



**CITY OF CASA GRANDE, ARIZONA**

**NOTICE OF REQUEST FOR PROPOSALS**

The City of Casa Grande will receive requests for proposals for the following:

**Fuel Delivery Services for the City of Casa Grande**

Each proposal shall be in accordance with the specifications and instructions on file with the City Clerk at City Hall, 510 East Florence Boulevard, Casa Grande, Arizona, 85122, where copies can be obtained by calling the City Clerk's Office (520) 421-8600, or a complete packet is available on the City's website: [www.casagrandeaz.us](http://www.casagrandeaz.us).

There will be a voluntary Pre-Proposal Meeting at the Public Works Department Conference Room, 3181 N. Lear Avenue, Casa Grande, on **July 19, 2013 at 10:00 a.m.** City time.

All proposals must be submitted by **July 30, 2013 at 1:30 p.m.**, City time to the City Clerk, Remilie Miller, located at 510 East Florence Boulevard, Casa Grande, Arizona 85122. The proposals will be reviewed thereafter.

Proposals must be addressed to:

**Remilie Miller, City Clerk  
City of Casa Grande  
510 E. Florence Boulevard  
Casa Grande, Arizona 85122**

The envelope must be boldly marked:

**RFP FOR FUEL DELIVERY SERVICES FOR THE CITY OF CASA GRANDE  
RFP SUBMITTAL ON: JULY 30, 2013 AT 1:30 P.M.**

The City of Casa Grande reserves the right to waive any informalities or irregularities in this Request for Proposal, or to reject any or all proposals; to be the sole judge of the suitability of the materials offered, and to award a Contract or Contracts for the furnishing of one or more items of the services it deems to be in the best interest of the City.

**James V. Thompson**  
/s/James V. Thompson  
City Manager

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## INFORMATION AND INSTRUCTIONS TO OFFERORS

- 1. RFP:** This procurement is a Request for Proposals (RFP) for the purchase of Gasoline (unleaded CBG 10%) and Clear Diesel fuel to be delivered to City of Casa Grande fuel storage tanks.

The term of the Contract shall commence upon award and shall remain in effect for a period of two (2) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Casa Grande shall have the right, at its sole option, to renew the Contract for three (3) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions. The Contractor shall agree that price stated in the original contract shall apply unless a percent of increase or decrease is quoted.

### 2. GENERAL INFORMATION

- 2.1 Delivery Time & Location.** Offers must be received by City of Casa Grande on or before **1:30 p.m.** City time, on **July 30, 2013** at 510 E. Florence Boulevard, Casa Grande, Arizona 85122.
- 2.2. Late Offers.** Late submittals and/or unsigned Offers will not be considered. Envelopes containing Offers with insufficient postage will not be accepted. It is the sole responsibility of the Offeror to see that their Offer is delivered and received by the proper time and at the proper place.
- 2.3. Pre-Proposal.** A voluntary Pre-Proposal meeting has been scheduled for **10:00 a.m.** local Arizona time on **July 19, 2013** at the Public Works Conference Room, 3181 N. Lear Avenue, Casa Grande, AZ. Potential Offerors should raise any questions about the RFP or the procurement process prior to or at this meeting. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the RFP will be addressed through a written RFP Addendum.
- 2.4. Proposed Schedule of Events.** The calendar of events below is an integral part of the Submittal Requirements and Contract Documents. The City, however, reserves the right to alter these timelines as necessary in the best interest of the City and to accommodate scheduling difficulties relating to interviews or Council selection of the Contractor. All times refer to Local Time, as kept by the City Clerk. Event Item (Referenced Document) Date and Time

### **Calendar of Events**

1. Request for Proposal released: July 15, 2013
2. Pre-Bid Meeting (voluntary): July 19, 2013 at 10:00 a.m.
3. Deadline for Bid Submittal (Open Bids): July 30, 2013 at 1:30 p.m.
4. Complete Bid Review and Notify Selected Contractor: August 2, 2013
5. Council Review #1: September 3, 2013
6. Council Review #2: September 16, 2013
7. Issue Awarded Contractor Notice to Proceed: October 16, 2013

**2.5. Addendum.** This RFP may only be modified by a written Addendum. Offerors are responsible for obtaining all addendums via the City's Vendor Registration system identified in Section 2.16, or other means.

**2.6. Sealed Envelope or Package.** Each Offer shall be submitted to the City Clerk's Office in a sealed envelope or package. The envelope or package should be clearly identified as an Offer and be boldly marked with name of the Offeror and labeled "Fuel Delivery Services".

