



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: 7/3/2018

or Procurement Director Award

* = Mandatory, Information must be provided

***Contractor/Vendor Name/Grantor (DBA):**

Multiple Contactors - See Purpose

***Project Title/Description:**

Gasoline, Diesel and Diesel Exhaust Fluid (DEF)

***Purpose:**

Award: Multiple Master Agreements (see below) for an initial term of one (1) year in the shared annual award amount of \$6,008,000.00 (including sales tax) and includes four (4) one-year renewal options. Administering Department: Fleet Services.

This contract is awarded by group to primary and secondary contractors. This award includes the authority for the Procurement Director to reallocate the award amounts among the contracts considering actual usage and anticipated requirements without further action by the Board of Supervisors provided that the sum of the revised contract amounts do not exceed the shared award amount per year.

<u>Group 1: Gasoline</u>	<u>Master Agreement</u>	<u>Annual Award Amount</u>
<i>Primary Vendor:</i> Western Refining	MA-PO-18-348	\$4,000,000.00
<i>Secondary Vendor:</i> Senergy Petroleum, LLC	MA-PO-18-349	\$ 700,000.00
<u>Group 2: Diesel</u>	<u>Master Agreement</u>	<u>Annual Award Amount</u>
<i>Primary Vendor:</i> Western Refining	MA-PO-18-348	\$1,000,000.00
<i>Secondary Vendor:</i> Senergy Petroleum, LLC	MA-PO-18-349	\$ 300,000.00
<u>Group 5: DEF</u>	<u>Master Agreement</u>	<u>Annual Award Amount</u>
<i>Primary Vendor:</i> The Soco Group	MA-PO-18-350	\$ 6,500.00
<i>Secondary Vendor:</i> Senergy Petroleum, LLC	MA-PO-18-349	\$ 1,500.00
Total annual award amount		\$ 6,008,000.00

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.24.010, Cooperative procurement authorized, the Procurement Director authorized Requisition No. 18-301 to utilize City of Tucson Contract No. 171698, which awarded through competitive procedures reasonably similar to those set forth by Pima County Procurement Code.

PRCUID: 303316

Attachments: Master Agreements.

***Program Goals/Predicted Outcomes:**

To provide Pima County Fleet Services with the purchase and delivery of automotive fuels and exhaust additives.

***Public Benefit:**

Cost effective purchase and supply of gasoline and diesel for County vehicles and equipment to perform operational administrative transportation functions, and keep fuel stations supplied in case of emergencies.

***Metrics Available to Measure Performance:**

Verify pricing using OPIS daily rates in addition to the discounts provided by fuel contractors. Measure the timeframe from ordering fuel to delivery of the fuel at each County Stations.

***Retroactive:**

No

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): See above

Effective Date: 7/3/2018 Termination Date: 7/2/2019 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* 6,008,000.00 Revenue Amount: \$ _____

*Funding Source(s) required: Fleet Services Operations

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

_____ Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required:

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

*All Funding Source(s) required:

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? _____

Contact: Maria Julia Canizales, Procurement Officer *ijc* Division Manager: [Signature] *6/26/18*

Department: Procurement *Mary Jo [Signature]* *6/26/18* Telephone: 724-8167

Department Director Signature/Date: [Signature] *6/26/18*

Deputy County Administrator Signature/Date: [Signature] *6-27-18*

County Administrator Signature/Date: [Signature] *6/27/18*
(Required for Board Agenda/Addendum Items)



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

**THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION**

Master Agreement No: 1800000000000000348

MA Version: 1

Page: 1 of 2

Description: Gasoline and Diesel Fuel (Primary)

I S S U E R	<p>Pima County Procurement Department 130 W. Congress St. 3rd Fl Tucson AZ 85701</p> <p>Issued By: MARIA CANIZALES Phone: 5207248167 Email: maria.canizales@pima.gov</p>
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T E R M S	<p>Initiation Date: 07-03-2018 Expiration Date: 07-02-2019</p> <table border="1" style="margin: 10px auto; width: 80%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">NTE Amount:</td> <td style="padding: 2px;">\$5,000,000.00</td> </tr> <tr> <td style="padding: 2px;">Used Amount:</td> <td style="padding: 2px;">\$0.00</td> </tr> </table>	NTE Amount:	\$5,000,000.00	Used Amount:	\$0.00
NTE Amount:	\$5,000,000.00				
Used Amount:	\$0.00				

V E N D O R	<p>WESTERN REFINING WHOLESALE INC</p> <p>PO BOX 749400</p> <p>LOS ANGELES CA 90074-9400</p>	<p>Contact: MAGGIE LYDICK Phone: 520-519-3050 Email: maggie.lydick@wnr.com Terms: 0.00 % Days: 30</p>
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Shipping Method:	Vendor Method
Delivery Type:	Standard Ground
FOB:	FOB Dest, Freight Prepaid
<p>Modification Reason Award of contract for an initial term of one (1) year in the annual award amount of \$5,000,000.00 with four (4) one-year renewal options. Attachment: Cooperative Agreement.</p>	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



MASTER AGREEMENT DETAILS

Master Agreement No: 1800000000000000348

MA Version: 1

Page: 2 of 2

Line	Description					
1	Unleaded discount off (0.0795) per gallon					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$0.00			
2	Unleaded discount off (0.0270) per gallon for Ajo AZ.					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$0.00			
3	Unleaded additional price 0.2442 per gallon for A7 Ranch					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$0.00			
4	Diesel discount of (0.1125) per gallon					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$0.00			
5	Diesel discount of (0.0675) per gallon for Marana					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$0.00			
7	Diesel additional price 0.1750 per gallon for Stadium Distri					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$0.00			
8	Diesel additional price 0.2442 per gallon for A7 Ranch					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$0.00			
9	Diesel discount off (0.0469) per gallon for Ajo AZ.					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$0.00			
10	Free form line					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %		\$0.00			

Pima County Procurement Department
Administering Department: Fleet Services

Project: Gasoline and Diesel Fuel

Contractor: Western Refining – Primary Vendor
1250 W. Washington St.
Tempe, AZ 85281

Amount: \$5,000,000.00

Funding: Fleet Services Ops

Pima County Contract No.: MA-PO-18-348

CONTRACT

NO. MA-PO-18-348

AMENDMENT NO. _____

This number must appear on all invoices, correspondence and documents pertaining to this contract.

