

LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
COCHISE PETROLEUM EQUIPMENT COMPANY, INC.

THIS LINKING AGREEMENT (this "Agreement") is entered into as of October 16, 2014, between the City of Glendale, an Arizona municipal corporation (the "City"), and The Cochise Petroleum Equipment Company, Inc., an Arizona corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On **July 20, 2010**, the **State of Arizona** entered into a contract with Contractor to purchase the goods and services described in the **Installation, Repair and Maintenance of Petroleum Storage Tank Systems, Contract No. ADSP013-038461**, which is attached hereto as **Exhibit A**. The **Installation, Repair and Maintenance of Petroleum Storage Tank Systems**, permits its cooperative use by other governmental agencies including the City. The **Installation, Repair and Maintenance of Petroleum Storage Tank Systems** is hereinafter referred as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

- 1 Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of **Exhibit B**, purchases can be made by governmental entities from

the date of award, which was **July 20, 2010**, until the date the contract expires on **July 19, 2015**, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond **July 19, 2015**.

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 hereto 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 incorporate into and are an enforceable part of this Agreement.

3. Compensation.

- a) City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise, as provided in **Exhibit B** hereto.
- b) The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed **\$25,000.00** for the entire term of this Agreement.

4. Cancellation. This Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

5. E-verify. Contractor complies with ARIZ. REV. STAT. § 23-214 and agrees to comply with the requirements of ARIZ. REV. STAT § 41-4401

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

City of Glendale  
c/o Montana Slack  
6210 W. Myrtle Avenue, Suite #111  
Glendale, Arizona 85301

and

Cochise Petroleum Equipment Company, Inc.  
c/o Jaime Krueger  
333 N. Black Canyon Highway  
Phoenix, AZ 85009  
(602) 242-8427

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

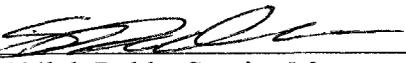
**“City”**

City of Glendale, an Arizona  
Municipal corporation

By:   
Brenda S. Fischer, City Manager

**“Contractor”**

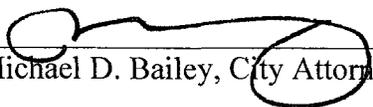
Cochise Petroleum Equipment Company, Inc.,  
an Arizona Corporation

By:   
Shiloh Ruble, Service Manager

ATTEST:

  
Pamela Hanna, City Clerk (SEAL)

Approved as to Form.

  
Michael D. Bailey, City Attorney

**EXHIBIT A**

State of Arizona Contract No. ADSP013-038461 - Installation, Repair and Maintenance of  
Petroleum Storage Tank Systems

# State of Arizona - Contract and Bid Search



## Advanced Search

Search for  Bids  Contracts/Blankets

Search Using:

Contract/Blanket #

Contract/Blanket Description

Vendor Name

Type Code

Catalog

Expiration Date (MM/DD/YYYY) From:  To:

Search Fields

Item Description

Organization

Department

NIGP Class

NIGP Item

Commodity Code

Include Expired

PO Type

Buyer

Bid #



## Results

Contract/Blankets #	Bid #	Description	Vendor Name	Type Code	Begin Date	End Date
<a href="#">ADSP013-038461</a>		Installation, Repair and Maintenance of Petroleum Storage Tank Systems	COCHISE PETROLEUM INC	SW	07/20/2010	07/19/2015

State of Arizona - Master Blanket



**Master Blanket Purchase Order ADSP013-038461**

**Header Information**

<b>Purchase Order Number:</b>	ADSP013-038461	<b>Release Number:</b>	0	<b>Short Description:</b>	Installation, Repair and Maintenance of Petroleum Storage Tank Systems
<b>Status:</b>	3PS - Sent	<b>Purchaser:</b>	Kianie Putnam	<b>Receipt Method:</b>	Quantity
<b>Fiscal Year:</b>	2013	<b>PO Type:</b>	Blanket	<b>Minor Status:</b>	
<b>Organization:</b>	State of Arizona	<b>Location:</b>	STRGC - SPO Strategic	<b>Type Code:</b>	Statewide
<b>Department:</b>	ADSP0 - State Procurement Office	<b>Entered Date:</b>	12/27/2012 08 14 14 PM	<b>Control Code:</b>	
<b>Alternate ID:</b>	ADOT10-000264	<b>Retainage %:</b>	0 00%	<b>Discount %:</b>	0 00%
<b>Days ARO:</b>	0	<b>Release Type:</b>	Direct Release	<b>Pcard Enabled:</b>	Yes
<b>Print Dest Detail:</b>	If Different	<b>Tax Rate:</b>		<b>Actual Cost:</b>	\$0 00
<b>Catalog ID:</b>					
<b>Contact Instructions:</b>	Kianie Putnam@azdoa.gov				
<b>Master Blanket/Contract End Date (Maximum):</b>					
<b>Project No.:</b>					
<b>Building Code:</b>					
<b>Cost Code:</b>					
<b>Special Purchase Types:</b>					
<b>PIJ NUMBER:</b>					
<b>Coop Spend To Date:</b>					