**2.7. Offer Amendment or Withdrawal.** An Offer may be withdrawn anytime before the RFP deadline for proposal submittal (opening of proposals). An Offer may not be amended or withdrawn after the RFP due date and time except as otherwise provided by applicable law.

**2.8. Opening.** Offers shall be opened on the date and time, and at the place designated on the notice page of this document. The name of each Offeror shall be read at this time.

**2.9. Public Record.** Upon publication by the City Clerk of the proposed award(s) in the agenda for the City Council meeting at which the award(s) will be considered, all Offers submitted in response to this RFP, and all evaluations related to the Offer, shall be deemed to be public records.

**2.10. Nondisclosure.** Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known to the City in the Offers submitted. All information that Offeror requests not to be disclosed as a matter of public record shall be clearly labeled and shall include a description as to why such information warrants nondisclosure.

**2.11. Confidentiality.** The City will not insure confidentiality of any portion of the RFP documents that are submitted in the event that a public record request is made.

**2.12. Prior Notice.** The City will provide Offeror 48 hours notice before releasing materials identified by the Offeror as being confidential or proprietary in order to provide time for the Offeror to seek a protective order regarding the release of the information.

- 2.13. Cost of Offer Preparation.** The City will not reimburse any Offeror for the cost of responding to a RFP.
- 2.14. Persons with Disabilities.** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the contact person identified on the notice page of this document. Requests shall be made as early as possible to allow time to arrange the accommodation.
- 2.15. Offer Acceptance Period.** All Offers shall remain valid for 120 days after the day of the opening of Offers.
- 2.16. Vendor Registration.** Offerors must register via the on-line Vendor Registration system at [www.casagrandeaz.gov](http://www.casagrandeaz.gov), in order to automatically receive notification of Addendum to this RFP or notice of other solicitation opportunities. To register, select the BUSINESS tab, then select VENDOR SERVICES, then click on VENDOR REGISTRATION form, read or print the instructions, then select SUBMIT. An Offeror who is not so registered must contact the City Clerk's Office to make other arrangements to receive notice of Addenda to this RFP.

**3. DESCRIPTION OF SERVICES BEING PROCURED (SCOPE OF WORK)**

**3.1. General Requirements**

- A. **USAGE REPORT:** The Contractor shall provide an electronic copy of fuel delivery reports to the City on the quantity and description of fuels delivered to City storage tanks.
- B. **QUALIFICATIONS OF CONTRACTOR:** Contractor must be an established refiner, major representative, distributor or dealer; and must upon the request of the City provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications.
- C. **BILLING & PAYMENT:** Invoices must indicate delivery locations, type of fuel, total gross and net quantity, temperature compensated quantities for deliveries over 2,000 gallons, the Phoenix O.P.I.S. Weekly Contract Average plus any markup or minus any discount amount, and applicable taxes for each product. A copy of the applicable O.P.I.S. rate for the delivery shall be required for each invoice.
- D. **ORDERING:** Contractor shall provide information on ordering and delivery procedures for bulk shipments giving names, telephone numbers, addresses, etc., of where orders are to be placed.

### 3.2. General Product Requirements

- A. **SHELF LIFE GUARANTEE:** Upon delivery, all gasoline and diesel fuel shall have a minimum shelf life of one (1) year. All fuel products shall be guaranteed against causing any damage to equipment resulting from proper use of the product.
- B. **OCTANE SPECIFICATON:** Fuel delivered shall have the minimum Pump Octane Number (PON) for the fuel types stated below. The PON number shall be the sum of the Research Octane Number (RON) plus the Motor Octane Number (MON) divided by two.

Unleaded Gasoline PON = 87 (minimum 87 octane)

Contractor shall guarantee gasoline to meet an 87 (PON), and meet all Arizona Department of Environmental Quality (ADEQ) requirements for each fuel type and locality including, but not limited to, RVP specification.

### 3.3. Specific Product Requirements

- A. **GASOLINE:** All gasoline delivered shall meet or exceed the ASTM specifications standard of D-439-81 or the latest revisions. It shall also contain an additive package specifically designed for the reduction of carbon deposits and the cleaning of fuel injection nozzles or other fuel injecting components of gasoline engines.
- B. **OXYGENATED:** Contractor shall deliver blended oxygenated unleaded fuel to all sites from **October 1, through March 31**, of each year. Oxygenated fuel delivered shall contain the minimum oxygen content as listed below and meet or exceed ASTM specification Standard for oxygenated gasoline D4814 or its latest revision:

Ethanol Blended Gasoline

Ethanol contents shall be between 5.7% to 10% by volume.