COOPERATIVE PROCUREMENT AGREEMENT

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is between Pima County, a political subdivision of the State of Arizona ("County"), and Western Refining ("Contractor").
- 1.2. Authority. Pima County is authorized by Pima County Code § 11.24.010 and A.R.S. § 41-2632 to enter into cooperative purchasing arrangements. Pima County has entered into such an agreement with City of Tucson (Pima County contract no. 171698).
- 1.3. Contract.
 - 1.3.1. City of Tucson entered into a contract (Contract No. 171698) for specified goods and services with Western Refining, which is currently in effect (the "City of Tucson Contract"). The City of Tucson Contract is incorporated into this Contract by this reference.
 - 1.3.2. Section one (1) of the Special Terms and Conditions of the City of Tucson Contract provides that another governmental entity with which the City of Tucson has a cooperative purchasing agreement may, with Contractor's approval, purchase products and services at the same prices and under the same terms as in the City of Tucson Contract.

2. Term.

- 2.1. Original Term. This Contract is effective for a one-year period commencing on 07/03/2018 (the "Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised Extension Options.
- 2.2. Extension Options. County may renew this Contract for up to four (4) additional periods of up to 1 year each (each an "Extension Option").

- 3. Scope of Services.** Contractor agrees to furnish Pima County the goods and/or services ("Goods & Services") described on Exhibit A: Delivery Requirements (1 page) and Exhibit B: Pricing (2 Pages), under the terms and conditions of the City of Tucson] Contract as modified by this Contract. The terms and conditions set forth in this Contract control over any inconsistent provisions in the City of Tucson Contract.

- 4. Not-to-Exceed Amount.** Purchases under this Contract by the County may not exceed \$5,000,000.00 annually (the "NTE Amount").

5. **Indemnification Clause.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.
6. **Insurance Requirements:** Herein are minimum requirements for this Contract and in no way limit, the indemnity covenants contained in this Contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 6.1. **Minimum Scope and Limits of Insurance:** Contractor shall procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. The Contractor is free to purchase additional insurance that required by the County. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements. Insurance Coverages and Limits: Contractor will procure and maintain, until all of its obligations have been discharged, coverage with liability limits not less than those stated below. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A- VII, unless otherwise approved by the County.
- 6.2. **Commercial General Liability (CGL):** Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, personal/advertising injury and products – completed operations.
- 6.3. **Pollution Liability:** For losses caused by pollution conditions that arise from the operations of the Contractor as described in the Scope of Services section of this Contract with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- 6.3.1. The policy must include coverage for pollution losses arising out of completed operations.
- 6.3.2. The policy is to be written on an "occurrence" basis with no sunset clause. In the event that the Pollution Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract. That either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of ten (10) years beginning at the time this Contract is terminated.
- 6.3.3. Pollution coverage must apply to all phases of the work described in the Scope of Services in this Contract.

- 6.3.4. The policy shall include coverage for property damage, and physical damage to, or destruction of, tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically damaged or destroyed including diminution in value.
- 6.3.5. The policy shall include coverage for property damage, and physical damage to, or destruction of, tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically damaged or destroyed including diminution in value.
- 6.3.6. The policy shall include defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
- 6.3.7. The policy shall be endorsed, as required by this written agreement, to include Pima County, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- 6.3.8. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by the Contractor.
- 6.3.9. The policy shall include Non-Owned Disposal Site coverage.
- 6.3.10. The policy shall be endorsed, as required by this written agreement, to include Pima County, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- 6.3.11. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of Pima County, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by the Contractor.
- 6.4. **Business Automobile Liability:** Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$5,000,000 each accident.
- 6.5. **Workers' Compensation (WC) and Employers' Liability:** Arizona Statutory requirements and Employer's Liability coverage with policy limits of \$1,000,000 and each accident and each person - disease.
- 6.6. **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:
 - 6.6.1. Additional Insured: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- 6.7. **Subrogation:** The General Liability, Business Automobile Liability and Workers' Compensation policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers,

officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- 6.8. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.
- 6.9. **Notice of Cancellation:** Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium.
- 6.10. **Verification of Coverage:** Contractor shall furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.
 - 6.10.1. All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
 - 6.10.2. All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.
 - 6.10.3. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.
- 6.11. **Approval and Modifications:** The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing.
7. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
8. **Compliance with Laws.** Contractor will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that any subcontractors will be appropriately licensed. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
9. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other

individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

10. **Non-Appropriation of Funds.** Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.
11. **Public Information.** Pursuant to A.R.S. § 39-121 et seq. all documents submitted to County by Contractor, including but not limited to pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

12. **Legal Arizona Workers Act Compliance.**

- 12.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.
- 12.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 12.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.
- 12.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in

compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract.” CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR’s employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the “State and Federal Immigration Laws”). CONTRACTOR will further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

13. **Israel Boycott Certification.** Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.
14. **Written Orders.** County will order products or services under this Contract by issuing a Delivery Order (DO) document. Order documents will be furnished to Contractor via e-mail or telephone. If an order is given verbally, the County Department that issued the order will transmit a confirming order document to Contractor within five workdays of the date the verbal order is given.

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County Delivery Order (DO).

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this Contract. In particular, Contractor will not provide goods or services other than those described in this Contract, in excess of the NTE Amount, or after the Term of the Contract has ended, without a Contract amendment properly executed and issued by County, as provided below. Any items provided in excess of that stated in this Contract are at Contractor’s own risk.