**Attachments:** [PO Terms & Conditions, Solicitation Documents ADOT10-0000054 zip, Solicitation ADOT10-0000054 REVISED 2 3-29-2010~1 pdf, Contract Documents ADSP013-038461 zip, Insurance ADSP013-038461.zip, Cochise Price Sheet pdf, Change Order 01 Summary ADSP013-038461 pdf, Change Order 03 Summary ADSP013-038461 pdf, Cochise Contractors COI - Expires 10 01 14.pdf, Change Order 02 Summary ADSP013-038461.pdf](#)

**Primary Vendor Information & PO Terms**

**Vendor:** 000003441 - COCHISE PETROLEUM INC  
 TYLER HERZOG  
 333 N BLACK CANYON HWY  
 PHOENIX, AZ 85009  
 US  
 Email Tyler@cochise-az.com  
 Phone (602)242-8427  
 FAX (602)943-6855

**Payment Terms:** Net 30

**Shipping Method:**

**Shipping Terms:**

**Freight Terms:**

**PO Acknowledgements:** Document      **Notifications**      **Acknowledged Date/Time**

# State of Arizona - Master Blanket

Purchase Order	Emailed to Tyler@cochise-az.com at 01/22/2013 08 24 54 AM	01/22/2013 08 30 16 AM
Change Order 1	Emailed to Tyler@cochise-az.com at 03/07/2013 05 07 27 PM	03/11/2013 09 34 16 AM
Change Order 2	Emailed to Tyler@cochise-az.com at 07/23/2013 04 28 08 PM	07/24/2013 06 14 14 AM
Change Order 3	Emailed to Tyler@cochise-az.com at 11/27/2013 09 35 12 AM	12/03/2013 08 48 29 AM

## Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
<u>000003441</u>	18608547280	COCHISE PETROLEUM INC	Email	Active

## Master Blanket/Contract Controls

**Master Blanket/Contract Begin Date:** 07/20/2010  
**Master Blanket/Contract End Date:** 07/19/2015  
**Cooperative Purchasing Allowed:** Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0 00	\$68,646 93	\$0 00

## Item Information

1-5 of 6  
1 2

**Print Sequence # 1.0, Item # 1:** LABOR Rate - LABORER Actual Time On The Job 3PS - Sent

NIGP Code 929-74  
Tanks Mobile, Portable, Stationary, Storage, etc , Maintenance and Repair (Includes Relining)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt	Tax Rate	Tax Amount	Total Cost
Quantity	0 0	\$65 00	HR - Hour	0 00	\$0 00		\$0 00	\$0 00
Manufacturer			Brand			Model		
Make			Packaging					
Project No								
Building Code								
Cost Code								

**Print Sequence # 2.0, Item # 3:** LABOR - TECHNICIAN Actual Time on The Job 3PS - Sent

NIGP Code 929-74  
Tanks Mobile, Portable, Stationary, Storage, etc , Maintenance and Repair (Includes Relining)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt	Tax Rate	Tax Amount	Total Cost
Quantity	0 0	\$65 00	HR - Hour	0 00	\$0 00		\$0 00	\$0 00
Manufacturer			Brand			Model		
Make			Packaging					



## Contract Change Order Summary

Contract No ADSP013-038461

Change Order No 02

State of Arizona  
State Procurement Office  
100 N 15<sup>TH</sup> Avenue, Suite 201  
Phoenix, AZ 85007

In accordance with Special Term and Condition Paragraph 2, Contract Extension, the above mentioned contract is hereby amended as follows:

***\*The contract is hereby extended for an additional 24 months. The contract end date is now July 19, 2015.***

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED**

### **ACKNOWLEDGEMENT AND AUTHORIZATION**

**This change order shall not be binding on the State until it is acknowledged and accepted electronically in ProcureAZ by an authorized representative of the Contractor and accepted by an authorized representative of the State.**



SECTION 1  
SCOPE OF WORK – REVISED #2

ARIZONA DEPARTMENT OF TRANSPORTATION  
Procurement Group  
1739 W Jackson Street Suite A - MD 100P  
Phoenix, Arizona 85007  
Phone (602) 712-7211

**SOLICITATION NUMBER: ADOT10-00000054**

**1. STATEMENT OF NEED**

The Arizona Department of Transportation (ADOT), on behalf of the State of Arizona (hereinafter referred to as the State) is seeking proposals from qualified companies to provide the installation, repair and maintenance of petroleum storage tank systems which includes card readers located through out the State of Arizona to be utilized by authorized State of Arizona agencies, accounts, boards and participating political subdivisions (a.k.a. eligible agencies).

This RFP is intended to achieve the following objective:

Establish a contract with firm(s) possessing the required experience and expertise to successfully maintain petroleum storage tank systems in a complete operational manner.

**2. BACKGROUND**

There are a number of storage tank systems located throughout the State of Arizona which contain motor fuels that include, but are not limited to: diesel, unleaded and oxygenated fuel, unleaded gasoline blends which are regulated as underground and above ground storage tank systems, under the Resource Conservation and Recovery Act (RCRA), CFR Title 40, and the Uniform Fire Code

The State must comply with the current Federal, State, Towns and Cities Regulations concerning the operation and maintenance of these storage systems.

