

# San Carlos School District No. 20

## Gasoline, Oil, Coolant, and Diesel Fuel



### Request for Proposals

Information, Specification, and Contract Documents  
San Carlos Unified School District No 20 – **25-01-Fuel30**

**Superintendent, San Carlos Unified School District No. 20**

Dr. Deborah Jackson-Dennison

**Chief Financial Officer**

Jennifer Kinnard, M.Ed.

**SAN CARLOS UNIFIED SCHOOL DISTRICT NO 20  
BUSINESS OFFICE  
P.O. Box 207 (Mailing)  
District Administration Office  
100 San Carlos Avenue (Physical)  
SAN CARLOS, ARIZONA 85550  
TELEPHONE: 928 475-2315 FACSIMILE: 928 475-2301**

**REQUEST FOR COMPETITIVE-SEALED PROPOSALS  
Gasoline, Oil, Coolant, and Diesel Fuel - RFP # 25-01-FUEL30**

**Proposal Due Date: Tuesday, May 7, 2024**

**Time: 10:30 a.m. MST LOCAL TIME (Arizona)**

**Location: Business Office, 100 San Carlos Avenue, San Carlos, AZ 85550  
The district is not in an overnight delivery area. Please plan accordingly.**

In accordance with the School District Procurement Rules in the Arizona official compilation of Administrative Rules and Regulations promulgated by the State Board of Education pursuant to ARS §15-213, competitive sealed proposals for the services specified above will be received by the San Carlos Unified School District No. 20 until the time and date cited above. Proposals for the above listed services received by the correct time and date will be opened and the name of each offeror will be publicly read. Proposals must be in the actual possession of the school district on or prior to the exact time and date indicated above. Late proposals will not be considered unless the proposal:

1. Is received before contract award at the location designated for receipt of proposals in the Request for Competitive Sealed Proposals, and
2. Would have been received on time but for the action or inaction of school district personnel.

**Proposals must be submitted in a sealed envelope to the attention of Jennifer Kinnard, Chief Financial Officer, San Carlos Unified School District No 20, P.O. Box 207, San Carlos, AZ 85550 (mailing) or 100 San Carlos Avenue, San Carlos, AZ 85550 (Physical) with the request for proposal number and Offeror's name, address, and bid due date and time clearly indicated on the envelope. All proposals must be completed in ink or typewritten. Additional instructions for preparing the proposal are provided in the Request for Competitive Sealed Proposals which may be acquired at the school district business office at 100 San Carlos Avenue, San Carlos, AZ, 85550, telephone 928 475-2315.**

The District reserves the right to reject any and all proposals and to waive or refuse irregularities in proposals. Offerors are strongly encouraged to carefully read the entire Request for Competitive Sealed Proposals. Refer any questions regarding the proposal specifications to Jennifer Kinnard at telephone 928 475-2315 x 1003.

DATE:  4-8-2024  
Jennifer Kinnard, Chief Financial Officer

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**DOCUMENTS REFERENCED:**

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

Arizona Revised Statutes (A.R.S.) is available at: <http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>.

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at:  
[http://azsos.gov/public\\_services/Title\\_07/7-02.htm#Article\\_10](http://azsos.gov/public_services/Title_07/7-02.htm#Article_10).

I.R.S W-9 Form (Request for Taxpayer I.D. Number) is available at: <http://www.irs.gov/pub/irs-pdf/iw9.pdf>.

## UNIFORM INSTRUCTIONS TO OFFERORS

### 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 his or her designee.
- K. **"Responsible Offeror"** means the offeror who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance and who submits the lowest bid.
- L. **"Responsive Offeror"** means the offeror who submits a bid that conforms in all material respects to this Invitation for Bid, Instruction to offeror and the Plans and Specifications which are incorporated herein by this reference.
- M. **"Solicitation"** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- N. **"Solicitation Amendment (or Addendum)"** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- O. **"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.
- P. **"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 inquires 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 inquiry 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.
- 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 Addendum. An Offeror may not rely on verbal responses to inquires.
- F. Solicitation Amendments/Addenda. The Solicitation shall only be modified by a Solicitation Amendment or Addendum.
- 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 Addendum.
- 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 Electronic 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, electronic 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, may 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. Request for Proposals: 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/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum 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 Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Offer.
- H. Federal Excise Tax. School Districts 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 Employer 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 Cost Form.
- J. Identification of Taxes in Offer. School Districts are subject to all applicable state and local 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. Addenda/Amendments;
2. Special Terms and Conditions;
3. Uniform General Terms and Conditions;
4. Statement of Scope of Work;
5. Specifications;
6. Attachments;
7. Exhibits;
8. Special Instructions to Offerors; and
9. 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 and notarization the non-collusion affidavit 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. **Additional Proposal Information**

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.

