



Whiteriver Unified School District, #20

Notice of Invitation For Bid

IFB: 15-06-20

PROJECT: Bulk Fuel Delivered; Unleaded and ULSD, Clear and Red Dye

Page 1
of 39

959 S Chief Avenue
Whiteriver, AZ 85941
(928) 358-5800

INVITATION FOR BID #	15-06-20
MATERIAL OR SERVICE	Bulk Fuel Delivered; Unleaded and ULSD, Clear and Red Dye
DUE DATE & TIME	August 26, 2015, at 11:00A.M. LOCAL TIME
OPENING TIME	August 26, 2015, at 11:01A.M. LOCAL TIME
DISTRICT'S WEBSITE	www.wusd.us
OPENING LOCATION	Whiteriver Unified School District, #20 Business Office 959 S Chief Avenue Whiteriver, AZ 85941
PRE-SUBMITTAL CONFERENCE DATE TIME	None
MAILING LOCATION	Whiteriver Unified School District, #20 PO Box 190 Whiteriver, AZ 85941

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, competitive sealed bids for the material or services specified will be received by the **Whiteriver Unified School District**, at the above specified location, until the time and date cited. Sealed bids received by the correct time and date shall be opened and the vendors' pricing shall be publicly read. All other information contained in the Offer shall remain confidential until award is made. **If you need directions to our office**, please call (928) 358-5800. IFB and any amendments will be posted to www.wusd.us

Offers shall be in the actual possession of the District, at the location indicated, on or prior to the exact time and date indicated above. Late Offers shall not be considered.

Offers must be submitted in a sealed envelope using the District provided label and/or envelope with the solicitation number and Offeror's name and address clearly indicated on the envelope. All Offers must be written legibly in ink or typewritten. Additional instructions for preparing an Offer are provided herein.

One copy is requested, plus one marked original. **VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION FOR BID.**

Sandie Sedillo

August 10, 2015

Sandie Sedillo Business Manager

Date

(928) 358-5800

(928) 358-5801 Fax

SSedillo@WUSD.US



Whiteriver Unified School District, #20

Table of Contents

IFB: 15-06-20

PROJECT: Bulk Fuel Delivered; Unleaded and
ULSD, Clear and Red Dye

Page 2
of 39

959 S Chief Avenue
Whiteriver, AZ 85941
(928) 358-5800

Title	Page
Uniforms Instructions to Offerors.....	3
Uniform General Terms and Conditions –	7
Special Instructions to Offerors	15
Special Terms and Conditions –	19
Checklist	26
Scope of Work	27
Bid Pricing Submittal	28
No Bid Form.....	30
Questionnaire	31
Deviations and Exceptions.....	32
Familial Relationship Disclosure Statement	33
Amendment Acknowledgement Form	34
Drug Free Workplace	35
Non-collusion Statement.....	36
Offer and Acceptance	37
I.R.S. W-9 Form, Request for Taxpayer Identification Number.....	38
Mailing Label.....	39

DOCUMENTS REFERENCED:

You may access a copy of the documents referenced within this bid at the following web addresses:

Arizona Revised Statutes (A.R.S.) is available at:


<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>

School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at:

http://www.azsos.gov/public_services/Title_07/7-02.pdf

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at:

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

	Whiteriver Unified School District, #20 Uniform Instructions to Offerors		959 S Chief Avenue Whiteriver, AZ 85941 (928) 358-5800
	IFB: 15-06-20 PROJECT: Bulk Fuel Delivered; Unleaded and ULSD, Clear and Red Dye	Page 3 of 39	


1. Definition of Terms

As used in these instructions, the terms listed below are defined as follows:

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a Contract with the School District.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- H. **“Offer”** means bid, proposal or quotation.
- I. **“Offeror”** means a vendor who responds to a Solicitation.
- J. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- K. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Qualifications (RFQ).
- L. **“Solicitation Amendment (or Amendment)”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- M. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- N. **“School District”** means the School District that executes the Contract.

2. Inquiries


- A. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.
- B. **Solicitation Contact Person.** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the solicitation, shall be directed solely to the solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. **Submission of Inquiries.** The Procurement Officer or the person identified in the solicitation as the contact for inquires may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, Page, and paragraph. Do not place the solicitation number on the outside of the envelope containing that inquire since it may then be identified as an Offer and not be opened until after the Offer due date and time.
- D. **Timeliness.** Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.

	Whiteriver Unified School District, #20 Uniform Instructions to Offerors		959 S Chief Avenue Whiteriver, AZ 85941 (928) 358-5800
	IFB: 15-06-20 PROJECT: Bulk Fuel Delivered; Unleaded and ULSD, Clear and Red Dye	Page 4 of 39	

- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Amendment. An Offeror may not rely on verbal responses to its inquires.
- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment or Amendment.
- G. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. 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 Solicitation shall be answered solely through a written Solicitation Amendment or Amendment.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. **Offer Preparation**

- A. Forms: No Facsimile or Telegraphic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, telegraphic or mailgram offer shall be rejected.
- B. Typed or Ink; Corrections. The Offer must be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's Preprinted or standard terms will not be considered as a part of any resulting Contract.
 - 1. Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - 2. Request for Qualifications: All exceptions that are contained in the Offer may negatively affect the proposal evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment/Amendment shall result in rejection of the Offer.
- H. Federal Excise Tax. School Districts/public entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Price Sheet.
- J. Identification of Taxes in Offer. School Districts/public entities are subject to all applicable state and local

	Whiteriver Unified School District, #20 Uniform Instructions to Offerors		959 S Chief Avenue Whiteriver, AZ 85941 (928) 358-5800
	IFB: 15-06-20 PROJECT: Bulk Fuel Delivered; Unleaded and ULSD, Clear and Red Dye	Page 5 of 39	

transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Offer, the School District will conclude that the price(s) offered includes all applicable taxes.

- K. Disclosure. If the Firm, business, or person submitting this Offer 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 must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
 1. Special Terms and Conditions;
 2. Uniform General Terms and Conditions;
 3. Statement of Scope of Work;
 4. Specifications;
 5. Attachments;
 6. Exhibits;
 7. Special Instructions to Offerors; and
 8. Uniform Instructions to Offerors
- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

4. Submission of Offer

- A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.
- B. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- C. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the School District. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. The School District shall make a determination on whether the stamped information is confidential pursuant to the School District's Procurement Code.
- D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the offeror certifies that:
 1. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and
 2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

5. Evaluation

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.