15. **Amendments.** The County may extend or revise this Contract by notifying Contractor in writing of the change, which notice will be in the form of a revised “Master Agreement.” If Contractor does not object in writing to the proposed changes within ten (10) calendar days after receipt of the notice, Contractor will be deemed to have accepted the changes, and the revision will be binding on the parties, effective as of the date the notice was issued. If Contractor objects to one or more of the changes, then the proposed changes will be deemed to be ineffective.

16. **Invoice Submittal.** Invoices are to be sent to:

Pima County Finance & Risk Management- Accounts Payable
P.O. Box 791
Tucson AZ, 85701

17. **Notices.** Notices regarding this Agreement should be addressed to:

Maria Julia Canizales, Procurement Officer
Pima County Procurement, 130 W Congress 3rd Floor, Tucson, AZ 85701
520-724-8167, maria.canizales@pima.gov

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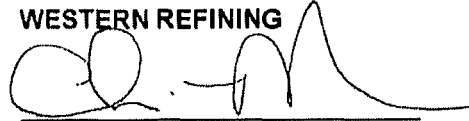
IN WITNESS WHEREOF, the parties have approved this Cooperative Procurement Agreement and agree to be bound by the terms and conditions of the Contract on the dates written below.

APPROVED:

Chairman, Board of Supervisors

Date: _____

WESTERN REFINING


Authorized Officer Signature

Chris Maudlin
Printed Name and Title

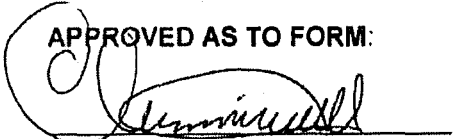
Date: July 2nd, 2018

ATTEST:

Clerk of the Board

Date: _____

APPROVED AS TO FORM:


Chris Straub, Deputy County Attorney

6/26/2018
Date

Exhibit A: Delivery Requirements (1 Page)

DELIVERIES:

Contractor will provide County with Gasoline, Diesel, and Diesel Exhaust Fluid (DEF) in the estimated amounts and at the prices set forth in Exhibit B. Deliveries shall not be made at unattended locations without prior arrangements being made between the County and the contractor to insure definite delivery time and date.

Delivery to West Congress location must be between 6:00 p.m. and 6:00 a.m.

All Fuel deliveries to Ajo, AZ must be full load (6000 gallon +). Delivery of diesel will not necessarily be coordinated with delivery of unleaded fuel.

Contractor shall deliver diesel fuel to selected County priority emergency diesel powered generators on an as-needed basis or during an emergency incident. Deliveries of quantities as small as 900 gallons may be required. See list below.

Pima County Emergency Generators at 3434 E. 22nd Street, Tucson, Arizona:

PECOC01	1347 gallons AST
PECOC02	1347 gallons AST
PECOC03	1347 gallons AST

Exhibit B: Western Refining Pricing (2 Pages)

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR
TUCSON, AZ 85701

WESTERN REFINING/Andeavor
TEMPE, AZ

RFP NO. 171698
SENIOR CONTRACT OFFICER: CYNTHIA THOMPSON
PH: (520) 837-4134

GROUP 1 - GASOLINE		ATTACHMENT A - BEST AND FINAL OFFER					DATE: 5/17/2018	
UNLEADED FUEL								
Agency	Delivery Address	Tank Style	Tank Capacity	Estimated Annual Usage	Full Load+ Split Full Load	Partial Load	Full Load+ Split Full Load Transportation Markup/Markdown	Partial Load Transportation Markup/Markdown
Pima County	Tucson Locations							
		1301 S. Mission Road UST Exemption # 1001562.17	AST	15,000	350,000	350,000	n/a	\$ (0.0795)
		130 W. Congress	Automated UST	12,000	150,000	150,000	n/a	\$ (0.0796)
		4700 S. Houghton Road	Automated UST	15,000	150,000	150,000	n/a	\$ (0.0795)
		3355 N. Dodge Blvd. UST Exemption #1001281-16	AST	8,000	100,000	100,000	n/a	\$ (0.0795)
		East Ajo Way	Automated UST	15,000	300,000	300,000	n/a	\$ (0.0795)
		North Tucson						
		4901 W. Ina Road	Automated UST	15,000	300,000	300,000	n/a	\$ (0.0795)
		Green Valley						
		601 N. La Canada UST Exemption # 1001208-16	AST	12,000	100,000	100,000	n/a	\$ (0.0796)
		Marana						
		12600 N. Sanders Road UST Exemption # 1001207-16	AST	10,000	40,000	40,000	n/a	\$ (0.0795)
		Ajo, AZ						
	1131 N. Well Road	Automated UST	12,000	50,000	40,000	n/a	\$ (0.0270)	
	A7 Ranch							
	Reddington Rd, San Manuel, AZ	AST	500	6,000	500	6,000 400+ gals	\$ 0.2442	
Lube Trucks	Bulk Plant Load							
			300	1,000	n/a	1,000 100-800 gals	0.0000	
Total Usage - Pima County				1,547,000	1,530,500	16,500		

Exhibit B: Western Refining Pricing (2 Pages)

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR
TUCSON, AZ 85701

WESTERN REFINING/Andeavor
TEMPE, AZ

RFP NO. 171698
SENIOR CONTRACT OFFICER: CYNTHIA THOMPSON
PH: (520) 837-4134

GROUP 2 - DIESEL		ATTACHMENT A - BEST AND FINAL OFFER					DATE: 5/17/2018	
CLEAR ULTRA-LOW SULFUR DIESEL							Full Load+ Split Full Load Transportation Markup/Markdown	Partial Load Transportation Markup/Markdown
Agency	Delivery Address	Tank Style	Tank Capacity	Estimated Annual Usage	Full Load+ Split Full Load	Partial Load		
Pima County	Tucson Locations 1301 S. Mission Road UST Exemption # 1001562.17	AST	15,000	350,000	350,000	n/a	\$ (0.1125)	
		Automated UST	15,000	75,000	75,000	n/a	\$ (0.1125)	
	4700 S. Houghton Road	AST	4,000	35,000	35,000	n/a	\$ (0.1125)	
					6,000+ gal			
	3355 N. Dodge Blvd. UST Exemption #1001281-16	Automated UST	15,000	80,000	80,000	n/a	\$ (0.1125)	
					6,000+ gal			
	North Tucson 4901 W. Ina Road	AST	5,000	5,000	5,000	n/a	\$ (0.0675)	
					6,000+ gal			
	Stadium District Tucson Electric Park Forgeus Way/Ajo Way	AST	350	5,000	n/a	5,000		\$ 0.1750
	A7 RANCH Reddington Rd, San Manuel, AZ	AST	3,000	3,500	n/a	3,000		\$ 0.2442
						400 gal		
Ajo, AZ 1311 N. Well Road	Automated UST	12,000	15,000	n/a	n/a		\$ (0.0469)	
Lube Trucks Bulk Plant Loads			1,070	45,000	n/a	45,000		0.0000
						100-800 gal		
Total Usage - Pima County				263,500	195,000	68,500		
Total Usage - All				1,058,064	677,430	380,634		



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

**THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION**

Master Agreement No: 1800000000000000349

MA Version: 1

Page: 1 of 3

Description: Gasoline, Diesel and DEF (Secondary)

I S S U E R	<p>Pima County Procurement Department 130 W. Congress St. 3rd Fl Tucson AZ 85701</p> <p>Issued By: MARIA CANIZALES Phone: 5207248167 Email: maria.canizales@pima.gov</p>
----------------------------	---

T E R M S	<p>Initiation Date: 07-03-2018 Expiration Date: 07-02-2019</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <tr> <td style="padding: 2px;">NTE Amount:</td> <td style="padding: 2px;">\$1,001,500.00</td> </tr> <tr> <td style="padding: 2px;">Used Amount:</td> <td style="padding: 2px;">\$0.00</td> </tr> </table>	NTE Amount:	\$1,001,500.00	Used Amount:	\$0.00
NTE Amount:	\$1,001,500.00				
Used Amount:	\$0.00				

V E N D O R	<p>Senergy Petroleum LLC 622 S 56th Ave Phoenix AZ 85043</p>	<p>Contact: Jim Kaskie Phone: 602-358-2411 Email: jim@uniondistributing.com Terms: 0.00 % Days: 30</p>
----------------------------	---	---

Shipping Method:	Vendor Method
Delivery Type:	Standard Ground
FOB:	FOB Dest, Freight Prepaid
<p>Modification Reason Award of contract for an initial term of one (1) year in the annual award amount of \$1,001,500.00 with four (4) one-year renewal options. Attachment: Cooperative Agreement.</p>	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



MASTER AGREEMENT DETAILS

Master Agreement No: 1800000000000000349

MA Version: 1

Page: 2 of 3

Line	Description					
1	Unleaded discount off (0.0712) per gallon Mission					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$0.00			
2	Unleaded discount off (0.0601) per gallon Congress					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$0.00			
3	Unleaded discount off (0.0703) per gallon Houghton					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$0.00			
4	Unleaded discount off (0.0495) per gallon Dodge					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$0.00			
5	Unleaded discount off (0.0697) per gallon Ajo Way					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$1.19			
6	Unleaded discount off (0.0525) per gallon Ina					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$1.39			
7	Unleaded discount off (0.0500) per gallon La Canada					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$0.00			
8	Unleaded discount off (0.0492) per gallon Sanders					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$0.00			
9	Unleaded additional price of 0.005 per gallon Ajo AZ					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$0.00			
10	Unleaded additional price of 0.170 per gallon A7 Ranch					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$0.00			
11	Unleaded additional price of 0.170 per Bull Plant Load					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$0.00			
12	Diesel discount off (0.0745) per gallon Mission					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$0.00			
13	Diesel discount off (0.0875) per gallon Houghton					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$0.00			
14	Diesel discount off (0.0765) per gallon Dodge					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$0.00			
15	Unleaded discount off (0.0605) per gallon Ina					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$1.39			
16	Unleaded discount off (0.0150) per gallon Sanders					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$0.00			
17	Unleaded additional price of 0.13 per gallon Stadium Distric					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$0.00			
18	Diesel additional price of 0.125 per gallon A7 Ranch					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$0.00			
19	Diesel additional price of 0.025 per Bull Plant Load					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$0.00			



MASTER AGREEMENT DETAILS

Master Agreement No: 18000000000000000349

MA Version: 1

Page: 3 of 3

Line	Description					
20	Diesel Exhaust Fluid (DEF)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	GAL	\$1.39			
21	Free Form Line					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %		\$0.00			

Pima County Procurement Department Administering Department: Fleet Services Project: Gasoline, Diesel, Diesel Exhaust Fluid (DEF) Contractor: Senergy Petroleum, LLC – Secondary Vendor 622 S. 56 th Ave. Phoenix, AZ 85043 Amount: \$1,001,500.00 Funding: Fleet Services Ops Pima County Contract No.: MA-PO-18-349	CONTRACT
	NO. MA-PO-18-349 AMENDMENT NO. _____ This number must appear on all invoices, correspondence and documents pertaining to this contract.

COOPERATIVE PROCUREMENT AGREEMENT

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is between Pima County, a political subdivision of the State of Arizona ("County"), and Senergy Petroleum, LLC. ("Contractor").
- 1.2. Authority. Pima County is authorized by Pima County Code § 11.24.010 and A.R.S. § 41-2632 to enter into cooperative purchasing arrangements. Pima County has entered into such an agreement with City of Tucson (Pima County contract no. 171698).
- 1.3. Contract.
 - 1.3.1. City of Tucson entered into a contract (Contract No. 171698) for specified goods and services with Senergy Petroleum, which is currently in effect (the "City of Tucson Contract"). The City of Tucson Contract is incorporated into this Contract by this reference.
 - 1.3.2. Section one (1) of the Special Terms and Conditions of the City of Tucson Contract provides that another governmental entity with which the City of Tucson has a cooperative purchasing agreement may, with Contractor's approval, purchase products and services at the same prices and under the same terms as in the City of Tucson Contract.

2. Term.

- 2.1. Original Term. This Contract is effective for a one-year period commencing on 07/03/2018 (the "Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised Extension Options.
- 2.2. Extension Options. County may renew this Contract for up to four (4) additional periods of up to 1 year each (each an "Extension Option").

- 3. **Scope of Services**. Contractor agrees to furnish Pima County the goods and/or services ("Goods & Services") described on Exhibit A: Delivery Requirements (1 page) and Exhibit B: Pricing (3 pages) to this Contract, under the terms and conditions of the City of Tucson Contract as modified by this Contract. The terms and conditions set forth in this Contract control over any inconsistent provisions in the City of Tucson Contract.

4. **Not-to-Exceed Amount.** Purchases under this Contract by the County may not exceed \$1,001,500.00 annually (the "NTE Amount").
5. **Indemnification Clause.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.
6. **Insurance Requirements:** Herein are minimum requirements for this Contract and in no way limit, the indemnity covenants contained in this Contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
 - 6.1. **Minimum Scope and Limits of Insurance:** Contractor shall procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. The Contractor is free to purchase additional insurance that required by the County. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements. Insurance Coverages and Limits: Contractor will procure and maintain, until all of its obligations have been discharged, coverage with liability limits not less than those stated below. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A- VII, unless otherwise approved by the County.
 - 6.2. **Commercial General Liability (CGL):** Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, personal/advertising injury and products – completed operations.
 - 6.3. **Pollution Liability:** For losses caused by pollution conditions that arise from the operations of the Contractor as described in the Scope of Services section of this Contract with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
 - 6.3.1. The policy must include coverage for pollution losses arising out of completed operations.
 - 6.3.2. The policy is to be written on an "occurrence" basis with no sunset clause. In the event that the Pollution Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract. That either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of ten (10) years beginning at the time this Contract is terminated.

- 6.3.3. Pollution coverage must apply to all phases of the work described in the Scope of Services in this Contract.
 - 6.3.4. The policy shall include coverage for property damage, and physical damage to, or destruction of, tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically damaged or destroyed including diminution in value.
 - 6.3.5. The policy shall include coverage for property damage, and physical damage to, or destruction of, tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically damaged or destroyed including diminution in value.
 - 6.3.6. The policy shall include defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
 - 6.3.7. The policy shall be endorsed, as required by this written agreement, to include Pima County, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
 - 6.3.8. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by the Contractor.
 - 6.3.9. The policy shall include Non-Owned Disposal Site coverage.
 - 6.3.10. The policy shall be endorsed, as required by this written agreement, to include Pima County, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
 - 6.3.11. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of Pima County, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by the Contractor.
- 6.4. **Business Automobile Liability:** Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$5,000,000 each accident.
- 6.5. **Workers' Compensation (WC) and Employers' Liability:** Arizona Statutory requirements and Employer's Liability coverage with policy limits of \$1,000,000 and each accident and each person - disease.
- 6.6. **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:
- 6.6.1. **Additional Insured:** The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

- 6.7. **Subrogation:** The General Liability, Business Automobile Liability and Workers' Compensation policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 6.8. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.
- 6.9. **Notice of Cancellation:** Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium.
- 6.10. **Verification of Coverage:** Contractor shall furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.
- 6.10.1. All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 6.10.2. All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.
- 6.10.3. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.
- 6.11. **Approval and Modifications:** The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing.
7. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
8. **Compliance with Laws.** Contractor will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that any subcontractors will be appropriately licensed. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
9. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down

of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

10. **Non-Appropriation of Funds.** Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.
11. **Public Information.** Pursuant to A.R.S. § 39-121 et seq. all documents submitted to County by Contractor, including but not limited to pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.
12. **Legal Arizona Workers Act Compliance.**
 - 12.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.
 - 12.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
 - 12.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.
 - 12.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract." CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR will further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

13. **Israel Boycott Certification.** Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.
14. **Written Orders.** County will order products or services under this Contract by issuing a Delivery Order (DO) document. Order documents will be furnished to Contractor via e-mail or telephone. If an order is given verbally, the County Department that issued the order will transmit a confirming order document to Contractor within five workdays of the date the verbal order is given.

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County Delivery Order (DO).

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this Contract. In particular, Contractor will not provide goods or services other than those described in this Contract, in excess of the NTE Amount, or after the Term of the Contract has ended, without a Contract amendment properly executed and issued by County, as provided below. Any items provided in excess of that stated in this Contract are at Contractor's own risk.

15. **Amendments.** The County may extend or revise this Contract by notifying Contractor in writing of the change, which notice will be in the form of a revised "Master Agreement." If Contractor does not object in writing to the proposed changes within ten (10) calendar days after receipt of the notice, Contractor will be deemed to have accepted the changes, and the revision will be binding on the parties, effective as of the date the notice was issued. If Contractor objects to one or more of the changes, then the proposed changes will be deemed to be ineffective.
16. **Invoice Submittal.** Invoices are to be sent to:

Pima County Finance & Risk Management- Accounts Payable
P.O. Box 791
Tucson AZ, 85701

17. **Notices.** Notices regarding this Agreement should be addressed to:

Maria Julia Canizales, Procurement Officer
Pima County Procurement, 130 W Congress 3rd Floor, Tucson, AZ 85701
520-724-8167, maria.canizales@pima.gov

IN WITNESS WHEREOF, the parties have approved this Cooperative Procurement Agreement and agree to be bound by the terms and conditions of the Contract on the dates written below.

APPROVED:

Chairman, Board of Supervisors

SENERGY PETROLEUM, LLC



Authorized Officer Signature

Date: _____

Mark Panzica, General Sales Manager
Printed Name and Title

Date: June 26, 2018

ATTEST:

Clerk of the Board

Date: _____

APPROVED AS TO FORM:



Chris Straub, Deputy County Attorney

6/26/2018
Date

Exhibit A: Delivery Requirements (1 Page)

DELIVERIES:

Contractor will provide County with Gasoline, Diesel, and Diesel Exhaust Fluid (DEF) in the estimated amounts and at the prices set forth in Exhibit B. Deliveries shall not be made at unattended locations without prior arrangements being made between the County and the contractor to insure definite delivery time and date.

Delivery to West Congress location must be between 6:00 p.m. and 6:00 a.m.

All Fuel deliveries to Ajo, AZ must be full load (6000 gallon +). Delivery of diesel will not necessarily be coordinated with delivery of unleaded fuel.

Contractor shall deliver diesel fuel to selected County priority emergency diesel powered generators on an as-needed basis or during an emergency incident. Deliveries of quantities as small as 900 gallons may be required. See list below.

Pima County Emergency Generators at 3434 E. 22nd Street, Tucson, Arizona:

PECOC01	1347 gallons AST
PECOC02	1347 gallons AST
PECOC03	1347 gallons AST

Exhibit B: Senergy Petroleum, LLC Pricing (3 Pages)

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR
TUCSON, AZ 85701

SENERGY PETROLEUM, LLC
PHOENIX, AZ

RFP NO. 171698
SENIOR CONTRACT OFFICER: CYNTHIA THOMPSON
PH: (520) 837-4134

GROUP 1 - GASOLINE		ATTACHMENT A - BEST AND FINAL OFFER						DATE: _____	
UNLEADED FUEL							Full Load+ Split Full Load Markup/Markdown	Partial Load Transportation Markup/Markdown	
Agency	Delivery Address	Tank Style	Tank Capacity	Estimated Annual Usage	Full Load+ Split Full Load	Partial Load			
Pima County	Tucson Locations								
		1301 S. Mission Road UST Exemption # 1001562.17	AST	15,000	350,000	350,000	n/a	\$ (0.0712)	
		130 W. Congress	Automated UST	12,000	150,000	150,000	n/a	\$ (0.0601)	
		4700 S. Houghton Road	Automated UST	15,000	150,000	150,000	n/a	\$ (0.0703)	
		3355 N. Dodge Blvd. UST Exemption #1001281-16	AST	8,000	100,000	100,000	n/a	\$ (0.0495)	
		East Ajo Way	Automated UST	15,000	300,000	300,000	n/a	\$ (0.0697)	
		North Tucson							
		4901 W. Ina Road	Automated UST	15,000	300,000	300,000	n/a	\$ (0.0525)	
		Green Valley							
		601 N. La Canada UST Exemption # 1001208-16	AST	12,000	100,000	100,000	n/a	\$ (0.0500)	
		Marana							
		12600 N. Sanders Road UST Exemption # 1001207-16	AST	10,000	40,000	40,000	n/a	\$ (0.0492)	
		Ajo, AZ							
	1131 N. Well Road	Automated UST	12,000	50,000	40,000	n/a	-0.005		
	A7 Ranch								
	Reddington Rd, San Manuel, AZ	AST	500	6,000	500	6,000 400+ gals	\$ 0.170		
	Lube Trucks								
	Bulk Plant Load		300	1,000	n/a	1,000 100-800 gals	\$ 0.0450		
Total Usage - Pima County				1,547,000	1,530,500	16,500			

}Revised 04/24/18

Exhibit B: Senergy Petroleum, LLC Pricing (3 Pages)

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
265 W. ALAMEDA, 8TH FLOOR
TUCSON, AZ 85701

**SENERGY PETROLEUM, LLC
PHOENIX, AZ**

RFP NO. 171698
SENIOR CONTRACT OFFICER: CYNTHIA THOMPSON
PH: (520) 837-4134

GROUP 2 - DIESEL		ATTACHMENT A - BEST AND FINAL OFFER					DATE: _____	
CLEAR ULTRA-LOW SULFUR DIESEL		Tank Style	Tank Capacity	Estimated Annual Usage	Full Load+ Split Full Load	Partial Load	Full Load+ Split Full Load Transportation Markup/Markdown	Partial Load Transportation Markup/Markdown
Agency	Delivery Address							
Pima County	Tucson Locations							
	1301 S. Mission Road UST Exemption # 1001562-17	AST	15,000	350,000	350,000	n/a	\$ (0.0745)	
	4700 S. Houghton Road	Automated UST	15,000	75,000	75,000	n/a	\$ (0.0876)	
	3355 N. Dodge Blvd. UST Exemption #1001281-16	AST	4,000	35,000	35,000 6,000+ gal	n/a	\$ (0.0765)	
	North Tucson							
	4901 W. Ina Road	Automated UST	15,000	80,000	80,000 6,000+ gal	n/a	\$ (0.0605)	
	Marana							
	12600 N. Sanders Road UST Exemption #1001207-16	AST	5,000	5,000	5,000 6,000+ gal	n/a	\$ (0.0150)	
	Stadium District							
	Tucson Electric Park Forgeus Way/Ajo Way	AST	350	5,000	n/a	5,000		\$ 0.13
A7 RANCH								
Reddington Rd, San Manuel, AZ	AST	3,000	3,500	n/a	3,000 400 gal		\$ 0.125	
Ajo, AZ								
1311 N. Well Road	Automated UST	12,000	15,000	n/a	n/a		-\$0.0055	
Lube Trucks	Bulk Plant Loads							
			1,070	45,000	n/a	45,000 100-800 gal		\$ 0.025
Total Usage - Pima County				263,500	195,000	68,500		
Total Usage - All				1,104,073	681,430	422,643		

}Revised 04/24/18

Exhibit B: Senergy Petroleum, LLC Pricing (3 Pages)