- B. Taxes. All applicable taxes in the Offer will be considered by the School District when 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 are 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 an authorized District Representative 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 authorized District Representative signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final acceptance. The final acceptance will be contingent upon the approval of the Governing Board.



## 7. **Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Superintendent, Dr. Deborah Jackson-Dennison. 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.

## UNIFORM GENERAL TERMS AND CONDITIONS

### 1. 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. 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.
- D. 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.
- E. 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.
- F. 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.

### 2. 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 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.

### 3. **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. 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/Purchase Order.
  - 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.
- C. 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.

#### 4. 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 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 authorized District Representative.

#### 5. 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. Any contract entered by the District shall include the following indemnification language.

"Contractor shall indemnify, defend, save and hold harmless San Carlos Unified School District No 20 and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the District, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the District."

- C. Indemnification - Patent and Copyright. To the extent permitted by law, the Contractor shall defend, 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 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.

6. **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.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.
- F. 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.
- G. 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.

## 7. **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 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.

## 8. **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 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.

9. **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.

10. **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.

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



## 12. **Terrorism Country 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.

## 13. **Scrutinized Business Operations**

Per A.R.S. 35-391, the District is prohibited from purchasing from a company with scrutinized business operations in Sudan.

Per A.R.S. 35-393, the District is prohibited from purchasing from a company with scrutinized business operations in Iran.

## 14. **Lobbying**

- A. Offerers are hereby advised that lobbying is not permitted with any District personnel or Board Members related to or involved with this solicitation until the administration's recommendation for award has been approved by the Governing Board. All oral or written inquiries must be directed through the Purchasing Department.
- B. 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 individuals that lobby on behalf of the offeror during the time specified will result in the rejection and disqualification of said solicitation.

## 15. **Federal Requirements**

Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations. Vendor shall comply, when working on any federally assisted projects with the following:

- A. The Contract Work Hours and Safety standards Act, (40 U.S.C. 3701-3708; 29 CFR Part 5)
- B. Davis Bacon Act, (40 U.S.C. 276a/29 CFR part 5)
- C. Copeland Anti-Kickback Act, (18 U.S.C. 874/29 CFR part 5)
- D. Equal Opportunity Employment requirements (Executive Order 11246 and 11375/4 CFR Chapter 60)
- E. McNamara-O'Hara Service Contract Act (41 U.S.C. 351)
- F. Byrd anti-Lobbying Amendment (31 U.S.C. 351)
- G. Section 306 of the Clean Air Act (42 U.S.C. 1857h)
- H. Section 508 of the Clean water Act (33 U.C. S. 1358)
- I. Executive order 11738, Environmental Protection agency Regulations (40 CFR Part 15)
- J. Buy American Provision, in accordance with 7CFR210.21 (d) and 7CFR220.16(d)
- K. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards (2 CFR Part 200)
- L. Education Department General Administrative regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. parts 75-77 and 81 ("EDGAR"))
- M. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 971) and;
- N. All applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated federal agencies making awards of federal funds.

## 16. **Fingerprint Clearance Cards**

In accordance with A.R.S 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual

school may be required to obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. An exception to this requirement may be made as authorized in Governing Board policy.

Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Additionally, contractor shall comply with Governing Board Policies of San Carlos Public Schools.

**17. 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 Contractor's or any subcontractor's warranty shall be deemed to be a material breach of this Contract, subjecting Contractor to penalties up to and including suspension or 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.

**18. Gift Policy**

The District will not accept any gifts, gratuities, or advertising products from Offerors. The District has adopted a zero tolerance policy concerning Offeror Gifts. The District may request product samples from Offerors for official evaluation with disposal of those said samples at the discretion of the Chief Financial Officer.

**19. Clarifications/Discussions**

Clarification means communication with Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Bid. It is achieved by explanation or substantiation, either in response to an inquiry from the District or as initiated by Offeror. Clarification does not give Offeror an opportunity to revise or modify its Offer, except to the extent that correction of apparent clerical mistakes results in a revision.

**19. Confidential Information**

Confidential information request: If Offeror believes that its Bid contains trade secrets or proprietary information that should be withheld from public inspection, a statement advising the School District of this fact shall accompany the Bid, and the information shall be so identified wherever it appears. The School District shall review the statement and shall determine in writing whether the information shall be withheld. If the School District determines to disclose the information, the School District shall inform Offeror in writing of such determination.

