivery Charge	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150
Low Sulfur Diesel															
0 to 1,000 gallons	0.6231	0.5901	0.58	0.5572	0.5825	0.6155	0.5522	0.5015	0.5749	0.6104	0.5648	0.5319	0.5825	0.5395	0.5572
1,000 to 4,000 gallons	0.2431	0.2101	0.2	0.1772	0.2025	0.2355	0.1722	0.1215	0.1949	0.2304	0.1848	0.1519	0.2025	0.1595	0.1772
4,000 to 10,000 gallons	0.0831	0.0501	0.04	0.0172	0.0425	0.0755	0.0122	-0.0385	0.0349	0.0704	0.0248	-0.0081	0.0425	-0.0005	0.0172
Emergency Delivery Charge	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150
Unleaded															
0 to 1,000 gallons	0.6005	0.5724	0.5638	0.5443	0.5659	0.594	0.54	0.4968	0.5594	0.5897	0.5508	0.5227	0.5659	0.5292	0.5443
1,000 to 4,000 gallons	0.1905	0.1624	0.1538	0.1343	0.1559	0.184	0.13	0.0868	0.1494	0.1797	0.1408	0.1127	0.1559	0.1192	0.1343
4,000 to 10,000 gallons	0.0505	0.0224	0.0138	-0.0057	0.0159	0.044	-0.01	-0.0532	0.0094	0.0397	0.0008	-0.0273	0.0159	-0.0208	-0.0057
Emergency Delivery Charge	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150
Unleaded Oxygenated															
0 to 1,000 gallons								0.4968					0.5227		
1,000 to 4,000 gallons								0.0868					0.1127		
4,000 to 10,000 gallons								-0.0532					-0.0273		
Emergency Delivery Charge								150					150		
Diesel Winter Blend															
0 to 1,000 gallons	0.6331	0.6001	0.59	0.5672	0.5925	0.6255	0.5622	0.5115	0.5849	0.6204	0.5748	0.5419	0.5925	0.5495	0.5672
1,000 to 4,000 gallons	0.2531	0.2201	0.21	0.1872	0.2125	0.2455	0.1822	0.1315	0.2049	0.2404	0.1948	0.1619	0.2125	0.1695	0.1872
4,000 to 10,000 gallons	0.0931	0.0601	0.05	0.0272	0.0525	0.0855	0.0222	-0.0285	0.0449	0.0804	0.0348	0.0019	0.0525	0.0095	0.0272
Emergency Delivery Charge	150	150	150	150	150	150	150	150	150	150	150	150	150	150	150
Butane and Propane Lpg(liquid Propane Gas)															
0 to 1,000 gallons	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1,000 to 4,000 gallons	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
4,000 to 10,000 gallons	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Emergency Delivery Charge	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
B20 Clear Diesel Fuel															
0 to 1,000 gallons	0.6331	0.6001	0.59	0.5672	0.5925	0.6255	0.5622	0.5115	0.5849	0.6204	0.5748	0.5419	0.5925	0.5495	0.5672
1,000 to 4,000 gallons	0.2531	0.2201	0.21	0.1872	0.2125	0.2455	0.1822	0.1315	0.2049	0.2404	0.1948	0.1619	0.2125	0.1695	0.1872
4,000 to 10,000 gallons	0.0931	0.0601	0.05	0.0272	0.0525	0.0855	0.0222	-0.0285	0.0449	0.0804	0.0348	0.0019	0.0525	0.0095	0.0272