Whiteriver Unified School District, #20

Uniform Instructions to Offerors

IFB: 15-06-20

PROJECT: Bulk Fuel Delivered; Unleaded and
ULSD, Clear and Red Dye

Page 6
of 39

959 S Chief Avenue
Whiteriver, AZ 85941
(928) 358-5800

- B. Taxes. All applicable taxes in the Offer will be considered by the School District when determining the lowest bid or evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates is the sole responsibility of the Contractor.
- C. Late Offers. An offer submitted after the exact Offer due date and exact time shall be rejected.
- D. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final due date.
- F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the School District reserves the right to:
 - 1. Waive any minor informality;
 - 2. Reject any and all offers or portions thereof; or
 - 3. Cancel a solicitation.


6. Award

- A. Number or Types of Awards. Where applicable, the School District reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the School District. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District's interest, "all or none" Offers shall be rejected.
- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature of the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.

7. Protests

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1 141 through R7-2-1 153. Protests shall be in writing and be filed with the District Representative, Dr. Rea Goklish, Superintendent. A protest of a solicitation shall be received by the District Representative before the Offer due date. A protest of a proposed award or of an award shall be filed with the Procurement Officer within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- A. The name, addresses, and telephone number of the protester;
- B. The signature of the protester or its representative;
- C. Identification of the purchasing agency and the Solicitation or Contract number;
- D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- E. The form of relief requested.

	Whiteriver Unified School District, #20 Uniform Terms and Conditions		959 S Chief Avenue Whiteriver, AZ 85941 (928) 358-5800
	IFB: 15-06-20 PROJECT: Bulk Fuel Delivered; Unleaded and ULSD, Clear and Red Dye	Page 7 of 39	


1. Definition of Terms

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

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a Contract with the School District.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. **“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
- H. **“Offer”** means bid, proposal or quotation.
- I. **“Offeror”** means a vendor who responds to a Solicitation.
- J. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
- K. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- L. **“Solicitation Amendment (or Amendment)”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- M. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- N. **“School District”** means the School District that executes the Contract.

2. Contract Interpretation

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Contract Order of Preference. In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:


	Whiteriver Unified School District, #20 Uniform Terms and Conditions		959 S Chief Avenue Whiteriver, AZ 85941 (928) 358-5800
	IFB: 15-06-20 PROJECT: Bulk Fuel Delivered; Unleaded and ULSD, Clear and Red Dye	Page 8 of 39	

1. Special Terms and Conditions;
2. Uniform General Terms and Conditions;
3. Statement or Scope of Work;
4. Specifications;
5. Attachments;
6. Exhibits;
7. Documents Referenced in the Solicitation;

- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. **Contract Administration and Operation**

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall Contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. At any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District for testing and inspection.
- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized

	Whiteriver Unified School District, #20 Uniform Terms and Conditions		959 S Chief Avenue Whiteriver, AZ 85941 (928) 358-5800
	IFB: 15-06-20 PROJECT: Bulk Fuel Delivered; Unleaded and ULSD, Clear and Red Dye	Page 9 of 39	

Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.


- F. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- G. Property of the School District. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District.

4. Costs and Payments

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. destination and shall include delivery and unloading at the destinations.
- C. Applicable Taxes.
 - 1. Payment of Taxes by the School District. The School District will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
 - 2. State and Local Transaction Privilege Taxes. The School District is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District.
- D. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District will make reasonable efforts to secure such funds.

5. Contract Changes

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written

	Whiteriver Unified School District, #20 Uniform Terms and Conditions		959 S Chief Avenue Whiteriver, AZ 85941 (928) 358-5800
	IFB: 15-06-20 PROJECT: Bulk Fuel Delivered; Unleaded and ULSD, Clear and Red Dye	Page 10 of 39	

approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

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

6. Risk and Liability

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

- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the School District shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.

- C. Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the School District against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District of materials furnished or work performed under this Contract. The School District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

- D. Force Majeure.


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

2. Force Majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
- b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. ; or
- c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give

	Whiteriver Unified School District, #20 Uniform Terms and Conditions		959 S Chief Avenue Whiteriver, AZ 85941 (928) 358-5800
	IFB: 15-06-20 PROJECT: Bulk Fuel Delivered; Unleaded and ULSD, Clear and Red Dye	Page 11 of 39	

rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.


- E. Third Party Antitrust Violations. The Contractor assigns to the School District any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

7. Warranties

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District of the materials or services, they shall be:
1. Of a quality to pass without objection in the trade under the Contract description;
 2. Fit for the intended purposes for which the materials or services are used;
 3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
 4. Adequately contained, packaged and marked as the Contract may require; and
 5. Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material or service supplied to the School District shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection testing of or payment for the materials or services by the School District.
- F. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.
- G. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.
- H. Survival of Rights and Obligations after Contract Expiration or Termination.
1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. School District's Contractual Remedies

- A. Right to Assurance. If the School District in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing the Contract, the Procurement Officer may demand in writing

	Whiteriver Unified School District, #20 Uniform Terms and Conditions		959 S Chief Avenue Whiteriver, AZ 85941 (928) 358-5800
	IFB: 15-06-20 PROJECT: Bulk Fuel Delivered; Unleaded and ULSD, Clear and Red Dye	Page 12 of 39	

that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

B. Stop Work Order.

1. The School District may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

C. Non-exclusive Remedies. The rights and the remedies of the School District under this Contract are not exclusive.

D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

E. Right to Offset. The School District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District or damages assessed by the School District concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.


9. Contract Termination

A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the School District may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

B. Gratuities. The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

C. Suspension or Debarment. The School District may, by written notice to the Contractor, immediately terminate this Contract if the School District determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

D. Termination for Convenience. The School District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the

	Whiteriver Unified School District, #20 Uniform Terms and Conditions		959 S Chief Avenue Whiteriver, AZ 85941 (928) 358-5800
	IFB: 15-06-20 PROJECT: Bulk Fuel Delivered; Unleaded and ULSD, Clear and Red Dye	Page 13 of 39	

effective date of the termination and minimize all further costs to the School District. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.

E. Termination for Default.

1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District.
3. The School District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District for any excess costs incurred by the School District reprocurring the materials or services.

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

10. Contract Claims

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15-213 and rules adopted thereunder.