**21. Prohibition of Reprisals**

San Carlos Public Schools is committed to complying with Federal requirements related to whistleblower protections.

To that end, an employee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of;

- A. gross mismanagement of a contract or grant;
- B. a gross waste of public funds;
- C. a substantial and specific danger to public health or safety related to the implementation or use of public funds;
- D. an abuse of authority related to the implementation or use of public funds; or
- E. a violation of law, rule, or regulation related to a school district contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to public funds.

## SPECIAL TERMS AND CONDITIONS

### 1. Insurance and Safety

#### A. Insurance

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

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this IFB. Contractor shall provide coverage with limits of liability not less than those stated below.

##### 1. Commercial General Liability - Occurrence Form

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

General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: "San Carlos Unified School District No 20 is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

##### 2. Automobile Liability Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Combined Single Limit (CSL) \$1,000,000

The policy shall be endorsed to include the following additional insured language: "San Carlos Unified School District no 20 is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

##### 3. Worker's Compensation and Employers' Liability

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

#### B. 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.

## 2. Evaluation

Representatives of the District will evaluate the proposals and determine which proposals are acceptable and which are unacceptable for further consideration. If multiple proposals are determined to be acceptable for further consideration, the District reserves the option to call for and enter into discussions (interviews) with the firms considered most likely to meet the requirements for the purpose of negotiations, on pricing and/or other portions of the proposal, if considered by the District to be in the best interest of the District.

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

District's assessment of the offerors:

- A. Abilities: to meet and satisfy the needs of the District, taking into consideration additional services, specialized services or expertise offered that exceed the requirements, or the vendor's inability to meet some of the requirements of the specifications.
- B. Qualifications: to provide the District with these services for the required period of time, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence in providing these services to other school districts.
- C. Cost: While cost is a significant factor in considering the placement of the awards, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.
- D. Response to the proposal in clearly stating and understanding the scope of work, and in meeting the requirements of the RFP.

## 3. Terms of Award

It is the intent of the District to award a term contract for a period of one year, commencing July 1, 2024 and continuing until June 30, 2025. If all conditions are met during this period of time, this contract can be extended, if funding is available, for up to four additional one-year contracts or any portion thereof. However, no contract exists unless and until a purchase order is issued each fiscal year.

The contract may be terminated by either party prior to the expiration date upon thirty (30) days written notice to the other party. Cancellation of the contract shall not relieve the contractor of responsibility for satisfaction of all work that should have been done up to the last day of the contract.

## 4. Contract Award

A contract under this proposal may be awarded to a single vendor.

The District reserves the right to make a multiple award to more than one offeror. The award will be limited to the least number of offerors that the District determines is necessary to meet the needs of the District.

The District reserves the right to make a multiple award at the discretion of the Governing Board.

It is expected that the award for this contract will be made in 21 days after bid opening. However, no commitment is made to this award date.

## 5. **Billing**

All billing notices must be sent to the District's Accounts Payable Department, P.O. Box 207, San Carlos, AZ 85550. All invoices shall identify the specific item(s) being billed, purchase order number and refer to the proposal number of this solicitation. Invoices must include at minimum the department, vehicle number, mileage (as provided by the user), type of product, unit cost, amount of fuel dispensed, and extended cost.

## 6. **Price Clause**

Prices 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. DO NOT include sales tax on any item in the proposal.

After initial contract term and prior to any contract renewal, the San Carlos Unified School District No 20 will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. The vendor shall likewise offer any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of the San Carlos Unified School District No 20.

## 7. **Brand Name or Equal**

Any manufacturer's names, trade names, brand name or catalog designations used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict offers by other Offerors but are intended to approximate the quality design or performance which is desired. Any Proposal which proposes like quality, design or performance will be considered. If the description of the offer differs in any way, Offeror must provide complete detailed description of the proposed item(s) including pictures and literature where applicable.

## 8. **Fingerprinting Requirements**

The District anticipates that services under this contract which cause the contractor and proposed subcontractors to have direct, unsupervised contact with pupils. In accordance with A.R.S. 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall be required to obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. Therefore, the Contractor and any proposed subcontractors warrant compliance with ARS subsection 41-4401, ARS subsection 23-214, the Federal Immigration and Nationality ACT (FINA) and all other federal, state and local immigration laws and regulations related to the immigration status of its employees. The contractor must have all employees on-site submit to a fingerprint clearance conducted by Department of Public Safety and all employees must carry fingerprint card at all times. These warranties shall remain in effect through the term of the contract.

