FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT

520 Fifth Ave. Fairbanks, AK 99701 (907) 452-2000 (907) 451-4465 [fax]

INVITATION FOR BIDS

Solicitation No: 23-R0015

Greetings:

You are invited to submit your bids for:

BULK FUEL DISPENSED INTO TANKS, KEEP FULL BASIS

Bids must be received at the School District Purchasing Office prior to: 06/01/23 3:00 PM

where they will be opened in public and read aloud.

A prebid conference will be held at the Purchasing Office at 05/25/23 10:00 AM.

To attend virtually via Google Meet:
Video Call Link: meet.google.com/nuc-bsff-urm
Or dial: (US) (US) +1 432-652-6368; PIN: 737 646 576#

Method of Award: BY LOT

This solicitation consists of the sections listed in the table of contents which will be part of any resulting contract.

FAX 'D BIDS ARE NOT ACCEPTABLE. Bids shall be submitted on the BID SCHEDULE AND OFFER provided in Section IV. The BID SCHEDULE AND OFFER will be completed in accordance with the instructions provided herein and signed by an officer authorized to bind the company.

Sincerely,

Cleofe Martian
Purchasing Agent

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SECTION I - INSTRUCTIONS TO BIDDERS
ITB

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1. AUTHORITY

This solicitation is issued pursuant to Fairbanks North Star Borough School District Board Policy 440 as supplemented by Administrative Regulation 440.12.

2. PURPOSE

These instructions outline the procedures to be followed in submission of a bid or quotation, the evaluation of bids and quotations, and the award of a contract. The terms "solicitation", "request for quotation" (RFQ), and "invitation for bids" (IFB) are used interchangeably and have the same meaning in these instructions. The terms "offer", "bid", and "quotation" all refer to a vendor's offer to sell at the prices specified on the bid schedule and are used interchangeably.

3. SOLICITATION REVIEW

Offerors shall carefully review this solicitation for ambiguities. Offeror's comments concerning ambiguities in this solicitation must be made in writing and received by the Buyer at least four (4) working days before the due date. Such comments will allow time for an amendment to be issued, if one is required. Offerors should send any such comments to the Buyer listed on the front of this solicitation. Offeror's protests based upon any omissions, errors, or the content of this solicitation will be disallowed if not made known prior to the solicitation opening.

4. INTERPRETATION OR REPRESENTATIONS

The FNSB School District assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated in a written amendment to

this solicitation. No oral interpretation will be made to any Offeror as to the meaning of this solicitation or any part thereof. Every request for such interpretation shall be made in writing to the Buyer. Oral explanations or instructions given before the award of the contract will not be binding. Every interpretation made to an offeror will be in the form of an amendment to this solicitation, but it shall be the offeror's responsibility to make inquiry as to the amendments issued. All amendments shall become part of the contract and all offerors shall acknowledge receipt of the amendments. Failure to acknowledge receipt of the amendment may be cause for rejection of bids as non-responsive.

5. **PRE-BID CONFERENCE**

Pre-bid conferences are held to give bidders an opportunity to address deficiencies, defective specifications, and other concerns contained in the bid document. The purpose is to identify and resolve issues that have the potential of generating an award protest based on defective or ambiguous specifications. Unless defective specifications are brought to the FNSB School District's attention at the pre-bid conference, or as stated in the "Solicitation Review" clause, above, protests or appeals of award based on alleged defective specifications will not be favorably considered.

6. **CONFLICTING TERMS**

In the event that the Special Terms and Conditions (Section III) conflict with the Conditions of Purchase (Section II) or the Instructions to Bidders (Section I), the Special Terms and Conditions shall take precedence over Sections I and II of this solicitation.

7. **SOLICITATION FORMS**

Offerors will submit bids or quotations on the BID SCHEDULE AND OFFER provided in Section IV, and the FTA Certifications (Debarment and Suspension Certification and the Lobbying Certification). Bids shall be signed in the designated field of the BID SCHEDULE AND OFFER form by an agent authorized to bind the company submitting the bid. All alterations/corrections of the bid shall be initialed by the signer of the bid.

8. **QUANTITIES**

Unless otherwise specified herein, the School District intends to purchase the quantities indicated on the BID SCHEDULE AND OFFER form. However the School District's requirements may increase prior to issuing a purchase order and reserves the right to increase quantities at its discretion.

9. **FIRM PRICING**

Unless otherwise specified herein, the vendor shall hold prices bid good and firm for a period of 60 days to allow for bid evaluation. If this solicitation is for a requirements or term contract, the period of performance is specified in Section IV, Bid Schedule and Offer.

10. **SUBMITTING BIDS**

a. Bids must be submitted in a sealed envelope, marked and addressed as shown below. Envelopes with bid numbers written on the outside will not be opened until the scheduled date and time. Bids must be received prior to the opening date and time.

| Bidder's Return Address
XXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX

FNSB School District
Purchasing Department
520 Fifth Ave, 3rd Floor, Suite C
Fairbanks, Alaska 99701

Bid No: (insert the bid number on your envelope)
| Opening Date: (insert the opening date on your envelope)

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b. Neither the Fairbanks North Star Borough School District nor its officers or employees shall be responsible for the premature opening or failure to open a bid which is not properly addressed and identified.

c. The FNSB School District Purchasing Department is located at 520 Fifth Ave, Fairbanks, Alaska, 99701; and is open for business from 8:00 a.m. to 12:00 noon and 1:00 p.m. to 4:30 p.m., Monday through Friday. Acceptance of Special Delivery mail is not available Saturday, Sunday or holidays. The ultimate responsibility for the delivery of the bid document lies with the bidder. The FNSB School District shall make no concession regarding postal service or any other form of conveyance of the bid document even when timely delivery of the bid fails through no fault of the bidder.

d. Bidders are encouraged to mail return bids at least five (5) working days prior to bid opening. Bids mailed less than five (5) working days before opening should be sent by Postal Express, UPS, FedEx, or similar service.

e. This is a suggestion only to minimize late bids received and does not negate the aforementioned disposition of late bids.

11. **LATE BIDS**

Bids received after the exact date and time specified for opening shall not be considered, and shall be held unopened by the FNSB School District until after the award of the contract. The FNSB School District reserves the right, at its discretion, to consider bids which have been delayed or mishandled by the FNSB School District.

12. **PRICES**

a. The offeror shall state prices in the units of purchase specified on the BID SCHEDULE AND OFFER form. Prices quoted for commodities or services must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized, or the services can be provided without further cost.

b. Prices quoted must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the FNSB School District, the offeror may list such taxes separately, directly below the unit price for the affected item.

c. The School District shall receive the benefit of any general reduction in Seller's price prior to delivery and in no event shall the School District be charged higher prices than the Seller's similar customers who take delivery in substantially the same amounts and substantially similar circumstances.

13. **SPECIFICATIONS**

The specifications contained herein reflect items that have been purchased in the past or of known quality and are acceptable to the FNSB School District. If the item specifications indicate "or equal" or "approved equal", Offerors may offer other than the specified item if the item offered is equal to that specified in general style, type, quality, workmanship, economy of operation, performance, characteristics, and suitability for the purpose intended. Offerors must identify the brand name offered, provide descriptive literature, and be prepared to provide samples if called for during evaluation. Descriptive literature provided must be of sufficient scope so as to allow the FNSB School District to make an intelligent determination as to the suitability of the product offered for the FNSB School District's needs. Failure to provide adequate descriptive literature may be cause to declare the bid non-responsive and reject the bid. The FNSB School District retains the sole right to determine if a product offered is, in fact, equal to that specified in this RFQ. If there is any doubt as to the suitability of a product offered on an “or equal” basis, the product will be rejected in favor of an offer to provide the specified product. The offeror warrants the alternate product to be equal or better than the specified item in quality, workmanship, economy of operation, performance, and characteristics; and is suitable for the purpose intended. If the item specifications indicates "no substitute" or "only", offers for only the specified item will be considered. All

items provided as a result of this solicitation shall be new, manufacturer's warranties shall survive School District ownership and the offeror shall honor such warranties.