- C. **DIESEL:** All Number 2 Diesel fuel delivered shall meet or exceed the ASTM specification standard of D-975-11B or the latest revisions along with the standards listed below:

Gravity API 33 Minimum

Cetane number 44 Minimum

Sulfur <15 ppm Maximum

Ash, % by weight 0.01 % Maximum

Diesel shall be blended for climatic conditions at delivery site.

### 3.4. Service Requirements

Tank Location	Tank Size (Gallons)	Product	Estimated Annual Volume Purchased (Gallons)
North Operations Center	15,000	CBG 10%	127,000
North Operations Center	15,000	Clear Diesel	125,000
South Operations Center	10,000	CBG 10%	43,500
South Operations Center	10,000	Clear Diesel	42,000
City Landfill	1,000	Clear Diesel	55,000

- A. **DELIVERY:** All deliveries shall be made within 24 hours or less of order placement. From time to time, the Contractor may be expected to make deliveries on a short notice basis as requested by the City. If deliveries cannot be made within the needed time requirements, the City reserves the right to purchase fuel on the open or spot market.

Deliveries of more than 2,000 gallons shall be temperature compensated. Temperature corrections shall be calculated and shown on the invoice for each delivery location. More than one delivery may be listed on each invoice; however, each delivery and quantity must be itemized. Deliveries of 2,000 gallons or less shall be made by metered trucks with meter reading indicated on delivery ticket. More than one delivery may be listed on each invoice; however, each delivery and quantity must be itemized.

Dipstick readings shall be taken by the contractor before and after each delivery and be recorded on the delivery ticket. Water finding paste shall be used on the measuring devices when gauging fuel tanks, and any water cut noted on the delivery ticket.

- B. **DELIVERY LOCATIONS, CAPACITY, FUEL TYPE, AND ESTIMATED USAGE:** Deliveries of fuel to the North Operations Center (3181 N. Lear Ave.), South Operations Center (314 E. Main Avenue) and City Landfill (5200 S. Chuichu Road). Deliveries will require the contractor to pump into above ground storage tanks.
- C. **ESTIMATED QUANTITIES:** Quantities listed in the table below and on the RFP price sheet are estimates only. The City reserves the right to increase or decrease these amounts during the contract period. No guarantee is made to the exact number of gallons to be ordered. The City shall not be responsible for any overstock by the Contractor.

**D. PRICING:** For Gasoline and Diesel Fuel, the price paid by the City will be determined at the time of each order based on the Phoenix O.P.I.S. Weekly Contract Average plus any markup or minus any discount amount. **The City reserves the right to award the contract for all gasoline and diesel fuel to one contractor, or to multiple contractors based on proposed price for each bid item, if more advantageous to the City.** The price offered by the contractor for all gasoline and diesel fuel shall be identified in cents (minimum four decimal places) for each line item, to be added to or subtracted from the Phoenix O.P.I.S. Weekly Contract Average for the category of fuel purchased. Contractor must email the City of Casa Grande Fleet Services Division at sholms@casagrandeaz.gov with the Phoenix O.P.I.S. Weekly Contract Average used to calculate the invoice price.

#### **4. OFFER PREPARATION**

- 4.1 Format.** Offerors should submit their original Offer using the forms provided in this RFP with three (3) additional copies.
- 4.2 No Facsimile or Electronic Mail Offers.** Original Offers may not be submitted by facsimile or electronically. A facsimile or electronic version of an original Offer shall be rejected.
- 4.3 Typed or Ink Corrections.** The original Offer shall be typed or completed in ink. Erasures, interlineations or other modifications to the original Offer shall be initialed in ink by the person signing the Offer.
- 4.4 No Modifications.** Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- 4.5 Content.** The **Offer Section** shall contain all of the following information (all forms and documents are included in RFP package).
- 4.6 Description of Offeror.** A brief description of the Offeror, including legal organization, name, address and location of the Offeror's principal and local office must be provided.
- 4.7 Tax ID Number.** Offeror must provide its Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided in the Offer Section. A City of Casa Grande Sales Tax Number, if applicable, must also be supplied.
- 4.8 Exceptions to RFP.** Offeror shall identify any exceptions to the terms of this RFP on the form entitled "Exceptions to Services Being Offered to the City" included in the RFP. The form CONTRACT attached to this RFP, and all exhibits referenced therein, are considered to be a part of this RFP for which

exceptions must be identified. The exceptions identified must clearly specify the provision(s) objected to and include proposed alternative provision(s). **Failure to identify an exception as set forth herein shall indicate that Offeror accepts the terms of the RFP as presented.** Any exception identified will be considered during the City's evaluation of the Offer. An Offer that takes exception to a material requirement of the RFP may be rejected as non-responsive.