It is the intent of the State to have a large population of contractors to cover all areas of the State of Arizona in a reasonable time to ensure the operation of the petroleum storage tanks systems at all times. Please refer to Excel Spreadsheets listed under the Attachment section in the ProcureAz website for location and tank information

**3. CONTRACTOR REQUIREMENTS**

Contractor shall furnish all necessary labor, tools, equipment, and parts needed to perform the required services

Contractor technicians or on site supervisor shall possess a valid Arizona Department of Environmental Quality UST Repair and Retrofit certification. ***The using agency will be the sole determiner in whether the project requires a certified technician.***

Contractor technicians shall be licensed by the Arizona Department of Weights and Measures for Stage II Vapor Recovery work.

Contractors must possess a Arizona Department of Weights and Measures Petroleum Servicemen license.

Contractor shall adhere to the Federal Drug-Free Workplace Act of 1998 41-USC§701 and Arizona Administrative Code R2-11-102 Alcoholic Beverages

Contractor shall follow all applicable laws and regulations when performing contracted work.

Contractors shall not perform any duties unless authorized by the using agency.

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The Contractor shall submit to the using agency, after completion of work, a statement of charges. These charges shall conform to the contract and to the authorized and proposed work. Any deviations from the proposed work must be approved, prior to the submittal of charges. Pricing shall conform to the pricing in the contract.

The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The agency may require the removal from the job, employees who endanger person or property or employees that produce inaccurate work.

The Contractor shall maintain the required certifications, qualifications, or registrations held, to work with, repair, maintain or install the components of the petroleum storage tank(s) and their systems

The Contractor shall provide personnel properly trained in the work being performed in the use of any equipment, and in the use and proper handling of fuels or other materials contained by the systems.

**4. WORK REQUIREMENTS**

Maintenance and Repair

Maintenance and repair of the existing Storage Tank Systems shall include, but not be limited to, the maintenance and repair of pumps, piping, dispensers and leak prevention, detection and monitoring, and equipment to detect and repair any problems which may cause future leaks in the system.

In addition, general repair and maintenance of automated card readers and tank monitors that are associated components of the fueling systems

Work shall include details regarding the repair of the using agency's fueling systems, including, but not limited to, fuel dispensers and pumps, storage tanks (AST and UST), associated piping and appurtenances.

Repair to above and below ground structures, not limited to, canopies, fuel islands, and structures located on the fuel island such as booths, ticket stands, card reader(s) and pedestals.

Repair work shall include the actual fuel stored in the fuel system and shall not be limited to the following: Electrical, structural and treatment of algae, water and sediment conditions. Repairs will include electrical, structural and mechanical work associated with the systems. Equipment will be consistent with the type required to perform the described tasks listed within the Scope of Work Repairs to manufacturer and name brand equipment that require warranty compliance will be included.

Maintenance shall include the required manufacturer and using agency requirements for all equipment associated with the fueling systems, including preventative maintenance, as approved by the State, in accordance with manufacturer or regulatory requirements. The contractor shall have knowledge in the replacement or repair of fiberglass, single or double wall, steel and stainless steel, product lines, flex lines and repair of fiberglass reinforced plastic (FRP) tanks.

Work shall consist of routine maintenance per the manufacturers' requirements and/or the using agency's maintenance schedule. The using agency will issue all work assignments by a **Work Order Request, Exhibit 3** The contractor shall submit a cost estimate for providing these services based on material and labor rates specified in this contract.

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**SOLICITATION NUMBER: ADOT10-0000054**

Work shall include, but is not limited to, the maintenance and repair of the tank, the dispenser, product lines, leak (detection/prevention) devices, replacement or repair of the dispenser, the dispenser hoses, filters, and vapor recovery systems, including testing.

Notifications of Spills

In case of any spill or confirmed or suspected leak discovered in the fuel system, the Contractor shall cease all work and immediately notify, either by written, fax, telephone, or in person to the using Agency contact. The Agency shall utilize the services of any existing State contract for environmental site assessment and remediation of hazardous material or substances for any spills, as well as the existing State contract for investigation, planning, and clean-up activities for underground petroleum storage tanks and/or delivery systems which may pose a liability to the State.

Any assessment and clean-up costs will be the responsibility of the Contractor, if it is determined that the spill and/or leak is due to negligence or fault on the part of the Contractor in performance under this contract.

Modifications And Upgrades

The Contractor shall perform such services to make the required modifications on existing storage tank systems in order to meet the current CFR Title 40 requirements for fuel systems.

Construction modifications **will not** be allowed to the storage tank systems.

**Construction is defined as: The process of building, altering, repairing, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property. Construction does not include the routine repair, or routine maintenance of existing structures, buildings or real property. Construction does not include the investigation, characterization, restoration or remediation due to an environmental issue.**

Services shall consist of work required to meet State and Federal fuel system requirements. It would include, but not be limited to installation of equipment to meet these requirements. Work under these services shall be issued on an as needed basis with the contractor supplying supporting documentation from the material and parts vendors. The using Agency will verify this documentation before issuing payment to the Contractor

Installation and Repair

Installation and repair of: Fuel dispensers, ATG units, cardlock systems, lighting, canopy repair, asphalt and concrete repair, associated electrical work, cathodic, including repair of all types of cathodic protection systems, and relevant components of the UST systems as they pertain to the Federal and State requirements.