The District may, at its sole discretion, require evidence of compliance during the evaluation process or contract term. Should the District request evidence of compliance, the Contractor and any proposed subcontractors shall have 5 working days from receipt of the request to supply adequate information. Failure to supply the requested information or if the District suspects or finds 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: non consideration of contract award, suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs associated with verification and any remedies are the sole responsibility of the Contractor and any proposed subcontractor.

## 9. Tribal Requirements

The individual or company proposing to operate a system for the storage, collection, transportation, disposal or recycling of solid waste shall submit a Solid Waste Management Plan to the Tribal Environment Protection Agency of the San Carlos Apache Tribe. Written approval and proper licensing is required prior to the inception of services. All other factors being equal, preference may be given to those operators who include waste minimization and/or recycling provisions in their Solid Waste Management Plan.

Guidelines for licensing and compliance can be found in the Solid Waste Ordinance of the San Carlos Apache Tribe.

## Scope of Work

### Background

San Carlos Unified School District No 20 anticipates purchasing approximately 40,000 gallons of diesel fuel, 3,500 gallons of gasoline, 110 gallons of ATF fluid, 330 gallons of motor oil, 3000 gallons of propane and 300 gallons of coolant/antifreeze for fiscal year 2019. The District currently has 4 tanks, one 6,000 gallon diesel tank, one 3,000 gallon diesel tank, one 1,000 gallon propane tank and one 4,000 unleaded fuel tank.

### Scope of the Project

The Offeror will furnish Gasoline and Low Sulfur Diesel Fuel to San Carlos Unified School District No 20 as described below:

#### Deliveries -

1. The diesel fuel shall be all purpose low sulfur diesel fuel oil intended for use in all types of diesel engines under all normal conditions of service.
2. Low Sulfur Diesel Fuel shall be delivered to the above ground diesel storage tank.
3. Deliveries shall be made available on a daily basis Monday through Friday.
4. A card lock shall be available to accommodate after hours fueling.
5. Invoices shall be presented for each fuel load delivered.
6. The contract vendor's delivery driver or contracted carrier shall contact the district one (1) hour prior to arrival to ensure an authorized representative is available to receive delivery.
7. The contract vendor shall notify the District for late deliveries. The District may reject late deliveries and will not be responsible for the cost of deliveries.

#### Gasoline Refueling Stations –

1. The gasoline will be reformulated unleaded 87 octane gasoline.
2. The Offeror shall furnish a minimum of one gasoline refueling station for San Carlos Unified School District No 20 fleet vehicles.
3. The Offeror shall provide refueling station(s) that are operational and open 24 hours a day, seven (7) days per week.
4. The refueling station(s) must be accessible to all San Carlos Unified School District fleet vehicles.
5. For refueling station(s), the Offeror shall provide a fuel card/fleet card method of payment. The card must identify the following information: vehicle number, mileage, type of product, unit cost, amount of fuel dispensed, and extended cost.

The Offeror will furnish coolant/antifreeze, oil and ATF fluid to San Carlos Unified School District No 20 as described below:

#### Deliveries -

1. The coolant/antifreeze, oil and ATF fluid shall be intended for use in all types of diesel engines and automotive engines under all normal conditions of service.
2. Coolant/antifreeze shall be delivered to the San Carlos Unified School District Transportation Department, Mechanic shop.
3. Deliveries shall be made available on a daily basis Monday through Friday.
4. Invoices shall be presented for each delivery.
5. Arrangements can be made for San Carlos Unified School District No 20 to pick up coolant/antifreeze, oil and ATF fluid if agreed upon by both parties.

#### Pricing –

1. All references within the price proposal to a firm discount and/or a firm differential shall remain firm for the duration of any resulting contract. However, an Offeror proposing either method shall still maintain his/her pricing based on the posted price of his selected producing refiner(s).
2. Price shall be based as of the date of April 30, 2024.



3. The Offerors are to use for posting prices a terminal operator doing business in Arizona. Prices will escalate or decrease off changes on average weekly product prices for both gasoline and low sulfur diesel fuel per Oil Price Information Services (OPIS).
4. Price notification: The Offeror shall notify San Carlos Unified School District No. 20 of the delivered price. Attached to each change notification will be a photocopy of the OPIS price sheet for the current week.