**4.9 Disclosure of Debarment.** If the Offeror (including each of its principals, Subcontractors, or joint venture partners) has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a Subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The explanation shall include documentation setting forth the name and address of the governmental entity, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances, including the details enumerated above, shall be provided.

**4.10 RFP Addendum Acknowledgement.** Each RFP Addendum shall be acknowledged in the Offer section. Failure to acknowledge a RFP Addendum may result in rejection of the Offer.

**4.11 Evidence of Intent to be Bound.** The Offer shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by its Offer and the terms of the RFP, and that the information provided in the Offer is true, accurate and complete. All entities to be bound by the Offer, or any portion thereof, must sign the Offer. Failure to sign the Offer shall result in rejection of the Offer.

**4.12 Non-Collusion and Non-Discrimination.** By signing and submitting the Offer, the Offeror certifies that:

- A. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
- B. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment; and

- C. The Offeror understands that it will be responsible for and shall pay all sales, consumer, use, and other taxes associated with the services provided. When equipment, materials or supplies that are generally taxable to the Offeror are eligible for a tax exemption due to the nature of the item or the involvement of the City, Offeror shall assist the City in applying for and obtaining such tax credits and exemptions which shall be paid or credited to the City.

**4.13 Certificate of Insurability.** Offeror shall complete the Certificate of Insurability form provided with this Request for Proposal.

**4.14 Offeror's Questionnaire.** Offeror must supply all information requested in the attached Offeror's questionnaire. Responses will serve as the basis for evaluation of qualified and responsive proposals.

**4.15 Pricing.** Offeror must complete and submit **RFP Price Sheets** which will be included as an attachment and conditions of the CONTRACT.

## 5. INQUIRIES

**5.1 Duty to Examine.** It is the responsibility of each Offeror to examine the entire RFP, seek clarification (inquiries), and examine its Offer for accuracy before submitting the Offer.

**5.2 Submission of Inquiries.** All inquiries, except those at the Pre-Proposal Conference shall be submitted in writing and shall refer to the appropriate page and section if appropriate. The City shall consider the relevancy of the inquiry but is not required to respond in writing.

**5.3 Timeliness.** Any inquiry regarding the RFP shall be submitted as soon as possible and should be submitted at least ten (10) days before the Offer due date and time. Failure to do so may result in the inquiry not being considered for a RFP Addendum.

**5.4 No Right to Rely on Verbal Responses.** An Offeror shall not rely on verbal responses for inquiries. A verbal reply to an inquiry or response does not constitute a modification of the RFP.

**5.5 City Contact Person.** Questions related to the general terms and conditions of the RFP should be directed to the City Clerk Remilie Miller at (520) 421-8600. Questions related to the scope and specifications of the RFP should be directed to Sanitation Superintendent Norm Gumenik at (520) 421-8625 or email: [ngumenik@casagrandeaz.gov](mailto:ngumenik@casagrandeaz.gov).

## 6. EVALUATION

**6.1 Disqualification.** An Offeror (including each of its principals, Subcontractors, or joint venture partners) who is currently debarred, suspended or otherwise

lawfully prohibited from any public procurement activity may have its Offer rejected.

**6.2. Clarifications.** The City reserves the right to obtain Offeror clarifications where necessary to arrive at a full and complete understanding of Offeror's product, service, and/or Offer. Clarification means a communication with an Offeror for the sole purpose of eliminating ambiguities in the Offer and does not give Offeror an opportunity to revise or modify its Offer.

**6.3. Waiver and Rejection Rights.** The City reserves the right to reject any or all Offers or to cancel the RFP altogether, to waive any informality or irregularity in any Offer received, and to be the sole judge of the merits of the respective Offers received.

**6.4. Award Decisions.** Award shall be made to the Offer deemed most advantageous to the City. Qualified and responsive proposals will be evaluated based on price offered. Responsive proposals must comply with fuel tank and dispenser requirements as specified in Section 3.4.E of this RFP.

