

CITY CLERK
ORIGINAL
LINKING AGREEMENT

C-10339
10/13/2015

BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
NORTH AMERICAN LUBRICANTS, CO.

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 13 day of October, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and North American Lubricants, Co., a Delaware corporation, authorized to do business in Arizona, ("Contractor"), collectively, the "Parties."

RECITALS

- A. On July 1, 2013, under the Mohave Arizona Cooperative Purchasing, the Mohave Educational Services Cooperative (Mohave) entered into a contract with Contractor to purchase the goods and services described in the Vehicle Lubricants Contract #13I-NAL-0701, which is attached hereto as Exhibit A. The Vehicle Lubricants Contract permits its cooperative use by other governmental agencies including the City. The Vehicle Lubricants Contract is hereinafter referred at as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was July 1, 2013, until the date the contract expires on July 1, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond July 1,

2018. The initial term of this Agreement therefore is the period from the Effective Date of this Agreement until July 1, 2016. The City may renew the term of this Agreement for 2 one-year renewal periods until the Cooperative Purchasing Agreement expires on July 1, 2018. Renewals are not automatic and shall only occur if Mohave extends the term of the Cooperative Purchase Agreement and the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate each one-year renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The purchase price for the supplies and/or services purchased under this Agreement for the initial term of the contract through July 1, 2016 shall not exceed one hundred and seventy-eight thousand, four hundred ninety-four dollars (\$178,494.00).
- C. The purchase price for the supplies and/or services purchased under the Agreement during any and all renewal periods from July 2, 2016 through July 1, 2018 shall not exceed an additional amount of three hundred seventy-five thousand dollars (\$375,000.00).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

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

City of Glendale
c/o Montana Slack, Ph.D.
6210 West Myrtle Avenue, Suite 111
Glendale, Arizona 85301
623-930-2621

and

North American Lubricants
c/o Matt Endicott
7337 East Doubletree Ranch Road
Scottsdale, AZ 85258
480.624.5839 Office

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

“City”

“Contractor”

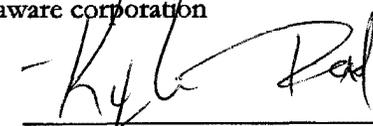
City of Glendale, an Arizona
municipal corporation

North American Lubricants
a Delaware corporation

By:


Richard A. Bowers
Acting City Manager

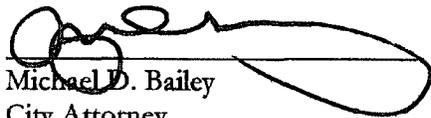
By:


Name: Kyle Read
Title: Vice President

ATTEST:


Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MOHAVE EDUCATIONAL SERVICES COOPERATIVE,
CONTRACT NO. 13I-NAL-0701**

**EXHIBIT A
(CONTRACT)**



Browse by contract category

-or-

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Mohave (928) 753-6945 ASPIN (520) 888-9664

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A B C D E F G H I J K L M N O P Q R S T U V W X Y Z



Overview

Pricing & Docs

More Info

Products/Services:

North American Lubricants provides:

- Self branded vehicle lubricants

About Vendor:

North American Lubricants (NAL), is an Arizona based lubricant manufacturer serving customers in over 44 states through our national distribution network. We have manufacturing assets in Louisiana, Florida, and Southern California with plans to open a new facility in Casa Grande, Arizona in 2014. NAL's management team has over a century of combined experience in the lubricant industry.

We welcome the opportunity to service all Mohave Members with our full slate of synthetic and synthetic blend products. Choices are good and with NAL we offer a choice of our Puratech and Puramax products along with our "Green" eco-friendly lubricant product line, PureGreen. Products are available in bulk, drums, kegs, pails, quarts and tubes.

North American Lubricant's product quality is second to none. All our heavy duty engine oils meet and exceed OEM requirement CJ-4, including; Cummins, Detroit Diesel, Caterpillar, Volvo & Mack. Our automotive motor oils meet stringent approvals for the latest API specification SN and ILSAC performance standard GF-5 as well as a full synthetic 5w30 that is GM dexos licensed.

We look forward to servicing you!



Visit Website

7337 E. Doubletree Ranch Rd.
Scottsdale AZ 85258

Main Contact:

Paul Pfäuser
Phone: 480-624-5809

Contract:

13I-NAL-0701

Final Expiration:

07/01/2018

Next Renewal:

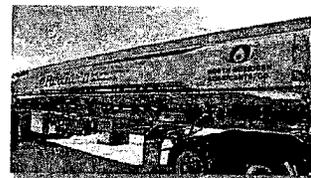
07/01/2016

Mohave Contacts:

Procurement Specialist:
Maria Brissette

Contract Specialist

Michael Carter, CPPB



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6/5/2015

Extension of Contract

(Page 1 of 3)

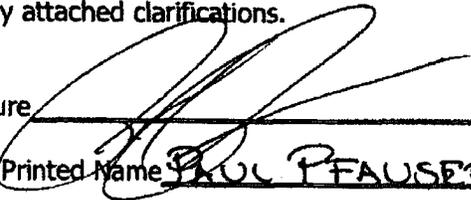
Paul Pfauter
North American Lubricants
7337 E. Doubletree Ranch Rd.
Scottsdale, AZ 85258

RE: Contract # 13I-NAL-0701 Extension Agreement made by and between North American Lubricants and Mohave Educational Services Cooperative (Mohave).

In accordance with its terms, Mohave desires to extend contract 13I-NAL-0701 for a period of one (1) year, beginning 7/1/2015. The extension shall be under the same terms and conditions contained therein.

Please indicate your desire to extend by completing the appropriate information below and on the following pages. If the contract is extended, North American Lubricants agrees to provide products or prices as per .

We desire to **extend** the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications.

Signature  Title DIRECTOR OF STRATEGIC ACCOUNTS
Typed/Printed Name PAUL PFAUSER Date 6/5/15

Please check the information below.

POs Att: Order Desk
North American Lubricants
7337 E. Doubletree Ranch Rd.
Scottsdale, AZ 85258

Remit to: North American Lubricants
Accounts Receivable
7337 E. Doubletree Ranch Rd.
Scottsdale, AZ 85258

Member Contact: Paul Pfauter
Contract Administrator: Paul Pfauter
Phone Number: ~~480-624-5809~~ 480-624-5810
Fax Number: 480-624-5890

If both pages of this notice are not received at Mohave's Kingman office on or before 7/1/2015, orders may be held without processing. Email or Fax completed extension to contracts@mesc.org or (928) 718-3238

To terminate contract 13I-NAL-0701 effective 7/1/2015, send a notice of such to (928) 718-3238 or email contracts@mesc.org. You agree to complete any authorized work or orders received prior to that date.

Extension of Contract

(Page 2 of 3)

Pricing Update

We list your contract as utilizing Percentage of discount. Please confirm the following regarding pricing under your contract:

Our contract utilized firm-fixed pricing. We agree to hold the current prices until the next contract renewal date of 07/01/2016.

Our contract utilized percentage off MSRP/Retail pricing. The current price lists/catalogs are still applicable.

We will provide new price lists/catalog by 6/5/15. (Insert Date)

Remember that your firm cannot quote any new products contained in pricing submitted with your contract renewal until it has been reviewed and approved by your Contract Specialist. Current contract pricing will remain in effect until new pricing has been reviewed and approved.

Vendor Logo

Currently, we have the following logo on our website for our members to view:



If you wish to revise or update the information, keep the following key points in mind:

- *What file types are acceptable?* Vector point files are highly recommended (such as .ai or .eps files). If you don't have access to a vector file, a large hi-resolution (approx. 150-300 dpi) JPEG, TIFF, BITMAP, GIF or PNG file will work. Having a high dpi will help keep images looking sharp if we need to resize the logo.
- *What file size is recommended?* There is no limitation to the logo file size.

Vendor Benefits Description

Currently, we have the following information on our website detailing the benefits of your contract for our members to view:

Extension of Contract

(Page 3 of 3)

Vendor Benefits Description (continued)

If you wish to revise or update the information, keep the following key points in mind:

- The description should be 150-200 words that explain the benefits that your company can provide to our members through your Mohave contract.
- This description should give a brief overview for members who may be accessing information about your contract via our Product Vendor Finder.
- Please note that Mohave reserves the right to revise or modify the information provided either for content or length.

Email any information corrections, or additional information to contracts@mesc.org. If you have any questions, contact your Contract Specialist either via email michael@mesc.org or phone <<csInfo::csphone>>.

Offer and Acceptance Form

Place after Tab 1a

IFB 13I-0517 Vehicle Lubricants

To Mohave Educational Services Cooperative, Inc.:

The undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. Bidder further agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and addenda in the solicitation and any written exceptions in the offer.

Federal Employer Identification Number [REDACTED]

Company Name North American Lubricants

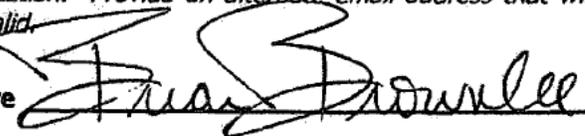
Address 7337 East Doubletree Ranch Rd City Scottsdale State AZ Zip 85258

Telephone Number 480-624-5809 Fax 480-624-5890

Printed Name Brian Brownlee Title National Accounts

Primary Email bbrownlee@nalube.com Alternate email ppfauser@nalube.com

Note: The primary email address will be used for all communication from Mohave regarding your response to this solicitation. Provide an alternate email address that will be used only if the primary email address is not valid.

Authorized Signature 

The offer and acceptance form should be submitted with a signature by the person authorized to sign the bid. The person signing the bid shall initial erasures, interlineations, or other modifications in bid. Failure to sign the bid and contract award document, or to make other notations as indicated, may result in rejection of bid.

The contract vendor shall not commence any billable work or provide any material or service under this contract unless and until contract vendor receives a purchase order with Mohave's review noted.

Acceptance of Offer and Contract Award (Mohave Only)

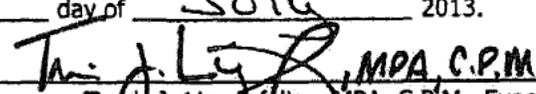
Your Bid is Hereby Accepted:

As contract vendor, you are now bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, addenda, etc.

This Contract shall be referred to as Contract Number 13I-NAL-0701

Awarded this 28 day of June 2013.

This contract shall be effective this 01 day of July 2013.


Travis J. Lingenfelter, MPA, C.P.M., Executive Director
Mohave Educational Services Cooperative, Inc.

Date: June 26, 2013

To: Travis J. Lingenfelter, MPA, C.P.C., Executive Director

Through: Mark DiBlasi, CPPB, Contracts Manager

From: Michael Carter, CPPB, Contract Specialist I

Subject: Award Recommendation for IFB 13I-0517, Vehicle Lubricants

On May 24, 2013 Mohave received three responses to IFB 13I-0517. In accordance with the procurement rules and the solicitation, the basis of award was lowest responsible and responsive bidder(s). An overall average pricing comparison was used to develop a ranking from lowest to highest price for the bids received.

North American Lubricants was the lowest overall bidder for average pricing of the items requested in the bid. They were lowest on most packaged and drum lubricants. Canyon State Oil was the second lowest overall bidder for average pricing of the items requested in the bid. They were lowest on one of the most common oil grades used in the industry (5W-30) in both drum and bulk quantities and automatic transmission fluids in all requested units of measure for delivery and/or packaging.

All three bidders were determined to be responsive and responsible. They provided the following required information:

- Provided the majority of the products and services requested in solicitation
- Demonstrated necessary experience
- Demonstrated ability to adequately service members statewide for all products and services offered

The evaluation committee determined a single award is not advantageous to Mohave's members. The solicitation authorized multiple awards to meet the needs of Mohave's large number of various types of members located throughout Arizona. This is a statewide contract aimed at providing vehicle lubricants. No single offer demonstrated the ability to effectively, and efficiently meet the needs of all our members' needs for vehicle lubricants.

Award is recommended to least number of bidders determined necessary to meet the members' requirements. The decision was based upon considerations for economical pricing for all lubricants, minimum order and delivery requirements for remote members, contractor's ability to provide for our large, diverse membership, and geographic area(s) served.

Awards are recommended to the responsible and responsive bidders with the lowest cost, based upon the pricing comparison above. The summary of the comparison pricing from the responsible and responsive bidders follows:

Vendor	Overall average	Overall Average for Packaged Lubricants	Overall Average for Drum Lubricants	Overall Average for Bulk Lubricants
North American Lubricants	\$207.56	\$9.16	\$562.15	\$9.66
Canyon State Oil	\$240.61	\$13.33	\$647.86	\$11.73
Auto Safety House, LLC	\$298.11	\$14.87	\$762.84	\$9.11*

*Note: Pricing was higher than recommended awarded bidders for commonly requested lubricants, such as, 15W-40, 5W-30, and Automatic Transmission Fluids in bulk measurements.

IFB 13I-0517 Award Recommendation

Additional details and summaries for the recommended awards are as follows:

- North American Lubricants was the lowest overall bidder for average pricing of the items requested in the bid. They were lowest on most packaged and drum lubricants. They manufacture their own branded products. Additionally, they provided a comprehensive list of non-core products. They offer free shipping for orders of ten cases of product, two 55-gallon drums, and/or 100 gallons of bulk lubricants.
- Canyon State Oil was the second lowest overall bidder for average pricing for all items requested in the bid. They were lowest on one of the most common oil grades used in the industry (5W-30) in both drum and bulk quantities and automatic transmission fluids in all requested quantities. They offered Shell lubricant products. They offer free shipping for orders of twenty cases of product, or five 5-gallon pails, one 55-gallon drum, and/or 220 gallons of bulk lubricants.

None of the bidders recommended for award are on the United States General Services Administration's Excluded Parties List or on the Arizona Department of Administration Excluded Parties List.

These are new contracts for Mohave. It is recommended the contracts take effect on July 1, 2013.

It is the recommendation of the evaluation committee contracts be awarded to Canyon State Oil, and North American Lubricants for Vehicle Lubricants.

Not recommended for award (below the cutoff for least number of vendors determined necessary to meet the members' requirements.):

Auto Safety House, LLC

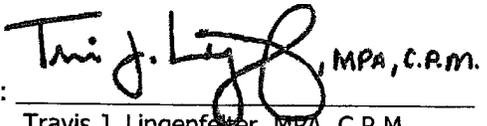
- Pricing was higher than awarded bidders for commonly requested lubricants, such as 15W-40, 5W-30, and Automatic Transmission Fluids in package, drum, and bulk measurements. Additionally, pricing was substantially higher on most compared packaged core products (7 out of 9 compared products), nearly all compared drum core products (10 out of 11 compared products) and nearly half of the compared bulk gallon products (5 out of 11).

Approve the award of #13I-0517 as recommended:



Signature: _____
Mark DiBlasi, CPPB
Contracts Manager

Date: 6/26/13



Signature: _____
Travis J. Lingenfelter, MPA, C.P.M.,
Executive Director

Date: 28-Jun-13



MOHAVE

ARIZONA COOPERATIVE PURCHASING

**ADDENDUM NO. THREE (3)
INVITATION FOR BID NO. 13I-0517
VEHICLE LUBRICANTS**

Addendum No. 3 is hereby made part of the solicitation documents and shall be included in all submitted formal sealed bids. Bidders shall formally acknowledge receipt of Addendum No. 3 by including this page, signing, and dating the following statement:

Addendum No. 3 is acknowledged by Brian Brownlee
Printed Name and Title: BRIAN Brownlee NATIONAL ACCOUNTS
Name of Firm: NORTH AMERICAN Lubricants
Date: 5/15/13

Place a signed copy of Addendum No. 3 after Tab 1.b. in your formal bid binder.

Note: The published due date and time of May 24, 2013 at 3:00 P.M. local AZ time remains unchanged.

CORRECTION TO THE 13I VEHICLE LUBRICANTS ADDENDUM 1.XLSX WORKBOOK REGARDING API SJ SERVICE RATING:

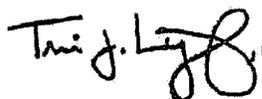
The API Service rating indicated as SJ has been found to be outdated for the lubricants using this specification in the 13i vehicle lubricants addendum 1.xlsx workbook. Products that have requested an API Service SJ performance category shall be revised and updated to API Service SN.

- **All applicable products that have been requested in the 13i vehicle lubricants addendum 1.xlsx workbook shall use the updated API SN Service rating in bid pricing.**

This is a minor correction and no revised workbook will be issued.

All questions regarding Invitation for Bids No. 13I-0517 should be directed to the responsible Contract Specialist:

Michael Carter, CPPB, Contract Specialist I
Phone: (928) 718-3222
Email: michael@mesc.org

 **MPA, C.P.M.**

Travis Lingenfelter, MPA, C.P.M.
Executive Director
Mohave Educational Services Cooperative, Inc.

Publish Date: May 15, 2013



ARIZONA COOPERATIVE PURCHASING

ADDENDUM NO. TWO (2)
INVITATION FOR BID NO. 13I-0517
VEHICLE LUBRICANTS

Addendum No. 2 is hereby made part of the solicitation documents and shall be included in all submitted formal sealed bids. Bidders shall formally acknowledge receipt of Addendum No. 2 by including this page, signing, and dating the following statement

Addendum No. 2 is acknowledged by:

Printed Name and Title:

Name of Firm:

Date:

Diana Browlee

Brian Browlee NATIONAL ACCOUNTS

NORTH AMERICAN LUBRICANTS

5/1/13

Place a signed copy of Addendum No. 2 after Tab 1.b. in your formal bid binder.

REVISED PUBLISHED DUE DATE AND TIME HAVE BEEN REVISED:

The original published due date has been revised from May 17, 2013 to the following:

May 24, 2013 at 3:00 P.M. local AZ time

CORRECTION TO THE 13I VEHICLE LUBRICANTS ADDENDUM 1.XLSX WORKBOOK:

An error has been noted in the 13i vehicle lubricants addendum 1.xlsx workbook. Product description *Dextron IV* should be *Dextron VI*. This is a minor correction and no revised workbook will be issued.

All questions regarding Invitation for Bids No. 13I-0517 should be directed to the responsible Contract Specialist:

Michael Carter, CPPB, Contract Specialist I

Phone: (928) 718-3222

Email: michael@mesc.org

Travis Lingenfelter, MPA, C.P.M.

Travis Lingenfelter, MPA, C.P.M.

Executive Director

Mohave Educational Services Cooperative, Inc.

Publish Date: May 1, 2013



ARIZONA COOPERATIVE PURCHASING

**ADDENDUM NO. ONE (1)
INVITATION FOR BID NO. 13I-0517
VEHICLE LUBRICANTS**

Addendum No. 1 is hereby made part of the solicitation documents and shall be included in all submitted formal sealed bids. Bidders shall formally acknowledge receipt of Addendum No. 1 by including this page, signing, and dating the following statement:

Addendum No. 1 is acknowledged by Brian Brownlee
Printed Name and Title: BRIAN BROWNLEE National Accounts
Name of Firm: NORTH AMERICAN LUBRICANTS
Date: 4/30/13

Place a signed copy of Addendum No. 1 after Tab 1.b. in your formal bid binder.

Note: The published due date and time of May 17, 2013 at 3:00 P.M. local AZ time remains unchanged.

REVISED ELECTRONIC WORKBOOK TITLED, 13I VEHICLE LUBRICANTS.XLSX:

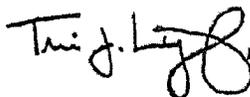
The original workbook included the use of brand names for Core Products. The attached electronic workbook titled, "13i vehicle lubricants addendum 1.xlsx" has been revised to remove brand names, include minimum specifications for the products requested, and replaces the original electronic workbook.

ADDITIONAL INFORMATION – MEMBER SURVEY RESULTS:

Mohave surveyed its membership in February 2013, to assess collective interest in utilizing a Mohave cooperative contract or contracts for vehicle lubricants. A total of one hundred and one (101) Mohave members responded to the survey instrument. Ninety-two (92) Mohave members responded to the questions regarding vehicle lubricants. Sixty-three percent (63%) of respondents indicated a likelihood of using Mohave's future cooperative contract(s) for vehicle lubricants. Twenty-two percent (22%) of respondents were uncertain and would wait to review the pricing and terms of the final contract(s).

All questions regarding Invitation for Bids No. 13I-0517 should be directed to the responsible Contract Specialist:

Michael Carter, CPPB, Contract Specialist I
Phone: (928) 718-3222
Email: michael@mesc.org

 **Travis Lingenfelter, MPA, C.P.M.**

Travis Lingenfelter, MPA, C.P.M.
Executive Director
Mohave Educational Services Cooperative, Inc.

Publish Date: April 30, 2013

Special Terms and Conditions

Place after Tab 1d

The following Special Terms and Conditions are in addition to the applicable General Terms and Conditions that appear on pages 25 - 35. Please review them and complete the *Special Terms and Conditions Specifications Acceptance Form* (page 24).

1. DELIVERY

- 1.1. Default in one installment to constitute total breach:** Contract vendor shall deliver conforming materials in each installment or lot under this contract and may not substitute nonconforming materials. Mohave reserves the right to declare a breach of contract if contract vendor delivers nonconforming materials to any Member under this contract.
- 1.2. Defective goods:** Contract vendor agrees to pay for return shipment of goods that arrive in a defective or non-operable condition. Contract vendor shall arrange for return shipment of damaged or defective goods.
- 1.3. Delivery time:** Failure to deliver any order within the time frame specified on the purchase order may result in cancellation of that purchase order.
- 1.4. Improper delivery:** If the goods or tender of delivery fail in any respect to conform to this contract, Member may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.
- 1.5. Restocking fees:** A restocking fee may only be charged on products ordered and delivered to Member's site. Restocking fees in excess of fifteen percent (15%) shall not be allowed. Contract vendor may waive restocking fees. Shipping charges on returns must be identified.

2. FORM OF CONTRACT

- 2.1. Contract vendor contract documents:** Mohave will review proposed contract vendor contract documents. Contract vendor's contract documents shall not become part of Mohave's contract with contract vendor unless and until an authorized representative of Mohave reviews and approves it. If a firm submitting a bid requires Member to sign an additional agreement, a copy of the proposed agreement shall be included with the bid.
- 2.2. Form of contract:** The form of contract for this solicitation shall be the Invitation For Bid, the awarded bid(s), and properly issued Member purchase orders referencing the requirements of the Invitation For Bid.
- 2.3. Parol evidence:** The contract represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

3. INSURANCE

- 3.1. Liability insurance:** Prior to commencing services under this contract, contract vendor shall procure and maintain during the life of this agreement comprehensive public liability insurance, to include automobile liability, providing limits of not less than \$1,000,000 per occurrence. Evidence of the required insurance shall be provided by means of a certificate of insurance naming Mohave as the certificate holder. In addition, contract vendor must be willing to provide, upon request, identical certification of insurance to any Member using this contract. A sample certificate may be provided. However, before any orders are processed, contract vendor must provide a certificate that names Mohave as the certificate holder. **Place after Tab 2b.**
- 3.2. Workers compensation insurance:** Contract vendor shall also procure and maintain during the life of this agreement, workers' compensation insurance for all of contract vendor's employees engaged in work under the contract. All workers' compensation insurance will be in compliance with state statute and evidenced by a certificate of insurance.

4. SPILL AND CLEANUP SUPPORT

It is required that each contract vendor should have spill and cleanup support system available for Members throughout Arizona, or the regions specified in their offer. If a third party is used to provide spill and cleanup work, bidder must include details of any such arrangement in the bid. Trained and qualified technicians shall be available to cover all parts of the state, or specific regions within the state for regional offers. It is preferred that response services are available within 24 hours, or expedited on a case-by-case basis, as required by the Member.

5. MANUFACTURER SUPPORT

Bidders submitting bids as a manufacturer's representative must be able, if requested by Mohave, to supplement the bid with a letter from the manufacturer certifying that bidder is a bona fide dealer for the materials offered, that bidder is authorized to submit a bid on such material, and which guarantees that should bidder fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.

6. OFFER ACCEPTANCE PERIOD/WITHDRAWAL

6.1. Bid acceptance period: A bid submitted in response to this solicitation shall be valid and irrevocable for ninety (90) days after opening time and date.

7. OVERVIEW

7.1. Bidder qualifications: It is preferred that the bidder has extensive knowledge and at least three (3) years experience with the products offered. Mohave reserves the right to accept or reject newly-formed companies solely based on information provided in the bid and/or its own investigation of the company.

7.2. Order cycle overview:

1. Member forwards purchase orders to Mohave that lists the contract number. Vendor listed on the purchase order is contract vendor.
2. Mohave reviews and emails Member order with "MESC Reviewed" stamp, to contract vendor.
3. Contract vendor provides products.
4. Contract vendor invoices Member.
5. Member pays contract vendor.
6. Contract vendor sends monthly Reconciliation Report to Mohave.
7. Contract vendor remits administration fee monthly, based on invoices paid.
8. Mohave audits selected purchases.

8. PRICING

8.1. Administration fee: Mohave's 1% administration fee shall be included in bidder's net price. Contract vendor shall not add the administration fee to approved contract prices. The value of trade-ins or rebates shall not affect the amount of administration fee paid to Mohave.

8.2. Application of pricing: The date of a Member's purchase order and/or a contract vendors quote will generally be used to determine the contract pricing that is in effect for that order. However, other factors may apply.

8.3. Basis for pricing: Contract pricing under this IFB must be based upon:

Fixed discount(s) off manufacturer's published price list(s) or catalog(s).

8.4. Catalogs/price lists: A copy of the latest edition of the price list or catalog to which discount shall be applied shall be included with bid. Bidder shall attach all applicable price lists or catalogs. Submission of outdated price lists or catalogs may result in rejection of bid.

8.5. Combination pricing: Bids for combination of pricing schedules shall clearly identify items covered by discount(s)

8.6. Decimal places: Pricing shall use a maximum of three (3) decimal places, unless specified otherwise.

- 8.7. Discounts:** Discount bids must clearly identify percent of discount to apply to the contract. If multiple discounts apply, bidder shall clearly indicate the discounts and applicable materials. Bidder shall agree that there will be no reduction in discount(s) during the term of contract.
- 8.8. Effect of price:** No contract shall be awarded solely on the basis of price.
- 8.9. Bid prices:** Bid pricing for core products shall include prices for any and all items. Core product prices shall be firm until each anniversary date of contract, unless there is an occurrence of one or more allowable economic price adjustment contingencies outlined in bid. If allowable price adjustment contingencies occur, contract vendor may submit a fully documented request for price adjustment to Mohave. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of bid submittal and results from an increased cost to contract vendor that was out of contract vendor's control.
- 8.10. Bid price review:** Mohave will review requests for bid price adjustments to determine if the new prices or another option is in the Members' best interests. New bid prices shall apply to the contract upon approval from Mohave. Price changes shall be a factor in contract renewal.
- 8.11. New catalogs/price lists:** New price lists, workbooks and/or catalogs may be submitted for review throughout the term of the contract. Mohave will review new price lists, workbooks and/or catalogs to determine if the new prices or an alternative option is in the Members' best interests. New price lists, workbooks and/or catalogs shall apply to the contract only upon approval from Mohave. New price lists, workbooks and/or catalogs found to be non-competitive at any time during the contract will be grounds for terminating the contract.
- 8.12. Overcharges by antitrust violations:** Mohave maintains that overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, contract vendor assigns to Member any and all claims for such overcharges as to the goods or services used to fulfill the contract.
- 8.13. Price reduction and adjustment:** Price reduction may be offered at any time during a contract and shall become effective upon notice of acceptance from Mohave. Special time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than 30 days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a Member. Contract vendor shall offer Mohave any published price reduction during the contract period.
- 8.14. Price workbook:** All bidders must download and complete the 13I Vehicle Lubricants Workbook titled "**13i vehicle lubricants.xlsx**" located at www.mesc.org/contracts-solicitations/solicitations. Provide a CD or similar electronic media device (DVD, USB thumb drive, etc.) with the completed spreadsheet in your response. Paper copies of the workbook are required. Failure to provide and complete the 13I Vehicle Lubricants Workbook shall render your bid nonresponsive. ***Place after Tab 3a.***
- If awarded a contract, all future pricing updates shall be based on the electronic workbook, or similar approved format.
- 8.15. Special pricing offers:** Special pricing offers (i.e., volume discounts) must apply to all Mohave orders of similar size and scope. Special pricing limited to a single Member is not acceptable. Mohave must approve special pricing before it is offered to any Member.

9. SITE REQUIREMENTS

9.1. Contract vendor employee fingerprinting: Contract vendor, subcontractors and their employees working under an awarded contract who are required to provide services on a regular basis at an individual school, shall obtain and present a valid Department of Public Safety fingerprint clearance card in accordance with A.R.S. § 15-512 (H). The fingerprint card shall be issued pursuant to Title 41, Chapter 12, Article 3.1. Charges for such fingerprint checks will be the responsibility of the contract vendor, subcontractor, vendor or individual employee as determined by the buying Member.

An exception to this requirement may be authorized in Member's Governing Board policy, for persons who, *"as part of the normal job duties of the persons, are not likely to have independent access to or unsupervised contact with pupils."*

Contract vendor, subcontractors or vendors and their employees shall not provide services on school district property until so authorized by the school district. Additionally, contract vendor shall comply with applicable governing board fingerprinting policy(ies) at the school district where services are provided.

9.2. Onsite Contract Vendor Responsibilities: The contract vendor is responsible for ensuring that all onsite work/deliveries performed under contract meets or exceeds the OSHA standards, and is responsible for ensuring safe work performance of employees and subcontract vendors. These standards apply to onsite activities and equipment operation that support the contract work.

Contract vendor and its employees or subcontractors shall report accidents and incidents immediately to the Member's responsible staff or its administration. The contract vendor is responsible for providing and obtaining appropriate medical and emergency assistance and notifying fire and law enforcement agencies, when necessary. Except for rescue and emergency measures, the scene of the accident or incident shall not be disturbed, and the operation shall not resume until authorized by the Member's responsible staff or administration. The contract vendor must assist and cooperate fully with the investigation of the accident/incident and ensure availability of all information, personnel and data pertinent to the investigation.

For preemptive purposes, contract vendor and its employees or its subcontractors shall immediately report to the Member's responsible staff or administration all areas of concern that could potentially lead to accident or injury.

9.3. Registered sex offender restrictions: For work to be performed at an Arizona school, contract vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contract vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion.

9.4. Safety measures: Contract vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contract vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public, and existing structures from injury or damage.

9.5. Smoking: Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

10. TERM OF CONTRACT AND EXTENSION

10.1. Contract period: It is Mohave's intent to award a multi-term contract for the specified materials, and services. The initial contract term shall be for one (1) calendar year from the effective date of contract award. By mutual written agreement between Mohave and contract vendor, the contract may be extended for up to four (4) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contract vendor is so notified by Mohave.

10.2. Month-to-month extensions: Mohave reserves the right to offer month-to-month extensions if that is determined to be in the best interests of Members.

10.3. Renewal of contract: Conditions for renewal of the contract 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 requirements of the contract, and continued competitive prices for the materials and services provided under the contract.

11. WARRANTY/QUALITY GUARANTEE

11.1. Fitness: Contract vendor warrants that any material supplied to Mohave or its Members shall fully conform to all requirements of the contract and all representations of contract vendor, and shall be fit for all purposes and uses required by the contract.

11.2. Inspection: The warranties set forth in this section shall not be affected by inspection or testing of, or payment for the materials to vendor by its Member.

11.3. Quality: Contract vendor warrants that for one (1) year after acceptance of the materials by Member, they shall be:

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

11.4. Warranty requirements: Contract vendor warrants that all materials delivered under this contract shall conform to the specifications. Contract vendor agrees to help Member reach resolution in a dispute with the manufacturer over warranty terms. Any extended manufacturer's warranty will be passed on to Member without exception. Mohave reserves the right to cancel the contract if contract vendor charges Member for a replacement part contract vendor received at no cost under a warranty.

Special Terms and Conditions Acceptance Form

Place after Tab 1d

Signature on Page 37 certifies complete acceptance of the Special Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Special Terms and Conditions:

- We take no exceptions/deviations to the Special Terms and Conditions.**

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- We take the following exceptions/deviations to the Special Terms and Conditions. All exceptions/deviations shall be clearly explained. Reference the corresponding Special Terms and Conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the Special Terms and Conditions. Provide details on your exceptions/deviations below:**

(Note: All requested exceptions/deviations must be clearly explained. Reference the specific special terms and conditions that you are taking exceptions/deviations to, detail any proposed substitute special terms and conditions, and clearly demonstrate how Mohave and its membership will be better served by the substituted special terms and conditions. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.)

General Terms and Conditions

Place after Tab 1c

1. CANCELLATION

- 1.1. Cancellation for bankruptcy or acquisition:** Mohave reserves the right to cancel, or suspend the use of, any contract if contract vendor files for bankruptcy protection, or is acquired by an independent third party.
- 1.2. Cancellation for conflict of interest:** Mohave may cancel this contract or any purchase order issued under this contract pursuant to ARS §38-511 for conflict of interest. Conflict of interest occurs if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Mohave, is or becomes at any time while the contract or an extension of the contract is in effect, an employee of, or a consultant to, any other party to the contract, with respect to the subject matter of the contract. Members shall incur no penalty or further obligation if the contract is cancelled for conflict of interest. A written notice of cancellation shall be sent to the contract vendor and the effective date of cancellation shall be the date specified within the written notice of cancellation.
- 1.3. Cancellation for convenience:** Mohave reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when Mohave determines that action to be in the best interests of its Members. Contract vendor shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for authorized work in progress, authorized work completed and materials accepted before the effective date of the cancellation.
- 1.4. Cancellation for non-performance or contract vendor deficiency:** Mohave may terminate any contract if Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. Mohave reserves the right to cancel the whole or any part of this contract due to failure by contract vendor to carry out any obligation, term or condition of the contract. Mohave may issue a written deficiency notice to contract vendor for acting or failing to act in any of the following:
- Failing to comply with the accepted terms and conditions of the contract;
 - Providing material that does not meet the specifications of the contract;
 - Providing material that was not awarded under the contract;
 - Failing to adequately perform the services set forth in the scope of work and specifications;
 - Failing to complete required work or furnish required materials within a reasonable amount of time;
 - Providing material under the contract prior to receiving a Mohave reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contract vendor shall have ten (10) days to provide a satisfactory response to Mohave to adequately address all issues of concern. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this clause, all goods, materials, work, documents, data and reports prepared by contract vendor under the contract shall become the property of the Member.

- 1.5. Cancellation for replacement:** Mohave reserves the right to cancel a contract awarded under this solicitation and replace it with a newer contract awarded to the same contract vendor for similar goods and services. Mohave may, at its option, either replace a contract resulting from this solicitation or delay a new award until the existing contract expires. The decision to replace the contract rests solely with Mohave.
- 1.6. Contract vendor cancellation:** Contract vendor may cancel this contract at any time upon thirty (30) days prior written notice to Mohave or at time of annual contract renewal. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by Mohave.
- 1.7. Continuation of performance:** Contract vendor shall continue to perform in accordance with the requirements of the contract, up to the date of cancellation and as directed in the cancellation notice.

1.8. Gratuities: Mohave shall cancel this contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by contract vendor or any agent or representative of contract vendor, to any employee of Mohave or Member with a view toward securing a contract or with respect to the performance of this contract. Paying the expenses of normal business meals shall be in accordance with each Member's policy regarding gratuities. Samples of products provided to Mohave for demonstration or evaluation are not considered gratuities.

2. CERTIFICATION

By signing the Offer and Acceptance Form (page 37 of the IFB), bidder certifies the following:

- Bidder has examined and understands the terms, conditions, scope of work and specifications and other documents in this solicitation.
- The submission of the bid did not involve collusion or other anti-competitive practices. Neither signatory nor any person on his behalf has connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.
- 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.
- Neither bidder, nor any officer, director, partner, Member or associate of bidder, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- Bidder agrees to comply fully with any and all provisions of ARS §32-1101 et seq (Registrar of Contractors) that may regulate bidder's business. Bidder shall not discriminate against any employee, or applicant for employment in violation of federal and state laws (see Federal Executive Order 11246; ARS §41-1461).
- Bidder is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.
- If awarded a contract, bidder agrees to promote, offer and sell under Mohave contract only those materials awarded to contract vendor by Mohave.
- If awarded a contract, bidder shall provide the commodities, and/or services to Members of Mohave in accordance with the terms, conditions, scope of work, specifications, and other documents of this Invitation For Bid.
- If awarded a contract, bidder agrees that all staff and other individuals eligible to receive services shall have equal access to the services regardless of race, religion, color, sex, disability, age or national origin (including language minority individuals).
- Bidder and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other federal immigration laws and regulations, A.R.S. §41-4401, and A.R.S. §23-214, which requires compliance with federal immigration laws by Arizona employers, Arizona contractors and Arizona subcontractors in accordance with the E-Verify employee eligibility verification program.
- Bidder does not have scrutinized business operation in Sudan or Iran and complies with the Export Administration Act.

3. CLARIFICATION

Clarification means communication with bidder 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 Mohave or as initiated by bidder. Clarification does not provide the bidder an opportunity to revise or modify its bid, except to the extent that correction of apparent clerical mistakes results in a revision.

4. CONFIDENTIAL INFORMATION

4.1. Confidential information request: If bidder believes that its bid contains trade secrets or confidential information that should be withheld from public inspection, a statement advising Mohave of this fact shall accompany the bid, and the information shall be so identified wherever it appears. Mohave shall review the statement and provide their determination in writing whether the information shall be withheld. If Mohave determines to disclose the information, Mohave shall inform bidder in writing of such determination. Requests to deem the entire bid as confidential will not be considered.

4.2. Pricing: Mohave will not consider pricing to be confidential or proprietary.

4.3. Public record: All bids submitted in response to this solicitation shall become the property of Mohave. They will become a matter of public record available for review, subsequent to award notification.

5. COOPERATIVE PURCHASING

5.1. Cooperative purchasing: This contract is based on the need for Mohave to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to Members. Any contract that prohibits sales from being made to specific types of Members (for example, state agencies or local government units) may not be considered. Sales without restriction to any Members are preferred.

5.2. Cooperative purchasing agreements: Cooperative Purchasing Agreements between Mohave and its Members have been established under Arizona procurement rules and code for use of contracts.

5.3. Most favored customer: Bidder agrees all prices, terms, warranties, and benefits granted by bidder to Members through this contract are comparable to or better than the equivalent terms offered by bidder to any present customer meeting the same qualifications or requirements. Nothing in this solicitation is intended to establish a most favored customer relationship between Mohave and contract vendor. Contract vendor may respond to any solicitation without regard to this contract. If contract vendor offers lower prices to any of its other customers, it may lower its prices to Mohave at the same time by written notice.

6. ESTIMATED QUANTITIES

Mohave anticipates considerable activity resulting from this solicitation. However, no commitment of any kind is made concerning quantities actually to be acquired. Mohave does not guarantee usage. Usage depends on the actual needs of Members and marketing by contract vendor.

7. EVALUATION & AWARD

7.1. Basis of award: Award(s) will be made to the responsive and responsible bidder(s) whose bid(s) is (are) determined in writing to be the low responsive and responsible bid or bids. Mohave reserves the right to use model projects/market baskets to determine the low ranking of bids. It is Mohave's intent to award a complete line of products, when possible and advantageous.

7.2. Deviations and exceptions to requirements: All requested exceptions/deviations must be clearly explained. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.

7.3. Formation of contract: A response to this solicitation is an offer to contract with Mohave based upon the terms, conditions, scope of work, and specifications contained in this request. A bid does not become a contract unless and until Mohave accepts it. A contract is formed when a Mohave administrator signs the award document.

7.4. Multiple award: Mohave has a large number of various types of Members located throughout Arizona. To assure that our contracts meet the requirements of all Members, Mohave reserves the right to award multiple contracts. Such decision will be based upon considerations for Members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contract vendor's ability to provide for our large, diverse membership, bonding capacity, geographic area(s) served, Mohave's past experience with contracts for similar product/services, and other relevant criteria. Bidder should consider the fact that Mohave may award multiple contracts in preparing their response. The decision to award multiple contracts, award a single contract, or make no award rests solely with Mohave.

A multiple award shall be made only if the procurement officer determines in writing that a single award is not advantageous to Mohave. A multiple award shall be limited to the least number of suppliers necessary to meet the requirements of the using agencies. Mohave shall make the sole determination of the least number of contracts required to meet the need.

7.5. Non-exclusive contract: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Mohave's Members. Mohave and its Members reserve the right to obtain like goods and services from other sources.

7.6. Past performance information: Past Performance Information (PPI) is relevant information regarding a contract vendor's actions under previously awarded contracts to public agencies. It includes contract vendor's record of performance under such contracts including, but not limited to: conformance to the terms, conditions, specifications and scope of work of the contracts, responsiveness to, and correction of, contract claims and controversies, and satisfaction of the contracting entities. PPI shall be a factor in evaluation and award.

7.7. Responsible bidder: A responsible bidder is a firm or person with the capability to perform the contract requirements and the integrity and reliability, which will assure good faith performance. Mohave must determine a bidder to be responsible before awarding a contract to bidder.

7.8. Responsive bids: A responsive bid reasonably and substantially conforms to all material requirements of the solicitation. Bids must be responsive to receive award consideration. Mohave reserves the right to waive minor informalities.

8. FEDERAL & STATE REQUIREMENTS

8.1. Business operations in Sudan/Iran: In accordance with A.R.S. 35-391.06 and 35-393.06, the contract vendor shall not have scrutinized business operations in Sudan and/or Iran.

8.2. Compliance with federal and state requirements: Contract vendor agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti-Kickback" Act, the Housing and Urban Development Act of 1968, and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375. In such projects, contract vendor agrees to post wage rates at the work site and submit a copy of their payroll to the Member for their files. In addition, to comply with the Copeland Act, contract vendor must submit weekly payroll records to the Member. Contract vendor must keep records for three years and allow the federal grantor agency access to these records, upon demand. Contract vendor also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on any projects funded with federal grant monies, contract vendor agrees to comply with the administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal governments (24 CFR, Part 85.36), including 24 CFR 85.36(i), contract provisions.

The forms listed below are incorporated by reference into this solicitation and any resultant contract.

- HUD-5369, Instructions to Bidders for Contracts, Public and Indian Housing Programs
- HUD-5369-A, Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs
- HUD-5369-B, Instructions to Offerors Non-Construction
- HUD-5369-C, Certifications and Representations of Offerors Non-Construction Contract
- HUD-5370, General Conditions of the Contract for Construction
- HUD-5370-C1, General Conditions for Non-Construction Contracts Section 1 (With or Without Maintenance Work)
- HUD-5370-C2, General Conditions for Non-Construction Contracts Section 1 (With Maintenance Work)

For federally funded projects only, the requirements of an applicable form shall supersede conflicting requirements in this solicitation. The forms may be accessed via HUDClips (<http://www.hud.gov/offices/adm/hudclips>) or by requesting a copy from the Mohave contact person listed on Page 1 of this solicitation.

8.3. Compliance with workforce requirements: Pursuant to ARS §41-4401, contract vendor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS §23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program." [To register for E-Verify, go to: <https://e-verify.uscis.gov/enroll/startpage.aspx>.]

Mohave reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Mohave and its Members reserve the right to inspect the papers of any contract vendor or subcontract employee who works under this contract to ensure compliance with the warranty above.

8.4. Contract vendor employee work eligibility: By entering into the contract, contract vendor 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. Mohave and/or Mohave Members may request verification of compliance from any contract vendor or subcontractor performing work under this contract. Mohave and its Members reserve the right to confirm compliance. Should Mohave or its Members suspect or find that the contract vendor or any of its subcontractors are not in compliance, Mohave 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 contract vendor. All costs necessary for compliance are the responsibility of the contract vendor.

8.5. Non-compliance: All federally assisted contracts to Members that exceed \$10,000 may be terminated by the federal grantee for noncompliance by contract vendor. In projects that are not federally funded, bidder must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

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

8.7. Terrorism country divestments: In accordance with A.R.S. 35-392, Mohave and its Members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contract vendor warrants compliance with the Export Administration Act.

9. FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other, nor be 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, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; snow; earthquakes; tornadoes or violent winds; hail storms; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

10. INDEMNIFICATION

10.1. General indemnification: To the extent permitted by law, Mohave and its Members shall be indemnified and held harmless by contract vendor for its vicarious liability as a result of entering into this contract. Each party to the contract is responsible for its own negligence.

10.2. Patent and copyright indemnification: To the extent permitted by law, contract vendor shall indemnify and hold harmless Mohave and its Members against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Mohave and its Members of materials furnished or work performed under this contract. Mohave and its Members shall reasonably notify contract vendor of any claim for which it may be liable under this paragraph.

11. LICENSES

Contract vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contract vendor. Contract vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Mohave reserves the right to stop work and/or cancel the contract of any contract vendor whose license(s) expire, lapse, are suspended or terminated.

12. OFFER ACCEPTANCE PERIOD/WITHDRAWAL

12.1. Late bids: Except as authorized by Arizona procurement rules and code, late bids shall not be considered.

12.2. Withdrawal of bid: At any time prior to the specified due date and time, bidder may withdraw his bid. After the opening time and date, bids may not be withdrawn, except as allowed by Arizona procurement rules and code.

13. ORDERING CYCLE

13.1. Acceptance of orders: This contract is for the sole use of Mohave and its Members. All quotations provided to Members must be based on prices in the contract and include the correct Mohave contract number. Contract vendor may only refuse a Mohave reviewed order under this contract after providing written documentation acceptable to Mohave describing the circumstances that warrant refusal. Improper documentation and/or frequent refusals may result in contract cancellation. Mohave may require the contract vendor to reject any purchase orders received from Members based on this contract that may not comply with Mohave's rules, processes or standards.

13.2. Audit of contract activity: Mohave will audit some of the purchases made under this contract. The contract vendor agrees to provide all documentation necessary for Mohave to audit purchases made under contract, including invoices, credits and statements issued to Members, in a timely fashion.

13.3. Contract vendor contacts: Contract vendor agrees to assign only one contact person for each of the following: accounting, audit, contract administration, escalation, main member contact, open order/status report, and reconciliation. These contacts may be the same person, with the exception of the escalation contact. The name(s) of the contact persons will be provided to Mohave.

13.4. Open order and status reports: Mohave will send contract vendor open order and status reports on a periodic basis. Contract vendor agrees to reply to information requests in a timely fashion.

13.5. Orders in process: Member purchase orders dated on or before the contract cancellation and/or expiration date, will be processed and are considered valid until order fulfillment, or cancellation by the Member. Any such orders must be in the possession of Mohave within a reasonable amount of time.

13.6. Purchase verification: It is the Member's independent responsibility to verify that quotations and purchase orders comply with the terms of the award of a contract or procurement.

13.7. Quotations: Quotations with no end date are considered invalid after sixty (60) days from the issue date.

14. OVERVIEW

14.1. Advertising: Bidder shall not advertise or publish information concerning this solicitation prior to an award being announced by Mohave. After award, contract vendor(s) may advertise the availability of products and services to Members. Any promotional marketing materials using the Mohave logo must be approved by a Mohave Contract Specialist in advance.

14.2. Amendment of contract: An awarded contract may be amended for a variety of reasons. Contract amendments will be issued as deemed necessary by Mohave to address contractual issues that may arise.

14.3. Applicable law: Contract shall be governed by the laws of the State of Arizona, and suits pertaining to the contract may be brought only in courts in the State of Arizona.

14.4. Application of law: The Arizona Procurement Code, the Arizona State Board of Education School District Procurement Rules, and the Uniform Commercial Code (UCC) as adopted by the State of Arizona, are part of this document as if fully set forth herein. Any provision or clause required by law, rule or regulation to be included in the contract will be read and enforced as if in the contract, whether or not physically included. If any such provision is not included, or is not correctly included, contract will be amended in writing to make such inclusion or correction upon application from either party to contract.

14.5. Arbitration: After exhausting applicable administrative review, the parties to this contract may agree to resolve disputes arising out of or relating to this contract through arbitration, to the extent allowed by law.

14.6. Assignment: Contract vendor shall assign no right or interest in this contract without prior written permission from Mohave. No delegation of any duty of contract vendor shall be made without prior written permission from Mohave. Mohave shall not unreasonably withhold approval and shall notify contract vendor of its decision within fifteen (15) days of receipt of written notice from contract vendor.

14.7. Audit rights: In accordance with applicable Arizona law, contract vendor's books and records related to this contract may be audited at a reasonable time and place, for the term specified in Arizona procurement rules and code.

14.8. Bid opening: Bids shall be opened immediately following the bid due date and time. Sample pricing will be publicly read and recorded in the presence of witnesses. All other information in the bids shall remain confidential until after award of contracts, with the exception of review by Mohave staff and selected evaluators.

14.9. Brand names: The names of major businesses and their products that appear without the trademark or service mark remain the property of their respective owners.

14.10. Captions, headings and illustrations: The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of perusal only, and in no way define, limit or describe the scope or intent of the request.

14.11. Contract claims or controversies: The requirements of the Arizona procurement rules and code shall govern any contract awarded as a result of this solicitation, as well as any contract claims or controversies associated with it.