11. Gift Policy

The District will accept no gifts, gratuities or advertising products from vendors. The District has adopted a zero tolerance policy concerning vendor gifts. The District may request product samples from vendors for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

12. Offshore Performance


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

13. Contractor's Employment Eligibility

By entering the contract, contractor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.

The District may request verification of compliance from any contractor or subcontractor performing work under this contract. The District reserves the right to confirm compliance in accordance with applicable laws.

Should the District suspect or find that the contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract

	Whiteriver Unified School District, #20 Uniform Terms and Conditions		959 S Chief Avenue Whiteriver, AZ 85941 (928) 358-5800
	IFB: 15-06-20 PROJECT: Bulk Fuel Delivered; Unleaded and ULSD, Clear and Red Dye	Page 14 of 39	

for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

14. Terrorism County Divestments

Per A.R.S. 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.

15. Fingerprint Checks


If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy.

The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Additionally, the contractor shall comply with the governing body fingerprinting policies of each school district.

16. Non-Discrimination

The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act, The Parties shall take affirmative action to ensure that Districts for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

	Whiteriver Unified School District, #20 Special Instructions to Offerors		959 S Chief Avenue Whiteriver, AZ 85941 (928) 358-5800
	IFB: 15-06-20 PROJECT: Bulk Fuel Delivered; Unleaded and ULSD, Clear and Red Dye	Page 15 of 39	

SPECIAL Instructions to Offers

1. **Offeror’s Contact**
 All questions regarding this IFB, including technical specifications, Scope of Work, process, etc., must be submitted using fax (928) 358-5801 or emailed to Sadie Sedillo at SSedillo@WUSD.US

2. **Pre-Bidders Conference**
 None scheduled.

3. **Bid Preparation**
 An authorized representative of the Offeror will sign bids. All information requested must be submitted. Failure to submit all information requested may result in a lower evaluation or rejection of the bid. Bids should be prepared simply and economically, providing a straightforward, concise description of the capabilities to satisfy the requirements of the IFB. Emphasis should be on the completeness and clarity of content. The District will not provide any reimbursement for the cost of developing, demonstrating or presenting bids in response to this IFB.

4. **Bonding for Bulk Fuel Delivered; Unleaded and ULSD, Clear and Red Dye**
 1. **Bid Bond:** Not Required.


 2. **Performance Bond:** Not required.

5. **Approval of Equal Items of Equipment and/or Materials Before Submission of Bids :**
 If a bidder wishes to use items of equipment and/or materials other than those identified by trade or manufacturer's name, model or catalog number in the Specifications, he shall submit his request for approval to the District at least seven (7) days prior to the date set for opening of bids. Approvals will be granted only upon individual requests of prime bidding contractors. No approvals for substitutions will be granted directly to suppliers, distributors or subcontractors. Each request shall include all basic data and characteristics of the specified time, as well as the proposed item, so that a direct comparison can be readily made. It is the sole responsibility of the bidder to submit complete descriptive and technical information so that the District can make a proper appraisal. All requests shall be in writing, addressed to the Business Manager. All approvals will be issued in writing and will be posted in the form of an Amendment on the District’s website (www.wusd.us). It is the contractor’s responsibility to check the website on a regular basis. The Contractor should thoroughly acquaint himself with the Contract and General Conditions and the above Instructions.

6. **Clarification of Bid Submittals:**
 If clarification of your offer is required it will most likely be found nonresponsive.

7. **Confidential Information:**
 If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (Price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The District, pursuant to R7-2-1016, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the 'Protest' provision as noted in R7-2-1142.

Any portion of your bid that you consider of a confidential nature shall be cut from its document of origin and pasted within the confidential section. The confidential section shall be placed in a separate envelope

	Whiteriver Unified School District, #20 Special Instructions to Offerors		959 S Chief Avenue Whiteriver, AZ 85941 (928) 358-5800
	IFB: 15-06-20 PROJECT: Bulk Fuel Delivered; Unleaded and ULSD, Clear and Red Dye	Page 16 of 39	

inside your bid submittal. On the outside of the envelope there shall be a list of the contents, the reason this is confidential/proprietary, and whom is the contact person regarding the contents of the envelope. Reference to its location within the document of origin must be submitted for reference.

Any attachment that has confidential information within it cannot be removed once your Bid has been submitted. If the District finds it is not confidential, the firm may pick up their envelope containing the confidential information and none of the material will be used in the evaluation process. Should the District find in favor of the firm, any information contained in the Confidential Information envelope, will be viewable only by appropriate procurement staff and evaluators.

8. **Contract Award:**

The District intends to award a firm-fixed price contract or contracts, unless otherwise indicated, resulting from this solicitation to the responsible offeror(s) whose bid represents the best value after evaluation in accordance with the factors and subfactors identified in the solicitation. The District may reject any or all bids if such action is in the District's best interest. It is possible one firm could be awarded the acquisition and installation of units on a large install; and another firm to handle service, parts, and repairs.

The District may waive informalities and minor irregularities on bids received. The offeror's initial bid should contain the offeror's best terms from a price or cost and technical standpoint. The District reserves the right to make an award on any item for any quantity less than the quantity offered, at unit costs or prices offered, unless the offeror specifies otherwise in the bid. The District reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the District's best interest to do so.

9. **Contract Payment Terms:**

Offerors must indicate the prompt payment terms that they will offer to the District (for example: 2/10 Net 30; 2/15 Net 30, etc.) At a minimum, offeror's payment terms shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Progress payments will be made.

10. **Evaluation Schedule:**

The bids will be initially evaluated for conforming to the requirements of the IFB. Then a spreadsheet will be built with all the pricing and costs for the IFB.

11. **Evaluation Criteria:**

The evaluation criteria are listed below in relative order of importance:


- Responsiveness of the bid in clearly stating and understanding the scope of work, and in meeting the requirements of the IFB.
- Does the vendor have a history of least five year being responsible in the delivery of these goods and services in the past without unresolved issues?
- After these criteria are met, price is the most important factor.

12. **Deviations and/or Exceptions:**

Offerors shall indicate any exceptions they have taken to the instructions, terms, conditions or other requirements of the solicitation.

13. **References:**

Each offering firm shall provide at least three references; Owner; Contact Person; Cell number and email address.