14. **ALTERNATE BIDS**

Alternate bids will not be considered unless specifically requested.

15. **WITHDRAWAL, MODIFICATION, OR CORRECTION**

Bids may be modified, corrected, or withdrawn on written, FAX or emailed request if received prior to the time set for bid opening. Bids may not be modified, corrected or withdrawn verbally. The offeror bears the same responsibility for delivery of bid modifications, corrections or withdrawals as for the original document. All modifications, corrections, or requests for withdrawals must be clearly marked as such. The original bid, as modified by such written communication will be considered as the offer. No offeror will be permitted to withdraw his bid after the time set for opening bids.

16. **VENDOR TAX ID NUMBER**

If goods or services procured through this solicitation must be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the FNSB School District before payment will be made.

17. **ACCEPTANCE OR REJECTION OF BIDS**

a. The FNSB School District may cancel the solicitation if such cancellation is in the best interest of the FNSB School District.

b. A bid may be rejected when (1) the bid is not signed, (2) the offeror has failed to perform under some other contract with the FNSB School District, (3) the offeror fails to supply bid or performance bonds, plans, specifications, samples, descriptive literature, etc., when such item is called for in this solicitation, (4) the bid fails to include acknowledgment of all amendments issued, (5) the bid contains an alteration or erasure which is not initialed by the signer, (6) the offeror changes or qualifies a material term or condition of the solicitation.

c. The FNSB School District has the authority to waive any and all minor deviations or irregularities on any or all bids.

d. The School District reserves the right to reject all offers and procure the specified supplies or services from contracts let by other government agencies.

18. **AWARD OF CONTRACT**

a. The resulting contract will be awarded to the responsible offeror submitting the low, responsive bid complying with the requirements of this invitation, provided his bid is reasonable and it is in the best interest of the FNSB School District to accept it. The FNSB School District, however, reserves the right to reject any and all bids and to waive any minor informality or irregularity in bids received whenever such rejection or waiver is in the FNSB School District's best interest.

b. The FNSB School District reserves the right to reject the bid of an offeror who has previously failed to perform properly or complete on time contracts of a similar nature; to reject the bid of an offeror who is not, in the opinion of the FNSB School District, in a position or qualified to perform the contract; and any or all bids when such rejection is in the best interest of the FNSB School District.

c. A contract will be awarded by issuing a School District Purchase Order to the successful offeror.

d. Public notice of award will be made through posting a tabulation of bids/quotations to the School district "Bid Board" located outside the Purchasing Dept. in the Administrative Center.

e. Method of Award: Lot.

i. An award in the aggregate is an "all or nothing" solicitation where the award is made to the bidder whose total price is the lowest. The total price is calculated as the sum of the extended prices. The extended prices are calculated by multiplying the bid price times

the quantity. You must bid on every item in an aggregate award solicitation for your bid to be responsive.

ii. An award by lot is several aggregate award groups consolidated into one solicitation. Each lot is awarded separately. The lot bid is calculated the same as an aggregate award except each lot is calculated separately. You must bid on every item within a lot for your bid to be considered responsive for that lot.

19. **CONTRACT FUNDING**

Award in part or in whole is contingent upon available funding. In the event adequate funds are not appropriated and allocated by the School Board, the School District reserves the right to cancel multi-year term or requirements at no penalty.

20. **QUALIFICATIONS OF OFFERORS**

At the option of the FNSB School District, and prior to Contract Award, an offeror may be requested to submit a detailed statement of his qualifications, including his previous experience in performing similar or comparable contracts, his business and technical organization, his financial resources and his equipment and plant available to be used in performing the contemplated contract. The FNSB School District shall have the right to take such steps as it deems necessary to determine the ability of the offeror to perform his obligations under the Contract and the offeror shall furnish the FNSB School District all such information and data for this purpose as may be requested. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the FNSB School District the offeror is qualified to carry out properly the terms of the Contract.

21. **RESPONSIVE BID**

A responsive bid is one which conforms in all material respects to the solicitation. The FNSB School District reserves the right to waive technicalities or minor informalities in determining an offeror's responsiveness.

22. **RESPONSIBLE OFFEROR**

A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

23. **AGGRIEVED BIDDERS**

The FNSB School District administration shall post its Notice of Intent to Award by 12:00 noon, on Wednesday preceding the scheduled Tuesday School Board meeting for those contracts requiring School Board approval. Any aggrieved bidder may appeal the award of a contract to the School Board in writing, for those contracts requiring School Board action. The appeal must be received by the Superintendent of Schools prior to 12:00 noon on the day of the School Board meeting at which award of the contract is to be made. Appeals of contract awards not requiring School Board action must be submitted not later than close of business five (5) calendar days after the posting of the bid results at the Purchasing Office. The appeal must include the name of the person submitting the protest, the name of the bidder represented by that person, the specific bid which is being appealed, a detailed explanation of the reasons for the appeal and the form of relief requested. The aggrieved bidder must serve all other bidders with the notice of the appeal in order to afford them the opportunity to rebut. Failure to give written notice of the appeal provided herein constitutes a waiver by the aggrieved bidder's right of any objection to the award. (FNSB School District Board Policy 442.21 - 442.24; Administrative Regulation 440.12.6.C)

24. **BID PREPARATION COSTS**

The FNSB School District is not liable for any costs incurred by the offeror in bid preparation.

SECTION II - CONDITIONS OF PURCHASE GOODS

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FNSB School District is hereinafter referred to as "Buyer".

The following conditions apply to any Purchase Order issued by the Buyer as a result of this solicitation.

1. **ACCEPTANCE**

   Issue of a School District Purchase Order shall constitute acceptance of the Bidder's offer including all the terms and conditions specified in the solicitation. Receipt of a Purchase Order shall cause initiation of performance by the Seller. Acceptance is limited to the terms stated herein. Any additional or different terms and conditions proposed by the Seller are rejected unless expressly agreed to in writing by an authorized representative of the Buyer's Purchasing Department.

2. **APPLICABLE LAW AND DISPUTES**

   Any dispute with respect to this Order shall be governed by the laws of Alaska and FNSB School Board Policies. Any appeal of an administrative order and any original action to enforce any provision of this agreement or to obtain any relief from remedy in connection with this agreement may be brought only in the Superior Court for the Fourth Judicial District of Alaska.

3. **CONTINUING OBLIGATION OF SELLER**

   Notwithstanding the expiration date of a contract resulting from this Order, the Seller is obligated to fulfill his responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.

4. **ASSIGNMENT**

This Order or any interest hereunder shall not be assigned or transferred by the Seller without the prior written consent of the Buyer. The Buyer shall not consent to any proposed assignment unless and until the Seller furnishes the Buyer with two (2) executed copies of the assignment.

5. **CHANGES**

The Buyer may, at any time, and from time to time by written order from the Buyer's Purchasing Department to the Seller, make changes in any one or more of the following: (a) method of shipment or packing; and (b) time and/or place of delivery; and (c) the quantity of items ordered. If such change causes an increase or decrease in the price of the Order or the time required to perform, an equitable adjustment shall be made and the Order modified in writing accordingly. Any claim by the Seller hereunder must be asserted in writing within fifteen (15) days from the date the change is ordered. Whether made pursuant to this clause or by mutual agreement, changes shall not be binding upon the Buyer, except when confirmed in writing by a member of the Buyer's Purchasing Department.

6. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

FNSBSD will comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, [2 CFR 200.318/2 CFR 200.319/7 CFR 3016.36].

The Seller shall comply with all applicable Federal, State and Local laws and ordinances and all lawful orders, rules and regulations thereunder, including the applicable provisions of the Fair Labor Standards Act of 1938 as amended (29 U.S.C. Sec. 201219) and the Occupational Safety and Health Act of 1970 and all regulations and standards and any amendments issued pursuant thereto. The Seller warrants that the items delivered shall comply with the foregoing.