## **7. INSURANCE REQUIREMENTS**

Concurrently with the execution of this Agreement, the CONTRACTOR will furnish the City of Casa Grande a certificate of insurance on a standard insurance industry ACORD form.

The CONTRACTOR, Subcontractors and Subconsultants must procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement 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 by the CONTRACTOR, his agents, representatives, employees, or Subcontractors.

The insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

The City in no way warrants that the minimum limits are sufficient to protect the CONTRACTOR from liabilities that might arise out of the performance of the agreed contract services under this Agreement by the CONTRACTOR, his agents, representatives, employees, Subcontractors or Subconsultants and the CONTRACTOR is free to purchase any additional insurance as may be determined necessary. The City will not pay for higher limits, but if the CONTRACTOR pays for insurance with higher limits, the CONTRACTOR will name the City as an additional insured on any additional insurance.

### **MINIMUM SCOPE AND LIMITS OF INSURANCE**

The CONTRACTOR must provide coverage at least as broad and with limits of liability not less than those stated below.

Commercial General Liability-Occurrence Form

General Liability/Aggregate

**The contractor or sub-contractor shall provide proof of environmental coverage under the general liability policy or endorsement of a separate policy. The coverage shall be listed on the Certificate of Insurance or separate endorsement listing the City of Casa Grande as additional insured.**

\$1,000,000/\$2,000,000	
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$100,000
Medical Expense (Any one person)	Optional

Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles

Combined Single Limit Per Accident For Bodily Injury and Property Damage	\$1,000,000
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Workers Compensation and Employers Liability:

Workers Compensation Limits	Statutory
Employers Liability: Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

**SELF-INSURED RETENTIONS**

Any self-insured retentions and deductibles must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any self- insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

**OTHER INSURANCE REQUIREMENTS**

The policies are to contain, or be endorsed to contain, the following provisions:

Commercial General Liability and Automobile Liability Coverages:

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City of Casa Grande, its officers, officials, agents, and employees are additional insured's with respect to liability arising out of activities performed by, or on behalf of, the

CONTRACTOR including the City's general supervision of the CONTRACTOR; Products and Completed operations of the CONTRACTOR; and automobiles owned, leased, hired, or borrowed by the CONTRACTOR.

The City, its officers, officials, agents, and employees must be additional insured's to the full limits of liability purchased by the CONTRACTOR even if those limits of liability are in excess of those required by this Agreement.

The CONTRACTOR'S insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees must be in excess of the coverage provided by the CONTRACTOR and must not contribute to it.

The CONTRACTOR'S insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Coverage provided by the CONTRACTOR must not be limited to the liability assumed under the indemnification provisions of this Agreement.

The policies must contain a waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the CONTRACTOR for the City.

Workers' Compensation and Employers Liability Coverage: The insurer must agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, and volunteers for losses arising from Work performed by the CONTRACTOR for the City.

Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage must extend, either by keeping coverage in force or purchasing an extended reporting option, for 3 years past completion and acceptance of the Work or services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the required provisions for the 3 year period.

## **SUBCONSULTANT'S AND SUBCONTRACTOR'S INSURANCE**

The SUBCONTRACTOR'S certificates must include all Subcontractors and Sub consultants as insured's under its policies or the CONTRACTOR must maintain separate certificates and endorsements for each Subcontractor and Sub consultant. All coverage's for Subcontractors and Sub consultants must be in the amounts shown in Article 6.2.

## **NOTICE OF CANCELLATION**

Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided, canceled by either party, reduced in coverage or in limits except after first giving 30 days written notice, by certified mail, return receipt requested to: City of Casa Grande Risk Management Office, 510 E. Florence Boulevard, Casa Grande, Arizona 85122.

## **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an A. M. Best's rating of no less than B++6. The City in no way warrants that the

above required minimum insurer rating is sufficient to protect the CONTRACTOR from potential insurer insolvency.

## **VERIFICATION OF COVERAGE**

The CONTRACTOR must furnish the City Certificate of Insurance ACORD form or equivalent approved by the City and with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage's must be clearly noted on the Certificate of Insurance.

All certificates and endorsements are to be received and approved by the City before Work commences. Each insurance policy required by this Agreement must be in effect on or before the earlier of commencement of Work under the Contract Documents or the signing of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

All Certificates of Insurance required by this Agreement shall be sent directly to the City of Casa Grande Clerk's Office. **The project name must be included on the Certificate of Insurance.** The City of Casa Grande shall be included as the "Certificate Holder" and named additional insured. The **City reserves** the right to require complete, certified copies of all insurance policies required by this Agreement, at any time.