	Whiteriver Unified School District, #20 Special Instructions to Offerors		959 S Chief Avenue Whiteriver, AZ 85941 (928) 358-5800
	IFB: 15-06-20 PROJECT: Bulk Fuel Delivered; Unleaded and ULSD, Clear and Red Dye	Page 17 of 39	

14. Lobbying:

Offerors are hereby advised that lobbying is not permitted with any district personnel or board members related to or involved with this IFB until the administration's recommendation for award has been posted in the business office. All oral or written inquiries must be directed through the procurement department.

Lobby is defined as “any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the Governmental Decision of a Board Member or ANY District Personnel after release and prior to the award of this contract by all entities.” Any Offeror or any individuals that lobby on behalf of Offeror during the time specified will result in the rejection and disqualification of said Offer.

15. Offerors Responsibility:

The offeror is cautioned that it is the offerors sole responsibility to submit information related to the evaluation categories and that the Whiteriver Unified School District of Arizona is under no obligation to solicit such information if it is not included with the offerors bid. Failure by the offeror to submit such information may cause an adverse impact on the evaluation of the offerors bid.

16. Responsibility, Responsiveness and Acceptability:

In accordance with R7-2-1076, R7-2-1161, R7-2-1168, R7-2-1171, and R7-2-1003(B), R7-2-1031 or R7-2-1046, the District shall consider the following in determining offerors' responsibility as the responsiveness of bids submitted in response to the solicitation.


Offerors may not be considered responsible if they have been debarred from the practice of their profession that would otherwise be necessary in the provision of goods and services under any resulting contract. Offerors may not be considered responsible if they have had a contract with the District, within the last three–years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract. Offerors may also not be considered responsible if there is factual evidence of their frequent and reoccurring failure to satisfy the terms of their agreements and contractual relationships, both with the District or other government entities. Factual evidence shall consist of any documented vendor performance reports, customer complaints and/or negative references.

Additional factors in determining if a bidder is responsible:

- A. The proposed contractor’s financial, material, personnel and other resources, including subcontractors.
- B. The proposed contractor’s record of performance and integrity.
- C. Whether the proposed contractor is qualified legally to contract with the public entity.
- D. Whether the proposed contractor supplied all necessary information concerning its responsibility.
- E. Complaints on file with the ADEQ.
- F. Prior litigation history.
- G. References

Bids may not be considered responsive if they are not submitted in the requested format; if they include significant exceptions to any requirements, terms or conditions that render the bid unacceptable; or do not contain sufficient contents with which to evaluate the bid, e.g., references, prices or pricing, other requested information.


Determinations of non–responsibility and/or non–responsiveness shall be made in writing, and shall set forth the bases for the determination. Bids from offerors determined to be non–responsible or bids

	Whiteriver Unified School District, #20 Special Instructions to Offerors		959 S Chief Avenue Whiteriver, AZ 85941 (928) 358-5800
	IFB: 15-06-20 PROJECT: Bulk Fuel Delivered; Unleaded and ULSD, Clear and Red Dye	Page 18 of 39	

determined to be non-responsive, may be set aside at the time of the determination without further evaluations. Offerors will be notified if their bid is set aside for either of these reasons.

17. **Offer Submission, Due Date and Time:**

It is the responsibility of the vendor to ensure that the bid packet is delivered on the due date by the time required. Delivery time varies for all packages delivered to WUSD. If packages are received after the due date and time specified in the solicitation due to carriers like UPS or Fed Ex delivering late, WUSD will not be held responsible and your response will be rejected. Plan accordingly. We are not in an overnight delivery area.

	Whiteriver Unified School District, #20 Special Terms and Conditions		959 S Chief Avenue Whiteriver, AZ 85941 (928) 358-5800
	IFB: 15-06-20 PROJECT: Bulk Fuel Delivered; Unleaded and ULSD, Clear and Red Dye	Page 19 of 39	

1. **Purpose:**

The Whiteriver Unified School District To enter into a contract to acquire bulk diesel and unleaded gasoline for the District’s vehicles, equipment, and miscellaneous needs.

2. **Insurance:**

Offeror agrees to maintain such insurance as will fully protect Offeror and the District from any and all claims under any workers’ compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror and the District for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to the District.

Successful Offeror will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with a deductible of not more than \$5,000 and naming *Whiteriver Unified School District* as an additional insured party.

Successful Offeror will be required to submit proof of and maintain Worker’s Compensation and Employer’s Liability Insurance as required by law.

3. **Safety:**

Offeror, at its own expense and at all times, shall take all reasonable precautions to protect persons and the District property from damage, loss or injury resulting from the activities of Offeror, its employees, its subcontractors, and/or other persons present. Offeror will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.

4. **Contract Type:**

Fixed Firm Delivery Fee, plus the Phoenix “Rack Average”.


5. **Pricing:**

The contract price for all gasoline and diesel fuels shall be the margin price (in cents, to a maximum of four decimal places) for each line item, to be added to the Phoenix “Rack average” price published each Thursday by the Oil Price Information Service (O.P.I.S.) for the type of fuel required by in order to determine the actual purchase price. The average price published by O.P.I.S. each Thursday shall be in effect for purchases from Monday through Sunday of the following week. If O.P.I.S does not publish a price for the type of fuel required in the current week, the most recent published price shall prevail.

6. **Warranty/Quality Guarantee**

Fitness: The awarded vendor warrants that any product or material supplied under this solicitation shall conform to all requirements of Scope of Work and Terms and Conditions, all representations of contract vendor, and shall be fit for all purposes and uses required by the contract.

Inspection: The warranties set forth shall not be affected by inspection or testing of, or payment for the products or materials to the awarded vendor by the District.

	Whiteriver Unified School District, #20 Special Terms and Conditions		959 S Chief Avenue Whiteriver, AZ 85941 (928) 358-5800
	IFB: 15-06-20 PROJECT: Bulk Fuel Delivered; Unleaded and ULSD, Clear and Red Dye	Page 20 of 39	

Quality: Unless otherwise specified, contract vendor warranties that for one (1) year after acceptance of the products or materials by the District, they shall be:

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

7. **Warranty Requirements**

Awarded vendor warrants that all products, materials, and services delivered under this solicitation shall conform to the specifications.

8. **Quantities:**

All quantities for bid submittal purposes are estimates based on previous year's history of usages.

9. **Regulatory Agencies:**

It will be necessary that all work meet the requirements of **all** local regulatory agencies.

10. **Award Basis:**


The successful offeror will be determined by Evaluation Criteria including but not limited to pricing, or other incentives offered. The District reserves the right to award as many term contracts for the services as may be in the best interest of the District. Awards will not be made based on price alone. Award will be made to the responsive and responsible offeror(s) whose proposals are determined in writing to be the most advantageous to the District. The District reserves the right to use model projects or market baskets to determine the most advantageous proposals. The District reserves the right to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.

If a contractor receives a proposal award, an order is placed and contractor is unable to meet the delivery requirements, meet service requirements, or material that meets the District's needs as outlined in this Request for Proposal, or is unable to hold proposal price, or fails to provide product or service within a reasonable period of time, AND/OR fails to provide product complying with proposal specifications, as determined by the District, the District reserves the right to go to the next lowest proposal price of equal quality which meets proposal specifications. If the proposal item delivered does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition, or if service is unsatisfactory, contractor must pick up item immediately and replace to each district's satisfaction at no additional charge, or issue full credit, for service a return visit must be re-scheduled within 24 hours. Rejected items must be removed from the District's premises by the vendor upon verbal notification.

Note: However, if a vendor receives a contract award and is unable to meet the service requirements as outlined in this Solicitation (and subsequent contract), or is unable to hold the contract price, or fails to provide acceptable service as determined by the District, the District reserves the right to go to the next highest ranked vendor if this determination occurs within a reasonable time period after contract award.

11. **Contract Cancellation:**

This contract is subject to cancellation pursuant to A.R.S. 38-511. This contract is critical to the District and the District reserves the right to immediately cancel the whole or any part of this contract due to failure of the contractor to carry out any materials obligation term or condition of the contract. The District shall issue a written notice of default effective at once and not deferred by any interval of time. Default shall be for acting or failing to act as in any of the following:

	Whiteriver Unified School District, #20 Special Terms and Conditions		959 S Chief Avenue Whiteriver, AZ 85941 (928) 358-5800
	IFB: 15-06-20 PROJECT: Bulk Fuel Delivered; Unleaded and ULSD, Clear and Red Dye	Page 21 of 39	

- A. The contractor provides material that does not meet the specifications of the contract;
- B. The contractor fails to adequately perform the services set forth in the specifications of the contract;
- C. The contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract;
- D. The contractor fails to make progress in the performance of the contract and/or gives the District reason to believe that the contractor will not or cannot perform to the requirements of the contract.

The District may resort to any single or combination of the following remedies:

- A. Cancel any contract;
- B. Reserve all rights or claims to damage for breach of any covenants of the contract;
- C. Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material non-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor.
- D. In case of default, the District reserves the right to purchase materials, or to complete the required work in accordance with the School District Procurement Rules. The District may recover reasonable excess costs from the contractor by:
 - 1. Deduction from an unpaid balance.
 - 2. Collection against the bid and/or performance bond; or
 - 3. Any combination of the above or any other remedies as provided by law.

12. **Acceptance Period:**

In order to allow for an adequate evaluation, the District requires an offer in response to the solicitation to be valid and irrevocable for 30 days after the opening time and date.

13. **Timeframe For Usage:**

It is the intent of the District to award a multi-term contract, during the fiscal year 2015-2016, and continuing until 2020. If all conditions are met during this period of time, this contract can be extended, if funding is available, for up to an additional four one-year contracts. However, no contract exists unless and until a purchase order is issued each fiscal year. Conditions for contract extension may include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract. The District reserves the right to offer month-to-month extensions if that is determined to be in the best interest of the District.

14. **New Equipment:**


All materials and equipment supplied by the awarded vendor pursuant to this solicitation shall be new, unused, and the model of the unit specified.

15. **Installation:**

Bid price for Bulk Fuel Delivered; Unleaded and ULSD, Clear and Red Dye per specifications includes complete installation and equipment up and running.

16. **Licenses**

Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contractor.

	Whiteriver Unified School District, #20 Special Terms and Conditions		959 S Chief Avenue Whiteriver, AZ 85941 (928) 358-5800
	IFB: 15-06-20 PROJECT: Bulk Fuel Delivered; Unleaded and ULSD, Clear and Red Dye	Page 22 of 39	

17. **Multiple Award:**

The District intends to make a single award.

18. **Inspection:**

Each delivery will have a final inspection and acceptance by a member of the Whiteriver Unified School District transportation staff. Any discrepancies noted during the inspection will be corrected prior to final payment.

19. **Invoicing:**

Invoices and statements shall be itemized and provided monthly to the District for all delivered bulk fuel and must include at minimum the following:

- Delivery date, time and location
- Delivery charges
- Purchase order #
- Amount of fuel
- Type of fuel
- OPIS pricing on the day of delivery
- Applicable taxes
-

Invoices shall not be more than 30 days in arrears. Delivery tickets must be provided at the time delivery with before and after stick readings.

20. **Damages:**

The successful contractor shall be liable for any and all damage caused by him or his employees to the Whiteriver Unified School District premises. The bidder shall hold and save the Whiteriver Unified School District free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on premises or third persons.

21. **Use of Brand Names:**


Brand names, trade names, model numbers, and/or catalog numbers are used to indicate the character, quality, and/or performance characteristics of the materials desired. Use of the name of a manufacturer, brand, make or catalog number does not restrict bidder from offering suitable alternates. However, Whiteriver Unified School District reserves the right to decide whether alternatives to the identified manufacturer and brand are equal to the materials, equipment described in the solicitation. Whiteriver Unified School District will be the sole judge on the question of equal quality, and the District's decision shall be final.

22. **Compliance with specifications:**

The fact that a manufacturer, supplier or bidder chooses not to produce or supply equipment, supplies or services to meet the specifications will not be considered sufficient cause to adjudge the specifications as restrictive. Bidders shall offer equipment, supplies, and/or services that meet the specifications as presented.

23. **Purpose of specifications:**

Specifications are designed to enable bidder to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, part of a standard, or independent of a standard. No specification is intended to limit competition by eliminating items capable of satisfactorily meeting

	Whiteriver Unified School District, #20 Special Terms and Conditions		959 S Chief Avenue Whiteriver, AZ 85941 (928) 358-5800
	IFB: 15-06-20 PROJECT: Bulk Fuel Delivered; Unleaded and ULSD, Clear and Red Dye	Page 23 of 39	

the requirements of the procurement. If bidder believes a specification is unnecessarily restrictive, bidder must indicate such in its bid.