Aboveground Storage Tank Systems (AST): The installation and repair of fuel dispensers, off-loading pumps, ATG units, cardlock systems, lighting, canopy repair, asphalt and concrete repair, and associated electrical work.

The using agency may request the installation of Diesel Exhaust Fluid (DEF) dispensing systems on established fuel islands. The DEF system will be required to tie into the existing card reader point of sale (POS) systems. This work would require the contractor to provide the specified DEF dispensing

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**SOLICITATION NUMBER: ADOT10-00000054**

units and the work involved to install such units. Repair work of the DEF systems shall be in accordance with Federal and State requirements.

Repair Only

Underground Storage Tanks (UST) Systems. General service of fiberglass and steel piping, fill lines, vent lines, electrical wiring and conduit, line leak detectors (i.e. Red Jacket), submersible pumps, overflow and spill prevention devices, automatic tank gauging equipment, cathodic protection devices, dispensers, leak detecting sensors (i.e. Veeder Root) and equipment, Stage I and II vapor recovery systems, necessary signage and manways or grade access to tank openings.

Generator Systems This relates to the fuel components of the generator system not including the actual maintenance and repair of the generator motors themselves

CNG - Compressed Natural Gas Fueling Systems: The general service of all components of a CNG fueling system, excluding the vehicle Work shall include the general service and repair of compressor, dispenser, storage units, card readers, and automatic gate openers

LPG - Liquid Propane Gas Fueling Systems: The general service of all components of a LPG fueling system, excluding the vehicle. Work shall include the general service and repair of the dispenser, storage units and card readers.

Stage II Vapor Recovery

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

**5. WORK SCHEDULE**

The Contractor must start the work assignment in the time frame specified by the using agency.

Prior to beginning any work, the Contractor shall provide the using agency an estimated work completion date in writing **within twelve (12) hours** after notification for each scheduled work assignment.

Hours of Work

All work shall be performed during daylight hours, Monday through Friday unless otherwise directed by the agency. No work shall be performed on weekends or State Holidays without prior approval from the agency.

**SECTION 1  
SCOPE OF WORK – REVISED #2**

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**SOLICITATION NUMBER: ADOT10-0000054**

**6. EQUIPMENT**

The Contractor's vehicles and mobile equipment shall be clearly marked with the company name and/or logo and an identification number.

Equipment, machinery, component or system failures that affect the safe operation of any equipment shall be corrected prior to using the equipment.

**Executive Order Equipment Compliance**

The Executive Order applies only to. **Maricopa, Pinal and Pima Counties.**

All equipment utilized for this contract shall comply with the **Governor's Executive Order 2007-3, Improving Air Quality, Exhibit 4.** Equipment shall be listed on **Equipment List, Attachment 5,** and shall include the following:

- Equipment Manufacturer and Model; Contractor/Subcontractor name
- Emission control device manufacturer, model, and EPA verification number and/or:
- The type and source of clean fuel to be used
- The estimated emissions profile for the fleet using EPA's Diesel Quantifier, <http://cfpub.epa.gov/quantifier>.

The Contractor shall submit updates as needed for the above required information. Certified copies of the clean fuel delivery shall be included for the reporting period and shall identify which vehicles received fuel. The addition or deletion of non-road diesel equipment shall also be included in the report

All applicable reports and questions pertaining to compliance with the **Governor's Executive Order 2007-3, Exhibit 4,** shall be submitted to

Arizona Department of Transportation, Procurement Group  
Attention. Susanna Hernandez, CPPB  
1739 W Jackson Suite A - MD 100P  
Phoenix, Arizona 85007

**7. SAFETY, SANITARY & HEALTH**

Contractor employees are to wear the required safety apparel to include but not limited to full-length pants, safety glasses, safety vests, hard hats, and safety steel toed boots at all times while working anywhere inside the using agency's facility.

The contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of the contractor's employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health Services or other authorities having jurisdiction therein

**SECTION 1  
SCOPE OF WORK – REVISED #2**

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**SOLICITATION NUMBER: ADOT10-00000054**

**8. SUSPENSION OF WORK**

Weather

The Contractor shall suspend operations if weather conditions are such that work operations cannot be carried out in a safe and effective manner, or will pose an environmental hazard. If such suspension occurs, the Contractor shall immediately notify the using agency.

A using agency may suspend work operations at any time, when in their judgment, present or impending weather conditions are such that the work cannot be carried out in a safe and effective manner.

Work Operations

The using agency shall immediately suspend operations when work performance is observed in violation of safety rules, regulations or practices. Violation of safety rules, regulations or practices may be considered grounds for termination of the contract.

**SECTION 3**  
**SPECIAL TERMS AND CONDITIONS – REVISED #2**

ARIZONA DEPARTMENT OF TRANSPORTATION  
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**SOLICITATION NUMBER: ADOT10-0000054**

**1. TERM OF CONTRACT**

The term of any resultant contract shall commence on the effective day 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**

The State reserves the right to unilaterally extend the period of any resultant contract for thirty-one (31) days beyond the stated expiration date. In addition, by mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to (48) months.