## **APPROVAL**

Any modification or variation from the insurance requirements in this Agreement must be approved by the City of Casa Grande Risk Management office, whose decision is final. This action will not require a formal contract amendment, but may be made by administrative action.

**OFFER SECTION**  
**(Includes information required to be submitted with Offer)**

1. Offeror

Firm Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Principal Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Local Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Type of Organization: \_\_\_\_\_

2. Tax ID #: \_\_\_\_\_

4. Disclosure of Debarment Information:

\_\_\_\_\_

5. Receipt of Addenda:

Offeror acknowledges receipt of the following Solicitation Addendum(s):

<u>Addendum No.</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

**CERTIFICATE OF INSURABILITY**

I am fully aware of the insurance requirements contained in this RFP, and by the submission of this Offer, I hereby assure City of Casa Grande that I am able to produce the Insurance coverage required should I be selected to be awarded the CONTRACT.

Should I be awarded the CONTRACT pursuant to this RFP, and am unable to produce the insurance coverage specified within ten working days, I am fully aware and understand that I may not be considered for further projects by City of Casa Grande.

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Signature of Offeror

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Company

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Date

**OFFEROR'S QUESTIONNAIRE (Qualifications & Experience)**

- 1. Provide a brief history and description of your company.**

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- 2. Have you, either presently or in the past, been involved in any litigation, bankruptcy, or reorganization?**

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- 3. Summarize your experience in providing product and services similar to that outlined in the Scope of Work. Provide three references from other public agencies (municipal governments are preferred). Please include company name, address, phone, email, and contact person.**

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- 4. Please submit any additional information that you feel is applicable to your qualifications and experience.**

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**Offeror's Name of Company:** \_\_\_\_\_

**RFP PRICE SHEET (A)**  
**City of Casa Grande – Fuel Delivery Services**  
**(Proposed Pricing for One Contract for Delivery of all Product)**

Contractor’s bid price shall be the markup or discount amount (in cents to a minimum four decimal places) for each line item, to be added to or subtracted from, the Phoenix O.P.I.S. Weekly Contract Average for the type of fuel ordered. Price Sheet (A) is for proposed pricing for award of contract to one contractor for delivery of all gasoline and diesel fuel to City. The bid price is to be effective for the term of the twenty-four (24) month contract. The Contractor shall agree the price stated in the original contract shall apply for one-year renewal contracts (less the landfill tank cost) unless a percent of increase or decrease is quoted.

Tank Location	Tank Size (Gallons)	Product	Estimated Annual Volume Purchased (Gallons)	Markup or Discount Amount (above or below Phoenix O.P.I.S. Weekly Contract Average)
North Operations Center	15,000	CBG 10%	127,000	
North Operations Center	15,000	Clear Diesel	125,000	
South Operations Center	10,000	CBG 10%	43,500	
South Operations Center	10,000	Clear Diesel	42,000	
City Landfill (1)	1,000	Clear Diesel	55,000	

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**SIGNATURE PAGE**

**If OFFEROR is:**

**An Individual**

\_\_\_\_\_  
Signature of Offeror

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

**RFP PRICE SHEET (B)**  
**City of Casa Grande – Fuel Delivery Services**  
**(Proposed Pricing for Award of Individual Bid Items)**

Contractor’s bid price shall be the markup or discount amount (in cents to a minimum four decimal places) for each line item, to be added to or subtracted from, the Phoenix O.P.I.S. Weekly Contract Average for the type of fuel ordered. Price Sheet (B) is for proposed pricing for award of individual bid items individual contractors. The bid price is to be effective for the term of the twenty-four (24) month contract. The Contractor shall agree the price stated in the original contract shall apply for one-year renewal contracts (less the landfill tank cost) unless a percent of increase or decrease is quoted.

