

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
COLORADO PETROLEUM PRODUCTS COMPANY**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 20____, between the City of Glendale, an Arizona municipal corporation (the "City"), and Colorado Petroleum Products Company, a(n) Colorado corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On January 11, 2023 under the Arizona State Procurement Cooperative Purchasing Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Vehicle Lubricants Contract No. CTR063926 ("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 January 11, 2023, until the date the contract expires on January 10, 2024, 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 January 11, 2028. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until January 10, 2024. The

City may renew the term of this Agreement for (4) one-year periods until the Cooperative Purchasing Agreement expires on January 11, 2028. 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 One hundred and fifty thousand dollars (\$150,000) 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.

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
c/o Linda Musser
6210 W. Myrtle Avenue, Suite 111
Glendale, AZ 85301

And

Colorado Petroleum
c/o Dave Thies
5590 High Street
Denver, CO 80216
davet@colopetro.com

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

"City"

City of Glendale, an Arizona
municipal corporation

By: _____

Kevin R. Phelps
City Manager

"Contractor"

Colorado Petroleum Products Company,
a Colorado Corporation

By: _____

Name: Dave Thies
Title: Sales Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
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EXHIBIT A

(State of Arizona Vehicle Lubricants Contract No. CTR063926)

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AND
COLORADO PETROLEUM PRODUCTS COMPANY**

**EXHIBIT B
Scope of Work**

PROJECT

In accordance with the term and conditions of this Agreement and the State of Arizona Vehicle Lubricants Contract No. CTR063926, the City is buying lubricants for maintenance services for landfill heavy and specialized equipment at the City of Glendale Landfill from Colorado Petroleum Products Company on an as-needed basis.

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EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

The method and amount of compensation is in accordance with Section 3 of this Agreement.

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 \$150,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

The City shall compensate contractor in accordance with the rates as set forth in the State of Arizona Vehicle Lubricants Contract No. CTR063926.



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.

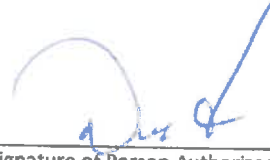
Colorado Petroleum
Offeror (Company) Name

5590 High Street
Address

DENVER Colorado 80216
City State Zip

DaveT@colopetro.com
Email Address

DaveT@colopetro.com
Company Email Address


Signature of Person Authorized to Sign Offer

Dave Thies 10/11/2022
Printed Name Date

Sales Manager
Title

303 875 8436
Phone Number

520 623 4216
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 CTR063926 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 11 day of January 2022

DocuSigned by:
Pamela Veal 1/11/2023
69C81CE38A6E4BB... Procurement Officer Awarded Date

REQUEST FOR PROPOSAL

SOLICITATION NUMBER: BPM004794

DESCRIPTION: Vehicle Lubricants

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: kmatura@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 Vehicle Lubricants.

2. Introduction and Background

- 2.1. The State maintains a diverse fleet of vehicle manufacturers, which will require manufacturer-approved lubricants. The list of manufacturers is as follows but not limited to

Allison	Alumicraft	Angler	Arctic Cat	Bluebird
Bobcat	Boston Whaler	Case	Caterpillar	Chrysler
Cummins	Detroit Diesel	Dodge	Evinrude marine	Ford
Freightliner	General Motors	Honda	Honda ATV	Honda marine
Isuzu	Jet Craft	John Deere	Johnson marine	Kawasaki ATV
Komastu	Mercedes Benz	Mack	Mercury marine	Nissan
Peterbilt	Polaris ATV	Sterling	Suzuki ATV	Suzuki marine
Toyota	Ver-Mac	Vermeer	Yamaha ATV	Yamaha marine

3. General Requirements

- 3.1. All products shall be approved for year round use under all load conditions common to normal fleet operations.
- 3.2. All products shall be guaranteed against any adverse effect on the original factory engine warranty.
- 3.3. All products shall meet or exceed the equipment manufacturer’s specifications, GM’s Dexos1 and Dexos2, American Petroleum Institute (API) Service Requirements (latest revision), and shall meet all requirements for manufacturers new car warranties as outlined by the manufacturers in each corresponding manual. Bidders must enclose proof of API certification on new and re-refined products being offered in the bid package.
- 3.4. For synthetic products: The products line offered shall meet or exceed the specifications set by all vehicle manufacturers.

4. Specific Requirements

- 4.1. Pallet Charge: All pallets shall be non-deposit and returnable to the Contractor with the pick-up of empty drums.
- 4.2. Spillage: The contractor shall be responsible at no cost to the State for the clean-up of any contamination or spillage resulting from delivery and unloading.
- 4.3. Packaging: The Contractor shall be capable of delivering product in bulk, quart, gallons and drums.

4.4. Drum Requirements:

4.4.1. **Delivered:** All drums delivered shall be in satisfactory condition with minimal dents, rust and contamination free. Unsatisfactory drums shall be rejected upon delivery with replacement required within 24 hours at no charge to the State.

4.4.2. **Pick-up:** Contractor shall be required to pick up any number of empty drums upon delivery of orders. The State shall not be charged drum deposit fees if delivery driver is unable to pick up the empty drums at the time of delivery of orders. When delivery is made by common carrier, the contractor shall be responsible for scheduling a minimum of drum pick-up every four (4) weeks/ and final pickup of all empty drums within ninety (90) days of expiration of contract.

5. Contractor's Responsibilities

5.1. **Accuracy of Work:** The Contractor shall be responsible for the accuracy of the delivery 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 delivery by the Department will not relieve the Contractor of the responsibility for subsequent correction of any such errors and clarification of ambiguities.

5.2. **Pricing Structure:** The pricing structure has Three (3) segments that are required.

5.2.1. **Contract pricing as listed in the Pricing Sheet (Required at the time of proposal submittal).** Contract Pricing shall be a fixed minimum discount(s) off published price list(s). The Contractor shall indicate any and all Descriptions and or Classifications that are being offered under each category listed in the tabs within the Pricing Sheet. At a minimum the Contractor shall include the Manufacturer's name and the minimum discount percentage being offered by county for each classification. If at any point during the contract term, the contractor would like to reduce the fixed minimum discount offered, the appropriate documentation shall be completed in accordance to Paragraph 9 in the Terms and Conditions. The contractor may offer an increase in discount throughout the life of the contract.