24. **Worksite Safety Rules, regulations and codes:**

All work will be accomplished in conformance to OSHA safety requirements, and any additional federal, state, or local fire or safety requirement. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the contractor must inform the District of the situation. The contractor will not construct any device or produce any condition that intentionally violates a fire or safety code or safety standard.

Hazard notification: Contractor must advise WUSD’s contact person whenever work is expected to be hazardous to school children, District employees and/or operators.

25. **Americans with Disabilities Act of 1990:**

The Contractor shall comply with the Americans With Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S § 41-1492 et. seq.), which prohibits discrimination of the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contracting the procurement officer for the solicitation. Request should be made as early as possible to allow time to arrange the accommodation.

26. **Civil Rights Assurance Statement:**

The Contractor and Subcontractors are subject to Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendment of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the RECIPIENT on the basis of race, color, national origin, age, sex (in educational activities) or disability.

27. **Definition of Key Words Used:**

- **Shall, Must, Will:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a bid as non-responsive.
- **Should:** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the District may, at its sole option, ask the Offeror to provide the information or evaluate the bid without the information.
- **May:** Indicates something that is not mandatory but permissible.


28. **Terms of Award:**

It is the intent of the District to award a contract, at its next Governing Board meeting.

29. **Registered Sex Offender Notification Restriction:**

Contractor represents and warrants that no employee of the Contractor, or of its subcontractor, who has been adjudicated to be a registered sex offender will perform work on District’s premises at any time without written approval of the District Representative.

Any breach of Awarded Contractor’s or his subcontractor’s warranty shall be deemed to be a material breach of this Contract, subjecting Contractor to penalties up to and including suspension or

	Whiteriver Unified School District, #20 Special Terms and Conditions		959 S Chief Avenue Whiteriver, AZ 85941 (928) 358-5800
	IFB: 15-06-20 PROJECT: Bulk Fuel Delivered; Unleaded and ULSD, Clear and Red Dye	Page 24 of 39	

termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of the District's rights and the subcontractor's obligations hereunder. Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

30. **Contract Claims:**

All Contract claims and controversies under this Contract shall be resolved according to R7-2-1155 and rules adopted thereunder.

31. **Billing:**

All billing notices must be sent to each district's accounts payable as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued by the District will refer to the bid number of this solicitation.

32. **Price Clause:**

Discounts shall be firm for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs.

33. **Shipping:**

Shipping shall be FOB destination, prepaid and added to the invoice at actual costs as included in your pricing.

34. **Interpretations and Amendments:**

Should a bidder find discrepancies in, or omissions from, the Solicitation Documents, or should he be in doubt as to their meaning, he must at once notify the District, who will send a written instruction to each person receiving a set of documents. The bidder submitting a request for interpretations will be responsible for its prompt delivery. All requests for interpretations shall be made in writing. The Owner will not be responsible for any explanations or interpretations except those duly issued in the form of written Amendment. Receipt of any Amendment so issued during the time of bidding shall be included in the bid and shall be acknowledged in the Bid and be made a part of the Contract Documents.

35. **Acceptance or Rejection of Bids:**


The Owner reserves the right to reject any or all bids and to waive any informalities in the bids received. The award of the Contract, if made by the Owner, will be made to the responsible and responsive bidder submitting the lowest bid, but the Owner shall determine, in its own discretion, whether a bidder is responsive, a bidder is responsible and qualified to perform the Contract, what bid is the lowest, and whether it is in the interest of the Owner to accept the bid.

36. **Non-Collusion:**

Upon specific request of the Owner, the bidder, before the award of the Contract, shall submit to the Owner non-collusion affidavits covering the bidder and all Subcontractors.

37. **Submittal Requirements**

Original and one copy of your offer should be submitted. The **Whiteriver Unified School District** will not assume responsibility for any costs related to the preparation or submission of the offer. In order for your offer to be considered, the following should be included and should be referenced with *index tabs*:

	Whiteriver Unified School District, #20 Special Terms and Conditions		959 S Chief Avenue Whiteriver, AZ 85941 (928) 358-5800
	IFB: 15-06-20 PROJECT: Bulk Fuel Delivered; Unleaded and ULSD, Clear and Red Dye	Page 25 of 39	

Cover Letter Company Information and Provider's liaison that would be assigned to the district.


Tab 1. Cost forms

Tab 2. Insurance Information
Questionnaire

Tab 3. Familial Relationship Disclosure Statement
Deviations and Exceptions
Drug-Free Workplace
Offer and Acceptance Form
Non-collusion Affidavit
I.R.S. W-9 Form, Request for Taxpayer I.D. Number

38. **Other:** This is an occupied school campus therefore the ultimate standards must be in place:

- a. No smoking on campus;
- b. No foul or offensive language;
- c. No alcohol or tobacco of any kind;
- d. No clothing referencing any of the above;
- e. No speaking to staff nor students; and
- f. No leering or whistling.
- g. This is a no tolerance term

	Whiteriver Unified School District, #20 Check List		959 S Chief Avenue Whiteriver, AZ 85941 (928) 358-5800
	IFB: 15-06-20 PROJECT: Bulk Fuel Delivered; Unleaded and ULSD, Clear and Red Dye	Page 26 of 39	

1. Did the Bidder include his guarantees of material and workmanship: YES NO

If No, please explain: _____

2. Did you sign the offer sheet? YES NO

3. Did you sign and notarize the Non-collusion statement? YES NO

4. Did you include all the necessary attachments? YES NO

5. Did you acknowledge all Amendments? YES NO


6. Did you take into account the fact that the District is not in an overnight area? YES NO

7. Did you follow the order for submission of documents? YES NO

8. Did you include one marked original and one marked copy? YES NO

9. Is the outside of your return envelope/box marked correctly? YES NO

10. Did someone double-check all of the above? YES NO

	Whiteriver Unified School District, #20 Scope of Work		959 S Chief Avenue Whiteriver, AZ 85941 (928) 358-5800
	IFB: 15-06-20 PROJECT: Bulk Fuel Delivered; Unleaded and ULSD, Clear and Red Dye	Page 27 of 39	

A. PURPOSE:

To acquire the fuels needed for our Buses and white fleet.