The Seller shall comply with the applicable provisions of the Federal Civil Rights Act of l964 and all amendments thereto, and the Equal Employment Opportunity Act and all amendments thereto, the FNSB School Board Policy, article 441, and all regulations issued thereunder by the Federal and State governments. If the contractor fails to comply with such acts and regulations, the School District shall have the right to immediately terminate this contract.

7. **INDEMNITY**

Except for claims arising out of acts caused by the sole negligence of the Buyer, its agents, servants or employees, the Seller agrees to indemnify and hold harmless the School District, its agents, servants and employees, from acts or omissions of any nature whatsoever of the Seller, its agents, servants and employees, causing injury to, or death of person(s) or damage to property during the term of this contract, and from any expense incident to the defense of the School District therefrom. The Seller agrees to hold the FNSB School District harmless from and to defend it against, any and all claims arising from the purchase, installation, and/or use of the equipment, articles and/or materials which are the subject of this Order.

8. **DEFAULT**

a. The Buyer may terminate this Order in whole or in part by written, telegraphic, or FAX notice:

i. if the Seller shall become insolvent or make a general assignment for the benefit of creditors, or

ii. if the Seller shall become insolvent or make a general assignment for the benefit of creditors, or

iii. if a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated within ten (10) days after it is filed, or

iv. if the Seller fails to make delivery of the items or to perform the services within the time specified in this Order, or any increments thereof or extensions thereto, or

v. if the Seller fails to perform any other obligations under this Order, or so fails to make progress, so as to endanger performance of this Order, or

vi. if the Seller's financial condition shall become such as to endanger completion of performance.

b. If the Buyer terminates this Order in whole or in part as provided in paragraph (9.1) of this clause, the Buyer may procure, upon such terms and in such manner as the Buyer may deem appropriate, items similar to those terminated, and the Seller shall be liable to the Buyer for any excess costs of such similar items; however, the Seller shall continue the performance of this Order to the extent not terminated,

c. The rights and remedies of the Buyer provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Order.

9. **DELAYS**

The Seller shall not be liable for any delays in delivery caused by circumstances beyond its control including acts of God or of the public enemy, acts of the United States Government, fire, floods, epidemics, quarantine restrictions, strikes, or embargoes. When any delays in delivery will occur or are anticipated, the Seller shall immediately give notice thereof to the Buyer.

10. **DELIVERY**

The Buyer reserves the right to refuse late deliveries. Overshipment allowances, if authorized, will be applied to the entire Order. If the Buyer agrees to accept deliveries after the date of delivery has passed, the Buyer shall have the right to direct the Seller to make shipment to the delivery point set forth in this Order by the most expeditious means and the total cost of such expedited shipment and handling shall be borne by the Seller. Acceptance of late deliveries shall not be deemed a waiver of the Buyer's right to hold the Seller liable for any loss or damage resulting therefrom, nor shall it act as a modification of the Seller's obligation to make future deliveries in accordance with the delivery schedule.

11. **MATERIAL SAFETY DATA SHEETS**

In accordance with SARA (Superfund Amendments and Reauthorization Act) Title III, the Seller is required to provide Material Safety Data Sheets (MSDS) for all hazardous and potentially hazardous material shipped pursuant to this order. The appropriate MSDS shall be included with each shipment if required by the SARA.

12. **INSPECTION AND ACCEPTANCE**

a. All items are subject to final inspection and acceptance after delivery at the Buyer's plant.

b. If any items are defective in material or workmanship or otherwise not in conformity with the requirements of this Order, the Buyer shall have the right to require their correction or to require replacement.

c. Final acceptance or rejection shall be made by the Buyer as promptly as practicable after delivery. If not rejected within ten (10) working days after delivery, items shall be deemed to have been accepted.

d. Final acceptance shall be conclusive except with respect to latent defects, fraud or such gross mistakes as amount to fraud, or with respect to the Buyer's rights under the "Warranty" clause.

13. **INVOICING AND PAYMENT**

A separate invoice shall be issued for each shipment and shall include the Purchase Order number. Invoices shall not be issued prior to delivery of items. Payment shall not be made prior to receipt of items and an invoice. Credit and discount periods will be computed from the date of receipt of the invoice to the date the Buyer's check is mailed. Payment will be made thirty (30) days after the latter of (1) receipt of goods, (2) receipt of proper billing for goods, and (3) receipt of all documents required by this Order. The FNSB School District will not pay state/local taxes, interest or late charges.

14. **CREDIT CARD PAYMENT**

The District may, at its option, make payment of invoices by use of credit card. The District currently utilizes a MasterCard based credit card operated through Bank of Montreal (BMO). If a credit card is used

for payment of invoice, the payment shall include a credit card surcharge equal to the rate quoted on the Bid Schedule and Offer form. The credit card surcharge shall be indicated on the invoice as a charge separate from the product cost.

15. **MODIFICATION OF ORDER**

This Order contains all the agreements and conditions of sale and no course of dealing or usage of the trade shall be applicable unless expressly incorporated in this Order. The terms and conditions contained in this Order may not be added to, modified, superseded or otherwise altered except by a written modification signed by an authorized representative of the Buyer's Purchasing Department and delivered by the Buyer to the Seller. Each delivery shall be deemed to be only upon the terms and conditions contained in this Order notwithstanding any terms and conditions that may be contained in any acknowledgment, invoice or other form of the Seller, and notwithstanding the Buyer's act of accepting or paying for any delivery or similar act of the Buyer.

16. **NO WAIVER OF CONDITIONS**

The Buyer's failure to insist upon strict compliance shall not be deemed to be a waiver of any right, and waiver of a right under this Order shall not constitute a waiver of any other right or waiver of any other default under this Order.

17. **PACKING AND MARKING**

The Seller shall be responsible for safe and adequate packing of the items which shall conform to the requirements of carriers' tariffs. The Seller shall separately mark all cases and packages with the appropriate Purchase Order number. An itemized packing slip, bearing the Purchase Order number shall be placed in each container. No extra charge shall be made for packaging or packing materials unless authority therefore is set forth in this Order.

18. **PATENT INDEMNITY**

The Seller shall indemnify and hold harmless the Buyer, its customers and those for whom the Buyer may act, from and against all legal expenses which may be incurred as well as all damages, losses and costs which may be assessed against or borne by the Buyer by reason of any and all actions or proceedings charging infringement of any patent, trademark or copyright by reason of the sale or use of any items delivered hereunder. If the use or sale of such item, with respect to which the Seller indemnifies the Buyer, is enjoined as a result of such action or proceeding, the Seller, at no expense to the Buyer, shall obtain for the Buyer and its customers, the right to use and sell said items or shall substitute equivalent items. In the event that the Seller is unable to secure an equivalent item as a substitute, the Seller will indemnify the Buyer and its customers for any kind and all losses or damages sustained by reason of such injunction and infringement.

19. **PRICES**

The Seller warrants that the price of the items covered by this Order are not in excess of the Seller's lowest prices in effect on the date of this Order for comparable quantities of similar items.

20. **TAXES**

The School District is exempt from Federal, State, and Local taxes. A certificate of tax exemption will be provided to the Seller on request.

21. **TITLE AND RISK OF LOSS**

The Seller shall retain title to and risk of loss or damage to all items to be delivered hereunder until final acceptance by the Buyer at the Buyer's plant.

22. **WARRANTY**

The Seller warrants that the items, at time of delivery, shall conform to the Seller's specifications, the requirements of this Order, approved sample or samples, if any, and are free from defects in design, material and workmanship. This warranty shall remain in effect for a one (1) year period after delivery or for such period of time as the item is normally warranted. At the Buyer's option, the Seller shall promptly either repair or replace defective items after receipt of the Buyer's written notice of a defect. Transportation

charges for the return and redelivery of defective items shall be borne by the Seller. All implied warranties recognized by the Uniform Commercial Code apply to this Order and the Seller shall not issue any disclaimer to the UCC. Unless otherwise stated herein, all items shall be new, manufacturer's warranties shall survive School District ownership and the Seller shall honor such warranties.