5.2.2. **Evaluation pricing as listed in the Evaluation Pricing Sheet (Required at the time of proposal submittal).** Evaluation Pricing is a list of items for each category. The Contractor shall submit pricing for any of the categories that are being offered. Some categories have multiple item options, if the Contractor is submitting an offer on that category, the Contractor shall provide pricing to at least one of the items listed. The categories and equipment listed is representative of the scope of work that will be purchased under this

contract, and therefore constitutes a fair method for determining price fair and reasonable.

5.2.3. **Core Items Price List as listed in Exhibit 4 (NOT required at the time of proposal submittal).** This list will be provided to any contractor that is awarded a contract. The Core Items Price List must be submitted within Ten (10) business days of the award date. The completed Core items price list will be uploaded to the current contract. After the award of the contract, the core price list may be updated and submitted to the procurement officer once a quarter for any price changes on the core items. However the fixed discount that is listed in the pricing sheet shall remain the same. The core item prices shall not be changed more than on a quarterly basis.

Core Price List quarters shall be defined as follows:

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

6. Department's Responsibilities

6.1. The Eligible Agencies will provide final acceptance and approval of any product delivered

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 non-profit 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
- Catalog or Other Discount (if applicable)
- Net Unit Price and Total per Unit (if applicable)
- Applicable taxes
- Applicable Shipping/Freight Charges
- Total Invoice Amount Due

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

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

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

16.2.1. Commercial General Liability (CGL) – Occurrence Form

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

- 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. CONTRACTOR SELECTION FROM MULTIPLE CONTRACTS

The Department makes no guarantee as to the amount of work to be assigned to any Contractor and may exercise its option not to utilize the services requested herein. Selection will be at the sole discretion of the Department. The Department is under no financial obligation to any selected Contractor unless the Department issues a Purchase Order for a specific requirement.

20. 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.

21. CONTRACT ORDER OF PRECEDENCE

In the event of a conflict in the provisions of the Contract, as accepted by the Department and as they may be amended, the following shall prevail in the order set forth below:

- Federal Terms and Conditions;
- Special Terms and Conditions;
- Uniform Terms and Conditions;

- Statement or Scope of Work;
- Specifications;
- Attachments;
- Exhibits

22. 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.

23. 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
Core Items Price List

Core Price List

Vehicle Lubricants BPM004794

Contractor Name _____

Directions:

Contractor to provide description of proposed product under column B of this spreadsheet. This product should be the most cost effective option to the State under an awarded contract.

Column E is for pricing that is available to the general public. Pricing should be easily verifiable.

Item Description	Contractor Description of product offered	County	UOM	General Non-Contracted Public Pricing
Diesel Fuel Additive Cold Weather Anti-Gel		Mohave		
Diesel Fuel Additive Cold Weather Anti-Gel		Coconino		
Diesel Fuel Additive Cold Weather Anti-Gel		Navajo		
Diesel Fuel Additive Cold Weather Anti-Gel		Apache		
Diesel Fuel Additive Cold Weather Anti-Gel		Yavapai		
Diesel Fuel Additive Cold Weather Anti-Gel		Gila		
Diesel Fuel Additive Cold Weather Anti-Gel		La Paz		
Diesel Fuel Additive Cold Weather Anti-Gel		Maricopa		
Diesel Fuel Additive Cold Weather Anti-Gel		Pinal		
Diesel Fuel Additive Cold Weather Anti-Gel		Graham		
Diesel Fuel Additive Cold Weather Anti-Gel		Greenlee		
Diesel Fuel Additive Cold Weather Anti-Gel		Yuma		
Diesel Fuel Additive Cold Weather Anti-Gel		Pima		
Diesel Fuel Additive Cold Weather Anti-Gel		Cochise		
Diesel Fuel Additive Cold Weather Anti-Gel		Santa Cruz		

EXHIBIT 4
Core Items Price List

Fluid, Transmission Dexron3/Mercon		Mohave	
Fluid, Transmission Dexron3/Mercon		Coconino	
Fluid, Transmission Dexron3/Mercon		Navajo	
Fluid, Transmission Dexron3/Mercon		Apache	
Fluid, Transmission Dexron3/Mercon		Yavapai	
Fluid, Transmission Dexron3/Mercon		Gila	
Fluid, Transmission Dexron3/Mercon		La Paz	
Fluid, Transmission Dexron3/Mercon		Maricopa	
Fluid, Transmission Dexron3/Mercon		Pinal	
Fluid, Transmission Dexron3/Mercon		Graham	
Fluid, Transmission Dexron3/Mercon		Greenlee	
Fluid, Transmission Dexron3/Mercon		Yuma	
Fluid, Transmission Dexron3/Mercon		Pima	
Fluid, Transmission Dexron3/Mercon		Cochise	
Fluid, Transmission Dexron3/Mercon		Santa Cruz	
Fluid, Transmission - Full Synthetic Mercon 5		Mohave	
Fluid, Transmission - Full Synthetic Mercon 5		Coconino	
Fluid, Transmission - Full Synthetic Mercon 5		Navajo	
Fluid, Transmission - Full Synthetic Mercon 5		Apache	
Fluid, Transmission - Full Synthetic Mercon 5		Yavapai	
Fluid, Transmission - Full Synthetic Mercon 5		Gila	
Fluid, Transmission - Full Synthetic Mercon 5		La Paz	
Fluid, Transmission - Full Synthetic Mercon 5		Maricopa	
Fluid, Transmission - Full Synthetic Mercon 5		Pinal	
Fluid, Transmission - Full Synthetic Mercon 5		Graham	
Fluid, Transmission - Full Synthetic Mercon 5		Greenlee	
Fluid, Transmission - Full Synthetic Mercon 5		Yuma	
Fluid, Transmission - Full Synthetic Mercon 5		Pima	