**3. CHANGES**

The State reserves the right to revise significant changes in the scope, character, and/or complexity of the work and may be negotiated if it is mutually agreed that such changes are desirable and necessary. Contract changes defining and limiting the work and compensation must be documented in a written Contract Amendment, as defined by A.R.S. §41-2503, R-2-7-101(15) and signed by the Procurement Officer.

**4. ELIGIBLE AGENCIES**

Any contract resulting from this solicitation 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 Arizona Revised Statutes §41-2632.

**5. NON-EXCLUSIVE CONTRACT**

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State. The State reserves the rights to obtain like goods or services from another source when necessary. The Chief Procurement Officer may only approve off-Contract Purchase Authorization. Approval shall be at the discretion of the Chief Procurement Officer and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the Arizona Procurement Code.

**6. ORDERING PROCESS**

Upon award of a contract any designated Agency may procure the specific material and/or service awarded by the issuance of a contract purchase order to the appropriate contractor. Each contract purchase order must cite the correct contract number. The award of a contract shall be in accordance with the Arizona Procurement Code and all transactions and procedures required by the Code for public bidding shall be complied with. A contract purchase order for the awarded material and/or service that cites the

**SECTION 3  
SPECIAL TERMS AND CONDITIONS – REVISED #2**

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Phone (602) 712-7211

**SOLICITATION NUMBER: ADOT10-0000054**

correct contract number is the only document required for the using 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 violation of the contract and 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.

**7. SHIPPING TERMS**

Not applicable

**8. COMPLETION TIME**

Assigned work shall be completed as specified in the Work Order Request agreed upon by the using Agency and the Contractor.

**9. CONTRACTOR SELECTION FROM MULTIPLE CONTRACTS**

The State 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 using agency. The State is under no financial obligation to any selected Contractor unless a valid Purchase Order is issued to the Contractor for a specific requirement.

**10. 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 State will not relieve the Contractor of the responsibility for subsequent correction of any such errors.

**11. ACCEPTANCE**

Each project shall be subject to a complete inspection by the using agency. Inspection criteria shall include, but not be limited to, conformity to the specifications, workmanship, quality, and materials.

Determination of the acceptability of work shall be made by the using agency's Fuel Systems Manager or designated representative. Work shall be completed in a responsible and professional manner and in accordance with the specifications, schedules, or performance/operating standards incorporated in the work assignment.

The Fuel Systems Manager or their designated representative shall decide all questions which may arise as to the quality and acceptability of any work performed under the contract.

**SECTION 3  
SPECIAL TERMS AND CONDITIONS – REVISED #2**

ARIZONA DEPARTMENT OF TRANSPORTATION  
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**SOLICITATION NUMBER: ADOT10-0000054**

**12. BILLING**

*When applicable to the project*, Contractors must possess a valid ADEQ UST Repair and Retrofit certification or have at least one person on the jobsite while working for the agency that possesses such certification. If the project does not warrant more than one person for the work required then only the certified individual will be recognized as a billable technician

On larger projects, the using agency may require the contractor to check into the office located at the work zone to fill out a time sheet for verification reasons. The verification time sheet will be provided by the agency. The agency will communicate when the verification time sheet will be utilized in advance with specific directions before work is commenced. The verification time sheet will be utilized as a tool to verify invoiced man hours. If the contractor fails to follow the verification time sheet requirements the agency can, at its own discretion, do its best to figure proper billable man hours for the project.

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

**13. INVOICING REQUIREMENTS**

Upon satisfactory inspection and acceptance by the State of the completed project(s), the contractor shall submit an invoice for payment to the Contract Administrator

Separate invoices are required for each completed project and shall include at a minimum

- Description of service rendered, specific location of completed project
- Proper documentation to verify pricing for parts used to complete project
- Date project completed
- State contract name and number
- Purchase order number
- Total Price
- Contractor's name, address and phone number
- Contractor's Representative to contact concerning billing questions
- Applicable taxes
- Invoice Total

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

The State will make every effort to process payment for the purchase of product within thirty (30) calendar days after the State has conducted the necessary reviews, and inspections as

**SECTION 3  
SPECIAL TERMS AND CONDITIONS – REVISED #2**

ARIZONA DEPARTMENT OF TRANSPORTATION  
Procurement Group  
1739 W. Jackson Street Suite A - MD 100P  
Phoenix, Arizona 85007  
Phone: (602) 712-7211

**SOLICITATION NUMBER: ADOT10-0000054**

described herein COMPLETION OF THE SERVICES PROVIDED TO THE STATE DOES NOT CONSTITUTE ACCEPTANCE, THEREFORE, ONLY THE STATE ACCEPTANCE DATE WILL BE A VALID DATE FOR STARTING THE THIRTY (30) CALENDAR DAY PAYMENT PERIOD.

**14. PRICE REDUCTION**

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

**15. PRICE ADJUSTMENT**

The State will review **fully documented** requests for price increase after any contract has been in effect for twelve (12) months. 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 will only be made at the time of contract extension and will be a factor in the extension review process. The State will determine whether the requested price increase or an alternate option, is in the best interest of the State.

**16. SAFETY STANDARDS**

All items and services supplied under this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, the National Fire Protection Association Standards, the Department of Environmental Quality, the Federal Drug-Free Workplace Act of 1998 41-USC§701 and Arizona Administrative Code R2-11-102 Alcoholic Beverages.

**17. WARRANTY**

The Contractor warrants:

- a. That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards
- b. That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design materials and workmanship
- c. The warranty period on workmanship and materials shall be the standard manufacturer's warranty as recorded by the using agency
- d. The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this

**SECTION 3  
SPECIAL TERMS AND CONDITIONS – REVISED #2**

ARIZONA DEPARTMENT OF TRANSPORTATION  
Procurement Group  
1739 W. Jackson Street Suite A - MD 100P  
Phoenix, Arizona 85007  
Phone: (602) 712-7211

**SOLICITATION NUMBER: ADOT10-0000054**

warranty. The Contractor shall guarantee the equipment to be supplied, complies with all applicable regulations.

**18. VENDOR REGISTRATION**

Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have and maintain a completed **Substitute W-9 form, Attachment 4**, on file with the Arizona Department of Transportation Procurement Section. No payments shall be made until the forms are on file. Questions regarding the W-9 form shall be directed to Bonnie Hartley at (602) 712-8520.

**19. CONTRACT ADMINISTRATION**

Following award the Contractor shall contact the Arizona Department of Transportation Procurement Group for guidance or direction in matters of contract interpretation or problems regarding the terms, conditions or scope of the contract. Only the Procurement Officer or his/her authorized designee is authorized to change or amend the specific terms, conditions or provisions of the agreement.

**20. 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 registered or certified United States mail, return receipt requested, postage prepaid, 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, Suite A MD-100P  
Phoenix, Arizona 85007-3276  
Attention: Susanna Hernandez, CPPB – Procurement Officer

b. If intended for the contractor, to:

The contractor Name, Address, City, State, Zip, Attention:

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, Chief 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.

**SECTION 3**  
**SPECIAL TERMS AND CONDITIONS – REVISED #2**

ARIZONA DEPARTMENT OF TRANSPORTATION  
Procurement Group  
1739 W. Jackson Street Suite A - MD 100P  
Phoenix, Arizona 85007  
Phone: (602) 712-7211

**SOLICITATION NUMBER: ADOT10-0000054**

**21. CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY**

This contract may be cancelled if 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 device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property pursuant to ADOT Policy, PER 6.04, "Weapons in the Workplace." Such property includes ADOT owned or leased office building, yards, parking lots, construction sites or state owned vehicles.

Further, if the contractor or any subcontractors or others in the employ or 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."

**22. CONTRABAND**

Any person who takes into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona Revised Statutes. All person, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property or packages.

DEFINITION – A.R.S §13-2501

Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, non-prescription medication, etc.)

PROMOTING PRISON CONTRABAND A R S. §13-2505

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

1. By knowingly taking contraband into a correctional facility or the grounds of such a facility, or
2. By knowingly conveying contraband to any person confined in a correctional facility, or
3. By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.

B. Promoting prison contraband is a Class 5 Felony

**SECTION 3  
SPECIAL TERMS AND CONDITIONS – REVISED #2**

ARIZONA DEPARTMENT OF TRANSPORTATION  
Procurement Group  
1739 W Jackson Street Suite A - MD 100P  
Phoenix, Arizona 85007  
Phone: (602) 712-7211

**SOLICITATION NUMBER: ADOT10-00000054**

**23. INDEMNIFICATION CLAUSE**

The parties to this contract agree that the State of Arizona, its departments, agencies, boards, commissions and universities 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.

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

**24. INSURANCE REQUIREMENTS**

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

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

Within **FIVE (5)** days of notification, the offeror shall submit a copy of the attached **Certificate of Insurance, Exhibit 1**, or a Department approved alternate form showing insurance in the following amounts to:

Arizona Department of Transportation, Procurement Group  
Attention: Susanna Hernandez, CPPB  
1739 W. Jackson Suite A - MD 100P  
Phoenix, Arizona 85007

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

**1. Commercial General Liability – Occurrence Form**

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000

**SECTION 3  
SPECIAL TERMS AND CONDITIONS – REVISED #2**

ARIZONA DEPARTMENT OF TRANSPORTATION  
Procurement Group  
1739 W. Jackson Street Suite A - MD 100P  
Phoenix, Arizona 85007  
Phone: (602) 712-7211

**SOLICITATION NUMBER: ADOT10-00000054**

- Personal and Advertising Injury \$1,000,000
  - Blanket Contractual Liability – Written and Oral \$1,000,000
  - Fire Legal Liability \$ 50,000
  - Each Occurrence \$1,000,000
- a. The policy shall be endorsed to include the following additional insured language:  
***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named 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 against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**2. Pollution Legal Liability**

- **Per Occurrence \$1,000,000**
  - **Annual Aggregate \$2,000,000**
- a. ***The policy shall be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named 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 against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.***

**3. Business Automobile Liability**

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

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

- a. The policy shall be endorsed to include the following additional insured language  
***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.***

**SECTION 3**  
**SPECIAL TERMS AND CONDITIONS – REVISED #2**

ARIZONA DEPARTMENT OF TRANSPORTATION  
Procurement Group  
1739 W. Jackson Street Suite A - MD 100P  
Phoenix, Arizona 85007  
Phone: (602) 712-7211