23. **TERMINATION FOR CONVENIENCE**

The School District may terminate a contract, in whole or in part, without showing cause upon giving written notice to the Contractor. The School District shall pay all reasonable costs incurred by the Contractor up to the date of termination. The Contractor will not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

24. **TERMINATION CONTINGENCY**

If the Buyer terminates this Contract in whole or in part under the "Default", "Termination for Convenience", "Price Escalation/de-escalation" clauses, or any other reason authorized by the School Board Procurement Policy or contained herein, the Buyer may cover by procurement of items or services similar to those terminated, upon such terms and in such a manner as the Buyer may deem appropriate.

25. **STRICT LOYALTY**

The Contractor and its employees shall avoid all circumstances and actions which would place the Contractor in a position of divided loyalty with respect to the obligations undertaken under this Contract. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form (SF-LLL), "Disclosure Form to Report Lobbying," in accordance with the instructions therein.

26. **DEBARMENT**

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any governmental department or agency. This certification represents a recurring certification made at the time any order is placed under this Contract.

SECTION III - SPECIAL TERMS AND CONDITIONS

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1. REQUIREMENTS CONTRACT

This solicitation is issued to establish a mandatory use requirements contract between the successful bidder (Seller) and the Fairbanks North Star Borough School District and the Fairbanks North Star Borough (Buyer) for the purchase and delivery of diesel fuel, and heating fuel oil on a “keep full” basis. The Seller agrees to supply the items identified on the “Bid Schedule and Offer” Form to the Buyer for the term of this contract. The successful bidder (Seller) and the FNSB School District (Buyer). The Seller agrees to supply the items identified on the bid schedule or RFQ Form to the Buyer for the term of this contract. The Buyer agrees to place orders with the seller as requirements occur.

2. QUANTITIES

The quantities specified on the Bid Schedule or RFQ Form are the Buyer's estimated requirements for the term of the contract and may vary, more or less, from the quantities actually purchased. The Buyer does not guarantee to purchase any item on the Bid Schedule or RFQ Form or to purchase the estimated quantities. The Buyer shall not be liable for the Seller's inventories maintained in anticipation of Buyer orders.

3. SPECIFICATIONS

The seller shall furnish the products specified on the Bid schedule and Offer form. The product furnished shall conform to the following specifications and **shall be suitable for use in the Buyer’s facilities and vehicles under the climatic conditions of interior Alaska.**

a. Grade No. 1 and No. 2 Heating Oils/Fuels offered for this IFB shall conform to the American Society for Testing and Materials (ASTM) Designation D 396-19a, “Standard Specification for Fuel Oils”. **The pour point for supplied Heating Oils/Fuels shall be low enough to ensure free flow for the anticipated use period at the temperature and locations for which it is delivered.**

b. Grade No. 1 and No. 2 Diesel Fuel Oils offered for this IFB shall conform to the American Society for Testing and Materials (ASTM) Designation D 975-19c, “Standard Specification for Diesel Fuel Oils”. **The pour point for supplied Diesel Fuel Oils shall be low enough to ensure free flow for the anticipated use period at the temperature and locations for which it is delivered.**

4. **PRICING**

a. Contract pricing will fluctuate according to the OPIS RACK AVERAGE published price on the OPIS web site for the Fairbanks Rack each Thursday. The per gallon price shall be a mark-up or mark-down from the weekly OPIS price

b. b.The OPIS RACK AVERAGE is being used by the Buyer as an informational tool to indicate fluctuations within the oil industry. The seller shall bid a mark-down or mark-up from the OPIS RACK AVERAGE published price for the Fairbanks Rack. The weekly price to be charged by the Seller shall be determined by the Thursday before the delivery week. See PRICING Clause d for a fuller explanation of weekly pricing.

c. The OPIS oil price information is published by Oil Price Information Service, 2099 Gaither Rd, 5th Floor, Rockville, MD. Their web site is http://www.opisnet.com. Their toll free number is 888-301-2645.

d. The OPIS RACK AVERAGE oil price information is published daily on their web site or weekly on Mondays in the OPIS Newsletter Petroleum Administration for Defense District (PADD) 5 Report. The OPIS Monday published RACK AVERAGE information is the last reported price average from the Thursday before the Monday publication. This information is also available via a fax or email subscription. Fax or email subscriptions are sent out the Thursday before the regular Monday publication.

e. For the contract prices resulting from this IFB, the weekly OPIS price used will be the RACK AVERAGE price per gallon, for the appropriate type of fuel, reported for Fairbanks, AK on the Thursday prior to the week of delivery. The delivery week under this contract is Monday through Sunday. For example, the OPIS RACK AVERAGE fuel price from Thursday, April 30 would be used for all fuel delivered Monday, May 4 through Sunday, May 10. A second example is that for fuel delivered to the Buyer on Friday, May 1, the OPIS RACK AVERAGE fuel price from Thursday, April 23 would be used to calculate the price per gallon charged by the contractor. REMEMBER - the OPIS RACK AVERAGE fuel price to be used for the following full week is published on Thursdays on the web site and published on Monday in the Newsletter. If there's no Thursday publication (some holidays), then the prior Thursday publication pricing will apply for the subsequent weekly term as well.

f. The Buyer will pay the sum of the OPIS RACK AVERAGE and the mark-up/mark-down cost bid by the Offeror. Offeror's shall bid only the mark-up or mark-down off the OPIS RACK AVERAGE on the "Bid Schedule and Offer" form.

5. **DELIVERY ON A KEEP-FULL BASIS**

The seller is responsible to deliver, FOB Destination, the specified products to the locations specified on the attached Buyer's Schedules on a "keep full" basis unless otherwise specified on the delivery information attachments. "Keep full" is defined as making sufficient deliveries so as to ensure that fuel tanks are always between full and one third (1/3) full. The appropriate fuel will be dispensed into the correct tank, taking appropriate precautions to safeguard all property from damage and fuel contamination. The Buyer will not pay for failed deliveries. Deliveries are limited between 8:00AM and 4:00PM unless other arrangements are made with the receiving location.

6. **METERING AND PAYMENT**

a. The offeror's bid shall be an unqualified agreement that the product delivered will be passed through a supplier furnished, State of Alaska, Department of Weights and Measures certified gallonage meter during the delivery operation.

b. The Buyer shall be furnished a monthly statement that itemizes each delivery by date, location, fuel tank (and number for the SD), product dispensed, quantity dispensed, unit and total price.

Attached to each statement shall be a priced delivery receipt with the stamped meter readings displaying the start and finish of each delivery.

c. The Buyer shall pay the seller on a monthly billing supported by the delivery receipts at prices in effect at the time of delivery per gallon of fuel dispensed. The Buyer is exempt from Federal and State fuel taxes and all billings shall **exclude** these taxes. The seller is responsible for preparation and submission of any documentation required by the Federal and State governments related to this exemption.

7. **PROTECTION OF PROPERTY AND SPILL PREVENTION**

a. The Seller shall not damage or contaminate existing buildings, equipment, asphalt pavement, soil, or vegetation (such as trees, shrubs and grass) on the School District or Borough property. If the Seller damages or contaminates any such buildings, equipment, asphalt pavement, soil or vegetation, or other Buyer facilities, they shall replace the damaged items or repair the damage at no expense to the Buyer and to the satisfaction of the Buyer. Further, should the Seller fail or refuse to make such repairs or replacements, the Buyer may have said repairs or replacement accomplished, and the Seller shall be liable for the cost thereof which may be deducted from the amounts due under this contract.

b. The Seller shall take all measures as required by law to prevent petroleum, oil or lubricant (POL) spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying, or dumping into or onto any land or water). In the event the Seller spills any POL (including, but not limited to, gasoline, diesel fuel, fuel oil, lubrication oil, hydraulic oil or aviation fuel), the Seller shall be responsible for the containment, clean-up, and disposal of the POL spilled. Should the Seller fail or refuse to take the appropriate containment, clean-up, and disposal actions, the Buyer may do so itself. The Seller shall reimburse the Buyer for all expenses incurred including fines levied by appropriate agencies of federal or local governments.