## Information to be Provided in Proposals

**Three (3) copies of your bid must be submitted.** Please do not spiral bind or comb bind bid packages. The San Carlos Unified School District No 20 will not assume responsibility for any costs related to the preparation or submission of the proposal. In order for your proposal to be considered, the following should be included and should be referenced with ***index tabs***:

- Tab 1 Specific qualifications, abilities, capabilities of the respondent to successfully provide all services and products needed for the service and administer to this contract in a timely and professional manner. This should include years in business, total number of full time employees, and locations of refueling sites.
- Tab 2 Discuss your fleet refueling management and operational capacity. (Fleet card operation)
- Tab 3 Discuss your experience with similar contracts, preferably contracts with other local governmental agencies.
- Tab 4 A listing of any items such as letters, phone calls or other types of services generating a cost to the District and not included in the fees shown on the proposal are to be included, plus a formula or explanation of how these additional costs will be determined and billed to the District.
- Tab 5 The form of contract for any award made as a result of this proposal will be a district purchase order (issued annually), referencing this proposal, which shall be considered a part of the contract. The amount will be based upon the fees shown in the proposal, and will take into consideration previous and anticipated expenses for the forthcoming year. If your firm will require the District to sign an additional or separate contract, a copy of the proposal contract must be included with the proposal.
- Tab 6 Cost Form (page 27)  
Offer and Acceptance Form (page 28)  
Non-collusion Affidavit (page 29)

**Cost Form**

Tab 6

I/We, the undersigned, propose to provide the service necessary for the scope of work and specifications.

I/We further declare that I/we have carefully read and examined all information to the referenced Request for Proposal. I/We agree to comply with the Districts rules, regulations and policies.

**Diesel Transport Delivery**

Markup or Markdown price per gallon \_\_\_\_\_ Cents

Rack Location \_\_\_\_\_

Rack Price March 1, 2024 \_\_\_\_\_

Delivery Price if ordered on March 1, 2024 \_\_\_\_\_

**Unleaded Fuel Transport Delivery**

Markup or Markdown price per gallon \_\_\_\_\_ Cents

Rack Location \_\_\_\_\_

Rack Price March 1, 2024 \_\_\_\_\_

Delivery Price if ordered on March 1, 2024 \_\_\_\_\_

**Fluids Transport Delivery**

Coolant/Antifreeze cost \_\_\_\_\_ please price by the largest quantity available for purchase.

Oil cost \_\_\_\_\_ please price by the largest quantity available for purchase.

ATF - Automatic Transmission Fluid \_\_\_\_\_ please price by the largest quantity available for purchase.

Cost form continued on page 27. Authorized signatures are required.

Addendum Acknowledgement: I/We have received and consider addenda through Addendum # \_\_\_\_\_

\_\_\_\_\_  
Name of Company Proposing

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Authorized Signature/Local Representative

\_\_\_\_\_  
Telephone/Fax Number

\_\_\_\_\_  
Type Name and Position Held with Company

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

# OFFER AND ACCEPTANCE

Tab 6

## CERTIFICATION

By signature in the Offer section below, the offeror certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. §§ 41-1461 through 1465.
3. The offeror 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.
4. The Offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. §§ 41-4401 and A.R.S. §§ 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. §§ 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. §§ 35-391, the Offeror does not have scrutinized business operations in Sudan.
7. In accordance with A.R.S. §§ 35-393, the Offeror does not have scrutinized business operations in Iran.
8. In accordance with A.R.S. §§15-512, the offeror shall comply with fingerprinting requirements unless otherwise exempted.

Arizona Transaction (Sales) Privilege Tax License Number:

For clarification of this offer, contact:

\_\_\_\_\_

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

Federal Employer Identification Number \_\_\_\_\_

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

\_\_\_\_\_

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

Tax Rate: \_\_\_\_\_%

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

\_\_\_\_\_

\_\_\_\_\_

Company Name

Signature of Person Authorized to Sign Offer

\_\_\_\_\_

\_\_\_\_\_

Address

Printed Name

\_\_\_\_\_

\_\_\_\_\_

City

State

Zip

Title

### 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.

This contract shall henceforth be referred to as Contract No. \_\_\_\_\_.

The Contractor has been 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 \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE



CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER

# SEALED PROPOSAL

Submitted by:	
Company Name:	
Address:	
City, State, Zip:	

RFP # Gasoline, Oil, Coolant, and Diesel Fuel  
25-01-FUEL30

Due Date: Tuesday, May 7, 2024 at 10:30 a.m.

San Carlos Unified School District No 20  
Attn: **Jennifer Kinnard, Chief Financial Officer**  
P.O. Box 207  
San Carlos, AZ 85550

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER