

INVITATION FOR BID		State of Arkansas OFFICE OF STATE PROCUREMENT 1509 West 7 th Street, Room 300 Little Rock, AR 72201-4222	
BULK FUELS			
Bid Number: SP-09-0034	Bid Opening Date: September 16, 2008	Federal Employer ID Number OR Social Security Number	
Mailing Address & Bid Opening Location: Office of State Procurement 1509 West 7th Street, Room 300 Little Rock, AR 72201-4222		Company Name	
		Address	
Bid Notice Date: August 7, 2008	Bid Opening Time: 2:00 PM (CST)	City	State Zip
Contract Administrator: Jeff Spears 501-371-1405 jeff.spears@dfa.state.ar.us		Telephone Number	
		Fax Number	
Bidder's E-Mail Address		Bidder's Name	
BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE BID ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE BID NUMBER, DATE AND HOUR OF BID OPENING AND BIDDER'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT.			
Bidders are responsible for delivery of their bid documents to the Office of State Procurement (OSP) prior to the scheduled time for opening of the particular bid. When appropriate, bidders should consult with delivery providers to determine whether the bid documents will be delivered to the OSP office street address prior to the scheduled time for bid opening. Delivery providers, USPS, UPS, FedEx, DHL, deliver mail to our street address, 1509 W. 7 th Street, Room 300, Little Rock, AR 72201-4222, on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.			
Material Group:			
Type Of Contract: Term - (Outline Agreement)		Contract Period: October 1, 2008 through September 31, 2009 With option to renew up to SIX (6) additional ONE (1) Year periods.	
Invoice To: Various Agencies		F.O.B. Destination	
Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Public Service Corporation ☐ Partnership ☐ Corporation ☐ Government/Nonprofit			
Print/Type Name	Authorized Signature		Date

USE INK ONLY

UNSIGNED BIDS WILL NOT BE CONSIDERED

FAILURE TO PROVIDE TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN BID REJECTION

Section 1 - General Information

1.1 SCOPE OF CONTRACT

The intent of this Invitation for Bid is to establish a contract for the purchase and delivery of Bulk Unleaded Gasoline and Diesel Fuel for above and below ground storage tanks owned, operated, or maintained by various State of Arkansas Agencies and any Cooperative Purchasing Group(s).

This Invitation for Bid consists of two (2) documents. The first document is the printed instructions, the second document is in the form of a Microsoft Excel workbook in which the bidders are to submit their pricing information.

Bid documents are posted on the Office of State Procurement website:

www.arkansas.gov/dfa/procurement

The Excel bid worksheet shall be submitted to the Office of State Procurement on a CD, in Microsoft Excel format only. When submitting a bid for a single line item (county), all columns for that item shall be completed in the Excel workbook.

A Bidders Check List has been provided for you on the last page of this document.

1.2 USE OF CONTRACT

This will be a preferred State contract. State agencies may obtain all BULK FUELS as referenced herein from any resulting contract(s). State Constitutional Independent Agencies are not required to participate in any resulting contract; however they have the option to participate at their own discretion. The State reserves the right to purchase product elsewhere on an emergency basis or where any delivery requirements are burdensome or restrictive.

Any resulting Contract(s) **will not** apply to Vendor Owned fuel tanks already in existence and used by state agencies.

1.3 INVITATION FOR BID QUESTIONS

All questions concerning this Invitation for Bid must be in writing and received in the Office of State Procurement no later than **August 27, 2008**. Questions may be e-mailed to jeff.spears@dfa.state.ar.us or faxed to (501) 324-9311, Attn: Jeff Spears. The Office of State Procurement will electronically post the answers to the written questions on its website at: www.arkansas.gov/dfa/procurement on or before **September 5, 2008**.

1.4 CONTRACT TERM AND RENEWAL

This contract is for a ONE (1) YEAR period of time commencing on the date of contract award, for the purchase and delivery of BULK FUELS; with option to renew (upon mutual agreement of all parties) up to SIX (6) additional ONE (1) YEAR periods or a portion thereof. The State of Arkansas, Agencies or Cooperative Purchasing Group(s) will not be obligated or required to purchase any of the Contractor's surplus inventories resulting from the expiration of this contract.

1.5 CLARIFICATION OF BID LANGUAGE

- **Bidder** - The person and/or company who is preparing, submitting and affixing the Authorizing Signature upon this Request for Bid.
- **Contractor** - The successful Bidder(s) resulting in a written contract.
- **Currency** - All bid and proposed cost and pricing MUST be listed in United States dollars and cents.
- **Customer** - Refers to the State of Arkansas, its departments, agencies, boards, commissions, colleges, universities and cooperative purchasing program participants.
- **DTN** - Data Transmission Network
- **Electronic Format** - All electronic data MUST be Microsoft compatible and in the format as requested.
- **Language** - All bids and proposals will ONLY be accepted in the English language.
- **OPIS** - Oil Price Information Service

- **Tank Wagon** - Shall mean a delivery by a Tank Wagon/Truck with a minimum delivery of 500 gallons.
- **Transport Truck** - Shall mean a delivery by a Transport Truck with the capability of a combination load with a minimum delivery of 2,500 gallons of fuel.
- **Unit of Measure** - All measurements MUST be in U.S. gallons.
- **Vendor** - In a broad scene the person or company who is capable of providing product(s) and/or service(s).
- **“Vendor Markup”** - The Contractor's price to cover all costs associated with providing fuel to State and Cooperative Purchasing Program participants.

1.6 ALTERATION OF ORIGINAL BID DOCUMENTS

The original written or electronic language of the Invitation for Bid shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate a bidder from taking exceptions(s) to these documents, but does clarify that the bidder cannot change the original document's written or electronic language. If the bidder wishes to make exception(s) to any of the original language, it must be submitted by the bidder in separate written or electronic language in a manner that clearly explains the exceptions(s.) If bidder's submittal is discovered to contain alterations/changes to the original written or electronic documents, the bidder's response may be declared as “non-responsive” and the response shall not be considered.

1.7 ADDENDUMS

Bidders are cautioned to ensure that they have received or obtained and responded to any and all amendments to the bid prior to submission.

1.8 NOTICES TO BIDDERS – TERMS & CONDITIONS

The Office of State Procurement objects to and shall not consider any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In signing and submitting its bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.

1.9 ANTICIPATION OF AWARD

After complete evaluation of the bid or proposal, the anticipated award will be posted on the Office of State Procurement website www.arkansas.gov/dfa/procurement. The purpose of the web posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The bid results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen day posting period. Accordingly, any reliance on these preliminary results is at the agencies/vendor's own risk.

1.10 COOPERATIVE PURCHASING

Arkansas State Procurement Law provides that local public procurement units (counties, municipalities, school districts, certain nonprofit corporations, etc.) may participate in State purchasing contracts. Successful Contractor agrees to provide services to Cooperative Purchasing Program participants. Unless otherwise stated, all standard and special terms and conditions listed within the Invitation for Bid must be equally applied to such participating local procurement units pursuant to Ark Code Ann §19-11-206 and Ark Code Ann §19-11-249.

No Cooperative Purchasing Group shall participate in any Contract as the result of this Invitation for Bid unless such entity meets the credit requirements and signed agreement requirements of the successful Contractor and Office of State Procurement. The State does not assume any liability of the Cooperative Purchasing Group. If any entity is refused participation under the Contract, the Office of State Procurement requests notice of such action.

1.11 MINORITY BUSINESS POLICY

Minority participation is encouraged in this and all other procurements by state agencies. “Minority” is defined by Arkansas Code Annotated §1-2-503 as “black or African-American, Hispanic-American, American Indian or Native American, Asian, and Islander”. The Arkansas Economic Development Commission of the Department of Economic Development conducts a certification process for minority businesses. Bidders unable to include minority-owned businesses as subcontractors “may explain the circumstances preventing minority inclusion”.

1.12 CONFIDENTIAL INFORMATION

Bidders are advised that bid materials are subject to the Arkansas Freedom of Information Act. Bidders claiming a statutory exception to the Arkansas Freedom of Information Act must place all confidential documents in sealed envelope(s) clearly marked "Confidential" and must indicate on the outside of their bid package that confidential materials are included. The Office of State Procurement reserves the right to make determinations of confidentiality. If the Office of State Procurement does not agree that the information designated is confidential under one of the disclosure exceptions to the Arkansas Freedom of Information Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the bidder. If agreement can be reached, the bid will be considered. If agreement cannot be reached, the Office of State Procurement will remove the bid from consideration for award and return the proposal to the bidder. The Office of State Procurement will not determine prices to be confidential information.

The State may conduct any investigations it deems necessary to determine the ability of the bidders to furnish materials requested herein. Bidders MUST furnish all information and data requested. State Purchasing reserves the right to reject any bid if the evidence submitted fails to satisfy that the bidder is properly qualified to carry out the obligations of the contract and deliver material as necessary. Conditional bids will not be accepted.

Section 2 - Minimum Requirements

2.1 QUALIFICATIONS, REQUIREMENTS, AND RESPONSIBILITIES

Bidders must be licensed fuel dealers and/or refiners and **MUST** provide copies of documentation such as licenses, registrations and permits. The above documentation **MUST** accompany the bid. Failure to provide certifications may result in disqualification of the bid.

If deliveries are to be made by subcontractors, all subcontractors **MUST** be identified, and a letter from the subcontractor (common carrier) stating their ability to perform deliveries against this contract.

Bidders **MUST** be regularly engaged in the business of providing supply and delivery service of fuel products. A minimum of 5 years of experience is required. Evidence may consist of documentation bearing dates to indicate service of at least 5 years of service such as Articles of Incorporation, Franchise Tax Report, Licenses, and permits or any other City, County, State or Federal registration documentation.

Bidders **MUST** submit evidence that it maintains a permanent place of business; has adequate equipment; has adequate transportation vehicles to supply the required products. Evidence may consist of marketing brochure, list of physical location(s) and equipment on company letterhead and list of any subcontractors.

Bidders **MUST** submit the most current independent (third party) documentation of the Bidder's financial stability and viability such as: audited annual financial statements; certified compilation reports or balance sheets and income statements (on a GAAP or full accrual basis); most recent tax returns; certified profit and loss statements; or authorized lines of credit.

Contractor(s) shall employ qualified personnel / drivers that understand and exercise applicable safety standards.

Contractor(s) shall be capable of delivering and pumping fuel into both underground and aboveground storage tanks.

All Contractor(s) employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification.

All employees, subcontractors, or agents performing work under any Contract must comply with all security and administrative requirements of the Customer. The State may conduct, and the Contractor shall cooperate in, a security background check of any employee, subcontractor, or agent furnished by the Contractor. The State may

refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors; provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

2.2 INSURANCE REQUIREMENTS

Contractors at their own expense shall purchase and maintain the minimum insurance stipulated herein from a company or companies duly licensed by the State of Arkansas. In lieu of State of Arkansas licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arkansas.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of any resulting contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the State, constitute a material breach of this Contract.

Policy shall be endorsed to include the following additional insured language: 'The State of Arkansas, its departments, agencies, boards, commissions, colleges, universities, cooperative purchasing program participants, and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor'.

Policy required hereunder, except Workers' Compensation, shall contain a waiver of subrogation against the State of Arkansas, its departments, agencies, boards, commissions, colleges, universities, cooperative purchasing program participants and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Contractor shall provide coverage with limits of liability not less than those stated below:

- **Minimum Public General Liability**

Contractor(s) shall maintain General Liability Insurance for **Hazardous Materials not less than \$1,000,000** according to §387.303 of the Federal Motor Carrier Safety Administration Rules & Regulations.

- **Workers' Compensation**

Contractor(s) shall carry Workers' Compensation insurance to cover obligations imposed by Federal and State Statutes having jurisdiction of Contractor(s) employees engaged in the performance of the work or services of no less than \$500,000.

Verification of Coverage

Prior to the issuance of any contract, the Contractor must furnish a Certificate of Liability Insurance (ACORD form or equivalent approved by the State of Arkansas) as evidence that policies providing coverage, conditions and limits required are in full force and effect for the time period of any resulting contract.

Certificate of Liability Insurance must be identified for the purpose of "State of Arkansas Bulk Fuel Contract" and delivered to the Office of State Procurement, Attn: Jeff Spears, 1509 West 7th Street, Room 300, Little Rock, AR 72201-4222 within 10 days after notification of Anticipation of Award. Failure to comply with these requirements shall cause the Contractor to be deemed non-responsive and will be removed from consideration.

Certificate of Liability Insurance must include all subcontractors as insureds under its policies or the Contractor must furnish the State of Arkansas separate certificates and endorsements for each subcontractor. All subcontractors coverage must meet the same requirements and minimums as identified above for all Contractors.

Certificate of Liability Insurance must contain a provision that the insurer will not suspend, void, cancel, or reduce coverage or in limits without thirty (30) days prior written notice by certified or registered mail, receipt requested, sent to the Office of State Procurement, Attn: Jeff Spears, 1509 West 7th Street, Room 300, Little Rock, AR 72201-4222.

The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time from contractors and their subcontractors.

2.3 GOVERNOR'S EXECUTIVE ORDER 98-04 DISCLOSURE

Bidders must disclose any existing or potential conflict of interest that the Respondent might have in providing services to the State of Arkansas under the Contract. The State of Arkansas will decide, in its sole discretion, whether an actual or perceived conflict should result in proposal disqualification or Contract termination. In addition to these disclosures, the bidder must also disclose any proposed personnel who are elected officials, current or former employees of the State of Arkansas. Each bidder must also disclose any proposed personnel who are related to any elected officials, current or former employees of the State of Arkansas.

Bidders are required to provide all information requested and sign the 98-04 Disclosure Form located on pages 18 & 19. This is a mandatory requirement; failure to furnish these documents shall deem the bidder non-responsive.

2.4 EMPLOYMENT OPPORTUNITY POLICY

In compliance with Act 2157 of 2005, the Office of State Procurement is required to have a copy of the bidder's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.state.ar.us or as a hard copy accompanying the bid response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one time requirement but vendors are responsible for providing updates or changes to their respective policies and of supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

2.5 NON EMPLOYMENT OF ILLEGAL IMMIGRANTS – Bidder Certification

Pursuant to Act 157 of 2007, all bidders must certify prior to award of any contract that they do not employ or contract with any illegal immigrants(s) in its contract with the state. Bidders must certify online at www.arkansas.gov/dfa/procurement/pro_immigrant.html

If a contractor uses a subcontractor the subcontractor must also certify that he does not employ or contract with an illegal immigrant. The subcontractor's certification must be submitted within 30 days after award of the contract, the contractor, and subcontractor is required to maintain the certification on file for the remainder of the term of the contract.

The Act is printed in full on the OSP website and contains all information regarding any penalties and the procedures for certification by contractor and subcontractors.

SECTION 3 - Bid Structure

3.1 PROCESS

Contracts will be awarded consisting of gasoline and diesel product per County to the lowest responsive and responsible bidder. One contract will be awarded for Tank Wagon delivery consisting of gasoline and diesel product in the amount of 2,500 gallons of fuel or less. A separate contract will be awarded for Transport delivery of gasoline and diesel product in the amount of 2,501 gallons of fuel or more.

Because all other price components (OPIS/Rack and DTN/FastRacks price, taxes, etc.) are pre-established, only the "Vendor Markup" figure listed by the bidder will be used to establish an award. Failure to provide a bid for gasoline and diesel products per desired Counties may result in the bidder being deemed non-responsive.

NOTE: Bidders must bid by line item/per county.

"Vendor Markup" is the bidder's price to cover all costs associated with providing fuel to State and Cooperative Purchasing Program participants. "Vendor Markup" is above and beyond the OPIS/Rack or DTN/FastRacks price per gallon of fuel. Markup may include, but is not necessarily limited to, cost of transportation to the delivery location, miscellaneous vendor overhead costs, blending fees, and the Bidder's desired margin of profit. The bidder shall assess no other fees associated with the delivery of Fuel except for the below minimum Delivery Charge as indicated in any resulting contract.

"Vendor Markup" for Fuel shall be on a price per gallon basis.

"VENDOR MARKUP" FIGURES ARE THE BASIS FOR AWARD OF ANY RESULTING CONTRACT(s).

Awards will be determined by averaging ALL "Vendor Markup" figures (less below minimum Delivery Charge) to determine the lowest overall "Vendor Markup" per County.

"VENDOR MARKUP" PRICING INSTRUCTIONS

All "Vendor Markup" bid prices are required to be carried no further than one-hundredth of a cent and expressed as a decimal.

For example:

If the bid price is five and three quarters cents per gallon, express as 0.0575

If the bid price is three quarters of a cent per gallon, express as 0.0075

Unacceptable Quote: \$0.05753

Enter the "Vendor Markup" for each delivery destination (county) and type of delivery (tank wagon / transport) in the appropriate spaces in the accompanying Microsoft Excel Bid Spreadsheet.

Vendor Markup shall be firm for the full term of the contract.

3.2 INVOICING PRICING INSTRUCTIONS

Price for all fuels is to be computed using the following price structure. The total price of the product delivered to destinations shall consist of three components.

These components are:

- A) **Base Price** (OPIS/Rack or DTN/FastRacks Price) in effect on Date of Delivery
- B) **Applicable Taxes/Fees**
- C) **Vendor Markup**

Base Price + Applicable Taxes/Fees + Vendor Markup = INVOICE PRICE per Gallon

Base Price

The base price shall be per gallon "Oil Price Information Service" OPIS/Rack Price or "Data Transmission Network" DTN/FastRacks, low price by product on the date of delivery.

All fuel delivery consisting of more than 2,501 gallons shall be billed for NET gallons delivered temperature adjusted at 60 degrees Fahrenheit. All fuel delivery consisting of less than 2,500 gallons shall be billed for GROSS gallons delivered. See "Billing & Invoicing" section of bid.

The contractor is responsible for providing a delivery ticket and invoiced price per gallon that is based on the actual OPIS/Rack or DTN/FastRacks price from the terminal of origin on the date of delivery. DELIVERY TICKETS MUST INDICATE THE ITEMIZED PRICE PER GALLON!! **A temperature corrected delivery ticket must be provided for delivery consisting of more than 2,501 gallons of fuel.** The State reserves the right to refuse deliveries that are not accompanied by priced and itemized delivery tickets, and/or hold payment without penalty until properly executed invoices/delivery tickets are submitted.

Throughout the term of this contract, the State will randomly verify delivery ticket and/or invoice prices. Any invoice for which verification cannot be achieved using the above formula, will be returned unpaid to the originating contractor for correction.

Applicable Taxes/Fees

The State of Arkansas is exempt from federal excise tax. The State and its Agencies will not pay these taxes, nor will they pay and apply for a refund. BIDS WHICH INCLUDE THESE TAXES WILL NOT BE CONSIDERED FOR AWARD. It will be the responsibility of the contractor to be properly "set up" with the Internal Revenue Service or other regulatory agencies in order to obtain applicable federal tax refunds when doing business with the State.

However, the State of Arkansas is responsible for Arkansas Motor Fuel Taxes and Petroleum Environmental Fees. These items shall be included on the invoice but will not be shown in the bid price. Any applicable superfund fee must be included in the bid price.

The following are fixed Applicable Taxes/Fees:

Arkansas Motor Fuel Tax Rates	
Gasoline	.215 per gallon
Clear Diesel	.225 per gallon
Dyed Diesel	.060 per gallon
Biodiesel Mixture*	.225 per gallon
Gasohol	.215 per gallon
Ethanol/Methanol	.215 per gallon
Petroleum Environmental Fee **	.003 per gallon

*Arkansas Code 15-4-2802 defines "biodiesel mixture" as a mixture of biodiesel fuel and undyed, clear distillate special fuel that is suitable for use in motor vehicles on Arkansas highways. Arkansas taxes the sale of biodiesel mixture as diesel. These sales should be filed using the product code of 160 for undyed diesel.

**The Petroleum Environmental Fee is required to be paid on each gallon of motor fuel or distillate special fuel purchased in or imported into the State of Arkansas.

As of July 1, 2007 Arkansas Fuel Tax must be charged on all DYED DIESEL FUEL sold.

The State, it's Agencies, and any Cooperative Purchasing Program participants are not responsible for miscellaneous charges or fees (i.e., shop supplies, environmental fees, fuel surcharges, travel time, service calls, towing/hauling etc.)

Any mandatory fixed costs added or changed by federal, state or local government after award of this contract will be allowed.

3.3 UNIT OF MEASURE

All fuel deliveries shall be measured in U.S. gallons. Any fuel deliveries of 2,501 gallons or more shall be temperature adjusted to 60 degree Fahrenheit except as stated in Special Provision below in the Billing And Invoicing section.

When metering devices are available they should be used by the Contractor when making deliveries. If metered delivery is not possible, it is the responsibility of the Contractor, his employees or agents to take a "stick" measurement, in the presence of agency employees receiving the fuel, of the volume existing in their storage tank immediately prior to delivery. When the fuel transfer is complete, a "stick" measurement shall be used to measure the volume in the storage tank to verify the actual volume of bulk fuel delivered. Alternative metering devices are acceptable providing both receiving agency and the contractor are satisfied with their accuracy. Readings must be posted on a bill of lading and/or delivery ticket.

MINIMUM DELIVERY QUANTITIES

***150 gallon minimum order quantity.**

Tank Wagon pricing shall be charged for delivery quantities up to 2,500 gallons.
Transport Truck pricing shall be charged for delivery of 2,501 gallons or more.

* Occasionally agencies are required to “top-off” their tanks for inspection, testing or in preparation of impending emergency. Fuel orders or tank “top off” below 150 gallons minimum, a Delivery Charge may be assessed as prescribed in the Contractor’s award.

3.4 FUEL QUALITY

All fuels delivered are subject to testing by the Arkansas State Plant Board/Bureau of Standards, Petroleum Quality Division to determine acceptability. If fuel delivered is contaminated or does not comply with contract specifications, all costs for testing shall be paid by the contractor. In addition, the State reserves the right to require the contractor to remove contractor-supplied contaminated or non-compliant fuel from bulk tanks and equipment tanks and replace the contaminated or non-compliant fuel with fuel that meets specifications. The cost for removal of the contaminated or non-compliant fuel and the cost for the cleanup shall be paid by the contractor. Contractor agrees to pump the bulk tank and equipment tanks to remove contractor-supplied contaminated or non-compliant fuel within twenty-four (24) hours after receiving written notification that the product is contaminated or does not meet contract specification requirements.

The State reserves the right to obtain a sample of fuel from the contractor’s delivery truck at time of delivery for purposes of verification of specification compliance.

Deliveries and/or payment may be refused if quality is unacceptable.

Nothing herein shall preclude conformance with other federal, state, or local regulations that may be more stringent.

Specifications For Gasoline

Gasoline must meet or exceed standard specifications listed in the American Society for Testing and Materials (ASTM) Specification D4814-07.

For all delivery sites requiring unleaded gasoline, the Contractor agrees to provide unleaded gasoline with an anti-knock index “(R+M)/2” of at least 87.

In the event the above referenced specifications change, the most current standards on the date of delivery will prevail.

Specifications For Diesel Fuel

Diesel fuel must meet or exceed standard specifications listed in the American Society for Testing and Materials (ASTM) Specification D975 (cetane, distillation and gravity). In the event standard specifications change the most current standards will prevail.

Diesel fuel must meet or exceed standard specifications listed in ASTM Specification D1796 (water and sediment).

Ultra Low-sulfur dyed diesel must meet or exceed standard specifications listed in ASTM Specification D4294.

In the event the above referenced specifications change, the most current standards on the date of delivery will prevail.

Biodiesel

Biodiesel means a fuel comprised of mono-alkyl esters of long chain fatty acids derived from vegetable oils or animal fats. Biodiesel Blend means a fuel comprised of a blend of biodiesel fuel with petroleum-based diesel fuel and shall not exceed a B20 designation.

State Agencies may be interested in having diesel blended with a percentage of biodiesel delivered to one or more of their tanks. Blended biodiesel fuel must be supplied by a Contractor that is registered with the EPA to sell biodiesel. Award of this contract will not be based on the vendor’s ability to provide biodiesel. If the Contractor can provide biodiesel and the ordering agency requests it, the Contractor and the ordering agency

must mutually agree on the cost of the biodeisel at the time of ordering. This cost must include any cost for blending. The Contractor must blend biodiesel with the diesel before delivery to a site and not blend in the agency's tank.

As the ASTM is currently creating method and standards for biodiesel, the most current standards on the date of delivery will prevail.

SECTION 4 - DELIVERY INFORMATION

4.1 AUTHORIZATION FOR DELIVERY

PURCHASE ORDER FROM THE USING AGENCY WILL AUTHORIZE DELIVERY. Orders from the agency may be placed by telephone, e-mail or fax.

Every effort will be made by the ordering agency to consolidate orders of all fuels for each delivery destination. Agencies should be certain that when ordering fuels, their tanks will accept the quantity ordered. In the event an agency orders fuel and their delivered or receiving capacity falls below the 150 gallon minimum the Contractor may impose the Delivery Charge as prescribed in the Contractor's award.

Delivery is to be made one (1) day after receipt of order, Monday through Friday 7:30 a.m. to 4:00 p.m., except state observed holidays, unless emergency conditions dictate otherwise or by special arrangement with the ordering agency.

Contractor must acknowledge the ordering agency with the time and date of delivery. The receiving agency must be informed of the delivery truck arrival, afforded an opportunity to observe/confirm off-loading and sign for receipt. No fuel is to be delivered to an unattended location unless prior arrangements have been made with the receiving agency. Delivery documents must be presented to the receiving agency prior to unloading.

Delivery shall be FOB destination. The contractor agrees to pay all shipping costs and assumes all risks of loss until product(s) are accepted. Delivery charges are included in the bid price and no other shipping or transportation charges will be paid by the State. Where the Contractor cannot make complete delivery of any order placed because of the Contractor's limitations, the Contractor agrees to make subsequent delivery of the balance of the order, at a mutually agreed upon time, without additional charges.

It is the responsibility of the Contractor to use approved measuring devices to insure proper measurement of existing and delivered fuel. All measurements must be posted on a bill of lading and/or delivery ticket. Documents will be signed after unloading and verification of quantities received are made.

Fuel metering devices should be utilized to provide accurate delivery quantities. Contractor's delivery trucks that do not have a metering device, a bill of lading for each truck and/or trailer load will be acceptable. Split loads will be accepted if all fuel from the distribution point/terminal is for delivery to multiple sites of a single State agency.

Delivery ticket must be presented at time of product delivery. Bill of lading/metered quantity may be transferred to delivery ticket by hand at time of delivery. Bill of lading must also be attached to the delivery ticket. The State will pay only for the actual amount of fuel delivered as shown on the delivery vehicle's metering device or on bill of lading.

Contractor must be in compliance with Arkansas Bureau of Standards, Uniform Weights and Measures Law 4-18-318 Sale from bulk. For vehicles with ticket printers, the printed metering ticket must be attached to the delivery ticket.

4-18-318. Sale from bulk.

All bulk sales in which the buyer and seller are not both present to witness the measurement, all bulk deliveries of heating fuel, and all other bulk sales specified by rule or regulation of the State Plant Board, shall be accompanied by a delivery ticket containing the following information:

- (a) the name and address of the buyer and seller;
- (b) the date delivered;

- (c) the quantity delivered and the quantity upon which the price is based, if this differs from the delivered quantity, for example, when temperature compensated sales are made;
- (d) the unit price, unless otherwise agreed upon by both buyer and seller;
- (e) the identity in the most descriptive terms commercially practicable, including any quality representation made in connection with the sale; and,
- (f) count of individually wrapped packages, if more than one (1), in the instance of commodities bought from bulk but delivered in packages.

History. Acts 2001, No. 587, § 18.

4.2 GUARANTEE OF DELIVERY

The Contractor agrees to deliver products ordered to the County for which they received a contract and for the prices established under all circumstances, including, but not limited to, periods of fuel shortage and/or allocation.

4.3 FUEL TRANSFER

The Contractor shall perform all deliveries to facilities in a safe and professional manner. Contractor's equipment shall be in good working order and all Contractor personnel shall be trained in safety measures to preclude accidents endangering personnel or property.

The Contractor must provide systems necessary to prevent spills and overfills from occurring during the product transfer. The Contractor must also provide the systems necessary to prevent product from reaching streets, catch basins or other drainage structures during product transfers.

The fuel truck operator will be present during delivery and take an active part in the prevention of spills. The fuel truck operator will take immediate action to stop the flow of product when the working capacity of the tank has been reached or when an emergency or spill occurs. Prior to transfer of product and also prior to departure of delivery truck, the fuel truck operator shall examine the lowermost drain and all outlets for leakage, and if necessary, tighten, adjust or replace to prevent liquid leakage.

In the event deliveries are sub-contracted to another vendor by the Contractor, the Contractor is ultimately responsible for complying with State Laws and all conditions of this contract.

4.4 SPECIAL CIRCUMSTANCES

4.4.1 Mixed Fuel

It is the Contractor's responsibility to immediately notify the receiving agency of any delivery which results in a mixture of unleaded and diesel fuels. The Contractor shall be responsible for all cost and damages resulting from "mixed fuel" deliveries. The Contractor agrees to pump the bulk tank and equipment tanks to remove mixed fuel within twenty-four (24) hours after realization of a "mixed fuel" delivery. In the event a "mixed fuel" delivery is discovered after the receipt of fuel, written notice will be sent to the Contractor to rectify the situation within twenty-four (24) hours.

The Contractor shall remove and properly dispose the entire contents of the contaminated tank. The Contractor is responsible for replacing the quantity of fuel before the "mixed fuel" delivery as well as the quantity of correct fuel to be delivered at no cost to the State. The cost for removal of "mixed fuel" and the cost for the cleanup shall be paid by the Contractor. The State will not pay for quantity of any "mixed fuel" deliveries. The State will only pay for correctly delivered fuel quantity as ordered.

Upon failure to rectify any "mixed fuel" delivery, the State may take corrective action and charge the Contractor for all related cost.

4.4.2 Accidental Release Or Spillage

The contractor must utilize proper equipment to prevent fuel spillage during delivery. Accidental release or spillage during delivery of product by the Contractor will result in the Contractor being held responsible for all costs of cleanup and disposal of all contaminated soil. Cleanup and disposal must be conducted in accordance with state and federal EPA regulations and guidelines.

The Contractor shall be responsible for all spillage or overfill which may occur during transit or unloading operations. The Contractor shall immediately report spillage or overfill to the Arkansas Department of Emergency Management at 800-322-4012. This office is staffed 24 hours a day, 7 days a week, to respond to these and other emergency conditions. In addition, the Contractor must take immediate measure to contain and clean-up the spill/overflow. Upon failure to do so, the State may take corrective action and charge the Contractor for all related cost or offset that amount from claims made by the Contractor. All clean-up procedures must be in accordance with the most current State and Federal environmental protection agency laws during the terms of the contract.

4.5 DELIVERY SITES

Bidders are strongly encouraged to visit all proposed fuel sites to become familiar with; physical locations, access conditions and/or any other physical site conditions that may affect the scope of work contained herein. By submitting a bid the bidder acknowledges that they have examined and/or will comply with all existing site conditions for the term of any resultant contract(s). Any failure by the bidder to acquaint themselves with the available information contained herein shall not relieve them of the responsibility to carry out all contract terms and conditions. The State assumes no responsibility for any conclusions or interpretations made by the bidder on the bases of the information made available by the State.

A list of bulk fuel delivery sites may be found in the accompanying Microsoft Excel Bid Spreadsheet. Locations are listed by county, and include the agency name, bulk storage location, fuel types, tank size and estimated annual usage. Storage capacity information is provided but not guaranteed. No guarantees of volume quantities are expressed or implied.

The accompanying spreadsheet is not an all inclusive list; there are numerous other locations that are potential delivery sites throughout the counties and Cooperative Purchasing Program participants. Additional listing of storage tanks throughout the State of Arkansas may be found on the Arkansas Department of Environmental Quality's, Storage Tank Facility Information Database located at the following website:

http://www.adeq.state.ar.us/rst/tankstats/facil_sum.asp

Annual quantities listed are estimates only; actual amounts purchased may vary depending upon needs. No warranty is made concerning the accuracy of completeness of this information. The amount of fuel purchased may be considerably more or less, and sites may be added or deleted at any time during the resulting contract. The types of deliveries may change or remain the same during the contract period.

Agencies reserve the right to close any delivery site or discontinue any fuel product at any time without prior notice to the Contractor or penalty to the State. Agencies can close any delivery site and establish a replacement delivery site within the same county of the original site. The Contractor must deliver fuels for the replacement site at the same margin as charged at the closed site.

The State reserves the right to add, replace, or remove tanks and also reserves the right to add fuels at any delivery site without prior notice to the Contractor or penalty to the State. The Contractor agrees to deliver fuels to additional tanks at a delivery site using the same margin as already charged within the same County. If tanks for additional types of fuels are added at a delivery site, the Contractor agrees to provide the additional fuels at the existing prices for those they are providing within the same County.

Minimum delivery requirements stipulated in this document are firm. Deviations submitted by the vendor will cause bid disqualification.

SECTION 5 - BILLING AND INVOICING

5.1 General Information

In all cases, billing and invoicing of fuel purchases shall be directed to the department or agency with authority over the specific delivery location. A priced copy of the delivery ticket will be left at the delivery location. The Contractor shall secure the proper billing and invoicing address for each location(s) in the County of award.

- o Prices will be charged based upon the day the product is delivered.
- o Tank Wagon* Prices will apply to orders placed for deliveries of 2,500 gallons or less.
- o Transport Prices will apply to orders placed, where one or a combination of more than one type of fuel is equal to deliveries of 2,501 gallons or more.
- o Any fuel or combination of fuels ordered, which totals less than 2,500 gallons, but delivered on a Transport truck will not receive Tank Wagon pricing.

All fuel delivery consisting of more than 2,501 gallons shall be billed for NET gallons delivered temperature adjusted at 60 degrees Fahrenheit. All agencies receiving a fuel delivery consisting of less than 2,500 gallons shall be billed for GROSS gallons delivered.

***Special Provision**

Due to difficult delivery site and/or terrain some locations will only accommodate Tank Wagon vehicles. In this case fuel orders over 2,501 gallons may be delivered in tank trucks at tank truck price. In order for this provision to apply it must be mutually agreed upon by both the fuel site manager and the Contractor.

5.2 Invoices

The State reserves the right to withhold payment without penalty until properly executed invoice/delivery tickets are submitted.

Invoices must be Contractor's invoices. The State will not accept invoices from sub-contractors and will not pay sub-contractors.

Contractor's invoices will include the agency's billing/contact information (name, address, phone and fax no.) as provided by the ordering agency.

The Contractor must deliver/fax an invoice to each agency's business office after delivery of the fuel. State agencies will furnish billing information to the Contractor on an as-needed basis. In the case of a late delivery, fuel base price shall be the price on the actual day the delivery was scheduled.

Invoices must show the date of delivery and separately list for each fuel delivered, the fuel index price, the "Vendor Markup" and all applicable fixed costs (i.e., taxes).

No other price change method such as referencing the contractor's own price list or the contractor's supplier's posted price list or any other publication shall be considered.

Should the pricing structure become unworkable, detrimental or injurious to the State of Arkansas, or result in prices which are not truly reflective of current market conditions, and no adjustment in price is mutually agreeable, the State reserves the right to make necessary modifications or to cancel this contract.

The State reserves the right to randomly verify invoice pricing throughout the term of the contract to assure compliance.

5.3 Invoicing Procedures

Invoices shall be submitted to the address shown on the purchase order. Payment shall be tendered within thirty (30) days of the date of invoice. After the sixtieth (60) day from the date of the invoice unless mutually agreed to, interest shall be paid on the unpaid balance due to the contractor at the rate of one half of one percent per month in accordance with Arkansas Code Annotated 5 19-1 1-224. The procuring agency shall make a good-faith effort to pay within thirty (30) days after date of invoice.

SECTION 6 - STANDARD TERMS AND CONDITIONS

GENERAL

Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.

ACCEPTANCE AND REJECTION

The state reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.

BID SUBMISSION

Bids must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.

PRICES

Quote F.O.B. destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.

QUANTITIES

Quantities stated in term contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of the ordering agency.

BRAND NAME REFERENCES

Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the product offeror will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.

GUARANTY

All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.

SAMPLES

Samples or demonstrators, when requested, must be furnished free of expense to the state. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during

reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.

TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE

Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.

AMENDMENTS

The bid cannot be altered or amended after the bid opening except as permitted by regulation.

TAXES AND TRADE DISCOUNTS

Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.

AWARD: Term Contracts

A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency.

Firm Contracts

A written state purchase order authorizing shipment will be furnished to the successful bidder.

LENGTH OF CONTRACT

The invitation for bid will show the period of time the term contract will be in effect.

DELIVERY ON FIRM CONTRACTS

The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.

DELIVERY REQUIREMENTS

No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

STORAGE

The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

DEFAULT

All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.

VARIATION IN QUANTITY

The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.

INVOICING

The contractor shall be paid upon the completion of all of the following: (1) Submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) Delivery and acceptance of the commodities and (3) Proper and legal

processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.

STATE PROPERTY

Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.

PATENTS OR COPYRIGHTS

The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.

ASSIGNMENT

Neither contracts entered into pursuant to this invitation for bid is not assignable nor the duties there under delegable by either party without the written consent of the other party of the contract.

OTHER REMEDIES

In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

LACK OF FUNDS

The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

TERMINATION FOR CONVENIENCE

Contract may be terminated, when such action is deemed by the Office of State Procurement to be in the best interest of the State. Termination shall be effected by delivery to contractor a notice of termination specifying the extent to which contract is terminated and the date upon which such termination becomes effective, which shall be no less than ten (10) days after the notice is sent.

DISCRIMINATION

In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated there under and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

CONTINGENT FEE

The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

ANTITRUST ASSIGNMENT

As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued

prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

DISCLOSURE

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

APPENDIX A: GOVERNOR'S EXECUTIVE ORDER 98-04 DISCLOSURE FORM

RESPONDENTS MUST COMPLETE AND RETURN APPENDIX A WITH THEIR PROPOSALS.

Contract and Grant Disclosure and Certification Form

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR:		SUBCONTRACTOR NAME:	
☐ Yes ☐ No			
TAXPAYER ID NAME:		IS THIS FOR: ☐ Goods? ☐ Services? ☐ Both?	
YOUR LAST NAME:		FIRST NAME:	M.I.:
ADDRESS:			
CITY:	STATE:	ZIP CODE:	COUNTRY:

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT,

OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

F o r I n d i v i d u a l s *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

☐ None of the above applies

F o r a n E n t i t y (B u s i n e s s) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

☐ None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature _____ Title _____ Date _____

Vendor Contact Person _____ Title _____ Phone No. _____

Agency use only

Agency Number	Agency Name	Agency Contact Person	Contact Phone No.	Contract or Grant No.
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BID SUBMISSION CHECK-OFF LIST

The following information is provided for the bidder's convenience. The information required should be attached to the bidder's response. This checklist does not guarantee that the bidder is in compliance with all submittal requirements as stated in this bid. It is the bidder's responsibility to thoroughly review and respond to all of the submittal requirements as stated in this bid.

REQUIRED WITH THE BID RESPONSE

PAGE 1	SIGNATURE PAGE Completed and Signed In Ink (Cover Page)	_____
PAGE 2	GOVERNOR'S EXECUTIVE ORDER 98-04 DISCLOSURE FORM Located on pages 18 & 19 Completed and Signed In Ink	_____
PAGE 2	EMPLOYMENT OPPORTUNITY POLICY Copy of the bidder's EO Policy on file with Office of State Procurement	_____
PAGE 3	NON EMPLOYMENT OF ILLEGAL IMMIGRANTS Online Certification completed by Bidder	_____
PAGE 4	QUALIFICATIONS, REQUIREMENTS, AND RESPONSIBILITIES 1. Copy of Fuel Dealers/Refiners License, Registrations and Permits 2. Listing of all subcontractors and letters of ability to perform 3. Evidence consisting of a minimum 5 years of experience 4. Evidence of permanent place of business, adequate equipment and adequate transportation vehicles 5. Evidence of suitable financial stability and viability	_____ _____ _____ _____ _____
PAGE 5	INSURANCE REQUIREMENTS Ability to provide a Certificate of Liability Insurance within 10 days after notification of Anticipation of Award for; Commercial General Liability, Automobile Liability & Workers' Compensation with language as specified	_____
PAGE 7	"VENDOR MARKUP" - PRICING Pricing completed in Microsoft Excel format and submitted on CD	_____