8. **SPILL CLEAN-UP**

The Seller will be responsible for all fuel spill(s), caused by their negligence, which may occur during transit or fueling operations. The Seller must immediately report spillage to the local Alaska Department of Environmental Conservation (DEC), and to the United States Coast Guard District Office (USCG), as required by law, and clean-up the spillage. Failure to do so will cause the Buyer to take corrective action and charge the Seller for all related costs. Repeated spills on Buyer's property may be grounds for termination of this contract.

9. **CHANGE OF SUPPLIER**

It is the intent of the Buyer to enter into a contract with only a legitimate distributor of refined petroleum products with an established source of supply over the life of this agreement. The seller shall notify the Buyer if it changes its supplier. If a change of supplier has an adverse impact on price, availability or quality; the Buyer reserves the right to terminate this contract.

10. **PRODUCT TESTING**

a. From time to time the Buyer may require inspection/sampling of petroleum products provided. Upon written request, the seller shall draw samples (under the Buyer's supervision) from Buyer's storage tanks and deliver the samples to an independent testing laboratory designated by the Buyer. Testing will be done at the Buyer's expense.

b. In the event the product is found to be below contract specifications, the seller will bear the cost of removal of the substandard product, any resultant repairs, replacement with acceptable product, and retesting of the product. Delivery of substandard product may be cause of termination of this contract.

11. **INSURANCE**

Before commencing work, Seller shall procure and maintain insurance of the limits and kinds enumerated hereunder with an insurance company rated as "Excellent" or "Superior" by A.M. Best Company.

Certificates of such insurance issued by the Seller's insurance carrier shall be filed with the Buyer before commencement of work and shall set forth the following:

A. PROFESSIONAL LIABILITY; Limits: $1,000,000.00 per incident, $3,000,000.00 aggregate.
B. COMMERCIAL GENERAL LIABILITY; Limit: $1,000,000.00
C. CRIME POLICY; Limits: $500,000.00 Employee Dishonesty, $500,000.00 Employee Theft and Destruction, $100,000.00 Forgery and Alteration.
D. AUTOMOBILE LIABILITY INSURANCE; Comprehensive automotive liability, Limit: $1,000,000.00 combined single limit.

1. All vendors using motor vehicles must demonstrate compliance with Alaska statutes by providing proof of automobile liability insurance for any autos used to perform services under the contract. If the use of autos is material to the scope of work, e.g. delivery services; the limit in Section 7.D. shall apply. If the use of autos is not material to the scope of work, they shall be insured at no less than the state's minimum limit. Vendors who do not use a motor vehicle for any business purpose, may sign an affidavit to that effect. Affidavit forms are available at Purchasing Department or Risk Management office.
2. If the limits in Section 7.D. apply the automobile liability policy must cover: All Autos or
3. All owned, non-owned and hired autos
4. Automobile liability insurance for scheduled autos only may or may not be acceptable. If the contractor submits insurance covering only scheduled autos, then
    a. The insurance coverage must also include all non-owned autos
    b. The contract must provide a copy of the scheduled vehicles, and
    c. The contractor must assure the School District in writing that any additional vehicles are covered by liability insurance at the required limits before the vehicles are used for work under this agreement.

E. WORKER COMPENSATION (if applicable), Limits: $100,000.00 each incident, $500,000.00 disease policy limit, and $100,000.00 disease-each employee. In accordance with Alaska statute, all employees of the contractor shall be covered by workers' compensation insurance during the term of the contract with the district. The Contractor's Workers' Compensation insurance policy shall contain a waiver of subrogation in favor of the FNSB School District.
F. ALTERNATE COVERAGE: A combination of primary and excess/umbrella policies may be used to fulfill the insurance requirements of this section
G. ADDITIONAL INSURED: The School District must be listed as an additional insured in the contractor's General Commercial Liability policy, if such coverage is elected.
H. CANCELLATION: The insurer shall send the School District thirty (30) days written notice before it cancels or refuses to renew coverage required by this contract. The Contractor shall assure that the insurance policies include a provision requiring this prior notice. The Contractor shall not materially alter their coverage limits, terms or conditions for the coverage requirements set forth in the contract.
I. INCREASED COVERAGE: During the contract term, the School District might require higher limits of insurance than those listed in this section. If the School District requires such insurance, and the insurer raises its premium as a result of higher limits, then the District will pay the contractor the difference between the old and the new premiums.
J. Contractor agrees to pay for the insurance specified and agrees to provide the District with a 30 days' notice of cancellation if non-renewal occurs during the contract period.
K. Certificates of Insurance shall be issued to: Fairbanks North Star Borough and School District

Fairbanks North Star Borough and School District
ATTN: Risk Management
P.O. Box 71267
Fairbanks, AK 99707

12. **BREACH OF CONTRACT**

a. Failure to Perform. Failure to maintain fuel tanks at appropriate levels described herein can be grounds for termination of this contract. The Seller will also be responsible for damages that

result from his failure to perform. This may include, but are not limited to, the costs of repairs to facilities or vehicles, the cost of temporary facilities while the permanent facility is being repaired and other remedies under law or equity.

b. Substandard Product. Product provided shall meet the ASTM Standard specification cited herein and shall be suitable for use in the Buyer's facilities and equipment in this climatic zone. Failure to provide acceptable product at any time can be grounds for termination of this contract. The seller will be liable for all costs associated with failure to meet product standards. This may include, but are not limited to, such things as pumping and flushing tanks and fuel lines, repair of heating or automotive equipment, and other facility repairs that are the result of faulty fuel products.

c. POL Spills. The seller must report to the Buyer, and appropriate federal and local government authorities, and clean-up all POL (Petroleum, Oil, or Lubricant) spills during transit or fueling operations for the Buyer. Failure to handle POL spills appropriately or occurrences of multiple spills can be grounds for termination of this contract. The seller will be liable for all costs associated with failure to take necessary containment, clean-up and disposal actions for any POL spilled. This may include, but are not limited to, cost associated with restoration of property, clean-up of facilities, the cost of temporary facilities while clean-up is being performed and any fines levied by governing agencies.

13. **CONTRACT ADMINISTRATOR**

a. The School District Contract Administrator shall be Jahanara Carreon, Executive Director of the Facilities Management Department (FMD), or her designee. Authorized School District Representatives that may represent the FMD Director are:

Clay Anderson	Construction/Project Manager
Mark Roper	Custodial and Grounds Manager
Rene Heflin	Facilities Maintenance Dept., Administrative Secretary
Emily Proper	Director, Procurement & Warehouse
Cleofe Martian	Purchasing Agent

b. The Fairbanks North Star Borough Contract Administrator shall be ***Michelle Littell – (907) 459-1290 -*** Office Manager for General Services (GS) or her designee. Authorized Borough Representatives that may represent the GS Manager are:

Bob Jordan	Manager, Solid Waste
Travis Smith	Manager, Facilities Maintenance
Michelle Denton	Director, Transportation
Donnie Hayes	Manager, Parks and Recreation

c. The City of Fairbanks Contract Administrator shall be **Christina Rowlett– (907) 459-6779** – Risk Manager/Purchasing Agent (PA) or her designee. Authorized City Representatives that may represent the City PA are:

Jeff Jacobson	Director, Public Works
Caroline Barker	Warehouse/Records Clerk
Tracy Morphis	Dispatcher, Public Works

14. **CONTRACT PERIOD**

As specified on the Bid Schedule form.

15. **RENEWAL OPTION**

This contract may be renewed upon mutual agreement of the Buyer and Seller for four (4) additional one (1) year periods.

16. **DRUG AND ALCOHOL TESTING**

Drug and Alcohol Testing. The Contractor shall participate in a drug and alcohol program established in compliance with 49 CFR 653 and 654.

17. **DISADVANTAGED BUSINESS ENTERPRISES**

Disadvantaged Business Enterprises. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy. (49 CFR 26.13(b).

18. **TOBACCO, DRUG, ALCOHOL, AND NICOTINE-FREE SCHOOL DISTRICT**

The Contractor and its employees shall refrain from the use of alcohol, drugs, marijuana, tobacco or nicotine, including any smoking, electronic cigarette, or vapor device while on School District property. Tobacco is defined as tobacco and nicotine in any form as well as nicotine delivery devices, such as, but not limited to, electronic cigarettes and vapor pens, but excludes nicotine replacement therapy products approved by the U.S. Food and Drug Administration for the purpose of smoking/nicotine cessation.

Note: Although the passage of AS 17.38 authorizes the use of marijuana under certain conditions, it explicitly recognizes the authority of employers to prohibit the use, consumption, possession, transfer, display, transportation, sale, or growing of marijuana in the workplace. Additionally, AS 17.38 does not prevent employers from establishing policies that restrict the use of marijuana by employees. AS 17.38.120(a). Further, as a recipient of federal funds, the School District is obligated to maintain a drug-free workplace consistent with federal law, which prohibits the manufacture, sale, distribution, or possession of marijuana as defined in the Controlled Substances Act and Code of Federal Regulations. For purposes of the district's policy and legal obligation, marijuana is prohibited.

"School district workplace" is defined as any place where school district work is performed, including a school building or other school premises; any school-owned or school-approved vehicle used to transport students or employees to and from school or school activities; any off-school sites when accommodating a school-sponsored or school-approved activity or function, such as a field trip or athletic event, where students are under district jurisdiction; or during any period of time when an employee is supervising students on behalf of the district or otherwise engaged in district business.

19. FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

Contractor shall comply with the following FTA requirements. For purposes of these clauses, the AGENCY is the FTA recipient or subrecipient that is entering the Contract with Contractor.

19.1. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES. *[These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).]*

The AGENCY and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the AGENCY, Contractor or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the Contract. Contractor shall include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

19.2. NOTIFICATION TO FTA. *[These requirements apply to all contracts and subcontracts in*

excess of $25,000.]

If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify the AGENCY, which must then promptly notify the FTA Chief Counsel and FTA Regional Counsel for Region 9. Contractor must include an equivalent provision in its subagreements at every tier for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

A. **Types of Legal Matters Requiring Notification.** The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

B. **Matters Affecting the Federal Government.** Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the Contract, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

C. **Additional Notice to U.S. DOT Inspector General.** Contractor must promptly notify the AGENCY, which must then promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for Region 9 if Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Contract or another agreement between the AGENCY and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the AGENCY. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision also applies to all divisions of the AGENCY, including divisions tasked with law enforcement or investigatory functions.

19.3. PROGRAM FRAUD & FALSE/FRAUDULENT STATEMENTS OR RELATED ACTS.

[These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).]

A. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq*. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this Project. Upon execution of the Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract or the FTA-assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

B. Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal

assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on Contractor, to the extent the Federal Government deems appropriate.

C. Contractor shall include the above two paragraphs in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

19.4. ACCESS TO RECORDS, REPORTS, & SITES.

Access to records and reports. (49U.S.C 5325; 18CFR 1836 (i); 49 CFR 633.17 The contractor agrees to maintain all books, records, and accounts and reports required under this contract for a period of not less than three years after date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

A. **Record Retention.** Contractor shall retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

B. **Retention Period.** Contractor shall comply with the record retention requirements in accordance with 2 CFR § 200.333. Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

C. **Access to Records.** Contractor shall provide sufficient access to the U.S. Secretary of Transportation, the Comptroller General of the United States, FTA, the Agency, and their duly authorized representatives to inspect and audit records and information related to performance of this contract as reasonably may be required.

D. **Access to the Sites of Performance.** Contractor shall permit FTA, the Agency, and their duly authorized representatives access to the sites of performance under this Contract as reasonably may be required.

19.5. FEDERAL CHANGES.

Contractor shall at all times comply with all applicable federal laws, regulations, requirements, policies, procedures, guidance, and directives, including without limitation those listed directly or by reference in the FTA Master Agreement between the City of Phoenix and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. Contractor's failure to comply shall constitute a material breach of the Contract.

19.6. CIVIL RIGHTS.

The AGENCY must comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless an AGENCY or federal program, including any Indian Tribe or Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with each civil rights statute, including compliance with equity in service requirements.

A. **Nondiscrimination in Federal Public Transportation Programs.**

1. Contractor must prohibit: **(a)** discrimination based on race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age; **(b)** exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332; **(c)** denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; and **(d)** discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.

2. Contractor must follow the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance. However, FTA does not require an Indian Tribe to comply with FTA program specific guidelines for Title VI when administering its agreement supported with federal assistance under the Tribal Transit Program.

B. **Nondiscrimination – Title VI of the Civil Rights Act.** Contractor must:

1. Contractor must prohibit discrimination based on race, color, or national origin

2. Contractor must comply with: **(a)** Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.; **(b)** U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21; and **(c)** Federal transit law, specifically 49 U.S.C. § 5332; and

3. Contractor must follow: **(a)** the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance; **(b)** U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3; and **(c)** all other applicable federal guidance that may be issued.

C. Equal Employment Opportunity.

1. Federal Requirements and Guidance. Contractor must prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor must also comply with: **(a)** Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.; **(b)** Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; **(c)** Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs; **(d)** federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement; and **(e)** FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients." Further, Contractor must follow other federal guidance pertaining to EEO laws, regulations, and requirements.

2. Affirmative Action. If required to do so by U.S. DOT regulations (49 CFR Part 21) or U.S. Department of Labor regulations (41 C.F.R. chapter 60), Contractor must take affirmative action that includes, but is not limited to: **(a)** recruitment advertising, recruitment, and employment; **(b)** rates of pay and other forms of compensation; **(c)** selection for training, including apprenticeship, and upgrading; and **(d)** transfers, demotions, layoffs, and terminations.

3. Indian Tribe. Contractor recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."

4. Equal Employment Opportunity for Construction Activities. When undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), Contractor must comply with: **(a)** U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60; and **(b)** Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

19.7. INCORPORATION OF FTA TERMS. *[These requirements do not apply to micro purchases ($10,000 or less, except for construction contracts over $2,000).]*

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, and are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests of the AGENCY that would cause the AGENCY to be in violation of the FTA terms and conditions. Contractor shall include this clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA.

19.8. FREE SPEECH & RELIGIOUS LIBERTY.

All Federal funding must be expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements, including but not limited to those prohibiting discrimination and protecting free speech, religious liberty, public welfare, and the environment.

19.9. FEDERAL TERMINATION RIGHTS.

The termination rights under this Contract are in addition to, and in no way limit, the Federal Government's right to terminate as described in 2 CFR § 200.340.

19.10. DEBARMENT, SUSPENSION, INELIGIBILITY, & VOLUNTARY EXCLUSION.
[This requirement does not apply to contracts and subcontracts under $25,000.]

A**.** Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-Wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.

B**.** Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally-funded contract (which includes review of SAM at sam.gov, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200) and are not presently declared by any Federal department or AGENCY to be: **(1)** debarred from participation in any federally-assisted Award; **(2)** suspended from participation in any federally-assisted Award; **(3)** proposed for debarment from participation in any federally-assisted Award; **(4)** declared ineligible to participate in any federally-assisted Award; **(5)** voluntarily excluded from participation in any federally-assisted Award; or **(6)** disqualified from participation in any federally-assisted Award.

C. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor shall comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

19.11. TERMINATION. The AGENCY must include provisions in their contracts and subcontracts that

allows for termination for cause and for convenience by the AGENCY, including the manner by which it will be effected and the basis for settlement. *See* Appendix II(B) to 2 CFR part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and FTA Circular 4220.1F, Chapter IV, paragraph 2.b.(6)(b)4 – Termination.

19.12. VIOLATION & BREACH OF CONTRACT. *[These requirements are not applicable to contracts and subcontracts under the simplified acquisition threshold (currently set at $250,000).]*

Unless otherwise provided for by the AGENCY, the following provisions shall apply:

A**.** **Dispute Resolution.** Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of AGENCY. This decision shall be final and conclusive unless within ten calendar days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the authorized representative of AGENCY. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of AGENCY shall be binding upon Contractor, and Contractor shall abide by the decision.

B. Performance During Disputes. Notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the Contract, Contractor shall continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

C. Rights and Remedies. The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under this Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed upon in writing.

19.13. LOBBYING RESTRICTIONS. *[These requirements do not apply to contracts and subcontracts under $100,000.]*

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the AGENCY.

19.14. CARGO PREFERENCE (USE OF U.S.-FLAG VESSELS). *[These requirements apply to all contracts involving equipment, material, or commodities that may be transported by ocean vessels.]*

A**.** Contractor shall use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the Contract to the extent such vessels are available at fair and reasonable rates

for United States-Flag commercial vessels;

B. Contractor shall furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through Contractor in the case of a subcontractor's bill-of-lading); and

C. Contractor shall include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

19.15. FLY AMERICA.

[These requirements apply to contracts and subcontracts involving the transportation of persons or property by air between a place in the United States and a place outside of the United States, or between places outside the United States, when the FTA will participate in the cost of such air transportation.]

A. As used in this clause: **(1) "international air transportation"** means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States; **(2) "United States"** means the 50 States, the District of Columbia, and outlying areas; and **(3) "U.S.-flag air carrier"** means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

B. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

C. If available, Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

D. If Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, then Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S. - Flag Air Carriers - International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*
(End of statement)

E**.** Contractor shall include the substance of this clause, including this paragraph (E), in each subcontract or purchase under this contract that may involve international air transportation.

19.16. EMPLOYEE PROTECTIONS.

A. Prevailing Wage & Anti-Kickback. *[These requirements apply to all prime construction,*

alteration, or repair contracts in excess of $2,000.]

1. For all prime construction, alteration or repair contracts in excess of $2,000 awarded by FTA, Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. Contractor will comply with the Davis Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

2. In addition, Contractor shall pay wages not less than once a week. Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

B. <u>Contract Work Hours/Safety Standards for Awards Involving Construction.</u> *[These requirements apply to all contracts involving construction in excess of $100,000 that involve the employment of mechanics or laborers.]*

1. For all contracts in excess of $100,000 that involve the employment of mechanics or laborers, Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 CFR part 5. Under 40 U.S.C. § 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

2. In the event of any violation of the clause set forth herein, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

3. The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be

necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

4. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Contract.

C. Contract Work Hours/Safety Standards for Awards Not Involving Construction. *[These requirements apply to all contracts (not involving construction) in excess of $100,000 that involve the employment of mechanics or laborers.]*

1. Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq*., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR part 5.
2. Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
3. Such records maintained under this paragraph shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.
4. Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

19.17. SEISMIC SAFETY. *[These requirements apply only to contracts for the construction of new buildings or additions to existing buildings.]*

Contractor shall design and construct any new building or addition to an existing building in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations (49 CFR part 41) and will certify its compliance to the extent required by the regulation. Contractor shall ensure that all work performed under this Contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

19.18. VETERANS EMPLOYMENT. *[These requirements apply only to capital projects. See 49 U.S.C. § 5302(3).]*

Contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in U.S.C. Section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the Contract. This requirement shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

19.19. BONDING.

[These requirements are applicable to all construction or facility improvement contracts and

subcontracts exceeding the simplified acquisition threshold (currently set at $250,000). See FTA Circular C 4220.1F for specific bonding requirements.]

Bonds are required for all construction or facility improvement contracts and subcontracts exceeding the simplified acquisition threshold. FTA may accept the bonding policy and requirements of the AGENCY if FTA has determined that the Federal interest is adequately protected. If such a determination has not been made, the following minimum requirements apply:

A**.** A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

B. A performance bond on the part of Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all of Contractor's obligations under such contract.

C. A payment bond on the part of Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

19.20. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS. *[These requirements apply only to contracts for transit operations performed by employees of contractors and subcontractors recognized by FTA to be a transit operator.]*

Contractor shall comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

A. **U.S. DOL Certification.** Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

B. **Special Warranty.** When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

C. **Special Arrangements.** The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

D. **Flow Down.** Contractor shall include the substance of this clause in each subcontract that may involve operating public transit services.

19.21. CHARTER SERVICE. *[These requirements apply to contracts for operating public transportation service.]*

A. Contractor shall comply with 49 U.S.C. 5323(d), (g), and (r), and 49 CFR part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally-funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under: **(1)** federal transit laws, specifically 49 U.S.C. § 5323(d); **(2)** FTA regulations, "Charter Service," 49 CFR part 604; **(3)** any other federal Charter Service regulations; or **(4)** Federal guidance, except as FTA determines otherwise in writing.

B. If Contractor engages in a pattern of violations of FTA's Charter Service regulations, then

FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: **(1)** barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; **(2)** withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or **(3)** any other appropriate remedy that may apply.

C. Contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

19.22. SCHOOL BUS OPERATIONS. *[These requirements apply to contracts for operating public transportation service.]*

Contractor shall comply with 49 U.S.C. 5323(f) and (g), and 49 CFR part 605, and not engage in school bus operations using federally-funded equipment or facilities in competition with private operators of school buses, except as permitted under: **(A)** federal transit laws, specifically 49 U.S.C. § 5323(f); **(B)** FTA regulations, "School Bus Operations," 49 CFR part 605; **(C)** any other Federal School Bus regulations; or **(D)** federal guidance, except as FTA determines otherwise in writing. If Contractor violates these school bus requirements, then FTA may bar Contractor from receiving Federal assistance for public transportation or require Contractor to take such remedial measures as FTA considers appropriate. When operating exclusive school bus service under an allowable exemption, Contractor may not use federally-funded equipment, vehicles, or facilities. Contractor should include the substance of this clause in each subcontract or purchase under this Contract that may operate public transportation services.

19.23. MOTOR CARRIER SAFETY. *[These requirements apply to contracts for operating bus operation service.]*

A. **Financial Responsibility.** Contractor shall comply with the economic and insurance registration requirements of: **(1)** U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, "Minimum Levels of Financial Responsibility for Motor Carriers," 49 C.F.R. part 387, if Contractor is: **(a)** engaged in operations requiring compliance with 49 C.F.R. part 387, **(b)** engaged in interstate commerce, and **(c)** not within a defined commercial zone; and **(2)** provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 C.F.R. part 387, and reduce the amount of insurance the Recipient must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311.

B. **U.S. FMCSA Requirements.** Contractor shall comply with: **(1)** safety requirements of U.S. Federal Motor Carrier Safety Administration **(U.S. FMCSA)** regulations, "Federal Motor Carrier Safety Regulations," 49 C.F.R. parts 390 – 397, to the extent applicable; and **(2)** driver's license requirements of U.S. FMCSA regulations, "Commercial Driver's License Standards, Requirements, and Penalties," 49 C.F.R. part 383, and "State Compliance with Commercial Driver's License," 49 C.F.R. part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA's regulations, "Drug and Alcohol Use and Testing Requirements," 49 C.F.R. part 382, and implementing federal guidance, to the extent applicable.

19.24. SAFE OPERATIONS OF MOTOR VEHICLES.

A. **Seat Belt Use.** Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms

"company-owned" and "company-leased" refer to vehicles owned or leased either by Contractor or AGENCY.