Formal contract claims and controversies between a Member and contract vendor shall be resolved in accordance with R7-2-1155 through R7-2-1159, or ARS, Title 41, Chapter 23, Article 9, as applicable. The Member's authorized representative shall serve as the district representative for resolution of such claims and controversies. ARS, Title 41, Chapter 23, Article 9 and the rules promulgated under it, or R7-2-1155 through R7-2-1159, as applicable, provide the exclusive procedure for asserting a cause against the Member under the contract.

14.12. Contract placed on hold: Mohave shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contract vendor to address issues in the written deficiency notice.

14.13. Definition of time: Periods of time, stated as a number of days, shall be in calendar days, not business days.

14.14. Eligible agencies: Any contract awarded from this solicitation shall be available to all Members who have signed Mohave's Cooperative Purchasing Agreement. Member is defined as a local or public procurement unit, or a governmental public entity that is a political subdivision for purposes of federal income tax, or a nonprofit educational or public health institution that is a political subdivision for purposes of federal income tax or meets the requirements of Section 115 of the Internal Revenue Code. Mohave has over 400 Members including public school districts, community colleges, city and county governments and political subdivisions throughout Arizona. A list of Members may be found on Mohave's website, www.mesc.org. Actual use of any contract will be at the sole discretion of Mohave's Members.

14.15. Novation: If contract vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Mohave reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contract vendor.

14.16. Order of precedence: In the event of a conflict in the provisions of the contract as accepted by Mohave, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Scope of work/services and specifications
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

14.17. Pricing extension errors: In case of error in extension of prices in the bid, unit prices shall govern.

14.18. Relationship of the parties: Vendors receiving contracts under this solicitation are independent contractors. Neither party to the contract, nor any Member, shall be deemed to be the employee of another party to the contract.

14.19. Removal from potential bidders list: Any bidder submitting a perfunctory bid with no serious intent of being accepted may be removed from Mohave's potential bidders list. Any vendor not responding to two (2) consecutive Invitation for Bids for similar procurements may be removed from the potential bidders list for those items or services. A "no bid" response or request to remain on the list is sufficient to keep a vendor on the potential bidders list.

14.20. Severability: The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

14.21. Successful performance: The sections of solicitation defining the scope of services, requirements, qualifications, etc., are not to be construed as a complete listing that exempts successful bidder from reasonable services required to ensure successful performance under the contract.

14.22. Title: Purchase orders placed under this contract are on behalf of Mohave's Members. As such, title to goods passes directly from contract vendor to Member.

15. PAYMENT

15.1. Billing: All invoices shall list the applicable Member purchase order number and Mohave contract number. Contract vendor will invoice Members directly. All transactions are payable in U.S. currency only.

15.2. Contacting Member about payment: Contract vendor may contact Member directly for payment for a product delivered to the Member under the contract. Such contact shall be professional and courteous.

15.3. Contract vendor invoice: Contract vendor shall invoice Member after delivery of goods. Goods shall be invoiced at applicable contract prices, which include Mohave's 1% administration fee. Invoice must include Member purchase order number and Mohave contract number.

Mohave's administration fee is included in the invoice amount paid by the Member. Contract vendor shall remit administration fee to Mohave monthly. Administration fee shall be calculated at .0099 of the original subtotal amount. The Mohave administration fee shall not be calculated on ancillary charges (e.g. shipping, transaction privilege tax, environmental fees, etc.)

15.4. Contract vendor payment: Member shall issue payment to contract vendor after receipt of invoice. Payment by P-Card is requested.

15.5. Correct billing: Contract vendor's invoice must match the purchase order. If discovered, contract vendor must correct incorrect invoices resulting in excess charges, no matter the cause of the error. Any excess payment must be returned to Member within the time allowed by law, in the form of a check or credit memo, as determined by the Member.

If a Member is invoiced at less than contract prices, contract vendor will invoice the Member for the difference unless Mohave approves the undercharge.

If contract pricing in effect on the contract has gone down between the time of the order and the invoice date, contract vendor may invoice at the current contract price.

15.6. Credit hold: Contract vendor agrees to advise Mohave's Procurement Manager of a Member(s) being placed on credit hold, within five (5) days of the action.

15.7. Payment time: Payment terms are net thirty (30) days from receipt of Contract vendor's invoice.

15.8. Quick pay discounts: Quick pay discounts may be offered to Members, provided they have received the materials, and that such discounts are available equally to all Members. Mohave must approve such discounts in writing and before they are offered to Members.

15.9. Reporting and payment of administration fees to Mohave: The contract vendor agrees to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Items in the report must include Member names, PO numbers, amounts, administration fees, invoice numbers, invoice dates and credit/return information for all invoices paid in the prior month. Payment and report are due as per a schedule agreed upon by Mohave and contract vendor. The initial due date shall be the **10th, 15th, 20th or 30th** of the following month and will be specified in an award notification letter. If no invoices were paid under the contract in the previous month, the contract vendor will provide notice of no activity. A sample reconciliation report is available at our website http://www.mesc.org/solicitations/13I_Reconciliation_Report.xls

Mohave administration fees shall be mailed to:

625 E. Beale St.
Kingman, AZ 86401

16. PREPARATION OF BID & BID FORMAT

- 16.1. Amendment of bid:** A bid may be amended up to the time of opening by submitting a sealed letter to the location indicated on the front of the solicitation.
- 16.2. Bid forms:** The forms and format contained in the solicitation shall be used. Bidders may reproduce the forms and retype the information, but all of the required information must be presented in the tab order requested. Electronic or faxed bids shall not be considered.
- 16.3. Bidder responsibility:** Bidder shall examine the entire solicitation, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting bid. Failure to examine any requirements shall be at bidder's risk. Negligence in preparing a bid confers no right of withdrawal after due date and time.
- 16.4. Cost of bid preparation:** Mohave will not reimburse the cost of developing, presenting, or providing any response to this solicitation.

17. PRODUCT LINES

- 17.1. Current products:** Bids shall be for materials in current production and marketed to the general public and education/government agencies at the time the bid is submitted.
- 17.2. Discontinued products:** If a product or model is discontinued by the manufacturer, contract vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model. Discontinued product substitutions must be submitted and approved by Mohave, prior to being offered to Member.
- 17.3. New products:** New products that meet the scope of work may be added to the contract. Contract vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. Mohave may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product. New products must be submitted and approved by Mohave, prior to being offered to Member. Mohave may reject any additions without cause.
- 17.4. Product line:** Bidders with a published catalog may submit the entire catalog. Mohave reserves the right to select products within the catalog for award without having to award all contents.

18. PROTESTS

Protests shall be filed with Travis Lingenfelter, the Executive Director of Mohave, and shall be resolved in accordance with Arizona Procurement rules and code, ARS, Title 41, Chapter 23, Article 9 and State Board Rules R7-2-1001 through R7-2-1195. *A protest must be in writing and must be filed with the Executive Director of Mohave at 625 E. Beale Street, Kingman, Arizona, 86401.* A protest of a solicitation must be filed with the Executive Director before the solicitation due date and time. A protest of a proposed award or awards must be filed within ten (10) days after the protester knows or should have known the basis of the protest, whichever is earlier. A protest filed on the tenth day must be received by 5:00 pm, local time.

A protest must include:

- The name, address and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by contract number;
- A detailed statement of the legal and factual grounds of protest including copies of any relevant documents; and
- The form of relief requested.

Should Mohave prevail in an appeal of a decision issued by the Executive Director, appellant waives any objection to the hearing officer awarding Mohave its reasonable attorneys fees and costs.

19. RIGHT TO ASSURANCE

Whenever one party to the contract has a good faith reason to question the other party's intent to perform, he may demand that the other party give written assurance of its intent to perform. If a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory breach of the contract.

20. SAFETY STANDARDS

Items supplied under the contract shall comply with applicable Occupational Safety & Health Standards of the Arizona Industrial Commission, National Electric Code, and National Fire Protection Association Standards.

21. SHIPPING

21.1. Shipping terms/transfer of title: Shipments shall be F.O.B. destination. Title and risk of loss of material shall not pass to Member until Member receives the material at delivery point, unless otherwise provided in the contract.

21.2. Shipment under reservation: Contract vendor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

21.3. Shipping charges: Prices that include shipping to any location in Arizona, delivered to the specific receiving point identified in the purchase order, are preferred. If shipping is charged, it may be done so as a percentage of purchase price (if bidder agrees that Member shall not be charged more than the actual invoiced amount for shipping) or as prepaid (actual cost added to the invoice). It is the Members' responsibility to confirm shipping charges under the contract.

21.4. Shipping errors/risk of transportation: Shipping errors will be at contract vendor's expense. If contract vendor ships a product that was not ordered, contract vendor shall pay for return shipment at the convenience of Member. All risk of transportation and all related charges shall be contract vendor's responsibility. Contract vendor shall file all claims for visible or concealed damage. Member will notify contract vendor promptly of any damaged goods and shall assist contract vendor in arranging for inspection.

22. SUSPENSION OR DEBARMENT STATUS

Bidder shall include a letter in its bid notifying Mohave of any debarment, suspension or other lawful action taken by any federal, state or local government within the last five years that precludes bidder or its employees from participating in any public procurement activity. Such letter shall provide name and address of the public procurement unit, effective date, duration, and relevant circumstances of the suspension or debarment. Failure to supply such letter or not disclose all pertinent information shall result in cancellation of any contract.

23. TAXES

23.1. Federal excise tax: Most Members are exempt from paying Federal Excise Tax.

23.2. Indian reservation or tribal tax: If goods are subject to Indian reservation or tribal tax, contract vendor shall include such taxes as a separate item on the original invoice to the Member.

23.3. Payment of taxes: Member is responsible for payment for all taxes listed on the invoice. Contract vendor is responsible for collecting such taxes and shall forward all taxes to the proper revenue office.

23.4. Pre-tax prices: Prices shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by Member issuing the purchase order.

23.5. Property taxes: Arizona public agencies do not pay state property taxes. (Arizona Constitution, Article 9, Section 2)

23.6. Transaction Privilege Tax (Sales Tax): Most Members are taxable. Transaction privilege taxes in Arizona include State, County and City taxes. The tax status of the ordering Member determines if and when transaction privilege taxes are to be applied. Documentation for Members who do not pay Transaction privilege tax is available upon request from Member. Contract vendor is responsible for charging taxes correctly.

General Terms and Conditions Acceptance Form

Place after Tab 1c

Signature on Page 37 certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms:

- We take no exceptions/deviations to the general terms and conditions.**

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- We take the following exceptions/deviations to the General Terms and Conditions. All exceptions/deviations shall be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the General Terms and Conditions. Provide details on your exceptions/deviations below:**

(Note: All requested exceptions/deviations must be clearly explained. Reference the specific terms and conditions that you are taking exceptions/deviations to, detail any proposed substitute terms and conditions, and clearly demonstrate how Mohave and its membership will be better served by the substituted terms and conditions. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.)

Scope of Work

Place after Tab 1e

1 BACKGROUND INFORMATION

In order to gain economies of scale, Mohave is formally soliciting statewide sources of vehicle lubricants with the intent to award one or more competitively solicited contracts, in whole or in part, for an initial one (1) year term and four (4) one-year extension options, to a Bidder or Bidders to supply Mohave's statewide membership with vehicle lubricants, as specified within this Invitation for Bid.

2 DESCRIPTION

Mohave seeks statewide sources for vehicle lubricants that meet or exceed the specifications set forth within this formal solicitation.

The scope of work and minimum specifications define the quality and characteristics of the desired materials and application. They are based upon specifications for known acceptable manufacturers, materials and/or brands of Castrol, Chevron, Kendall, Pennzoil, Shell, Smitty's, Texaco, and Valvoline including but not limited to: vehicle lubricants, and/or equal quality products. Specifications are not intended to be exclusive or restrictive. Bidders may offer alternate solutions, including alternate manufacturers, which meet the quality and performance characteristics in the specifications. Mohave shall review such bids and be the final judge on the acceptance of any alternate solutions.

3 ESTIMATED TIMELINE OF EVENTS

Mohave has developed the following estimated timeline of events related to this formal solicitation. All dates are subject to change as required and at the sole discretion of Mohave.

EVENT	ESTIMATED DATE
Invitation for Bids Issued	April 19, 2013
Deadline for Questions	May 10, 2013 at 3:00 PM
Pre-Bid Conference Held	April 29, 2013 at 10:00 AM (Local Time) Teleconferenced Pre-Bid conference will be held utilizing <i>WebEx</i> telephone conferencing. Please contact Mohave for reservation details.
Published IFB Due Date & Time	May 17, 2013 at 3:00 PM (Local Time) 211 N. 7th Street, Kingman, AZ 86401
Public Opening of Bids	May 17, 2013 at 3:00 PM (Local Time)
Notice of Intent to Award (<i>estimated date only</i>)	May 24, 2013
Execution of Contract(s) (<i>estimated date only</i>)	May 29, 2013

4 SUBMISSION OF BIDS

- 4.1 Bids should provide straightforward, concise information that satisfies the requirements. Expensive bindings, color displays, etc., are not desired or deemed necessary. Emphasis should be placed on conformity to the specifications and terms and conditions, as well as the completeness and clarity of the submittal content.
- 4.2 The Bidder must submit its Bid following information detailed in the *IFB Instructions to Bidder & Checklist*.

5 CONTRACT TYPE

The term contract shall be a percent of discount off manufacturer's price list or catalog with indefinite quantities.

6 AWARD CRITERIA

The award criteria for this solicitation are as follows:

Award(s) shall be made to the lowest responsive and responsible bidder(s) meeting specifications.

Responsive and responsible bidder shall provide the following requirements:

- 1) **Pricing Information:** Discount summary, electronic workbook and/or pricing documents, pricing methodology;
- 2) **Offer and Acceptance, Terms and Conditions, Scope of Work and Specification Documents:** Offer and Acceptance, addenda (if any), acceptance of General & Special Terms and Conditions, Scope of Work, specifications with exceptions/deviations noted;
- 3) **Information:** Complete response to the Method of Approach and Qualification and Experience pages, certificate of insurance, company financials;
- 4) **Primary Contract Documents:** Completed primary contract documents, spill and cleanup information, sample supplemental agreements;
- 5) **Additional Information:** Checklist form, literature and supporting printed data, manufacturer specifications, additional information.

Specifications

Place after Tab 1e

SPECIFICATIONS

Compliance with specifications: The fact that a manufacturer, supplier or bidder chooses not to produce supplies, and/or services to meet the specifications will not be considered sufficient cause to adjudge the specifications as restrictive. Bidders shall offer materials they believe come closest to meeting specifications.

Deviations from specifications: Bidders will respond to each numbered specification by checking the appropriate "Comply" or "Deviate" box. "No Bid" items shall be marked as such in the appropriate "Deviate" box. All requested exceptions/deviations must be clearly explained. Reference the specification that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly demonstrate how Mohave and its membership will be better served by the language. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final. Details for exceptions/deviations will be listed by specification number on the *Scope of Work and Specifications Acceptance Form*.

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

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, Mohave reserves the right to decide whether alternatives to the identified manufacturer and brand are equal to the materials described in the solicitation. Mohave will be the sole judge on the question of equal quality, and Mohave's decision shall be final.

Requirement	Comply	Deviate*
1.1 Product Requirements		
1.1.01 Contract vendor shall maintain a supply of lubricants able to service a diverse fleet of vehicles. Vehicle types may include, but not be limited to: aircraft; all terrain vehicles (ATV's); buses; heavy equipment; heavy, medium, and light-duty trucks; marine; motorcycles; passenger cars and vans.		x
1.1.02 Lubricants may include, but not be limited to: engine lubricants, transmission lubricants, grease (high temp, moly, white, etc.), differential lubricants, transfer case lubricants, chain drive lubricants, antifreeze coolants, oil additives, and hydraulic fluids.	x	
1.1.03 All products shall be approved for year round use under all load conditions common to normal fleet/vehicle operations.	x	
1.1.04 All products shall be guaranteed against any adverse affect on the original factory engine warranty.	x	
1.1.05 All products shall meet or exceed the equipment manufacturer's specifications, American Petroleum Institute (API) Service Requirements (latest revision), and shall meet all requirements for manufacturers new car warranties as outlined by the manufacturers in each corresponding manual. Bidders must enclose proof of API certification on new and re-refined products being offered in the bid package. Certificates shall be included after Tab 5c.	x	
1.1.06 Synthetic products shall meet or exceed the specifications set by all vehicle manufacturers.	x	

1.2 Delivery and Packaging Requirements			
1.2.01	All drums delivered shall be in satisfactory condition with minimal dents, rust, and be free of any contamination. Unsatisfactory drums shall be rejected upon delivery with replacement required within 24 hours at no additional charge to the Member.	x	
1.2.02	All drums shall include labeling that clearly identifies the contents. Labels shall communicate the risks of hazardous materials in transport and storage, as required by federal, state, and local laws.	x	
1.2.03	Contractor shall be required to pick up any number of empty drums upon delivery of orders. The Member shall not be charged a drum deposit fee if delivery driver is unable to pick up the empty drums at the time of delivery of orders. When delivery is made by common carrier, the contract vendor shall be responsible for scheduling at a minimum of every four (4) weeks/ and final a pickup of all empty drums within seven (7) days of expiration of contract.	x	
1.2.04	Vendor shall notify Member of delivery schedule to allow sufficient time for Member to have empty drums ready for pick-up.	x	
1.2.05	All pallets shall be non-deposit and returnable to the contract vendor with the pick-up of empty drums.	x	
1.2.06	Contract vendor shall be capable of delivering product in bulk, quart, gallons, and drums.	x	
1.2.07	The contract vendor shall be responsible for cleanup of all spills incurred during delivery and unloading at Member site, in accordance with federal, state, and local environmental laws and ordinances. Member shall be notified immediately of any spill occurring on Member site and/or property. Any cleanup required shall be coordinated with Member.	x	
1.2.08	Current Material Safety Data Sheets (MSDS) shall be provided to Member for each type of product at the time of delivery.	x	

***Exceptions/deviations must be listed on the *Scope of Work and Specifications Acceptance Form*. List the specification number for each exception/deviation.**

Scope of Work and Specifications Acceptance Form

Place after Tab 1e

Signature on page 37 certifies complete acceptance of the Scope of Work and Specifications in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Scope of Work and Specifications:

- We take no exceptions/deviations to the Scope of Work and Specifications.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- We take the following exceptions/deviations to the Scope of Work and Specifications. All exceptions/deviations shall be clearly explained. Reference the corresponding Scope of Work or Specifications that you are taking exceptions/deviations to. Provide details on your exceptions/deviations below:

(Note: All requested exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly demonstrate how Mohave and its membership will be better served by the substituted language. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.)

The following vehicle types are not supported with this submission:

Aircraft; all-terrain vehicles (ATV's); marine & motorcycles

These vehicles require specific lubricants which are not part of the core product listing and not readily available within the North American Lubricants catalog. North American Lubricants can source these products provided the member organization submits both the specific equipment information and lubricant specification required to properly maintain said equipment. Lead time on these products may exceed those offered on Core and Non-Core products.

Evaluation Requirements – Method of Approach

Place after Tab 2a

Bidder shall respond to each item below. The information will be used to assist Mohave in evaluating the method of approach that a Bidder would take regarding specific issues under an awarded contract. Do not use "boilerplate" answers for the questions. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your bid being considered nonresponsive.

1. Prepare an Executive Summary that provides a short narrative description of what you are offering for this contract.
2. Bidder shall provide a project plan that describes how the Bidder intends to implement the plan to Mohave and its Members. This information will include, but not be limited to:
 - Account team structure and role which includes but is not limited to description of sales contact process, account team support, and periodic account review processes;
 - Communication process with Mohave and its Members;
 - Training (initial and ongoing);
 - Delivery time to Members; and
 - Any other value-added services that may benefit Members.
3. Indicate how you will ensure your sales staff does not sell products to Members that are not on contract or will not meet the public need. Is there "added value" received by the customer when purchasing through you rather than a competitor, or is your major benefit price alone?

Indicate if your bid is regional or statewide: Regional _____ Statewide X

If regional, indicate the counties in Arizona you will provide delivery of products at the prices specified in the bid.

Apache _____

Mohave _____

Cochise _____

Navajo _____

Coconino _____

Pima _____

Gila _____

Pinal _____

Graham _____

Santa Cruz _____

Greenlee _____

Yavapai _____

La Paz _____

Yuma _____

Maricopa _____

Do you offer Will Call or Customer Pickup services? Yes. If yes, provide the addresses for each of the servicing locations below:

1) MSC Distributing 3939 W. Washington St, Phoenix, AZ 85009

2) MSC Distributing 5315 E. Empire Flagstaff AZ 86004

3) _____

4) _____

Are there any limitations to the types of Members that you will provide services to? If so, indicate what those limitations are.

No

Provide a delivery schedule for the areas/counties you provide products:

- Apache County – 7-10 days
- Cochise County – 7-10 Days
- Coconino County – 7-10 days
- Yuma County – 7-10 days
- Mohave County - 7-10 days
- La Paz County – 7-10 days
- Navajo County – 7-10 days
- Graham County – 7-10 days
- Greenlee County – 7-10 days
- Cochise County – 7-10 days
- Santa Cruz County 3-5 days
- Yavapai County – 3-5 days
- Gila County – 3-5 days
- Maricopa - 3-5 days
- Pinal County – 3-5 days
- Pima County – 3-5 days

Evaluation Requirements – Qualifications and Experience

Place after Tab 2a (except as noted below)

Bidder shall respond to each item below. The information will be used to assist Mohave in evaluating the qualifications and experience of the Bidder. Do not use "boilerplate" answers for the questions. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your bid being considered nonresponsive.

1. Write a *brief* history of your company that includes length of time in business and your firm's philosophy of doing business. If bidder has recently purchased an established business or has proof of prior success in this business or a closely related business, please provide written verification.
2. Provide the address for your company's headquarters. Provide addresses for any branch offices in Arizona. Indicate how long your company has provided the services/products you are proposing. Provide names, titles, qualifications and experiences of the key people who will support this contract.
3. Provide a current letter from your financial institution indicating the range of credit available to your firm, (i.e., "credit in the low nine figures" or "credit line exceeding five figures.") Provide a current letter from your financial institution and/or officers of major suppliers, indicating confidence in your firm's stability and payment history. *These letters will only be used to evaluate bids and will not be made available to the public.*

Bidders may submit current audited annual financial reports in lieu of letters from financial institutions. However, the annual financial reports must provide essentially the same information as requested from the letters. Bidders are encouraged to highlight the requested information in any audited annual financial report submitted in response to this solicitation. All financial information will be kept confidential. **Place after Tab 2c.**

4. Indicate if the products offered in the bid meet applicable industry standards. List applicable awards and/or standards.
5. Indicate if your firm would qualify as a minority owned business. To qualify for ownership as a minority owned business, at least 51% of the firm's ownership must be held by a person or persons of a particular group (e.g., Woman owned, Hispanic owned, Native American owned, etc). Proof of ownership is evidenced by the transaction privilege tax license or business privilege license for sole proprietorship; business privilege license **and** written partnership agreement for partnerships; or the Articles of Incorporation, Corporate By-laws **and** stock certificates for corporations. *NOTE: This information is used for reporting purposes only and is not a factor in evaluation.*
6. Include information regarding your authorization to submit a bid for the specified materials and that you can provide the materials if awarded a contract. Indicate if you are a bona fide dealer for the materials in the bid or if you are a manufacturer of the products in the bid.
7. Provide a letter of reference from three (3) different Arizona public agencies where products have been sold in the past five (5) years, for specific goods/services related to this solicitation. If you cannot provide three (3) Arizona public agency letters of reference, provide other public agency references. Include the reference letters in your response. Reference letters sent directly to Mohave on your behalf cannot be accepted. The letters of reference should provide the following information:
 - Organization's name and location
 - Organization's representative and contact information (phone and email address)
 - A brief description of the work, when and where the work was performed
 - Any specific issues that may be pertinent regarding the work performed
 - Letters shall be properly dated, signed and on organization's letterhead

North American Lubricants

Executive Summary

Corporate Overview:

North American Lubricants (NAL) serves customers in over 44 states through a national distribution network, manufacturing assets in Louisiana, Florida, and Southern California with plans to open a new facility in Casa Grande, Arizona in 2014. NAL's management team has over a century of combined experience in the lubricant industry.

For over a decade, we have maintained the pace as one of the fastest growing lubricant brands in the U.S. Our corporate philosophy is simple; understand the current and future needs of the customers we serve, produce only the highest quality products, control marketing and overhead costs and pass on the benefits to customers nationwide.

PureGreen Introduction:

After nearly 3 years of product development, market research and supply negotiations, NAL introduced its PureGreen product line in late 2008. Our product line includes a full slate of automotive and heavy-duty engine oils, hydraulic oils and transmission fluid.

PureGreen is the lubricant of choice for many private, state, and local municipalities along with federal fleets like the U.S. Postal Service nationwide.

NAL established a national supply network for select re-refined base stocks. Multiple supply points enable NAL to maintain consistent product availability during potential supply interruptions, minimize freight costs to regional manufacturing plants, control raw material costs and ensure we source only the highest quality products.

Environmental Benefits:

Formulated with high-quality base stocks refined from collected used oil, PureGreen delivers the unique combination of ultimate lubricant performance and environmental responsibility. Used oil does not go bad, it simply gets dirty.

Through a state-of-the-art process, re-refined base stocks display equal or improved properties when compared to conventionally produced product. Due to new technology, twice refining the product and the fact that almost 15% of collected used oil is synthetic, a large percentage of the re-refined base stock we source have synthetic performance characteristics.

By choosing PureGreen Lubricants, tangible environmental benefits are created, including: conserving irreplaceable petroleum resources, reduced air pollution from the reduction of used oil "burned"; less reliance on foreign crude oil, consumes up to 80% less energy in production, supports domestic economies through regional collection, manufacturing and delivery and promotes the proper collection of used oil.

NAL also established a strategic partnership with multiple used oil collection providers to offer a "closed-loop" system. Our partners collect nearly 50 million gallons of used oil annually and cover more than 75% of the U.S.

- Premium Product Quality
- National Account Program
- Vendor Consolidation
- Eco-Friendly Products
- Established US Distribution
- National Quality Controls
- Full Product Warranty
- Technical Support
- On-line Ordering
- On-line Account Data
- Consistent National Pricing
- Customer Service Focus



PureGreen
100% Recycled Performance



**NORTH AMERICAN
LUBRICANTS, CO.**



Product Quality Second to None

Corporate Partnership in "Sustainability":

Many of the sustainability programs and initiatives our customers seek to implement make a partnership in lubricant purchasing with North American Lubricants a natural fit.

The initiatives by many eco-friendly organizations to reduce the negative environmental impact through the use of Solar and Wind power along with promoting the use of CFL's and energy efficient appliances makes a partnership with North American Lubricants for a "Green" oil a perfect addition to customer looking to improve conservation strategy. Using PureGreen motor oil also makes our customers a partner in an oil refining process that produces 30% less greenhouse gas than conventional refining processes.

The use of PureGreen will not only provide customers another measurable way to reduce the adverse impact on the environment, but also supports the local US economy while reducing reliance on foreign oil.

A partnership with North American Lubricants provides a unique opportunity to deliver sustainable environmental benefits through lubricant purchasing.

Product Quality:

North American Lubricant's products are second to none. All our products exceed API, ILSAC and OEM performance requirements. Our PureGreen line is no exception.

PureGreen HD engine oils meet and exceed all engine manufacturer requirement CJ-4, including; Cummins, Detroit Diesel, Caterpillar, Volvo & Mack. Our PureGreen automotive motor oils meet stringent approvals for the latest API specification SN and ILSAC performance standard GF-5 and are approved by General Motors for factory fill.

NAL maintains strict standards with a national quality control program. Our manufacturing plants contain an on-site laboratory and have over \$300,000 in equipment. Each gallon produced is batch tested in the lab and approved. A retain from each product on every outbound shipment is again sampled and tested. An approved Certificate of Analysis is then shipped with each load to our distributors around the nation.

Our product quality is also backed by a Full Product Warranty.

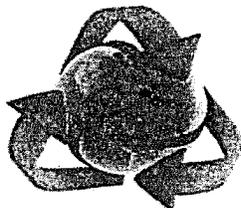
NATIONAL ACCOUNTS

Through our National Account Program, Michave members will benefit by uniform national pricing, reduced burden on AP department and our online account management system.

NAL's online management system gives our national customers 24/7 access to account history, purchase history, open orders and pending invoices. Orders can also be placed online and a pre-approved order template can be developed, limiting the national product mix and maximizing purchasing.

Access to online information is password protected. NAL's staff is dedicated to ongoing technical support, customer service and billing inquiries.

Our National Account Program delivers direct economic support, efficiencies and economies of scale to provide a unique and valuable supply system to our customers.



North American Lubricants, Co.
7337 East Doubletree Ranch Road
Scottsdale, AZ 85258
800.430.6252
480.624.5890 fax
www.nalube.com



Method of Approach

National Account Team Structure:

- National Accounts Sales Team – Arizona
 - Paul Pfauser – National Accounts Manager
 - ppfauser@nalube.com
 - 480-624-5810 - direct
 - 480-619-9053 - cell
 - Brian Brownlee – National Accounts Representative – Commercial Fleets
 - bbrownlee@nalube.com
 - 480-624-5809 – direct
 - 623-986-1521 – cell
 - 480-624-5890 – fax
 - Scott Shields – National Account Representative – Installer Market
 - sshields@nalube.com
 - 480-624-5827 – direct
 - 480-438-6646 – cell
 - 480-624-5890 – fax
 - Anthony Williams – National Account Representative – Installer Market
 - awilliams@nalube.com
 - 480-624-5839 - direct
 - 480-823-8200 – cell
 - 480-624-5890 – fax

Communication:

The aforementioned National Account Team will contact each Mohave member within 5 business days to announce our partnership with Mohave and perform discovery on each member to identify product needs, equipment resources, volumes, delivery schedules and ancillary requirements. From these calls, a site visit may be required to review complex locations and notate specifics to ensure proper and safe delivery of all products.



NORTH AMERICAN LUBRICANTS

Training:

Each Mohave member may require product training. The North American Lubricants National Account Team Members will provide tailored product training for Mohave members including non-core products at the member's request. NAL will utilize a Microsoft PowerPoint presentation for all training topics as well as provide attendance sheets which will be left with the customer to document those who received training. A complimentary electronic copy of the PowerPoint training will be provided to the members via email for members for their staff to use in training employee/staff that were absent or new-hires.

Delivery Schedules:

Typical delivery schedules are 3-5 business days however remote areas may require as many as 7-10 days depending on location. Orders placed on or during holidays will be delivered in accordance with the typical delivery schedule for that location from the next non-holiday date.

Value-Added Services:

North American Lubricants will, at the request of the customer, offer Oil Analysis testing for a fee. NAL employees can provide training on proper oil analysis techniques as well as on how to properly complete the chain of custody ensuring Mohave members receive accurate, detailed analysis to aid in maintaining their fleet.

North American Staff have 100+ years of lubricant experience and will be available to support technical questions of Mohave members.

Electronic copies of all Product Data Sheets as well as Material Safety Data Sheets will be available through NAL's extensive online data base ensuring all members have access to the most current copies at all times.

North American Lubricants will from time to time forward via email all Mohave members Technical Service Bulletins (TSB) which may impact operation or maintenance of vehicles within the membership's fleet.

Each member will be offered an online ordering portal which will be login and password protected to prevent unauthorized use or ordering of products.



NORTH AMERICAN LUBRICANTS

Qualifications and Experience:

North American Lubricants is headquartered in Scottsdale, AZ at 7337 East Doubletree Ranch Rd, Scottsdale, AZ 85258 and is not considered a minority owned business. North American Lubricants is a manufacturer of bulk heavy and light-duty lubricants, ancillary products as well as performance chemicals.

Key Staff Members:

Todd Peterson - President - 5 years

Aaron Read - Distributor Sales Manager - 10 years.

Kyle Read - Distributor Sales - 12 years

Paul Pfauter - National Account Manager - 30 years

Mark Wolf - Distributor Sales - 26 years

Brian Brownlee - National Account Representative - 19 years

Scott Shields - National Account Representative - 5 years

Anthony Williams - National Account Representative - 1 year

North American Lubricants, Co. was founded in 1999 by a small group of investors, who are also lubricant purchasers, who were concerned about trends in the petroleum industry and their decrease in profit. North American Lubricants serves the following business:

Quick Lube Installers General Automotive Repair Centers Auto Dealerships

Government Municipalities Commercial Fleets United States Postal Service

Commercial/Manufacturing Facilities

The North American Lubricants products are licensed by the American Petroleum Institute (API) and meet or exceed OEM performance specifications. A full list of licensed products can be found on the API website at <http://eolcs.api.org/licenseAgreementService.aspx?id=2049>



References

Letters of Reference were unavailable at the time of submission. The contacts below are being offered as references.

Caltrans

Joe Ricci - Equipment Shop Supervisor

6010 Monterey

San Jose, CA 95138

(408) 360-8317

State of Texas

Dana L Edwards Ctpm Ctcn

PO box 13186

Austin, TX 78711-3186

(512) 463-2563

City of Casa Grande, AZ

David Standridge

3181 N. Lear Avenue

Casa Grande, AZ 85122

520-421-8615 - Office

Place after Tab 3b

Firm-Fixed Pricing Methodology Description

- Our pricing methodology is percentage off catalog price.
- Our pricing methodology is percentage off published MSRP.
- Our pricing methodology is a combination of percentage off catalog price and published MSRP.

Provide a description as to how your pricing will be managed under an awarded contract. Outline any contingencies for economic adjustments. (See **Basis for Pricing** in the Special Terms and Conditions.)

Pricing is based as a percentage off catalog pricing. Members choosing to take advantage of Mohave pricing will have an online portal established with all published rates visible and available through the online portal. A unique password and login protocol will be provided to the member ensuring only authorized access for placing orders. The NAL order desk will review orders against the online pricing to ensure accuracy. In the event of a market shift in the cost of raw materials resulting in a price increase or decrease, a letter will be sent to those members in our system as well as Mohave outlining the change in cost by product and the effective date of said change.

Provide a description as to how your volume discounts (if offered) will be managed under an awarded contract.

N/A

Other than drum deposit fees and sales taxes, detail any other mandatory Federal, State, or Local charges that may be included on the Member's invoice for the products offered in your bid. Include the rates, amounts, and/or methodology for determining these charges:

Any applicable taxes will be applied to the member's invoice. Pricing presented in this solicitation is considered delivered. There are no other fees except as outlined for minimum orders and restocking fees in Summary sections 1-3 of the pricing workbook.

7. Contacts for Mohave:

Main Mohave representative contact: Brian Brownlee

(Shall be the main point of contact for Members and be responsible for Member information requests.)

Title National Account Representative Email address bbrownlee@nalube.com

Phone number 480-624-5809 Fax 480-624-5890

Contract Administrator contact: Brian Brownlee

(Shall be the main point of contact for Mohave procurement/contract specialists. Shall be responsible for handling information requests from the Mohave specialists.)

Title National Account Representative Email address bbrownlee@nalube.com

Phone number 480-624-5809 Fax 480-624-5890

Accounting contact: Stacy Janowicz

(Shall be the main point of contact for Mohave accounting specialists.)

Title Credit Review, A/P & A/R Coordinator Email address sjanowicz@nalube.com

Phone number 480-624-5808 Fax 480-624-5890

Open Order Report/Status Report contact: Betty Mejia

(Shall be the main point of contact regarding open orders.)

Title Customer Service Email address bmejia@nalube.com

Phone number 480-624-5815 Fax 480-624-5890

Audit contact: Stacy Janowicz

(Shall be the main point of contact for Mohave accounting specialists.)

Title Credit Review, A/P & A/R Coordinator Email address sjanowicz@nalube.com

Phone number 480-624-5808 Fax 480-624-5890

Reconciliation contact: Betty Mejia

(Shall be the main point of contact for the reconciliation report.)

Title Customer Service Email address bmejia@nalube.com

Phone number 480-624-5815 Fax 480-624-5890

Escalation contact: Paul Pfauter

(Shall be the main point of contact when an issue needs to be escalated above the main contact for the Bid/contract. This contact shall be a different individual than those named for the contacts listed above.)

Title National Accounts Manager Email address Ppfauter@nalube.com

Phone number 480-624-5810 Fax 480-624-5890

8. **Payment remittance address 7337 East Doubletree Ranch Road**

Attn: Accounts Receivable

City Scottsdale

State AZ

ZIP 85258

Telephone (invoice questions) 480-624-5808

FAX 480-624-5890

Place after Tab 4a

Per requirement 1.2.07, provide the requested customer support information for spill or cleanup services in the event of an emergency.

Spill/Cleanup contact (business hours):

Name CHEMTREC

Contact hours 24/7/365 access

Title Emergency Service Specialist Email address N/A

Phone number (800) 424-9300 Fax _____

Spill/Cleanup contact (after hours, weekends, holidays):

Name CHEMTREC

Contact hours 24/7/365 access

Title Emergency Service Specialist Email address N/A

Phone number (800) 424-9300 Fax _____

Include information regarding the response time and how spill and cleanup services are provided.

Response times will vary dependent upon the spill site however traditional response times for Arizona
Are 5-7 hours. Upon arrival, the spill response team will assess the situation and use the appropriate,
Mechanical agitation, Surfactants, oil absorbent pads, clay adsorbents and vacuum devices to remediate
petroleum based products from asphalt or concrete. If the spill should reach vegetation or water ways,
additional resources may be required to properly address the spill.

Place after Tab 4b

Will Members be required to sign any supplemental end-user agreements (sales, credit accounts, etc.)?

Yes No

If yes, review/revise your agreement(s) for any terms that conflict with the Mohave terms and conditions. In addition, review for the following common issues:

Acceptable agreements **shall** include:

- Non-appropriations clause;
- Contract or agreement must be governed by the laws of the State of Arizona;
- Net payment is thirty (30) days.

Agreements **shall not** include:

- Terms beyond one year;
- Waiver of right for a jury trial;
- Requirement of upfront payment by Member when purchase order is placed;
- Entire agreement language;
- Auto-renewal language.

Attach your reviewed/revise agreement(s). **Unacceptable agreement(s) may render your bid nonresponsive.**

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MOHAVE EDUCATIONAL SERVICES COOPERATIVE,
CONTRACT NO. 13I-NAL-0701**

EXHIBIT B
Award and Rate Sheet



NOTIFICATION OF AWARD LETTER

June 28, 2013

Sent this day via email to bbrownlee@nalube.com

Brian Brownlee
National Accounts
North American Lubricants
7337 East Doubletree Ranch Rd
Scottsdale, AZ 85258

June 28, 2013

X
Congratulations, North American Lubricants' response has been awarded a contract under IFB 13I-0517. Attached is a copy of the contract signature page. Important notes and action items regarding the award are listed on the following pages. **Some action items contain important deadlines noted in bold font. Be sure to meet the requests and/or requirements on or before the deadlines noted.**

Your organization is bound by the terms of this contract: **only items specifically requested in this solicitation and awarded in your response to this solicitation will be authorized/allowed.**

Advise your Mohave customers to make purchase orders out to North American Lubricants. In the event you receive a purchase order from a Member that does not contain the "MESC REVIEWED" stamp, it should be faxed to (928-718-3232), or emailed (orders@mesc.org) to Mohave for review.

Do not perform any work or provide any products until you receive a "MESC Reviewed" purchase order.

We highly recommend having your staff review our vendor information pages at (www.mesc.org/about-us/board-of-trustees-2/faqs-vendors) to learn more about working with Mohave. Especially helpful is the Vendor Handbook.

Please check all the entries on the contract record attached. You may make additions or revisions to the description (40 words or less), contact persons, etc. Email back any changes as soon as possible to michael@mesc.org.

Your contract number is 13I-NAL-0701 and will take effect on July 1, 2013.

If you have any questions regarding your new contract, please call me at (928) 718-3222. We look forward to working with you and your company in the future.

Michael Carter, CPPB
Contracts Specialist I



NORTH AMERICAN LUBRICANTS

Customer:	Mohave Solicitation 13i - Catalog Pricing
Salesperson:	Paul Pfauter ppfauter@nalube.com 480-624-5810
Effective Date:	1/26/2015
Counties	Maricopa, Pinal, Pima, Gila and Santa Cruz

Product Code	Product Description	Member	UOM
1010171010	PURATECH Supreme 10W30	\$ 6.88	GAL
1010171030	PURATECH Supreme 10W30 Drum	\$ 7.46	GAL
1210141010	PURATECH SYN-Blend 5W30	\$ 6.97	GAL
1210141030	PURATECH SYN-Blend 5W30 Drum	\$ 7.54	GAL
1210131010	PURATECH SYN-Blend 5W20	\$ 6.97	GAL
1210131030	PURATECH SYN-Blend 5W20 Drum	\$ 7.54	GAL
1316171010	PureSYN 10W30	\$ 10.07	GAL
1316171030	PureSYN 10W30 Drum	\$ 10.94	GAL
1316171072	PureSYN 10W30 6X1Q Case	\$ 12.37	GAL
1313141010	PureSYN 5W30 dexos1	\$ 10.29	GAL
1313141030	PureSYN 5W30 dexos1 Drum	\$ 11.15	GAL
1313141072	PureSYN 5W30 Dexos 6X1Q Case	\$ 12.59	GAL
1313131010	PureSYN 5W20	\$ 10.16	GAL
1313131030	PureSYN 5W20 Drum	\$ 11.03	GAL
1313131072	PureSYN 5W20 6X1Q Case	\$ 12.47	GAL
1313101010	PureSYN 0W20	\$ 10.29	GAL
1313101030	PureSYN 0W20 Drum	\$ 11.15	GAL
1313101072	PureSYN 0W20 6X1Q Case	\$ 12.59	GAL
1510171010	PURATECH Hi-Mile 10W30	\$ 8.44	GAL
1510171030	PURATECH Hi-Mile 10W30 Drum	\$ 9.29	GAL
1510141010	PURATECH Hi-Mile 5W30	\$ 8.63	GAL
1510141030	PURATECH Hi-Mile 5W30 Drum	\$ 9.49	GAL
1610512010	PURATECH Sure-Shift ATF DIII/M	\$ 7.47	GAL
1610512030	PURATECH Sure-Shift ATF DIII/M Drum	\$ 8.04	GAL
1610512110	PURATECH Multi-Vehicle ATF	\$ 10.52	GAL
1610512130	PURATECH Multi-Vehicle ATF Drum	\$ 11.37	GAL
1313512210	PureSYN Universal ATF	\$ 14.44	GAL
1313512230	PureSYN Universal ATF Drum	\$ 15.03	GAL
1313512272	PureSYN Universal ATF 6X1Q Case	\$ 14.78	GAL
1313383610	PureSYN Trans 50	\$ 14.62	GAL
1313383630	PureSYN Trans 50 Drum	\$ 15.49	GAL
1313383651	PureSYN Trans 50 Pail	\$ 2.31	LB
1313512372	PureSYN Dexron VI 6X1Q Case	\$ 14.92	GAL
1313511010	PureSYN HD ATF (TES 295)	\$ 14.34	GAL
1313511030	PureSYN HD ATF Drum	\$ 14.93	GAL
1313511050	PureSYN HD ATF Pail	\$ 15.39	GAL
1411191310	PURAMAX CleanFleet 15W40 CJ-4	\$ 7.40	GAL

Product Code	Product Description	Member	UOM
1411191330	PURAMAX CleanFleet 15W40 CJ-4 Drum	\$ 7.98	GAL
1411191351	PURAMAX CleanFleet 15W40 CJ-4 Pail	\$ 11.24	GAL
1011171310	PURAMAX CleanFleet 10W30 CJ-4	\$ 9.70	GAL
1313191310	PureSYN HD 15W40 CJ-4	\$ 10.79	GAL
2111303210	PURAMAX Fleet Hydraulic 10	\$ 7.42	GAL
2111303230	PURAMAX Fleet 10 Drum	\$ 8.00	GAL
2111343210	PURAMAX Fleet 30	\$ 8.02	GAL
2111343230	PURAMAX Fleet 30 Drum	\$ 8.59	GAL
2111363210	PURAMAX Fleet 40	\$ 8.26	GAL
2111383250	PURAMAX Fleet 50 Drum	\$ 8.91	GAL
2111361610	PURAMAX RREO 40 13TBN	\$ 9.46	GAL
2111361710	PURAMAX RREO 40 17TBN	\$ 10.05	GAL
2111356010	PURAMAX Hydraulic AW 32	\$ 6.80	GAL
2111356030	PURAMAX Hydraulic AW 32 Drum	\$ 8.12	GAL
2111356050	PURAMAX Hydraulic AW32 Pail	\$ 9.06	GAL
2111376010	PURAMAX Hydraulic AW 46	\$ 6.80	GAL
2111376062	PURAMAX Hydraulic AW 46 3X1G Case	\$ 9.14	GAL
2111376030	PURAMAX Hydraulic AW 46 Drum	\$ 8.12	GAL
2111376050	PURAMAX Hydraulic AW46 Pail	\$ 9.18	GAL
2111396010	PURAMAX Hydraulic AW 68	\$ 6.80	GAL
2111396030	PURAMAX Hydraulic AW 68 Drum	\$ 8.12	GAL
2111396050	PURAMAX Hydraulic AW68 Pail	\$ 9.25	GAL
2111361630	PURAMAX RREO 40 13TBN Drum	\$ 10.31	GAL
2111406010	PURAMAX Hydraulic AW 100	\$ 7.53	GAL
2111353310	PURAMAX R&O 32	\$ 6.82	GAL
2111356210	PURAMAX Premium 5000+ AW 32	\$ 7.53	GAL
2111376210	PURAMAX Premium 5000+ AW 46	\$ 7.67	GAL
2111396210	PURAMAX Premium 5000+ AW 68	\$ 7.74	GAL
2111473010	PURAMAX UTF J20C	\$ 8.08	GAL
2111473030	PURAMAX UTF J20C Drum	\$ 8.98	GAL
2111343410	PURAMAX Non-Detergent 30	\$ 7.31	GAL
2111406410	PURAMAX Rockdrill 100	\$ 9.32	GAL
2111426410	PURAMAX Rockdrill 220	\$ 9.37	GAL
2111306510	PURAMAX TO-4 Fluid 10	\$ 9.01	GAL
2111346510	PURAMAX TO-4 Fluid 30	\$ 9.47	GAL
2111386510	PURAMAX TO-4 Fluid 50	\$ 9.63	GAL
1710265110	PURATECH Good Gear 80W90 LS	\$ 10.82	GAL
1710265130	PURATECH Good Gear 80W90 LS Drum	\$ 11.42	GAL
1710265141	PURATECH Good Gear 80W90 LS Keg	\$ 1.76	LB
1710265151	PURATECH Good Gear 80W90 LS Pail	\$ 1.77	LB
1711281010	PURAMAX Good Gear 85W140	\$ 10.98	GAL
1711281030	PURAMAX Good Gear 85W140 Drum	\$ 11.87	GAL
1711271042	PURAMAX Good Gear 85W140 Keg	\$ 1.91	LB
1711281051	PURAMAX Good Gear 85W140 Pail	\$ 1.80	LB
1313231010	PureSYN 75W90 LS	\$ 16.91	GAL
1313231030	PureSYN 75W90 LS Drum	\$ 17.79	GAL

Product Code	Product Description	Member	UOM
1313231042	PureSYN 75W90 LS Keg	\$ 2.77	LB
1313231051	PureSYN 75W90 LS Pail	\$ 2.65	LB
1313251010	PureSYN 75W140 LS	\$ 23.62	GAL
1313251030	PureSYN 75W140 LS Drum	\$ 24.51	GAL
1313251042	PureSYN 75W140 LS Keg	\$ 3.75	LB
1313251051	PureSYN 75W140 LS Pail	\$ 3.60	LB
1313271030	PureSYN 80W140 Drum	\$ 28.45	GAL
1313271042	PureSYN 80W140 Keg	\$ 5.69	LB
1313271051	PureSYN 80W140 Pail	\$ 5.69	LB
1711415210	PURAMAX Industrial EP 150	\$ 8.73	GAL
1711425210	PURAMAX Industrial EP 220	\$ 8.94	GAL
1711425230	PURAMAX Industrial EP 220 Drum	\$ 9.54	GAL
1810506631	PURATECH MP Lithium Grs#2 Drum	\$ 1.53	LB
1810506641	PURATECH MP Lithium Grs #2 Keg	\$ 1.68	LB
1810506651	PURATECH MP Lithium Grs#2 Pail	\$ 1.65	LB
1810506692	PURATECH MP Lithium Grs#2 Case	\$ 1.94	LB
1710506731	PURATECH Hi-Temp Grease #2 Drum	\$ 1.80	LB
1710506741	PURATECH Hi-Temp Grease #2 Keg	\$ 1.95	LB
1710506751	PURATECH Hi-Temp Grease #2 Pail	\$ 1.91	LB
1710506792	PURATECH Hi-Temp Grease #2 Case	\$ 2.21	LB
2111456310	PURAMAX PureCut Medium	\$ 7.70	GAL
1911617032	PURAMAX Gold Universal AF Drum	\$ 10.25	GAL
1911617072	PURAMAX Gold Universal AF 6X1G Case	\$ 11.25	GAL
1911627010	PURAMAX Gold Universal 50/50 AF	\$ 6.35	GAL
1911627032	PURAMAX Gold Universal 50/50 AF Drum	\$ 6.95	GAL
1911627060	PURAMAX Gold Universal 50/50 AF 6X1GCase	\$ 7.96	GAL
1911617132	PURAMAX Green AF Drum	\$ 10.25	GAL
1911617160	PURAMAX Green AF 6X1G Case	\$ 11.25	GAL
1911627132	PURAMAX Green AF 50/50 Drum	\$ 6.95	GAL
1911627160	PURAMAX Green AF 50/50 6X1G Case	\$ 7.96	GAL
1911617232	PURAMAX Red ELC Drum	\$ 10.25	GAL
1911627210	PURAMAX Red ELC 50/50	\$ 7.25	GAL
1911627232	PURAMAX Red ELC 50/50 Drum	\$ 7.85	GAL
1911627260	PURAMAX Red ELC 50/50 6X1G Case	\$ 8.86	GAL
2010591021	PURATECH DEF Tote - 330G	\$ 3.32	GAL
2010591032	PURATECH DEF Drum	\$ 4.73	GAL
2010591062	PURATECH DEF 3X1 Case	\$ 6.08	GAL
1012171010	PureGreen Supreme 10W30	\$ 6.88	GAL
1012171030	PureGreen Supreme 10W30 Drum	\$ 7.46	GAL
1012171071	PureGreen Supreme 10W30 12X1Q Case	\$ 10.21	GAL
1012141010	PureGreen Supreme 5W30	\$ 6.97	GAL
1012141030	PureGreen Supreme 5W30 Drum	\$ 7.46	GAL
1012141070	PureGreen Supreme 5W30 6X5Q Case	\$ 10.27	GAL
1012141071	PureGreen Supreme 5W30 12X1Q Case	\$ 10.38	GAL
1012131010	PureGreen Supreme 5W20	\$ 6.97	GAL
1012131030	PureGreen Supreme 5W20 Drum	\$ 7.46	GAL

Product Code	Product Description	Member	UOM
1012131071	PureGreen Supreme 5W20 12X1Q Case	\$ 10.30	GAL
1612512010	PureGreen MP ATF DIII/M	\$ 7.47	GAL
1612512030	PureGreen MP ATF DIII/M Drum	\$ 8.04	GAL
1612512071	PureGreen MP ATF DIII/M 12X1Q Case	\$ 10.34	GAL
1112191310	PureGreen Extra-Duty 15W40 CJ-4	\$ 7.40	GAL
1112191330	PureGreen Extra-Duty 15W40 CJ-4 Drum	\$ 7.98	GAL
1112191350	PureGreen Extra-Duty 15W40 CJ-4 Pail	\$ 11.24	GAL
1112191370	PureGreen Extra-Duty 15W40 CJ-4 6X5Q Case	\$ 11.26	GAL
1112191371	PureGreen Extra-Duty 15W40 CJ-4 12X1Q Case	\$ 11.37	GAL
1412191510	PureGreen GEO Plus 15W40	\$ 10.36	GAL
1412191530	PureGreen GEO Plus 15W40 Drum	\$ 11.02	GAL
2112301030	PureGreen Fleet 10 Drum	\$ 8.18	GAL
2112341030	PureGreen Fleet 30 Drum	\$ 8.79	GAL
2112341050	PureGreen Fleet 30 Pail	\$ 10.12	GAL
2112361010	PureGreen Fleet 40	\$ 8.46	GAL
2112361050	PureGreen Fleet 40 Pail	\$ 10.28	GAL
2112381030	PureGreen Fleet 50 Drum	\$ 9.12	GAL
2112356010	PureGreen Hydraulic AW32	\$ 6.80	GAL
2112356030	PureGreen Hydraulic AW32 Drum	\$ 8.12	GAL
2112376010	PureGreen Hydraulic AW46	\$ 6.80	GAL
2112376030	PureGreen Hydraulic AW46 Drum	\$ 8.12	GAL
2112376050	PureGreen Hydraulic AW46 Pail	\$ 9.18	GAL
2112396010	PureGreen Hydraulic AW68	\$ 6.80	GAL
2112396050	PureGreen Hydraulic AW68 Pail	\$ 9.25	GAL
2112473010	PureGreen UTF J20C	\$ 8.41	GAL
2112473030	PureGreen UTF J20C Drum	\$ 8.98	GAL
2112473050	PureGreen UTF J20C Pail	\$ 10.07	GAL
1313191330	PureSYN HD 15W40 CJ-4 Drum	\$ 14.41	GAL
SUS.MPGRS.5014.148	SUPER S EP-2 MOLY GREASE 50/140Z	\$ 2.97	LB
2111371030	Heat Transfer Oil - Grade 46 Drum	\$ 9.59	GAL



NORTH AMERICAN LUBRICANTS

Customer:	Mohave Solicitation 13i - Catalog Pricing		
Salesperson:	Paul Pfauter ppfauter@nalube.com 480-624-5810		
Effective Date:	1/26/2015		
Counties	Mohave, Coconino, Navajo, Apache, Greenlee, Graham, Cochise, La Paz		
Product Code	Product Description	Member	UOM
1010171010	PURATECH Supreme 10W30	\$ 7.26	GAL
1010171030	PURATECH Supreme 10W30 Drum	\$ 7.83	GAL
1210141010	PURATECH SYN-Blend 5W30	\$ 7.34	GAL
1210141030	PURATECH SYN-Blend 5W30 Drum	\$ 7.92	GAL
1210131010	PURATECH SYN-Blend 5W20	\$ 7.34	GAL
1210131030	PURATECH SYN-Blend 5W20 Drum	\$ 7.92	GAL
1316171010	PureSYN 10W30	\$ 10.45	GAL
1316171030	PureSYN 10W30 Drum	\$ 11.33	GAL
1316171072	PureSYN 10W30 6X1Q Case	\$ 12.76	GAL
1313141010	PureSYN 5W30 dexos1	\$ 10.67	GAL
1313141030	PureSYN 5W30 dexos1 Drum	\$ 11.54	GAL
1313141072	PureSYN 5W30 Dexos 6X1Q Case	\$ 12.98	GAL
1313131010	PureSYN 5W20	\$ 10.55	GAL
1313131030	PureSYN 5W20 Drum	\$ 11.41	GAL
1313131072	PureSYN 5W20 6X1Q Case	\$ 12.86	GAL
1313101010	PureSYN 0W20	\$ 10.67	GAL
1313101030	PureSYN 0W20 Drum	\$ 11.54	GAL
1313101072	PureSYN 0W20 6X1Q Case	\$ 12.98	GAL
1510171010	PURATECH Hi-Mile 10W30	\$ 8.82	GAL
1510171030	PURATECH Hi-Mile 10W30 Drum	\$ 9.67	GAL
1510141010	PURATECH Hi-Mile 5W30	\$ 9.01	GAL
1510141030	PURATECH Hi-Mile 5W30 Drum	\$ 9.86	GAL
1610512010	PURATECH Sure-Shift ATF DIII/M	\$ 7.85	GAL
1610512030	PURATECH Sure-Shift ATF DIII/M Drum	\$ 8.42	GAL
1610512110	PURATECH Multi-Vehicle ATF	\$ 10.90	GAL
1610512130	PURATECH Multi-Vehicle ATF Drum	\$ 11.75	GAL
1313512210	PureSYN Universal ATF	\$ 14.83	GAL
1313512230	PureSYN Universal ATF Drum	\$ 15.42	GAL
1313512272	PureSYN Universal ATF 6X1Q Case	\$ 15.17	GAL
1313383610	PureSYN Trans 50	\$ 15.00	GAL
1313383630	PureSYN Trans 50 Drum	\$ 15.88	GAL
1313383651	PureSYN Trans 50 Pail	\$ 2.37	LB
1313512372	PureSYN Dexron VI 6X1Q Case	\$ 15.31	GAL
1313511010	PureSYN HD ATF (TES 295)	\$ 14.73	GAL
1313511030	PureSYN HD ATF Drum	\$ 15.32	GAL
1313511050	PureSYN HD ATF Pail	\$ 15.78	GAL
1411191310	PURAMAX CleanFleet 15W40 CJ-4	\$ 7.78	GAL

Product Code	Product Description	Member	UOM
1411191330	PURAMAX CleanFleet 15W40 CJ-4 Drum	\$ 8.36	GAL
1411191351	PURAMAX CleanFleet 15W40 CJ-4 Pail	\$ 11.62	GAL
1011171310	PURAMAX CleanFleet 10W30 CJ-4	\$ 10.08	GAL
1313191310	PureSYN HD 15W40 CJ-4	\$ 11.18	GAL
2111303210	PURAMAX Fleet Hydraulic 10	\$ 7.80	GAL
2111303230	PURAMAX Fleet 10 Drum	\$ 8.38	GAL
2111343210	PURAMAX Fleet 30	\$ 8.39	GAL
2111343230	PURAMAX Fleet 30 Drum	\$ 8.97	GAL
2111363210	PURAMAX Fleet 40	\$ 8.64	GAL
2111383250	PURAMAX Fleet 50 Drum	\$ 9.29	GAL
2111361610	PURAMAX RREO 40 13TBN	\$ 9.84	GAL
2111361710	PURAMAX RREO 40 17TBN	\$ 10.43	GAL
2111356010	PURAMAX Hydraulic AW 32	\$ 7.18	GAL
2111356030	PURAMAX Hydraulic AW 32 Drum	\$ 8.50	GAL
2111356050	PURAMAX Hydraulic AW32 Pail	\$ 9.44	GAL
2111376010	PURAMAX Hydraulic AW 46	\$ 7.18	GAL
2111376062	PURAMAX Hydraulic AW 46 3X1G Case	\$ 9.52	GAL
2111376030	PURAMAX Hydraulic AW 46 Drum	\$ 8.50	GAL
2111376050	PURAMAX Hydraulic AW46 Pail	\$ 9.55	GAL
2111396010	PURAMAX Hydraulic AW 68	\$ 7.18	GAL
2111396030	PURAMAX Hydraulic AW 68 Drum	\$ 8.50	GAL
2111396050	PURAMAX Hydraulic AW68 Pail	\$ 9.63	GAL
2111361630	PURAMAX RREO 40 13TBN Drum	\$ 10.69	GAL
2111406010	PURAMAX Hydraulic AW 100	\$ 7.90	GAL
2111353310	PURAMAX R&O 32	\$ 7.20	GAL
2111356210	PURAMAX Premium 5000+ AW 32	\$ 7.90	GAL
2111376210	PURAMAX Premium 5000+ AW 46	\$ 8.05	GAL
2111396210	PURAMAX Premium 5000+ AW 68	\$ 8.12	GAL
2111473010	PURAMAX UTF J20C	\$ 8.45	GAL
2111473030	PURAMAX UTF J20C Drum	\$ 9.36	GAL
2111343410	PURAMAX Non-Detergent 30	\$ 7.69	GAL
2111406410	PURAMAX Rockdrill 100	\$ 9.71	GAL
2111426410	PURAMAX Rockdrill 220	\$ 9.76	GAL
2111306510	PURAMAX TO-4 Fluid 10	\$ 9.40	GAL
2111346510	PURAMAX TO-4 Fluid 30	\$ 9.86	GAL
2111386510	PURAMAX TO-4 Fluid 50	\$ 10.01	GAL
1710265110	PURATECH Good Gear 80W90 LS	\$ 11.21	GAL
1710265130	PURATECH Good Gear 80W90 LS Drum	\$ 11.82	GAL
1710265141	PURATECH Good Gear 80W90 LS Keg	\$ 1.81	LB
1710265151	PURATECH Good Gear 80W90 LS Pail	\$ 1.83	LB
1711281010	PURAMAX Good Gear 85W140	\$ 11.38	GAL
1711281030	PURAMAX Good Gear 85W140 Drum	\$ 12.27	GAL
1711271042	PURAMAX Good Gear 85W140 Keg	\$ 1.96	LB
1711281051	PURAMAX Good Gear 85W140 Pail	\$ 1.86	LB

Product Code	Product Description	Member	UOM
1313231010	PureSYN 75W90 LS	\$ 17.31	GAL
1313231030	PureSYN 75W90 LS Drum	\$ 18.19	GAL
1313231042	PureSYN 75W90 LS Keg	\$ 2.83	LB
1313231051	PureSYN 75W90 LS Pail	\$ 2.70	LB
1313251010	PureSYN 75W140 LS	\$ 24.01	GAL
1313251030	PureSYN 75W140 LS Drum	\$ 24.90	GAL
1313251042	PureSYN 75W140 LS Keg	\$ 3.81	LB
1313251051	PureSYN 75W140 LS Pail	\$ 3.66	LB
1313271030	PureSYN 80W140 Drum	\$ 28.85	GAL
1313271042	PureSYN 80W140 Keg	\$ 6.25	LB
1313271051	PureSYN 80W140 Pail	\$ 6.25	LB
1711415210	PURAMAX Industrial EP 150	\$ 9.13	GAL
1711425210	PURAMAX Industrial EP 220	\$ 9.33	GAL
1711425230	PURAMAX Industrial EP 220 Drum	\$ 9.94	GAL
1810506631	PURATECH MP Lithium Grs#2 Drum	\$ 1.59	LB
1810506641	PURATECH MP Lithium Grs #2 Keg	\$ 1.74	LB
1810506651	PURATECH MP Lithium Grs#2 Pail	\$ 1.70	LB
1810506692	PURATECH MP Lithium Grs#2 Case	\$ 1.99	LB
1710506731	PURATECH Hi-Temp Grease #2 Drum	\$ 1.86	LB
1710506741	PURATECH Hi-Temp Grease #2 Keg	\$ 2.01	LB
1710506751	PURATECH Hi-Temp Grease #2 Pail	\$ 1.96	LB
1710506792	PURATECH Hi-Temp Grease #2 Case	\$ 2.26	LB
2111456310	PURAMAX PureCut Medium	\$ 8.09	GAL
1911617032	PURAMAX Gold Universal AF Drum	\$ 10.65	GAL
1911617072	PURAMAX Gold Universal AF 6X1G Case	\$ 11.65	GAL
1911627010	PURAMAX Gold Universal 50/50 AF	\$ 6.75	GAL
1911627032	PURAMAX Gold Universal 50/50 AF Drum	\$ 7.34	GAL
1911627060	PURAMAX Gold Universal 50/50 AF 6X1GCase	\$ 8.35	GAL
1911617132	PURAMAX Green AF Drum	\$ 10.65	GAL
1911617160	PURAMAX Green AF 6X1G Case	\$ 11.65	GAL
1911627132	PURAMAX Green AF 50/50 Drum	\$ 7.34	GAL
1911627160	PURAMAX Green AF 50/50 6X1G Case	\$ 8.35	GAL
1911617232	PURAMAX Red ELC Drum	\$ 10.65	GAL
1911627210	PURAMAX Red ELC 50/50	\$ 7.65	GAL
1911627232	PURAMAX Red ELC 50/50 Drum	\$ 8.24	GAL
1911627260	PURAMAX Red ELC 50/50 6X1G Case	\$ 9.25	GAL
2010591021	PURATECH DEF Tote - 330G	\$ 3.68	GAL
2010591032	PURATECH DEF Drum	\$ 5.08	GAL
2010591062	PURATECH DEF 3X1 Case	\$ 6.48	GAL
1012171010	PureGreen Supreme 10W30	\$ 7.26	GAL
1012171030	PureGreen Supreme 10W30 Drum	\$ 7.83	GAL
1012171071	PureGreen Supreme 10W30 12X1Q Case	\$ 10.59	GAL
1012141010	PureGreen Supreme 5W30	\$ 7.34	GAL
1012141030	PureGreen Supreme 5W30 Drum	\$ 7.83	GAL