EXHIBIT 4
Core Items Price List

Fluid, Transmission - Full Synthetic Mercon 5		Cochise		
Fluid, Transmission - Full Synthetic Mercon 5		Santa Cruz		
Fluid, Transmission - Full Synthetic Mercon LV		Mohave		
Fluid, Transmission - Full Synthetic Mercon LV		Coconino		
Fluid, Transmission - Full Synthetic Mercon LV		Navajo		
Fluid, Transmission - Full Synthetic Mercon LV		Apache		
Fluid, Transmission - Full Synthetic Mercon LV		Yavapai		
Fluid, Transmission - Full Synthetic Mercon LV		Gila		
Fluid, Transmission - Full Synthetic Mercon LV		La Paz		
Fluid, Transmission - Full Synthetic Mercon LV		Maricopa		
Fluid, Transmission - Full Synthetic Mercon LV		Pinal		
Fluid, Transmission - Full Synthetic Mercon LV		Graham		
Fluid, Transmission - Full Synthetic Mercon LV		Greenlee		
Fluid, Transmission - Full Synthetic Mercon LV		Yuma		
Fluid, Transmission - Full Synthetic Mercon LV		Pima		
Fluid, Transmission - Full Synthetic Mercon LV		Cochise		
Fluid, Transmission - Full Synthetic Mercon LV		Santa Cruz		
Fluid, Transmission - Full Synthetic Dexron LV		Mohave		
Fluid, Transmission - Full Synthetic Dexron LV		Coconino		
Fluid, Transmission - Full Synthetic Dexron LV		Navajo		
Fluid, Transmission - Full Synthetic Dexron LV		Apache		
Fluid, Transmission - Full Synthetic Dexron LV		Yavapai		
Fluid, Transmission - Full Synthetic Dexron LV		Gila		
Fluid, Transmission - Full Synthetic Dexron LV		La Paz		
Fluid, Transmission - Full Synthetic Dexron LV		Maricopa		
Fluid, Transmission - Full Synthetic Dexron LV		Pinal		
Fluid, Transmission - Full Synthetic Dexron LV		Graham		
Fluid, Transmission - Full Synthetic Dexron LV		Greenlee		
Fluid, Transmission - Full Synthetic Dexron LV		Yuma		
Fluid, Transmission - Full Synthetic Dexron LV		Pima		
Fluid, Transmission - Full Synthetic Dexron LV		Cochise		

EXHIBIT 4
Core Items Price List

Fluid, Transmission - Full Synthetic Dexron IV		Santa Cruz		
Fluid, Transmission - Full Synthetic Dexron IV		Mohave		
Fluid, Transmission - Full Synthetic ATF4		Coconino		
Fluid, Transmission - Full Synthetic ATF4		Navajo		
Fluid, Transmission - Full Synthetic ATF4		Apache		
Fluid, Transmission - Full Synthetic ATF4		Yavapai		
Fluid, Transmission - Full Synthetic ATF4		Gila		
Fluid, Transmission - Full Synthetic ATF4		La Paz		
Fluid, Transmission - Full Synthetic ATF4		Maricopa		
Fluid, Transmission - Full Synthetic ATF4		Pinal		
Fluid, Transmission - Full Synthetic ATF4		Graham		
Fluid, Transmission - Full Synthetic ATF4		Greenlee		
Fluid, Transmission - Full Synthetic ATF4		Yuma		
Fluid, Transmission - Full Synthetic ATF4		Pima		
Fluid, Transmission - Full Synthetic ATF4		Cochise		
Fluid, Transmission - Full Synthetic ATF4		Santa Cruz		
Oil, Heat Transfer		Mohave		
Oil, Heat Transfer		Coconino		
Oil, Heat Transfer		Navajo		
Oil, Heat Transfer		Apache		
Oil, Heat Transfer		Yavapai		
Oil, Heat Transfer		Gila		
Oil, Heat Transfer		La Paz		
Oil, Heat Transfer		Maricopa		
Oil, Heat Transfer		Pinal		
Oil, Heat Transfer		Graham		
Oil, Heat Transfer		Greenlee		
Oil, Heat Transfer		Yuma		
Oil, Heat Transfer		Pima		
Oil, Heat Transfer		Cochise		
Oil, Heat Transfer		Santa Cruz		

EXHIBIT 4
Core Items Price List

Oil, Hydraulic AW 32		Mohave		
Oil, Hydraulic AW 32		Coconino		
Oil, Hydraulic AW 32		Navajo		
Oil, Hydraulic AW 32		Apache		
Oil, Hydraulic AW 32		Yavapai		
Oil, Hydraulic AW 32		Gila		
Oil, Hydraulic AW 32		La Paz		
Oil, Hydraulic AW 32		Maricopa		
Oil, Hydraulic AW 32		Pinal		
Oil, Hydraulic AW 32		Graham		
Oil, Hydraulic AW 32		Greenlee		
Oil, Hydraulic AW 32		Yuma		
Oil, Hydraulic AW 32		Pima		
Oil, Hydraulic AW 32		Cochise		
Oil, Hydraulic AW 32		Santa Cruz		
Oil, Hydraulic AW 46		Mohave		
Oil, Hydraulic AW 46		Coconino		
Oil, Hydraulic AW 46		Navajo		
Oil, Hydraulic AW 46		Apache		
Oil, Hydraulic AW 46		Yavapai		
Oil, Hydraulic AW 46		Gila		
Oil, Hydraulic AW 46		La Paz		
Oil, Hydraulic AW 46		Maricopa		
Oil, Hydraulic AW 46		Pinal		
Oil, Hydraulic AW 46		Graham		
Oil, Hydraulic AW 46		Greenlee		
Oil, Hydraulic AW 46		Yuma		
Oil, Hydraulic AW 46		Pima		
Oil, Hydraulic AW 46		Cochise		
Oil, Hydraulic AW 46		Santa Cruz		
Oil, Hydraulic AW 68		Mohave		

EXHIBIT 4
Core Items Price List

Oil, Hydraulic AW 68		Coconino	
Oil, Hydraulic AW 68		Navajo	
Oil, Hydraulic AW 68		Apache	
Oil, Hydraulic AW 68		Yavapai	
Oil, Hydraulic AW 68		Gila	
Oil, Hydraulic AW 68		La Paz	
Oil, Hydraulic AW 68		Maricopa	
Oil, Hydraulic AW 68		Pinal	
Oil, Hydraulic AW 68		Graham	
Oil, Hydraulic AW 68		Greenlee	
Oil, Hydraulic AW 68		Yuma	
Oil, Hydraulic AW 68		Pima	
Oil, Hydraulic AW 68		Cochise	
Oil, Hydraulic AW 68		Santa Cruz	
Oil, Multi Vis 5W-20		Mohave	
Oil, Multi Vis 5W-20		Coconino	
Oil, Multi Vis 5W-20		Navajo	
Oil, Multi Vis 5W-20		Apache	
Oil, Multi Vis 5W-20		Yavapai	
Oil, Multi Vis 5W-20		Gila	
Oil, Multi Vis 5W-20		La Paz	
Oil, Multi Vis 5W-20		Maricopa	
Oil, Multi Vis 5W-20		Pinal	
Oil, Multi Vis 5W-20		Graham	
Oil, Multi Vis 5W-20		Greenlee	
Oil, Multi Vis 5W-20		Yuma	
Oil, Multi Vis 5W-20		Pima	
Oil, Multi Vis 5W-20		Cochise	
Oil, Multi Vis 5W-20		Santa Cruz	
Oil, Multi Vis 5W-30		Mohave	
Oil, Multi Vis 5W-30		Coconino	

EXHIBIT 4
Core Items Price List

Oil, Multi Vis 5W-30		Navajo		
Oil, Multi Vis 5W-30		Apache		
Oil, Multi Vis 5W-30		Yavapai		
Oil, Multi Vis 5W-30		Gila		
Oil, Multi Vis 5W-30		La Paz		
Oil, Multi Vis 5W-30		Maricopa		
Oil, Multi Vis 5W-30		Pinal		
Oil, Multi Vis 5W-30		Graham		
Oil, Multi Vis 5W-30		Greenlee		
Oil, Multi Vis 5W-30		Yuma		
Oil, Multi Vis 5W-30		Pima		
Oil, Multi Vis 5W-30		Cochise		
Oil, Multi Vis 5W-30		Santa Cruz		
Oil, Multi Vis 15W-40		Mohave		
Oil, Multi Vis 15W-40		Coconino		
Oil, Multi Vis 15W-40		Navajo		
Oil, Multi Vis 15W-40		Apache		
Oil, Multi Vis 15W-40		Yavapai		
Oil, Multi Vis 15W-40		Gila		
Oil, Multi Vis 15W-40		La Paz		
Oil, Multi Vis 15W-40		Maricopa		
Oil, Multi Vis 15W-40		Pinal		
Oil, Multi Vis 15W-40		Graham		
Oil, Multi Vis 15W-40		Greenlee		
Oil, Multi Vis 15W-40		Yuma		
Oil, Multi Vis 15W-40		Pima		
Oil, Multi Vis 15W-40		Cochise		
Oil, Multi Vis 15W-40		Santa Cruz		
Oil, Multi Vis 5w-20 Dexos		Mohave		
Oil, Multi Vis 5w-20 Dexos		Coconino		
Oil, Multi Vis 5w-20 Dexos		Navajo		

EXHIBIT 4
Core Items Price List

Oil, Multi Vis 5w-20 Dexos		Apache		
Oil, Multi Vis 5w-20 Dexos		Yavapai		
Oil, Multi Vis 5w-20 Dexos		Gila		
Oil, Multi Vis 5w-20 Dexos		La Paz		
Oil, Multi Vis 5w-20 Dexos		Maricopa		
Oil, Multi Vis 5w-20 Dexos		Pinal		
Oil, Multi Vis 5w-20 Dexos		Graham		
Oil, Multi Vis 5w-20 Dexos		Greenlee		
Oil, Multi Vis 5w-20 Dexos		Yuma		
Oil, Multi Vis 5w-20 Dexos		Pima		
Oil, Multi Vis 5w-20 Dexos		Cochise		
Oil, Multi Vis 5w-20 Dexos		Santa Cruz		
Oil, Multi Vis 5w-30 Dexos		Mohave		
Oil, Multi Vis 5w-30 Dexos		Coconino		
Oil, Multi Vis 5w-30 Dexos		Navajo		
Oil, Multi Vis 5w-30 Dexos		Apache		
Oil, Multi Vis 5w-30 Dexos		Yavapai		
Oil, Multi Vis 5w-30 Dexos		Gila		
Oil, Multi Vis 5w-30 Dexos		La Paz		
Oil, Multi Vis 5w-30 Dexos		Maricopa		
Oil, Multi Vis 5w-30 Dexos		Pinal		
Oil, Multi Vis 5w-30 Dexos		Graham		
Oil, Multi Vis 5w-30 Dexos		Greenlee		
Oil, Multi Vis 5w-30 Dexos		Yuma		
Oil, Multi Vis 5w-30 Dexos		Pima		
Oil, Multi Vis 5w-30 Dexos		Cochise		
Oil, Multi Vis 5w-30 Dexos		Santa Cruz		
Oil, Multi Vis 0w-20 Dexos		Mohave		
Oil, Multi Vis 0w-20 Dexos		Coconino		
Oil, Multi Vis 0w-20 Dexos		Navajo		
Oil, Multi Vis 0w-20 Dexos		Apache		