Description	Estimated Usage	Tank Capacity
Unleaded Fuel	35,000 gallons	1 - 6,000 gallons
Ultra Low Sulphur	63,000 gallons	1 - 6,000 gallons
Red Diesel Fuel		1 - 5,000 gallons


1. GASOLINE AND OXYGENATED FUELS

The gasoline will be unleaded 87-octane regular gasoline and shall conform to the most recent American Society for Testing and Materials (ASTM) Standard Specification #D4814 or the latest edition standard specifications for automotive gasoline for the State of Arizona and any ASTM revision thereafter. The anti knock index (RON + MON/2) must be in compliance with ASTM D4814 or latest edition as it relates to unleaded regular gasoline. The minimum anti-knock octane for reformulated unleaded regular gasoline shall be 87.

Gasoline is subject to the rules, regulations and Clean Air Act waivers of the U.S. Environmental Protection Agency (EPA), and Arizona State Statutes which require the use of reformulated oxygenated gasoline and specify maximum vapor pressures for certain areas.

2. DIESEL FUEL

All Diesel fuel shall be all purpose ULSD fuel oil intended for use in all types of diesel engines under all normal conditions of service. The diesel fuel shall comply with ASTM D-975, Grade No. 1-D S15—A special-purpose, light middle distillate fuel for use in diesel engine applications requiring a fuel with 15 ppm sulfur (maximum) and higher volatility than that provided by Grade No. 2-D S15 fuel, with a cetane rating of 45. Cetane rating will be computed using the ASTM D-976 method. Using this standard, a required octane rating of 45 has a tolerance, but with this tolerance, it may not be lower than 40 cetane. The calculated cetane method will be used to determine cetane rating of fuel. Please refer to ASTM D-976, latest edition, for test method to ensure cetane rating of 45 is being delivered. No cetane enriching additives are to be used. Only ultra low sulfur No. 2 diesel fuel with sulfur content of 0.0015% or less will be accepted. All Gasoline will meet all Arizona Department of Environmental Quality (ADEQ) requirements for fuel type and locality.

	Whiteriver Unified School District, #20 Bid Submittal Cost		959 S Chief Avenue Whiteriver, AZ 85941 (928) 358-5800
	IFB: 15-06-20 PROJECT: Bulk Fuel Delivered; Unleaded and ULSD, Clear and Red Dye	Page 28 of 39	

Bid Submittal for Bulk Fuel Delivered; Unleaded and ULSD, Clear and Red Dye

1. Contractor shall identify the minimum gallons considered for a full load for the following:

Delivery Method	Type of FUEL	Gallons
Truck/Trailer	Diesel	
Truck/Trailer	Unleaded Gasoline	
Truck/Trailer	Split Load (Diesel and Gasoline)	
Tank Wagon	Diesel	
Tank Wagon	Unleaded Gasoline	
Tank Wagon	Split Load (Diesel and Gasoline)	

2. Contractor shall identify fixed fee for delivery

Delivery Method	Type of FUEL	Delivery Fee per Gallons
Truck/Trailer	Diesel	
Truck/Trailer	Unleaded Gasoline	
Truck/Trailer	Split Load (Diesel and Gasoline)	
Tank Wagon	Diesel	
Tank Wagon	Unleaded Gasoline	
Tank Wagon	Split Load (Diesel and Gasoline)	

3. Emergency Orders:

Contractor shall provide delivery pricing, if applicable, for after hour emergency per gallon
 \$_____.


4. Market basket Example:

If a load of fuel, as indicated below, had been ordered on so that the Average Phoenix Rack pricing of Thursday, August 6, 2015 were to be used as an example, what would the price per gallon have been, (not including delivery fees)?

Unleaded per gallon \$_____


ULSD Clear per gallon \$_____

Red Dye \$_____

	Whiteriver Unified School District, #20 Bid Submittal Cost		959 S Chief Avenue Whiteriver, AZ 85941 (928) 358-5800
	IFB: 15-06-20 PROJECT: Bulk Fuel Delivered; Unleaded and ULSD, Clear and Red Dye	Page 29 of 39	

5. List three Arizona References of similar size:

Owner	Contact	Cell	Email

	Whiteriver Unified School District, #20 No Bid Submittal		959 S Chief Avenue Whiteriver, AZ 85941 (928) 358-5800
	IFB: 15-06-20 PROJECT: Bulk Fuel Delivered; Unleaded and ULSD, Clear and Red Dye	Page 30 of 39	

STATEMENT OF NO BID

If you are not bidding on this service/commodity, please complete and return this form to: Whiteriver Unified School District. (Please print or type, except signature)

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the Whiteriver Unified School District.

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ TELEPHONE: _____

We, the undersigned, have declined to bid on your IFB 15-06-20 for Bulk Fuel Delivery because of the following reasons:

Service/Commodity

- _____ We do not offer this service or the equivalent.
- _____ Insufficient time to respond to the invitation to bid.
- _____ Remove our name from this bid list only.
- _____ Our company does not have that trained staff to permit us to perform.
- _____ Unable to meet overall requirements.
- _____ Other. (Specify below)

REMARKS: _____

SIGNATURE: _____ DATE: _____



Whiteriver Unified School District, #20

Questionnaire Submittal Attachment

IFB: 15-06-20

PROJECT: Bulk Fuel Delivered; Unleaded and
ULSD, Clear and Red Dye

Page 31
of 39

959 S Chief Avenue
Whiteriver, AZ 85941
(928) 358-5800

- A. Provide the name of the person who will be the primary contact and the address for the primary servicing office:
- a. Name: _____ Title: _____
 - b. Company Name: _____
 - c. Address: _____
 - d. City: _____ State: _____
 - e. Telephone: _____ Fax: _____
 - f. Email Address: _____
- B. Number of years primary servicing office has been in business: _____
- C. What is the client mix of the primary servicing office?
- Public Entities (Cities, school district, etc.) _____ %
 - Corporate Business Entities _____ %
- D. How many other accounts are you currently providing services to, based on location:
- Northern Arizona Area _____
 - The rest of Arizona _____
- E. Are there any pending reviews or litigation from any previous work in the past five years? If yes, please detail.
- F. Have you had any complaints filed with the Better Business Bureau in the last five years? How were the complaints resolved?
- G. How do you screen your employees for fingerprinting?
- H. How do you screen for criminal background checks?
- I. Does your firm test for drug use prior to hire?
- J. Please list your key personnel



Whiteriver Unified School District, #20

Deviations/Exceptions Attachment

IFB: 15-06-20

PROJECT: Bulk Fuel Delivered; Unleaded and
ULSD, Clear and Red Dye

Page 32
of 39

959 S Chief Avenue
Whiteriver, AZ 85941
(928) 358-5800

DEVIATIONS / EXCEPTIONS

List any deviation or exception for any item listed in this IFB. The item number must be listed and the page it is found on. Any deviation/exception or inability of the provider to handle that particular item must be clearly and fully stated. Failure to show specific deviations indicates full compliance with the IFB. Not meeting the specification could mean rejection of your bid.

Section	Page	Item	Reason for Deviation or Exception

Signed: _____

Date



Whiteriver Unified School District, #20
Familial Relationship Attachment

IFB: 15-06-20

PROJECT: Bulk Fuel Delivered; Unleaded and
ULSD, Clear and Red Dye

Page 33
of 39

959 S Chief Avenue
Whiteriver, AZ 85941
(928) 358-5800

All responses to this solicitation shall be accompanied by a sworn and notarized statement disclosing any familial relationship aka, conflict of interest that exists between the owner or any employee of the offeror and any member of the Governing Board of the Whiteriver Unified School District or any employee of Whiteriver Unified School District.:

The undersigned, the owner or authorized officer of _____

(the "Firm"), pursuant to the familial disclosure requirement provided in the attached solicitation, hereby represent and warrant, except as provided below, to their best knowledge that no familial relationships exist between the owner(s) or any employee of the company and any member of the Governing Board of the District, Superintendent of WUSD or any employee of WUSD. If such a relationship exists, please explain:

Bidder/Employee	Name Related to:	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Signature of Person Authorized to Sign Offer)


(Title)

Subscribed and sworn to before me

this _____ day of _____, 20____

Signature of Notary Public in and for the

State of _____
County of _____

	Whiteriver Unified School District, #20 Amendment Acknowledgment Attachment		959 S Chief Avenue Whiteriver, AZ 85941 (928) 358-5800
	IFB: 15-06-20 PROJECT: Bulk Fuel Delivered; Unleaded and ULSD, Clear and Red Dye	Page 34 of 39	


This page is used to acknowledge any and all Amendments that might be issued. If no Amendment is issued, you need not return this page. Your signature indicates that you took the information provided in the Amendment into consideration when providing your response.

Please sign and date

Amendment #1 _____ Date _____

Amendment #2 _____ Date _____

Amendment #3 _____ Date _____

	Whiteriver Unified School District, #20 Drug Free Workplace		959 S Chief Avenue Whiteriver, AZ 85941 (928) 358-5800
	IFB: 15-06-20 PROJECT: Bulk Fuel Delivered; Unleaded and ULSD, Clear and Red Dye	Page 35 of 39	

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace.

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifies the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- 7) As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

COMPANY NAME: _____

VENDOR'S SIGNATURE: _____

Must be executed and returned with attached offer at time of solicitation opening to be considered.



Whiteriver Unified School District, #20

Non-Collusion Statement Attachment

IFB: 15-06-20

PROJECT: Bulk Fuel Delivered; Unleaded and
ULSD, Clear and Red Dye

Page 36
of 39

959 S Chief Avenue
Whiteriver, AZ 85941
(928) 358-5800

State of _____)

_____) ss.

County of _____)

, affiant,

(Print Name of Person Authorized to Sign Offer)

the

(Title)

(Company Name)

the persons, corporation, or company who makes the accompanying submittal, having first been duly sworn, deposes and says:

That such submittal is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham submittal, or any other person, firm or corporation to refrain from offering, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

(Signature of Person Authorized to Sign Offer)

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20 _____

Signature of Notary Public in and for the

State of _____

County of _____



Whiteriver Unified School District, #20

Offer and Acceptance Attachment

IFB: 15-06-20

PROJECT: Bulk Fuel Delivered; Unleaded and ULSD, Clear and Red Dye

Page 37
of 39

959 S Chief Avenue
Whiteriver, AZ 85941
(928) 358-5800

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the offer.

Company Name		For Clarification of this Offer, contact: Name Phone Fax E-mail _____ Signature of Person Authorized to Sign Offer Printed Name of Person Authorized to Sign Offer Title
Arizona Transaction (Sales) Privilege Tax License No.		
Federal Employer Identification No.		
Street Address		
City		
State	Zip	
Tax Rate (if applicable) ___%		

CERTIFICATION

By signature in the Offer section above, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 75.5 or A.R.S. §§ 41-1461 through 1465.
3. The offer complies and maintains compliance with FINA, ARS 41-4401 and 23-214 which requires compliance with federal immigration laws by State Employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
4. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
5. In accordance with A.R.S. § 35-391, the offeror is in compliance and shall remain in compliance with the Export Administration Act
6. In accordance with A.R.S. § 15-512, the offeror shall comply with fingerprinting requirements unless otherwise exempted.

(a) ACCEPTANCE OF OFFER

The offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the school district/public entity.

This contract shall henceforth be referred to as Contract No. 15-06-20 for Bulk Fuel Delivered; Unleaded and ULSD, Clear and Red Dye

The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document, or written notice to proceed.

Awarded this _____ day of _____ 2015

Authorized signature of the District



Whiteriver Unified School District, #20

Request for W-9 Attachment

IFB: 15-06-20

PROJECT: Bulk Fuel Delivered; Unleaded and ULSD, Clear and Red Dye

Page 38 of 39

959 S Chief Avenue
Whiteriver, AZ 85941
(928) 358-5800

Form W-9
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Form fields 1-7: Name, Business name, Tax classification, Exemptions, Address, City, ZIP code, List account number(s).

Part I Taxpayer Identification Number (TIN) section with Social Security number and Employer Identification number input fields.

Part II Certification section with numbered statements and certification instructions.

Sign Here section with Signature of U.S. person and Date fields.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9...

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN)...

- Form 1099-INT (interest earned or paid)
Form 1099-DIV (dividends, including those from stocks or mutual funds)
Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
Form 1099-S (proceeds from real estate transactions)
Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
Form 1099-C (canceled debt)
Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

SEALED SUBMITTAL PACKAGE

Submitted by:

Address:

City, State,

Zip:

Bulk Fuel Delivered; Unleaded and Diesel IFB# 15-06-20 by **August 26, 2015, at 11:00 A.M.**

Whiteriver Unified School District, #20

Attn: **Business Office**

PO Box 190

959 S Chief Avenue

Whiteriver, AZ 85941