Product Code	Product Description	Member	UOM
1012141071	PureGreen Supreme 5W30 12X1Q Case	\$ 10.76	GAL
1012131010	PureGreen Supreme 5W20	\$ 7.34	GAL
1012131030	PureGreen Supreme 5W20 Drum	\$ 7.83	GAL
1012131071	PureGreen Supreme 5W20 12X1Q Case	\$ 10.68	GAL
1612512010	PureGreen MP ATF DIII/M	\$ 7.85	GAL
1612512030	PureGreen MP ATF DIII/M Drum	\$ 8.42	GAL
1612512071	PureGreen MP ATF DIII/M 12X1Q Case	\$ 10.72	GAL
1112191310	PureGreen Extra-Duty 15W40 CJ-4	\$ 7.78	GAL
1112191330	PureGreen Extra-Duty 15W40 CJ-4 Drum	\$ 8.36	GAL
1112191350	PureGreen Extra-Duty 15W40 CJ-4 Pail	\$ 11.62	GAL
1112191371	PureGreen Extra-Duty 15W40 CJ-4 12X1Q Case	\$ 11.75	GAL
1412191510	PureGreen GEO Plus 15W40	\$ 10.74	GAL
1412191530	PureGreen GEO Plus 15W40 Drum	\$ 11.07	GAL
2112301030	PureGreen Fleet 10 Drum	\$ 8.57	GAL
2112341030	PureGreen Fleet 30 Drum	\$ 9.18	GAL
2112341050	PureGreen Fleet 30 Pail	\$ 10.51	GAL
2112361010	PureGreen Fleet 40	\$ 8.84	GAL
2112361050	PureGreen Fleet 40 Pail	\$ 10.67	GAL
2112381030	PureGreen Fleet 50 Drum	\$ 9.50	GAL
2112356010	PureGreen Hydraulic AW32	\$ 7.18	GAL
2112356030	PureGreen Hydraulic AW32 Drum	\$ 8.50	GAL
2112376010	PureGreen Hydraulic AW46	\$ 7.18	GAL
2112376030	PureGreen Hydraulic AW46 Drum	\$ 8.50	GAL
2112376050	PureGreen Hydraulic AW46 Pail	\$ 9.55	GAL
2112396010	PureGreen Hydraulic AW68	\$ 7.18	GAL
2112396050	PureGreen Hydraulic AW68 Pail	\$ 9.63	GAL
2112473010	PureGreen UTF J20C	\$ 8.79	GAL
2112473030	PureGreen UTF J20C Drum	\$ 9.36	GAL
2112473050	PureGreen UTF J20C Pail	\$ 10.45	GAL
1313191330	PureSYN HD 15W40 CJ-4 Drum	\$ 14.80	GAL
SUS.MPGRS.5014.148	SUPER S EP-2 MOLY GREASE 50/14OZ	\$ 3.03	LB
2111371030	Heat Transfer Oil - Grade 46 Drum	\$ 9.99	GAL



NORTH AMERICAN LUBRICANTS

Customer: Mohave Solicitation 13i - Catalog Pricing
 Salesperson: Paul Pfauter ppfauter@nalube.com 480-624-5810
 Effective Date: 1/26/2015

Counties Yavapi and Yuma

Product Code	Product Description	Member	UOM
1010171010	PURATECH Supreme 10W30	\$ 7.07	GAL
1010171030	PURATECH Supreme 10W30 Drum	\$ 7.65	GAL
1210141010	PURATECH SYN-Blend 5W30	\$ 7.16	GAL
1210141030	PURATECH SYN-Blend 5W30 Drum	\$ 7.73	GAL
1210131010	PURATECH SYN-Blend 5W20	\$ 7.16	GAL
1210131030	PURATECH SYN-Blend 5W20 Drum	\$ 7.73	GAL
1316171010	PureSYN 10W30	\$ 10.26	GAL
1316171030	PureSYN 10W30 Drum	\$ 11.13	GAL
1316171072	PureSYN 10W30 6X1Q Case	\$ 12.57	GAL
1313141010	PureSYN 5W30 dexos1	\$ 10.48	GAL
1313141030	PureSYN 5W30 dexos1 Drum	\$ 11.34	GAL
1313141072	PureSYN 5W30 Dexos 6X1Q Case	\$ 12.79	GAL
1313131010	PureSYN 5W20	\$ 10.36	GAL
1313131030	PureSYN 5W20 Drum	\$ 11.22	GAL
1313131072	PureSYN 5W20 6X1Q Case	\$ 12.66	GAL
1313101010	PureSYN 0W20	\$ 10.48	GAL
1313101030	PureSYN 0W20 Drum	\$ 11.34	GAL
1313101072	PureSYN 0W20 6X1Q Case	\$ 12.79	GAL
1510171010	PURATECH Hi-Mile 10W30	\$ 8.63	GAL
1510171030	PURATECH Hi-Mile 10W30 Drum	\$ 9.48	GAL
1510141010	PURATECH Hi-Mile 5W30	\$ 8.82	GAL
1510141030	PURATECH Hi-Mile 5W30 Drum	\$ 9.68	GAL
1610512010	PURATECH Sure-Shift ATF DIII/M	\$ 7.66	GAL
1610512030	PURATECH Sure-Shift ATF DIII/M Drum	\$ 8.23	GAL
1610512110	PURATECH Multi-Vehicle ATF	\$ 10.71	GAL
1610512130	PURATECH Multi-Vehicle ATF Drum	\$ 11.56	GAL
1313512210	PureSYN Universal ATF	\$ 14.63	GAL
1313512230	PureSYN Universal ATF Drum	\$ 15.22	GAL
1313512272	PureSYN Universal ATF 6X1Q Case	\$ 14.98	GAL
1313383610	PureSYN Trans 50	\$ 14.81	GAL
1313383630	PureSYN Trans 50 Drum	\$ 15.68	GAL
1313383651	PureSYN Trans 50 Pail	\$ 2.34	LB
1313512372	PureSYN Dexron VI 6X1Q Case	\$ 15.12	GAL
1313511010	PureSYN HD ATF (TES 295)	\$ 14.54	GAL
1313511030	PureSYN HD ATF Drum	\$ 15.13	GAL
1313511050	PureSYN HD ATF Pail	\$ 15.58	GAL
1411191310	PURAMAX CleanFleet 15W40 CJ-4	\$ 7.59	GAL
1411191330	PURAMAX CleanFleet 15W40 CJ-4 Drum	\$ 8.17	GAL

Product Code	Product Description	Member	UOM
1411191351	PURAMAX CleanFleet 15W40 CJ-4 Pail	\$ 11.43	GAL
1011171310	PURAMAX CleanFleet 10W30 CJ-4	\$ 9.89	GAL
1313191310	PureSYN HD 15W40 CJ-4	\$ 10.98	GAL
2111303210	PURAMAX Fleet Hydraulic 10	\$ 7.61	GAL
2111303230	PURAMAX Fleet 10 Drum	\$ 8.19	GAL
2111343210	PURAMAX Fleet 30	\$ 8.20	GAL
2111343230	PURAMAX Fleet 30 Drum	\$ 8.78	GAL
2111363210	PURAMAX Fleet 50	\$ 8.45	GAL
2111383250	PURAMAX Fleet 50 Drum	\$ 9.10	GAL
2111361610	PURAMAX RREO 40 13TBN	\$ 9.65	GAL
2111361710	PURAMAX RREO 40 17TBN	\$ 10.24	GAL
2111356010	PURAMAX Hydraulic AW 32	\$ 6.99	GAL
2111356030	PURAMAX Hydraulic AW 32 Drum	\$ 8.31	GAL
2111356050	PURAMAX Hydraulic AW32 Pail	\$ 9.25	GAL
2111376010	PURAMAX Hydraulic AW 46	\$ 6.99	GAL
2111376062	PURAMAX Hydraulic AW 46 3X1G Case	\$ 9.33	GAL
2111376030	PURAMAX Hydraulic AW 46 Drum	\$ 8.31	GAL
2111376050	PURAMAX Hydraulic AW46 Pail	\$ 9.37	GAL
2111396010	PURAMAX Hydraulic AW 68	\$ 6.99	GAL
2111396030	PURAMAX Hydraulic AW 68 Drum	\$ 8.31	GAL
2111396050	PURAMAX Hydraulic AW68 Pail	\$ 9.44	GAL
2111361630	PURAMAX RREO 40 13TBN Drum	\$ 10.50	GAL
2111406010	PURAMAX Hydraulic AW 100	\$ 7.71	GAL
2111353310	PURAMAX R&O 32	\$ 7.01	GAL
2111356210	PURAMAX Premium 5000+ AW 32	\$ 7.71	GAL
2111376210	PURAMAX Premium 5000+ AW 46	\$ 7.86	GAL
2111396210	PURAMAX Premium 5000+ AW 68	\$ 7.93	GAL
2111473010	PURAMAX UTF J20C	\$ 8.26	GAL
2111473030	PURAMAX UTF J20C Drum	\$ 9.17	GAL
2111343410	PURAMAX Non-Detergent 30	\$ 7.50	GAL
2111406410	PURAMAX Rockdrill 100	\$ 9.51	GAL
2111426410	PURAMAX Rockdrill 220	\$ 9.57	GAL
2111306510	PURAMAX TO-4 Fluid 10	\$ 9.20	GAL
2111346510	PURAMAX TO-4 Fluid 30	\$ 9.66	GAL
2111386510	PURAMAX TO-4 Fluid 50	\$ 9.82	GAL
1710265110	PURATECH Good Gear 80W90 LS	\$ 11.02	GAL
1710265130	PURATECH Good Gear 80W90 LS Drum	\$ 11.62	GAL
1710265141	PURATECH Good Gear 80W90 LS Keg	\$ 1.78	LB
1710265151	PURATECH Good Gear 80W90 LS Pail	\$ 1.80	LB
1711281010	PURAMAX Good Gear 85W140	\$ 11.18	GAL
1711281030	PURAMAX Good Gear 85W140 Drum	\$ 12.07	GAL
1711271042	PURAMAX Good Gear 85W140 Keg	\$ 1.94	LB
1711281051	PURAMAX Good Gear 85W140 Pail	\$ 1.83	LB
1313231010	PureSYN 75W90 LS	\$ 17.11	GAL
1313231030	PureSYN 75W90 LS Drum	\$ 17.99	GAL
1313231042	PureSYN 75W90 LS Keg	\$ 2.80	LB

Product Code	Product Description	Member	UOM
1313231051	PureSYN 75W90 LS Pail	\$ 2.67	LB
1313251010	PureSYN 75W140 LS	\$ 23.81	GAL
1313251030	PureSYN 75W140 LS Drum	\$ 24.71	GAL
1313251042	PureSYN 75W140 LS Keg	\$ 3.78	LB
1313251051	PureSYN 75W140 LS Pail	\$ 3.63	LB
1313271030	PureSYN 80W140 Drum	\$ 28.85	GAL
1313271042	PureSYN 80W140 Keg	\$ 6.25	LB
1313271051	PureSYN 80W140 Pail	\$ 6.25	LB
1711415210	PURAMAX Industrial EP 150	\$ 8.93	GAL
1711425210	PURAMAX Industrial EP 220	\$ 9.14	GAL
1711425230	PURAMAX Industrial EP 220 Drum	\$ 9.57	GAL
1810506631	PURATECH MP Lithium Grs#2 Drum	\$ 1.56	LB
1810506641	PURATECH MP Lithium Grs #2 Keg	\$ 1.71	LB
1810506651	PURATECH MP Lithium Grs#2 Pail	\$ 1.67	LB
1810506692	PURATECH MP Lithium Grs#2 Case	\$ 1.96	LB
1710506731	PURATECH Hi-Temp Grease #2 Drum	\$ 1.83	LB
1710506741	PURATECH Hi-Temp Grease #2 Keg	\$ 1.98	LB
1710506751	PURATECH Hi-Temp Grease #2 Pail	\$ 1.94	LB
1710506792	PURATECH Hi-Temp Grease #2 Case	\$ 2.23	LB
2111456310	PURAMAX PureCut Medium	\$ 7.89	GAL
1911617032	PURAMAX Gold Universal AF Drum	\$ 10.45	GAL
1911617072	PURAMAX Gold Universal AF 6X1G Case	\$ 11.45	GAL
1911627010	PURAMAX Gold Universal 50/50 AF	\$ 6.55	GAL
1911627032	PURAMAX Gold Universal 50/50 AF Drum	\$ 7.15	GAL
1911627060	PURAMAX Gold Universal 50/50 AF 6X1GCase	\$ 8.15	GAL
1911617132	PURAMAX Green AF Drum	\$ 10.45	GAL
1911617160	PURAMAX Green AF 6X1G Case	\$ 11.45	GAL
1911627132	PURAMAX Green AF 50/50 Drum	\$ 7.15	GAL
1911627160	PURAMAX Green AF 50/50 6X1G Case	\$ 8.15	GAL
1911617232	PURAMAX Red ELC Drum	\$ 10.45	GAL
1911627210	PURAMAX Red ELC 50/50	\$ 7.45	GAL
1911627232	PURAMAX Red ELC 50/50 Drum	\$ 8.05	GAL
1911627260	PURAMAX Red ELC 50/50 6X1G Case	\$ 9.05	GAL
2010591021	PURATECH DEF Tote - 330G	\$ 3.48	GAL
2010591032	PURATECH DEF Drum	\$ 4.88	GAL
2010591062	PURATECH DEF 3X1 Case	\$ 6.28	GAL
1012171010	PureGreen Supreme 10W30	\$ 7.07	GAL
1012171030	PureGreen Supreme 10W30 Drum	\$ 7.65	GAL
1012171071	PureGreen Supreme 10W30 12X1Q Case	\$ 10.40	GAL
1012141010	PureGreen Supreme 5W30	\$ 7.16	GAL
1012141030	PureGreen Supreme 5W30 Drum	\$ 7.65	GAL
1012141071	PureGreen Supreme 5W30 12X1Q Case	\$ 10.57	GAL
1012131010	PureGreen Supreme 5W20	\$ 7.16	GAL
1012131030	PureGreen Supreme 5W20 Drum	\$ 7.65	GAL
1012131071	PureGreen Supreme 5W20 12X1Q Case	\$ 10.49	GAL
1612512010	PureGreen MP ATF DIII/M	\$ 7.66	GAL

Product Code	Product Description	Member	UOM
1612512030	PureGreen MP ATF DIII/M Drum	\$ 8.23	GAL
1612512071	PureGreen MP ATF DIII/M 12X1Q Case	\$ 10.53	GAL
1112191310	PureGreen Extra-Duty 15W40 CJ-4	\$ 7.59	GAL
1112191330	PureGreen Extra-Duty15W40 CJ-4 Drum	\$ 8.17	GAL
1112191350	PureGreen Extra-Duty 15W40 CJ-4 Pail	\$ 11.43	GAL
1112191371	PureGreen Extra-Duty 15W40 CJ-4 12X1Q Case	\$ 11.56	GAL
1412191510	PureGreen GEO Plus 15W40	\$ 10.55	GAL
1412191530	PureGreen GEO Plus 15W40 Drum	\$ 11.04	GAL
2112301030	PureGreen Fleet 10 Drum	\$ 8.38	GAL
2112341030	PureGreen Fleet 30 Drum	\$ 8.98	GAL
2112341050	PureGreen Fleet 30 Pail	\$ 10.31	GAL
2112361010	PureGreen Fleet 40	\$ 8.65	GAL
2112361050	PureGreen Fleet 40 Pail	\$ 10.47	GAL
2112381030	PureGreen Fleet 50 Drum	\$ 9.31	GAL
2112356010	PureGreen Hydraulic AW32	\$ 6.99	GAL
2112356030	PureGreen Hydraulic AW32 Drum	\$ 8.31	GAL
2112376010	PureGreen Hydraulic AW46	\$ 6.99	GAL
2112376030	PureGreen Hydraulic AW46 Drum	\$ 8.31	GAL
2112376050	PureGreen Hydraulic AW46 Pail	\$ 9.37	GAL
2112396010	PureGreen Hydraulic AW68	\$ 6.99	GAL
2112396050	PureGreen Hydraulic AW68 Pail	\$ 9.44	GAL
2112473010	PureGreen UTF J20C	\$ 8.60	GAL
2112473030	PureGreen UTF J20C Drum	\$ 9.17	GAL
2112473050	PureGreen UTF J20C Pail	\$ 10.26	GAL
1313191330	PureSYN HD 15W40 CJ-4 Drum	\$ 14.61	GAL
SUS.MPGRS.5014.148	SUPER S EP-2 MOLY GREASE 50/14OZ	\$ 3.00	LB
2111371030	Heat Transfer Oil - Grade 46 Drum	\$ 9.79	GAL

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MOHAVE EDUCATIONAL SERVICES COOPERATIVE,
CONTRACT NO. 13I-NAL-0701**

EXHIBIT C
Scope of Work

PROJECT

The City of Glendale is securing a qualified vendor for the purchase of vehicle lubricants for the Public Works Department who is responsible for maintaining a diverse fleet of vehicles and equipment.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MOHAVE EDUCATIONAL SERVICES COOPERATIVE,
CONTRACT NO. 13I-NAL-0701**

EXHIBIT D

METHOD AND AMOUNT OF COMPENSATION

Method of payment and amount of compensation is provided in the Mohave Educational Services Cooperative, Contract No. 13I-NAL-0701.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$178,494 for the initial term, or \$375,000 for any and all renewal terms of the agreement.

DETAILED PROJECT COMPENSATION

Purchase of vehicle lubricants for the Public Works Department who is responsible for maintaining a diverse fleet of vehicles and equipment.