EXHIBIT 4
Core Items Price List

Oil, Multi Vis 0w-20 Dexos		Yavapai		
Oil, Multi Vis 0w-20 Dexos		Gila		
Oil, Multi Vis 0w-20 Dexos		La Paz		
Oil, Multi Vis 0w-20 Dexos		Maricopa		
Oil, Multi Vis 0w-20 Dexos		Pinal		
Oil, Multi Vis 0w-20 Dexos		Graham		
Oil, Multi Vis 0w-20 Dexos		Greenlee		
Oil, Multi Vis 0w-20 Dexos		Yuma		
Oil, Multi Vis 0w-20 Dexos		Pima		
Oil, Multi Vis 0w-20 Dexos		Cochise		
Oil, Multi Vis 0w-20 Dexos		Santa Cruz		
Oil, Multi Vis 10w-30 LE CJ-4		Mohave		
Oil, Multi Vis 10w-30 LE CJ-4		Coconino		
Oil, Multi Vis 10w-30 LE CJ-4		Navajo		
Oil, Multi Vis 10w-30 LE CJ-4		Apache		
Oil, Multi Vis 10w-30 LE CJ-4		Yavapai		
Oil, Multi Vis 10w-30 LE CJ-4		Gila		
Oil, Multi Vis 10w-30 LE CJ-4		La Paz		
Oil, Multi Vis 10w-30 LE CJ-4		Maricopa		
Oil, Multi Vis 10w-30 LE CJ-4		Pinal		
Oil, Multi Vis 10w-30 LE CJ-4		Graham		
Oil, Multi Vis 10w-30 LE CJ-4		Greenlee		
Oil, Multi Vis 10w-30 LE CJ-4		Yuma		
Oil, Multi Vis 10w-30 LE CJ-4		Pima		
Oil, Multi Vis 10w-30 LE CJ-4		Cochise		
Oil, Multi Vis 10w-30 LE CJ-4		Santa Cruz		
Oil, Multi Vis 15w-40 LE CJ-4		Mohave		
Oil, Multi Vis 15w-40 LE CJ-4		Coconino		
Oil, Multi Vis 15w-40 LE CJ-4		Navajo		
Oil, Multi Vis 15w-40 LE CJ-4		Apache		
Oil, Multi Vis 15w-40 LE CJ-4		Yavapai		

EXHIBIT 4
Core Items Price List

Oil, Multi Vis 15W-40 LE CJ-4		Gila	
Oil, Multi Vis 15W-40 LE CJ-4		La Paz	
Oil, Multi Vis 15W-40 LE CJ-4		Maricopa	
Oil, Multi Vis 15W-40 LE CJ-4		Pinal	
Oil, Multi Vis 15W-40 LE CJ-4		Graham	
Oil, Multi Vis 15W-40 LE CJ-4		Greenlee	
Oil, Multi Vis 15W-40 LE CJ-4		Yuma	
Oil, Multi Vis 15W-40 LE CJ-4		Pima	
Oil, Multi Vis 15W-40 LE CJ-4		Cochise	
Oil, Multi Vis 15W-40 LE CJ-4		Santa Cruz	
Oil, Multi Vis - Full Synthetic 5W-20		Mohave	
Oil, Multi Vis - Full Synthetic 5W-20		Coconino	
Oil, Multi Vis - Full Synthetic 5W-20		Navajo	
Oil, Multi Vis - Full Synthetic 5W-20		Apache	
Oil, Multi Vis - Full Synthetic 5W-20		Yavapai	
Oil, Multi Vis - Full Synthetic 5W-20		Gila	
Oil, Multi Vis - Full Synthetic 5W-20		La Paz	
Oil, Multi Vis - Full Synthetic 5W-20		Maricopa	
Oil, Multi Vis - Full Synthetic 5W-20		Pinal	
Oil, Multi Vis - Full Synthetic 5W-20		Graham	
Oil, Multi Vis - Full Synthetic 5W-20		Greenlee	
Oil, Multi Vis - Full Synthetic 5W-20		Yuma	
Oil, Multi Vis - Full Synthetic 5W-20		Pima	
Oil, Multi Vis - Full Synthetic 5W-20		Cochise	
Oil, Multi Vis - Full Synthetic 5W-20		Santa Cruz	
Oil, Multi Vis - Full Synthetic 5W-30		Mohave	
Oil, Multi Vis - Full Synthetic 5W-30		Coconino	
Oil, Multi Vis - Full Synthetic 5W-30		Navajo	
Oil, Multi Vis - Full Synthetic 5W-30		Apache	
Oil, Multi Vis - Full Synthetic 5W-30		Yavapai	
Oil, Multi Vis - Full Synthetic 5W-30		Gila	

EXHIBIT 4
Core Items Price List

Oil, Multi Vis - Full Synthetic 5W-30		La Paz	
Oil, Multi Vis - Full Synthetic 5W-30		Maricopa	
Oil, Multi Vis - Full Synthetic 5W-30		Pinal	
Oil, Multi Vis - Full Synthetic 5W-30		Graham	
Oil, Multi Vis - Full Synthetic 5W-30		Greenlee	
Oil, Multi Vis - Full Synthetic 5W-30		Yuma	
Oil, Multi Vis - Full Synthetic 5W-30		Pima	
Oil, Multi Vis - Full Synthetic 5W-30		Cochise	
Oil, Multi Vis - Full Synthetic 5W-30		Santa Cruz	
Oil, Multi Vis - Full Synthetic 5W-40		Mohave	
Oil, Multi Vis - Full Synthetic 5W-40		Coconino	
Oil, Multi Vis - Full Synthetic 5W-40		Navajo	
Oil, Multi Vis - Full Synthetic 5W-40		Apache	
Oil, Multi Vis - Full Synthetic 5W-40		Yavapai	
Oil, Multi Vis - Full Synthetic 5W-40		Gila	
Oil, Multi Vis - Full Synthetic 5W-40		La Paz	
Oil, Multi Vis - Full Synthetic 5W-40		Maricopa	
Oil, Multi Vis - Full Synthetic 5W-40		Pinal	
Oil, Multi Vis - Full Synthetic 5W-40		Graham	
Oil, Multi Vis - Full Synthetic 5W-40		Greenlee	
Oil, Multi Vis - Full Synthetic 5W-40		Yuma	
Oil, Multi Vis - Full Synthetic 5W-40		Pima	
Oil, Multi Vis - Full Synthetic 5W-40		Cochise	
Oil, Multi Vis - Full Synthetic 5W-40		Santa Cruz	
Oil, Multi Vis - Full Synthetic 0W-20		Mohave	
Oil, Multi Vis - Full Synthetic 0W-20		Coconino	
Oil, Multi Vis - Full Synthetic 0W-20		Navajo	
Oil, Multi Vis - Full Synthetic 0W-20		Apache	
Oil, Multi Vis - Full Synthetic 0W-20		Yavapai	
Oil, Multi Vis - Full Synthetic 0W-20		Gila	
Oil, Multi Vis - Full Synthetic 0W-20		La Paz	

EXHIBIT 4
Core Items Price List

Oil, Multi Vis - Full Synthetic 0W-20		Maricopa		
Oil, Multi Vis - Full Synthetic 0W-20		Pinal		
Oil, Multi Vis - Full Synthetic 0W-20		Graham		
Oil, Multi Vis - Full Synthetic 0W-20		Greenlee		
Oil, Multi Vis - Full Synthetic 0W-20		Yuma		
Oil, Multi Vis - Full Synthetic 0W-20		Pima		
Oil, Multi Vis - Full Synthetic 0W-20		Cochise		
Oil, Multi Vis - Full Synthetic 0W-20		Santa Cruz		
Oil, Multi Vis - Full Synthetic 5W20		Mohave		
Oil, Multi Vis - Full Synthetic 5W20		Coconino		
Oil, Multi Vis - Full Synthetic 5W20		Navajo		
Oil, Multi Vis - Full Synthetic 5W20		Apache		
Oil, Multi Vis - Full Synthetic 5W20		Yavapai		
Oil, Multi Vis - Full Synthetic 5W20		Gila		
Oil, Multi Vis - Full Synthetic 5W20		La Paz		
Oil, Multi Vis - Full Synthetic 5W20		Maricopa		
Oil, Multi Vis - Full Synthetic 5W20		Pinal		
Oil, Multi Vis - Full Synthetic 5W20		Graham		
Oil, Multi Vis - Full Synthetic 5W20		Greenlee		
Oil, Multi Vis - Full Synthetic 5W20		Yuma		
Oil, Multi Vis - Full Synthetic 5W20		Pima		
Oil, Multi Vis - Full Synthetic 5W20		Cochise		
Oil, Multi Vis - Full Synthetic 5W20		Santa Cruz		
Oil, Multi Vis - Full Synthetic 5W30		Mohave		
Oil, Multi Vis - Full Synthetic 5W30		Coconino		
Oil, Multi Vis - Full Synthetic 5W30		Navajo		
Oil, Multi Vis - Full Synthetic 5W30		Apache		
Oil, Multi Vis - Full Synthetic 5W30		Yavapai		
Oil, Multi Vis - Full Synthetic 5W30		Gila		
Oil, Multi Vis - Full Synthetic 5W30		La Paz		
Oil, Multi Vis - Full Synthetic 5W30		Maricopa		

EXHIBIT 4
Core Items Price List

Oil, Multi Vis - Full Synthetic 5W30		Pinal		
Oil, Multi Vis - Full Synthetic 5W30		Graham		
Oil, Multi Vis - Full Synthetic 5W30		Greenlee		
Oil, Multi Vis - Full Synthetic 5W30		Yuma		
Oil, Multi Vis - Full Synthetic 5W30		Pima		
Oil, Multi Vis - Full Synthetic 5W30		Cochise		
Oil, Multi Vis - Full Synthetic 5W30		Santa Cruz		
Oil, Single Grade 30 WT		Mohave		
Oil, Single Grade 30 WT		Coconino		
Oil, Single Grade 30 WT		Navajo		
Oil, Single Grade 30 WT		Apache		
Oil, Single Grade 30 WT		Yavapai		
Oil, Single Grade 30 WT		Gila		
Oil, Single Grade 30 WT		La Paz		
Oil, Single Grade 30 WT		Maricopa		
Oil, Single Grade 30 WT		Pinal		
Oil, Single Grade 30 WT		Graham		
Oil, Single Grade 30 WT		Greenlee		
Oil, Single Grade 30 WT		Yuma		
Oil, Single Grade 30 WT		Pima		
Oil, Single Grade 30 WT		Cochise		
Oil, Single Grade 30 WT		Santa Cruz		
Oil, Single Grade 40 WT		Mohave		
Oil, Single Grade 40 WT		Coconino		
Oil, Single Grade 40 WT		Navajo		
Oil, Single Grade 40 WT		Apache		
Oil, Single Grade 40 WT		Yavapai		
Oil, Single Grade 40 WT		Gila		
Oil, Single Grade 40 WT		La Paz		
Oil, Single Grade 40 WT		Maricopa		
Oil, Single Grade 40 WT		Pinal		

EXHIBIT 4
Core Items Price List

Oil, Single Grade 40 WT		Graham		
Oil, Single Grade 40 WT		Greenlee		
Oil, Single Grade 40 WT		Yuma		
Oil, Single Grade 40 WT		Pima		
Oil, Single Grade 40 WT		Cochise		
Oil, Single Grade 40 WT		Santa Cruz		
Oil, Single Grade 50 WT		Mohave		
Oil, Single Grade 50 WT		Coconino		
Oil, Single Grade 50 WT		Navajo		
Oil, Single Grade 50 WT		Apache		
Oil, Single Grade 50 WT		Yavapai		
Oil, Single Grade 50 WT		Gila		
Oil, Single Grade 50 WT		La Paz		
Oil, Single Grade 50 WT		Maricopa		
Oil, Single Grade 50 WT		Pinal		
Oil, Single Grade 50 WT		Graham		
Oil, Single Grade 50 WT		Greenlee		
Oil, Single Grade 50 WT		Yuma		
Oil, Single Grade 50 WT		Pima		
Oil, Single Grade 50 WT		Cochise		
Oil, Single Grade 50 WT		Santa Cruz		
Oil, Single Grade 10 WT Non-Detergent		Mohave		
Oil, Single Grade 10 WT Non-Detergent		Coconino		
Oil, Single Grade 10 WT Non-Detergent		Navajo		
Oil, Single Grade 10 WT Non-Detergent		Apache		
Oil, Single Grade 10 WT Non-Detergent		Yavapai		
Oil, Single Grade 10 WT Non-Detergent		Gila		
Oil, Single Grade 10 WT Non-Detergent		La Paz		
Oil, Single Grade 10 WT Non-Detergent		Maricopa		
Oil, Single Grade 10 WT Non-Detergent		Pinal		
Oil, Single Grade 10 WT Non-Detergent		Graham		

EXHIBIT 4
Core Items Price List

Oil, Single Grade 10 WT Non-Detergent		Greenlee		
Oil, Single Grade 10 WT Non-Detergent		Yuma		
Oil, Single Grade 10 WT Non-Detergent		Pima		
Oil, Single Grade 10 WT Non-Detergent		Cochise		
Oil, Single Grade 10 WT Non-Detergent		Santa Cruz		
Oil, Single Grade 30 WT Non-Detergent		Mohave		
Oil, Single Grade 30 WT Non-Detergent		Coconino		
Oil, Single Grade 30 WT Non-Detergent		Navajo		
Oil, Single Grade 30 WT Non-Detergent		Apache		
Oil, Single Grade 30 WT Non-Detergent		Yavapai		
Oil, Single Grade 30 WT Non-Detergent		Gila		
Oil, Single Grade 30 WT Non-Detergent		La Paz		
Oil, Single Grade 30 WT Non-Detergent		Maricopa		
Oil, Single Grade 30 WT Non-Detergent		Pinal		
Oil, Single Grade 30 WT Non-Detergent		Graham		
Oil, Single Grade 30 WT Non-Detergent		Greenlee		
Oil, Single Grade 30 WT Non-Detergent		Yuma		
Oil, Single Grade 30 WT Non-Detergent		Pima		
Oil, Single Grade 30 WT Non-Detergent		Cochise		
Oil, Single Grade 30 WT Non-Detergent		Santa Cruz		
Oil, Two Cycle Blend ATV/Motorcycle 10W-30 Synthetic		Mohave		
Oil, Two Cycle Blend ATV/Motorcycle 10W-30 Synthetic		Coconino		
Oil, Two Cycle Blend ATV/Motorcycle 10W-30 Synthetic		Navajo		
Oil, Two Cycle Blend ATV/Motorcycle 10W-30 Synthetic		Apache		
Oil, Two Cycle Blend ATV/Motorcycle 10W-30 Synthetic		Yavapai		
Oil, Two Cycle Blend ATV/Motorcycle 10W-30 Synthetic		Gila		
Oil, Two Cycle Blend ATV/Motorcycle 10W-30 Synthetic		La Paz		

EXHIBIT 4
Core Items Price List

Oil, Two Cycle Blend ATV/Motorcycle 10W-30 Synthetic	Maricopa		
Oil, Two Cycle Blend ATV/Motorcycle 10W-30 Synthetic	Pinal		
Oil, Two Cycle Blend ATV/Motorcycle 10W-30 Synthetic	Graham		
Oil, Two Cycle Blend ATV/Motorcycle 10W-30 Synthetic	Greenlee		
Oil, Two Cycle Blend ATV/Motorcycle 10W-30 Synthetic	Yuma		
Oil, Two Cycle Blend ATV/Motorcycle 10W-30 Synthetic	Pima		
Oil, Two Cycle Blend ATV/Motorcycle 10W-30 Synthetic	Cochise		
Oil, Two Cycle Blend ATV/Motorcycle 10W-30 Synthetic	Santa Cruz		
Oil, Two Cycle Blend ATV/Motorcycle 10W-40 Synthetic	Mohave		
Oil, Two Cycle Blend ATV/Motorcycle 10W-40 Synthetic	Coconino		
Oil, Two Cycle Blend ATV/Motorcycle 10W-40 Synthetic	Navajo		
Oil, Two Cycle Blend ATV/Motorcycle 10W-40 Synthetic	Apache		
Oil, Two Cycle Blend ATV/Motorcycle 10W-40 Synthetic	Yavapai		
Oil, Two Cycle Blend ATV/Motorcycle 10W-40 Synthetic	Gila		
Oil, Two Cycle Blend ATV/Motorcycle 10W-40 Synthetic	La Paz		
Oil, Two Cycle Blend ATV/Motorcycle 10W-40 Synthetic	Maricopa		
Oil, Two Cycle Blend ATV/Motorcycle 10W-40 Synthetic	Pinal		
Oil, Two Cycle Blend ATV/Motorcycle 10W-40 Synthetic	Graham		
Oil, Two Cycle Blend ATV/Motorcycle 10W-40 Synthetic	Greenlee		
Oil, Two Cycle Blend ATV/Motorcycle 10W-40 Synthetic	Yuma		
Oil, Two Cycle Blend ATV/Motorcycle 10W-40 Synthetic	Pima		
Oil, Two Cycle Blend ATV/Motorcycle 10W-40 Synthetic	Cochise		

EXHIBIT 4
Core Items Price List

Oil, Two Cycle Blend ATV/Motorcycle 10W-50 Synthetic		Mohave		
Oil, Two Cycle Blend ATV/Motorcycle 10W-50 Synthetic		Coconino		
Oil, Two Cycle Blend ATV/Motorcycle 10W-50 Synthetic		Navajo		
Oil, Two Cycle Blend ATV/Motorcycle 10W-50 Synthetic		Apache		
Oil, Two Cycle Blend ATV/Motorcycle 10W-50 Synthetic		Yavapai		
Oil, Two Cycle Blend ATV/Motorcycle 10W-50 Synthetic		Gila		
Oil, Two Cycle Blend ATV/Motorcycle 10W-50 Synthetic		La Paz		
Oil, Two Cycle Blend ATV/Motorcycle 10W-50 Synthetic		Maricopa		
Oil, Two Cycle Blend ATV/Motorcycle 10W-50 Synthetic		Pinal		
Oil, Two Cycle Blend ATV/Motorcycle 10W-50 Synthetic		Graham		
Oil, Two Cycle Blend ATV/Motorcycle 10W-50 Synthetic		Greenlee		
Oil, Two Cycle Blend ATV/Motorcycle 10W-50 Synthetic		Yuma		
Oil, Two Cycle Blend ATV/Motorcycle 10W-50 Synthetic		Pima		
Oil, Two Cycle Blend ATV/Motorcycle 10W-50 Synthetic		Cochise		
Oil, Two Cycle Blend ATV/Motorcycle 10W-50 Synthetic		Santa Cruz		
Oil, Two Cycle Blend ATV/Motorcycle 20W-50 Synthetic		Mohave		
Oil, Two Cycle Blend ATV/Motorcycle 20W-50 Synthetic		Coconino		
Oil, Two Cycle Blend ATV/Motorcycle 20W-50 Synthetic		Navajo		
Oil, Two Cycle Blend ATV/Motorcycle 20W-50 Synthetic		Apache		
Oil, Two Cycle Blend ATV/Motorcycle 20W-50 Synthetic		Yavapai		
Oil, Two Cycle Blend ATV/Motorcycle 20W-50 Synthetic		Gila		
Oil, Two Cycle Blend ATV/Motorcycle 20W-50 Synthetic		La Paz		

EXHIBIT 4
Core Items Price List

Oil, Two Cycle Blend ATV/Motorcycle 20w-50 Synthetic		Maricopa		
Oil, Two Cycle Blend ATV/Motorcycle 20w-50 Synthetic		Pinal		
Oil, Two Cycle Blend ATV/Motorcycle 20w-50 Synthetic		Graham		
Oil, Two Cycle Blend ATV/Motorcycle 20w-50 Synthetic		Greenlee		
Oil, Two Cycle Blend ATV/Motorcycle 20w-50 Synthetic		Yuma		
Oil, Two Cycle Blend ATV/Motorcycle 20w-50 Synthetic		Pima		
Oil, Two Cycle Blend ATV/Motorcycle 20w-50 Synthetic		Cochise		
Oil, Two Cycle Blend ATV/Motorcycle 20w-50 Synthetic		Santa Cruz		
Oil, Gear Oil				
Oil, Gear Oil		Mohave		
Oil, Gear Oil		Coconino		
Oil, Gear Oil		Navajo		
Oil, Gear Oil		Apache		
Oil, Gear Oil		Yavapai		
Oil, Gear Oil		Gila		
Oil, Gear Oil		La Paz		
Oil, Gear Oil		Maricopa		
Oil, Gear Oil		Pinal		
Oil, Gear Oil		Graham		
Oil, Gear Oil		Greenlee		
Oil, Gear Oil		Yuma		
Oil, Gear Oil		Pima		
Oil, Gear Oil		Cochise		
Oil, Gear Oil		Santa Cruz		



License Number: 0691493
Issue Date: 09/02/2004

USE FUEL VENDOR

Issued under ARS Title 28, Chapter 16, Article 1

Colorado Petroleum Products Co. dba Arizona Petroleum Products
1015 S. Cherry
Tucson, AZ 85719

To engage in operations in the State of Arizona as a vendor of
Use Fuel



SEP 09 2008

Authorized Signature



- General Info.
- Sourcing
- Contracts
- Quarterly Reports
- Catalogs
- Orders
- Invoicing
- Performance

JERRY K.

< > ☆ **Company Info COLORADO PETROLEUM (UNITED STATES / Arizona / PHOENIX)** 🔍 Search

Save | |

Expected date format: M/d/yyyy

Supplier Expired Documents

Basic Company Info

Supplier ID: **W0000000779** CR approved or in Progress

Registration Type: Non-US US

DBA: **ARIZONA PETROLEUM** en

Legal Name: **COLORADO PETROLEUM** MWBE Categories:

Freight Terms: Freight Prepaid Year of creation: 1927

DUN's #: NAICS Code

Web Site: www.colopetro.com State of Incorporation: Colorado

[Site map][Legal mentions]

ACKNOWLEDGEMENTS

TIN Certification Statement Under Penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).

Citizenship Statement Under Penalties of perjury, I certify that I am a U.S. citizen or other U.S. person. See IRS W-9 for definition of other U.S. person

Backup Withholding Statement Under Penalties of perjury, I certify that I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the

Tax Information

TIN Type: EIN Foreign Tax# SSN/ITIN/ATIN

EIN #: **84-0173710**

ENTITY INFORMATION

Search Date and Time: 5/4/2023 11:45:17 AM

Entity Details

COLORADO PETROLEUM PRODUCTS COMPANY

Entity Name:

F00512068

Entity ID:

Foreign For-Profit (Business) Corporation

Entity Type:

Active

Entity Status:

12/22/1988

Formation Date:

In Good Standing

Reason for Status:

12/22/1988

Approval Date:

9/11/2019

Status Date:

12/22/1988

Original Incorporation Date:

Perpetual

Life Period:

Privacy Policy (<http://azcc.gov/privacy-policy>) | Contact Us (<http://azcc.gov/corporations/corporation-contacts>)

Wholesale Trade

Business Type:

Last Annual Report Filed:

2022

Domicile State:

Colorado

Annual Report Due Date:

9/22/2023

Years Due:

Original Publish Date:

3/2/1989

Statutory Agent Information

Name:

GERALD KACHENKO

Appointed Status:

Active

Attention:

Address:

1015 S CHERRY , TUCSON, AZ 85719, USA

Agent Last Updated:

6/24/2022

E-mail:

Attention:

Mailing Address:

County:

Pima

Principal Information

Title	Name	Attention	Address	Date of Taking Office	Last Updated
Director	TERRANCE THOMOSON		5590 HIGH STREET, DENVER, CO, 80216, Denver County, USA	7/1/1971	9/11/2019
Director	CLARK THOMPSON		5590 HIGH STREET, DENVER, CO, 80216, Denver County, USA	7/1/1971	9/11/2019
Shareholder	CLARK THOMPSON		NOT REQUIRED, NOT REQUIRED, XXXXX	12/31/9999	8/1/2017
Shareholder	TERRANCE THOMPSON		NOT REQUIRED, NOT REQUIRED, XXXXX	12/31/9999	8/1/2017
President/CEO	CLARK THOMPSON		5590 HIGH STREET, DENVER, CO, 80216, Denver County, USA	7/1/1971	9/11/2019

Go to Page

Address ?

Attention: % GERALD KACHENKO

Address: 1015 S CHERRY, TUCSON, AZ, 85719, USA

County: Pima

Last Updated: 6/24/2022

Entity Principal Office Address

Attention: Privacy Policy (<http://azcc.gov/privacy-policy>) | Contact Us (<http://azcc.gov/corporations/corporation-contacts>)