CITY OF TUCSON
 DEPARTMENT OF PROCUREMENT
 255 W. ALAMEDA, 6TH FLOOR
 TUCSON, AZ 85701

**SENERGY PETROLEUM, LLC
 PHOENIX, AZ**

RFP NO. 171698
 SENIOR CONTRACT OFFICER: CYNTHIA THOMPSON
 PH: (520) 837-4134

GROUP 5-DIESEL EXHAUST FLUID	ATTACHMENT A - BEST AND FINAL OFFER					DATE: _____
DEF Agency	Delivery Address	Tank Style	Tank Capacity	Estimated Annual Usage	Price Per Gallon	Extended Price
Pima County	Tucson Location 1301 S. Mission Road UST Exemption # 1001562.17 Diesel Exhaust Fluid (DEF)	AST	450	5,000	\$1.39	\$6,950.00
Total Usage-DEF				5,000		



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

**THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION**

Master Agreement No: 1800000000000000350

MA Version: 1

Page: 1 of 2

Description: Diesel Exhaust Fluid (DEF) (Primary)

I S S U E R	<p>Pima County Procurement Department 130 W. Congress St. 3rd Fl Tucson AZ 85701</p> <p>Issued By: MARIA CANIZALES Phone: 5207248167 Email: maria.canizales@pima.gov</p>
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T E R M S	<p>Initiation Date: 07-03-2018 Expiration Date: 07-02-2019</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <tr> <td style="padding: 2px;">NTE Amount:</td> <td style="padding: 2px;">\$6,500.00</td> </tr> <tr> <td style="padding: 2px;">Used Amount:</td> <td style="padding: 2px;">\$0.00</td> </tr> </table>	NTE Amount:	\$6,500.00	Used Amount:	\$0.00
NTE Amount:	\$6,500.00				
Used Amount:	\$0.00				

V E N D O R	<p>The SoCo Group Inc 5962 Priestly Drive Carlsbad CA 92008</p>	<p>Contact: Greg Barnicle Phone: 520-271-8622 Email: gbarnicle@socogroup.com Terms: 0.00 % Days: 30</p>
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Shipping Method:	Vendor Method
Delivery Type:	Standard Ground
FOB:	FOB Dest, Freight Prepaid
<p>Modification Reason Award of contract for an initial term of one (1) year in the annual award amount of \$6,500.00 with four (4) one-year renewal options. Attachment: Cooperative Agreement.</p>	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



PIMA COUNTY

MASTER AGREEMENT DETAILS

Master Agreement No: 18000000000000000350

MA Version: 1

Page: 2 of 2

Line	Description					
1	DEF Discount 0.0000 %	UOM GAL	Unit Price \$1.19	Stock Code	VPN	MPN
2	Free form line Discount 0.0000 %	UOM	Unit Price \$0.00	Stock Code	VPN	MPN

Pima County Procurement Department
Administering Department: Fleet Services

Project: Diesel Exhaust Fluid (DEF)

Contractor: The Soco Group – Primary Vendor
885 W. Gila Bend Hwy
Casa Grande, AZ 85122

Amount: \$6,500.00

Funding: Fleet Services Ops

Pima County Contract No.: MA-PO-18-350

CONTRACT

NO. MA-PO-18-350

AMENDMENT NO. _____

This number must appear on all
invoices, correspondence and
documents pertaining to this
contract.

COOPERATIVE PROCUREMENT AGREEMENT

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is between Pima County, a political subdivision of the State of Arizona ("County"), and The Soco Group. ("Contractor").
- 1.2. Authority. Pima County is authorized by Pima County Code § 11.24.010 and A.R.S. § 41-2632 to enter into cooperative purchasing arrangements. Pima County has entered into such an agreement with City of Tucson (Pima County contract no. 171698).
- 1.3. Contract.
 - 1.3.1. City of Tucson entered into a contract (Contract No. 171698) for specified goods and services with The Soco Group, which is currently in effect (the "City of Tucson Contract"). The City of Tucson Contract is incorporated into this Contract by this reference.
 - 1.3.2. Section one (1) of the Special Terms and Conditions of the City of Tucson Contract provides that another governmental entity with which the City of Tucson has a cooperative purchasing agreement may, with Contractor's approval, purchase products and services at the same prices and under the same terms as in the City of Tucson Contract.

2. Term.

- 2.1. Original Term. This Contract is effective for a one-year period commencing on 07/03/2018 (the "Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised Extension Options.
- 2.2. Extension Options. County may renew this Contract for up to four (4) additional periods of up to 1 year each (each an "Extension Option").

- 3. Scope of Services**. Contractor agrees to furnish Pima County the goods and/or services ("Goods & Services") described on Exhibit A: Delivery Requirements (1 page) and Exhibit B: Pricing (1 page), under the terms and conditions of the City of Tucson Contract as modified by this Contract. The terms and conditions set forth in this Contract control over any inconsistent provisions in the City of Tucson Contract.

- 4. Not-to-Exceed Amount**. Purchases under this Contract by the County may not exceed \$6,500.00 annually (the "NTE Amount").

5. **Indemnification Clause.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.
6. **Insurance Requirements:** Herein are minimum requirements for this Contract and in no way limit, the indemnity covenants contained in this Contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 6.1. **Minimum Scope and Limits of Insurance:** Contractor shall procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. The Contractor is free to purchase additional insurance that required by the County. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements. Insurance Coverages and Limits: Contractor will procure and maintain, until all of its obligations have been discharged, coverage with liability limits not less than those stated below. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A- VII, unless otherwise approved by the County.
- 6.2. **Commercial General Liability (CGL):** Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, personal/advertising injury and products – completed operations.
- 6.3. **Pollution Liability:** For losses caused by pollution conditions that arise from the operations of the Contractor as described in the Scope of Services section of this Contract with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- 6.3.1. The policy must include coverage for pollution losses arising out of completed operations.
- 6.3.2. The policy is to be written on an "occurrence" basis with no sunset clause. In the event that the Pollution Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract. That either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of ten (10) years beginning at the time this Contract is terminated.
- 6.3.3. Pollution coverage must apply to all phases of the work described in the Scope of Services in this Contract.

- 6.3.4. The policy shall include coverage for property damage, and physical damage to, or destruction of, tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically damaged or destroyed including diminution in value.
- 6.3.5. The policy shall include coverage for property damage, and physical damage to, or destruction of, tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically damaged or destroyed including diminution in value.
- 6.3.6. The policy shall include defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
- 6.3.7. The policy shall be endorsed, as required by this written agreement, to include Pima County, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- 6.3.8. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of Pima County, and its departments, districts, officials, agents, and employees for losses arising from work performed by the Contractor.
- 6.3.9. The policy shall include Non-Owned Disposal Site coverage.
- 6.3.10. The policy shall be endorsed, as required by this written agreement, to include Pima County, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- 6.3.11. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of Pima County, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by the Contractor.
- 6.4. **Business Automobile Liability:** Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$5,000,000 each accident.
- 6.5. **Workers' Compensation (WC) and Employers' Liability:** Arizona Statutory requirements and Employer's Liability coverage with policy limits of \$1,000,000 and each accident and each person - disease.
- 6.6. **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:
 - 6.6.1. **Additional Insured:** The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- 6.7. **Subrogation:** The General Liability, Business Automobile Liability and Workers' Compensation policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- 6.8. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.
- 6.9. **Notice of Cancellation:** Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium.
- 6.10. **Verification of Coverage:** Contractor shall furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.
- 6.10.1. All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 6.10.2. All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.
- 6.10.3. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.
- 6.11. **Approval and Modifications:** The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing.
7. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
8. **Compliance with Laws.** Contractor will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that any subcontractors will be appropriately licensed. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
9. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
10. **Non-Appropriation of Funds.** Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and

available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

11. **Public Information.** Pursuant to A.R.S. § 39-121 et seq. all documents submitted to County by Contractor, including but not limited to pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

12. **Legal Arizona Workers Act Compliance.**

12.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.

12.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

12.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

12.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract." CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration

laws applicable to CONTRACTOR's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR will further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

13. **Israel Boycott Certification.** Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.

14. **Written Orders.** County will order products or services under this Contract by issuing a Delivery Order (DO) document. Order documents will be furnished to Contractor via e-mail or telephone. If an order is given verbally, the County Department that issued the order will transmit a confirming order document to Contractor within five workdays of the date the verbal order is given.

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County Delivery Order (DO).

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this Contract. In particular, Contractor will not provide goods or services other than those described in this Contract, in excess of the NTE Amount, or after the Term of the Contract has ended, without a Contract amendment properly executed and issued by County, as provided below. Any items provided in excess of that stated in this Contract are at Contractor's own risk.

15. **Amendments.** The County may extend or revise this Contract by notifying Contractor in writing of the change, which notice will be in the form of a revised "Master Agreement." If Contractor does not object in writing to the proposed changes within ten (10) calendar days after receipt of the notice, Contractor will be deemed to have accepted the changes, and the revision will be binding on the parties, effective as of the date the notice was issued. If Contractor objects to one or more of the changes, then the proposed changes will be deemed to be ineffective.

16. **Invoice Submittal.** Invoices are to be sent to:

Pima County Finance & Risk Management- Accounts Payable
P.O. Box 791
Tucson AZ, 85701

17. **Notices.** Notices regarding this Agreement should be addressed to:

Maria Julia Canizales, Procurement Officer
Pima County Procurement, 130 W Congress 3rd Floor, Tucson, AZ 85701
520-724-8167, maria.canizales@pima.gov

(The remainder of page is left blank intentionally)

IN WITNESS WHEREOF, the parties have approved this Cooperative Procurement Agreement and agree to be bound by the terms and conditions of the Contract on the dates written below.

APPROVED:

Chairman, Board of Supervisors

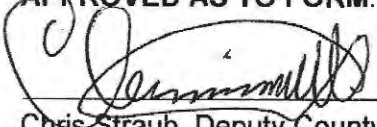
Date: _____

ATTEST:

Clerk of the Board

Date: _____

APPROVED AS TO FORM:


Chris Straub, Deputy County Attorney

6/26/2018
Date

THE SOCO GROUP


Authorized Officer Signature

GREG BARNICLE ACTERRITORY MGR
Printed Name and Title

Date: 6-27-18

Exhibit A: Delivery Requirements (1 Page)

DELIVERIES:

Contractor will provide County with Gasoline, Diesel, and Diesel Exhaust Fluid (DEF) in the estimated amounts and at the prices set forth in Exhibit B. Deliveries shall not be made at unattended locations without prior arrangements being made between the County and the contractor to insure definite delivery time and date.

Delivery to West Congress location must be between 6:00 p.m. and 6:00 a.m.

All Fuel deliveries to Ajo, AZ must be full load (6000 gallon +). Delivery of diesel will not necessarily be coordinated with delivery of unleaded fuel.

Contractor shall deliver diesel fuel to selected County priority emergency diesel powered generators on an as-needed basis or during an emergency incident. Deliveries of quantities as small as 900 gallons may be required. See list below.

Pima County Emergency Generators at 3434 E. 22nd Street, Tucson, Arizona:

PECOC01	1347 gallons AST
PECOC02	1347 gallons AST
PECOC03	1347 gallons AST

Exhibit B: The Soco Group Pricing (1 Page)

CITY OF TUCSON
 DEPARTMENT OF PROCUREMENT
 255 W. ALAMEDA, 6TH FLOOR
 TUCSON, AZ 85701

**THE SOCO GROUP
 CASA GRANDE, AZ**

RFP NO. 171698
 SENIOR CONTRACT OFFICER: CYNTHIA THOMPSON
 PH: (520) 837-4134

GROUP 5-DIESEL EXHAUST FLUID		ATTACHMENT A - BEST AND FINAL OFFER				6/4/2018	
DEF	Delivery Address	Tank Style	Tank Capacity	Estimated Annual Usage	Price Per Gallon	Extended Price	
Agency							
Pima County	Tucson Location 1301 S. Mission Road UST Exemption # 1001562.17 Diesel Exhaust Fluid (DEF)	AST	450	5,000	\$1.19	\$7,300.00	
Total Usage-DEF				5,000			