**SOLICITATION NUMBER: ADOT10-00000054**

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

**4. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its 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: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

**5. Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either *continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.*
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions

- 1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract

**SECTION 3  
SPECIAL TERMS AND CONDITIONS – REVISED #2**

ARIZONA DEPARTMENT OF TRANSPORTATION  
Procurement Group  
1739 W. Jackson Street Suite A - MD 100P  
Phoenix, Arizona 85007  
Phone: (602) 712-7211

**SOLICITATION NUMBER: ADOT10-00000054**

2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent by certified mail, return receipt requested and shall be sent directly to:

Arizona Department of Transportation, Procurement Group  
Attention: Susanna Hernandez, CPPB, Procurement Officer  
1739 W. Jackson Suite A – MD 100P  
Phoenix, AZ 85007

**D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency

**E. VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to:

Arizona Department of Transportation, Procurement Group  
Attention: Susanna Hernandez, CPPB  
1739 W Jackson Suite A – MD 100P  
Phoenix, AZ 85007

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, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

**SECTION 3**  
**SPECIAL TERMS AND CONDITIONS – REVISED #2**

ARIZONA DEPARTMENT OF TRANSPORTATION  
Procurement Group  
1739 W. Jackson Street Suite A - MD 100P  
Phoenix, Arizona 85007  
Phone: (602) 712-7211

**SOLICITATION NUMBER: ADOT10-00000054**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors, as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS.** In the event the Contractor or sub-contractor(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 sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

**25. OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

**26. FEDERAL IMMIGRATION AND NATIONALITY ACT**

**Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement**

- a. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Sections A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
- b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- c. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- d. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph a

**SECTION 3  
SPECIAL TERMS AND CONDITIONS – REVISED #2**

ARIZONA DEPARTMENT OF TRANSPORTATION  
Procurement Group  
1739 W. Jackson Street Suite A - MD 100P  
Phoenix, Arizona 85007  
Phone: (602) 712-7211

**SOLICITATION NUMBER: ADOT10-0000054**

**27. LICENSES, PERMITS, CERTIFICATIONS, FEES**

Contractor shall be licensed through Arizona Registrar of Contractors for the type of work to be performed. Contractors providing other services which are not licensed through Arizona Registrar of Contractors shall be licensed in accordance with the requirements of Arizona Law.

Contractor and any subcontractor shall at their own expense, possess or obtain, and retain in force without any violations, complaints, or suspensions during the term of this contract, all licenses, permits, certifications, or fees, which are required by law. They shall comply with all federal, state, local and tribal laws, statutes, ordinances, rules, and regulations and the acts, codes, orders, and decrees of any administrative bodies, councils, or tribunals in any manner affecting the performance of the solicited services herein.

**28. KEY PERSONNEL**

It is essential that the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must assign specific individuals to the key positions. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of the using agency.

**29. REMOVAL OF CONTRACTOR'S EMPLOYEES**

The Contractor agrees to utilize only experienced, responsible and capable personnel in the performance of the work. The using agency may require that the Contractor remove from the work assignment covered by this contract, employees who endanger persons or property or whose continued employment under the contract is inconsistent with the interest of the using agency

**30. REVIEW OF CONTRACTOR'S WORK**

Work performed by the Contractor may be subject to periodic reviews and partial acceptance at various stages. The using agency may make such reviews and pass upon the acceptability of Contractor's work. Partial acceptance shall not relieve the Contractor of its obligation to correct, without charge, any errors in the work on any project

**31. PROTECTION OF FACILITIES AND GROUNDS**

The Contractor shall provide the services contained herein in such a manner that does not result in damage to State and eligible using agency facilities, grounds, landscaping, utilities, or structures. In the event that damage does occur during the performance of this contract, the Contractor shall repair or replace the damage at no cost to the State or eligible using agency as specified. Should the Contractor fail or refuse to make proper repairs or replacements, the Contractor shall be liable for the cost thereof which may be deducted from unpaid invoices or by any other means provided by law.

**SECTION 3  
SPECIAL TERMS AND CONDITIONS – REVISED #2**

ARIZONA DEPARTMENT OF TRANSPORTATION  
Procurement Group  
1739 W. Jackson Street Suite A - MD 100P  
Phoenix, Arizona 85007  
Phone: (602) 712-7211

**SOLICITATION NUMBER: ADOT10-00000054**

**32. USAGE REPORTS**

The Contractor shall furnish the State a usage report delineating the acquisition activity governed resultant contract. The format of the report shall be approved by the State and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit.

The usage report shall be due at the end of each calendar quarter as follows:

- January through March (Q1)
- April through June (Q2)
- July through September (Q3)
- October through December (Q4)

**33. TRAVEL**

Travel expenses will be reimbursed at cost, in accordance with the State of Arizona Travel Policy and the ADOT Travel Authorization Policy and Procedure hereby incorporated herein. State travel policy is clarified to include only the travel reimbursement schedules. Actual receipt for travel must be submitted for reimbursement of allowable direct costs (lodging, automobile, meals, etc.).

The travel policies may be accessed via the internet at:

<http://www.gao.state.az.us/travel.htm> State of Arizona, General Accounting Office's website

[http://www.azdot.gov/Inside ADOT/Procurement/TravelPP.asp](http://www.azdot.gov/Inside%20ADOT/Procurement/TravelPP.asp) Arizona Department of Transportation's website.

***Only charges for travel based on estimated travel times between Contractor's place of business and the using agency's location will be allowed and reimbursed according to the hourly rate established on Attachment 2, Price Sheet. Estimated travel times shall be verified using downloadable online maps. Hourly travel time for service vehicles is not allowed and will only be reimbursed at the flat rate established on Attachment 2, Price Sheet.***

**34. ADMINISTRATIVE FEE – STATEWIDE CONTRACT**

Contractor shall assess an administrative fee in the amount of one (1%) against the sales receipts (payments received) from members of the State Purchasing Cooperative – including cities, counties, school districts and other qualified members. An updated list of State Purchasing Cooperative members may be found at the following URL: <http://azdoa.gov/spo/agency-resources/az-purchasing-coop/arizona-purchasing-cooperative>. At its option, the State may expand the applicability of this fee.

***The administrative fee shall be one percent (1%) of quarterly sales receipts, minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. The administrative fee percentage***

**SECTION 3  
SPECIAL TERMS AND CONDITIONS – REVISED #2**

ARIZONA DEPARTMENT OF TRANSPORTATION  
Procurement Group  
1739 W. Jackson Street Suite A - MD 100P  
Phoenix, Arizona 85007  
Phone: (602) 712-7211

**SOLICITATION NUMBER: ADOT10-00000054**

***is only applicable to amounts actually received by the contractor during the quarter and is not applicable to amounts ordered by customers but not yet paid for.***

Contractor shall remit the administrative fee to the State quarterly, to the following address and recipient:

Arizona Department of Administration  
State Procurement Office  
Attention: 'Statewide Contract Administrative Fee'  
100 N. 15th Avenue, Suite 104  
Phoenix, AZ 85007.

Administrative fees are due no later than thirty (30) days following the end of the calendar quarter in which the fee was assessed. The submission schedule shall be as follows

January through March (Q1) – Due by April 30  
April through June (Q2) – Due by July 31  
July through September (Q3) – Due October 31  
October through December (Q4) – Due January 31

Administrative fees shall be included in the contract's unit prices for all products and services sold under the contract. Contracts shall not have separate pricing for State agency customers and members of the State Purchasing Cooperative. Administrative fees shall not be assessed separately in the contract or within any invoice issued under the contract, in the form of a separate line item.

Contractor's failure to remit administrative fees in a timely manner or remit fees inconsistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law

**35. TANK LOCATIONS**

The locations listed in attachments titled Arizona Department of Transportation Tank Info.xls and Arizona Department of Corrections Tank Locations and Info.xls do not reflect a complete list of delivery locations. The State reserves the right to add or delete locations at any time during the term of any resulting contract. All additions or deletions of locations shall be done in the form of a contract amendment

**EXHIBIT B**

Cochise Petroleum Equipment Company, Inc., – Pricing Schedules

**ATTACHMENT 2  
PRICE SHEET - REVISED**

ARIZONA DEPARTMENT OF TRANSPORTATION  
Procurement Group  
1739 W. Jackson Street Suite A - MD 100P  
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Phone: (602) 712-7211

**SOLICITATION NUMBER: ADOT10-00000054**

**OFFEROR SHALL PROPOSE PRICING ON THE FOLLOWING:**

Item No.	Description	Est. Qty	Unit	Unit Price **SEE NOTE 1	Extended Price
1	Labor – Laborer (Actual Time On-the-Job)	8	Hr	\$ 65	\$ 520
2	Labor – Technician (Actual Time On-the-Job)	8	Hr.	\$ 65	\$ 520
3.	<i>Labor – Laborer (Travel Time, Office site to Jobsite)</i>	8	<i>Hr.</i>	\$ 65	\$ 520
4.	<i>Labor – Technician (Travel Time, Office site to Jobsite)</i>	8	<i>Hr.</i>	\$ 65	\$ 520
5.	<i>Service Vehicle (Flat Rate)</i>	1	<i>EA</i>	\$ 35	\$ 35
<b>TOTAL GROSS OFFER</b>					<b>\$ 2,115</b>

Do not include sales tax in the above figures. Tax will not be used in the evaluation of bids

8.3 % Arizona Sales Tax, State & City

COCHISE CONTRACTORS/COCHISE PETROLEUM EQUIPMENT CO, INC.

Cochise  
Company Name

[Signature]  
Signature of Company Representative

IF PAYMENT IS MADE WITHIN NA DAYS AFTER RECEIPT OF GOODS OR SERVICES, THE ABOVE QUOTED PRICE CAN BE DISCOUNTED BY NA %.

\*\*NOTE 1: THESE RATES APPLY TO SECTION 1 PAGE 4 #5 WORK SCHEDULE AND ARE FOR MONDAY-FRIDAY DAY-LIGHT HOURS ONLY IF ADOT APPROVES WORK PERFORMED ON WEEKENDS, HOLIDAYS, OR MONDAY-FRIDAY NIGHTS, AN ADDITIONAL \$32.50 PER HOUR WILL BE CHARGED UNDER THESE APPROVED CIRCUMSTANCES