Tank Location	Tank Size (Gallons)	Product	Estimated Annual Volume Purchased (Gallons)	Markup or Discount Amount (above or below Phoenix O.P.I.S. Weekly Contract Average)
North Operations Center	15,000	CBG 10%	127,000	
North Operations Center	15,000	Clear Diesel	125,000	
South Operations Center	10,000	CBG 10%	43,500	
South Operations Center	10,000	Clear Diesel	42,000	
City Landfill (1)	1,000	Clear Diesel	55,000	

**SIGNATURE PAGE**

**If OFFEROR is:**

**An Individual**

\_\_\_\_\_  
Signature of Offeror

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

---

**A Partnership**

By:

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Partner's Signature)

\_\_\_\_\_  
(Printed or Typed Name of Partner)

License or Registration No:

Business Address:

Phone No.:

Fax No.:

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**A Corporation**

By:

\_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By:

\_\_\_\_\_  
**(Signature of Officer Authorized to Sign)**

\_\_\_\_\_  
(Printed or Typed Name of Officer Authorized to Sign)

Attest:

\_\_\_\_\_  
(Secretary)

Federal I.D. Number:

Business Address:

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

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**A Joint Venture**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or Typed Name)

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or Typed Name)

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Each party to the joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

**PROPOSAL CHECK LIST (Items must be included in proposal submittal).**

- Offer Section
- Certificate of Insurability
- Offeror's Questionnaire (Qualifications & Experience)
- RFP Price Sheet
- Fuel Delivery Services - Contract for Services (**Read and Understand**)

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Authorized Signature

---

Company

---

Date

**City of Casa Grande  
and**

**Agreement**

**I. INTRODUCTION**

This Agreement (hereinafter referred to as the "Agreement") is entered into by and between the City of Casa Grande, Arizona, a municipal corporation (hereinafter referred to as the "City") and \_\_\_\_\_, a \_\_\_\_\_ corporation (hereinafter referred to as "Bidder").

**II. EFFECTIVE DATE**

This Agreement shall be effective as of the date that the last representative for the parties executes this Agreement.

**III. RECITALS**

**A. WHEREAS**, the City issued a Request for Bids for \_\_\_\_\_; and

**B. WHEREAS**, Bidder was the lowest responsible bidder which responded to the City's Request for Bids; and

**C. WHEREAS**, the Casa Grande City Council has, by Ordinance/Resolution No. \_\_\_\_\_, accepted the Bidder's response and authorized the execution of a contract with the Bidder in accordance with the bid response;

**NOW, THEREFORE**; in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

**IV. TERMS AND CONDITIONS**

**A.** Within \_\_\_\_\_ days from the issuance of the City's Purchase Order, the Bidder hereby agrees to provide and deliver \_\_\_\_\_, as specified in and in compliance with all terms of the City's Request for Bids attached hereto as Exhibit 1 and incorporated herein by this reference) and the Bidder's Response thereto (attached hereto as Exhibit 2 and incorporated herein by this reference) at the cost of \$ \_\_\_\_\_, including any applicable sales taxes.

**B.** The Bidder shall indemnify and hold the City, its successors and assigns, harmless from and against all claims and all costs, expenses (including reasonable attorney's fees) and liabilities incurred in connection with all claims, including any action or proceeding brought thereon, arising from or as a result of the death of, or any accident, loss, injury or damage whatsoever to, any person, or to the property of any person, occurring on or about the provision and/or delivery of a \_\_\_\_\_, and caused by, due to and/or arising from the acts or omissions of the Bidder, its successors, assigns, agents, employees, invitees or licensees.

**C.** The Bidder agrees to provide evidence of any performance bond or payment bond if specified in the City's Request for Bids within the time period specified therein.

**D.** The Bidder agrees to provide, to City Clerk's Office at the City's address (listed on page one), evidence of any liability insurance required in the City's Request for Proposal within the time period specified therein.

## 1. GENERAL PROVISIONS

**E. Recitals.** The Recitals set forth at the beginning of this Agreement are hereby acknowledged and incorporated herein and the parties hereby confirm the accuracy thereof.

**F. Relationship.** This Agreement shall not be construed as creating a joint venture, partnership, or any other cooperative or joint arrangement between or among the parties, and it shall be construed strictly in accordance with its terms.

**G. Mandatory Signature.** This Agreement shall become binding on and enforceable against the City of Casa Grande only after acceptance by the Casa Grande City Council and execution by the Casa Grande City Manager whether or not contract negotiations were conducted by the City Manager or any other agent of the City of Casa Grande.

**H. Integration.** This contract, including all incorporated documents, components, attachments, addenda, exhibits, and plans, constitutes the entire agreement between the parties pertaining to the subject matter contained herein. This Agreement supercedes all prior and contemporaneous agreements, representations and understandings of the parties, oral or written. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by both parties.

**I. Equal Treatment of Parties in Interpretation of Agreement.** This Agreement is the result of arms-length negotiations between parties of roughly equivalent bargaining power and expresses the complete, actual, and intended agreement of the parties. This Agreement shall not be construed for or against either party as a result of its participation, or the participation of its counsel, in the preparation and/or drafting of this Agreement or any exhibits hereto.

**J. Construction.** Captions and paragraph headings used in this Agreement are for convenience only, are not a part of this Agreement, shall not be deemed to limit or alter any provisions of this Agreement, and shall not be deemed relevant in construing the agreement. When used herein, the terms "include" or "including" shall mean without limitation by reason of the enumeration. All grammatical usage herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require. The term "person" shall include an individual, corporation, partnership, trust, estate, or any other entity. If the last day of any time period stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday in the State of Arizona.

**K. Additional Acts and Documents.** Each party to this Agreement agrees to do all things, take all actions and to make, execute and deliver such other documents and instruments as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.

**L. Authority to Bind Party.** The individuals executing this Agreement on behalf of each party represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of their respective parties.

**M. Waiver Not Implied.** No waiver by either party of any portion of this Agreement or any breach by either party shall constitute a waiver of any other provision, whether or not similar, or of any subsequent breach of the same or any similar provision. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the party making the waiver. Each party specifically waives notice of default and right to cure said default unless specifically provided for in this Agreement.

**N. Timely Performance.** Time is of the essence for the performance of all conditions and obligations under this Agreement.

**O. Governing Law/Choice of Forum.** This Agreement and the rights, duties, and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Arizona, and any controversy, dispute or litigation shall be brought or commenced only in a court of competent jurisdiction in Pinal County, Arizona (or in the United States District Court for the District of Arizona if, but only if, the appropriate court in Pinal County lacks or declines jurisdiction over such action). The parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph.

**P. Prevailing Party's Costs.** The parties agree in the event of a breach of this contract, the non-prevailing party will pay the other party's reasonable expenses, including, but not limited to, expert witness fees, and reasonable attorney's fees incurred because of the breach, whether a lawsuit is instituted or not.

**Q. Severability.** If any provision of this Agreement is declared void and unenforceable, such provision shall be deemed severed from this Agreement which shall otherwise remain in full force and effect. Further, if any such provision may be reduced and/or narrowed in scope or the like, such provision shall be reduced, narrowed, and/or the like, and so enforced. The same shall apply to any portion of any provision.

**R. Prohibition on Assignment.** The Bidder agrees it will not transfer or assign any obligations, duties, rights or benefits under this contract to any person or entity without express written permission of the City. Permission of City may be withheld with or without cause.

**S. Cancellation for Conflict of Interest.** This Agreement is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. §38-511.

**T. E-verify requirements.** To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Bidder and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Bidder's or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City. The Bidder agrees to insert language similar to this paragraph in all contracts in which they engage with subcontractors on this project to ensure that those subcontractors are meeting the requirements of the above-mentioned statutes. The City retains the legal right to randomly inspect the papers and records of the Bidder and its subcontractors who work on the Agreement to ensure that the Bidder and its subcontractors are complying with the above-mentioned warranty. The Bidder and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the City. The Bidder and its subcontractors shall cooperate with the City's random inspections including granting the City entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

**U. Compliance with A.R.S. §35-391.06 and 35-393.06.** Bidder, and his/her firm, certifies that it does not have, nor will it for the duration of this contract have, scrutinized business operations in Sudan or Iran as defined in A.R.S. § 35-391.06 and 35-393.06.

**V. Notices.** All notices required or permitted to be given hereunder shall be in writing and shall become effective upon personal service or seventy-two (72) hours after being deposited in the United States mail, certified or registered mail, postage prepaid, addressed as shown below or to such other address as the parties have designated and acknowledged in writing.

City of Casa Grande  
ATTN: Office of City Manager  
510 East Florence Boulevard  
**Casa Grande, Arizona 85122**

\_\_\_\_\_  
ATTN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We, the undersigned, have executed this document on the dates below written and hereby swear and affirm that we are duly authorized in accordance with law to execute this document.



County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2013, \_\_\_\_\_ personally appeared before the undersigned and acknowledged himself/herself to be the \_\_\_\_\_ of \_\_\_\_\_ being authorized so to do, executed the Agreement between Bidder and the City (identified in City of Casa Grande records as C. G. Contract No. \_\_\_\_\_) in the capacity therein stated and for the purposed therein contained by signing his/her name.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_