B. **Distracted Driving.** Contractor shall adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

C. **Subcontracts.** Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

19.25. CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. *[These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).]*

A. **Definitions.** As used in this clause: **(1) "driving"** means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise (**note:** "driving" does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary); and **(2) "text messaging"** means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication (**note:** "text messaging" does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park).

B. **Executive Order.** This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving company-owned/rented vehicles, Government-owned vehicles, and privately owned vehicles when on official Government business or when performing any work for or on behalf of the Government. Contractor is also encouraged to conduct initiatives in a manner commensurate with the size of the business, such as: **(1)** establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and **(2)** education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

C. **Subcontracts.** Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

19.26. SUBSTANCE ABUSE (DRUG & ALCOHOL TESTING). *[These requirements apply to contracts with contractors who perform safety-sensitive functions, as defined in 49 CFR Part 655.4, "Definitions."]*

A. Contractor shall establish and implement a drug and alcohol testing program that complies with "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" (49 CFR Part 40) and "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" (49 CFR Part 655), produce any documentation necessary to establish its compliance with parts 655 and 40, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Arizona, or the City of Phoenix, to inspect the facilities and records associated

with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and 49 CFR part 40 and review the testing process.

B. Contractor shall also submit for review and approval a copy of its substance abuse prevention policy developed to implement its drug and alcohol testing program. Further, Contractor shall certify annually its compliance with parts 655 and 40 and to submit the Drug and Alcohol Management Information System (DAMIS) reports before March 15 to Transit Compliance Officer, City of Phoenix Public Transit Department, 302 N. 1st Avenue, Phoenix, AZ 85003. To certify compliance, Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

C. Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers involving the performance of a safety-sensitive function under the Contract.

19.27. BUY AMERICA. *[These requirements apply to contracts over $150,000 if they involve the purchase of iron, steel, manufactured goods, or rolling stock.]*

A**.** Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR part 661, which provide that federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR § 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR § 661.11. Contractor must submit to AGENCY the appropriate Buy America certification with its offer. Offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

B. Construction materials used in FTA-funded projects are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA.

19.28. PROHIBITED TELECOMMUNICATIONS/SURVEILLANCE SERVICES/EQUIPMENT.

The AGENCY is prohibited from obligating or expending loan or grant funds to: procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractor shall not provide covered telecommunications equipment or services in the performance of the Contract. As described in Public Law 115-232, section 889, covered telecommunications equipment is: **(A)** telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); **(B)** video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes; **(C)** Telecommunications or video surveillance services provided by such entities or using such equipment; and **(D)** telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a

covered foreign country.

19.29. AIR POLLUTION & FUEL ECONOMY. *[These requirements apply to contracts for the purchase of rolling stock.]*

The Contractor agrees to comply with applicable Federal air pollution control and fuel economy regulations, such as: EPA regulations, "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; EPA regulations, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86; and EPA regulations, "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

19.30. ROLLING STOCK LIMITATIONS. *[These requirements apply to contracts for the purchase of rolling stock.]*

Contractor and its subcontractors must comply with the limitation on certain rolling stock procurements at 49 U.S.C. § 5323(u), prohibiting the procurement of rolling stock from specified manufacturers for public transportation use.

19.31. PRE-AWARD & POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES.
[These requirements apply to contracts for the purchase of rolling stock.]

Contractor shall comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 CFR part 663. Contractor shall comply with the Buy America certification(s) submitted with its offer. Contractor shall participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 CFR part 663 and related FTA guidance.

19.32. BUS TESTING. *[These requirements apply to contracts for the purchase/lease of any bus model that is new or has any major change in configuration/components to be acquired/leased.]*

Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 CFR part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, Contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the grantee.

19.33. ENVIRONMENTAL PROTECTIONS. Contractor shall comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

A. **National Environmental Policy Act.**

1. Contractor shall comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to: **(a)** federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139; **(b)** the National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 et seq., as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 C.F.R. part 1500 – 1508; **(c)** joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. part 771 and 49 C.F.R. part 622; **(d)** Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note; and **(e)** other federal environmental protection laws, regulations, and requirements applicable to Contractor.
2. Contractor shall follow federal guidance to the extent that the guidance is consistent with applicable authorizing legislation, which may include: **(a)** joint FHWA and FTA final

guidance, "Interim Guidance on MAP-21 Section 1319, Accelerated Decision making in Environmental Reviews," January 14, 2013; **(b)** joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Pub. L. 109-59)," 71 Fed. Reg. 66576, November 15, 2006; and **(c)** other federal environmental guidance applicable to the Contractor.

B. **Environmental Justice.** Contractor shall promote environmental justice by following: **(1)** Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order; **(2)** U.S. DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997; and **(3)** the most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

C. **Other Environmental Federal Laws.** Contractor shall comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order Nos. 11988 and 13690 relating to "Floodplain Management."

D**. Use of Certain Public Lands.** Contractor shall comply with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as "section 4(f)), and joint FHWA and FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. part 774, and referenced in 49 C.F.R. part 622.

E. **Historic Preservation.** Contractor shall comply with: **(1)** U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as "section 4(f)"), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places; **(2)** federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108; **(3)** the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 et seq.; **(4)** U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic Properties," 36 C.F.R. part 800; and **(5)** other federal requirements and federal guidance to avoid or mitigate adverse effects on historic properties.

F. **Indian Sacred Sites.** Contractor shall facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, "Indian Sacred Sites," May 24, 1996, 42 U.S.C. § 3161 note.

19.34. CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT. *[These requirements do not apply to contracts and subcontracts under $150,000.]*

Contractor shall ensure that it: **(A)** will not use any violating facilities; **(B)** will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;" **(C)** will report violations of use of prohibited facilities to FTA; and **(D)** will comply with the inspection and other requirements of the Clean Air Act, as amended (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251- 1387).

19.35. ENERGY CONSERVATION. Contractor shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §§ 6321 et seq.).

19.36. RECYCLED PRODUCTS (SOLID WASTES). *[These requirements apply to all contracts and subcontracts involving the purchase of items designated by the EPA (that contain the highest percentage of recovered materials practicable) in excess of $10,000. See 40 C.F.R part 247 for federal designation of items.]*

Contractor shall provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR part 247. The requirements of Section 6002 include: **(A)** procuring only items designated in guidelines of the U.S. EPA at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; **(B)** procuring solid waste management services in a manner that maximizes energy and resource recovery; and **(C)** establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

19.37. TRAFFICKING IN PERSONS. Contractor and its subcontractors or their employees shall not: **(A)** engage in severe forms of trafficking in persons during the Contract Term; **(B)** procure a commercial sex act during the Contract Term; or **(C)** use forced labor in the performance of the Contract. Contractor shall inform AGENCY immediately of any information Contractor receives from any source alleging a violation of a prohibition in this section. AGENCY may terminate this Contract for any violation of this section; such right of termination is in addition to all other remedies for noncompliance that are available to the AGENCY

FTA CERTIFICATIONS

EACH CERTIFICATION PROVIDES INSTRUCTION DESCRIBING WHEN THE CERTIFICATION IS APPLICABLE

INAPPLICABLE FTA CERTIFICATIONS MAY BE LEFT BLANK

OFFERS THAT DO NOT INCLUDE COMPLETED CERTIFICATIONS, IF APPLICABLE, WILL BE REJECTED AS NONRESPONSIVE.

DEBARMENT AND SUSPENSION CERTIFICATION

This certification does not apply to contracts and subcontracts under $25,000. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.

Check one box below (and provide explanation if necessary):

☐ The Proposer certifies that the Proposer and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any federal department or agency;

2. Have not, within the preceding three years, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offense described in Paragraph 2 of this certification;

4. Have not, within the preceding three years, had one or more public transactions (federal, state, or local) terminated for cause or default.

- OR –

☐ The Proposer is unable to certify to all of the statements in this certification, and attaches its explanation to this certification. (In the explanation, the Proposer must certify to those statements that can be certified and explain why the other statements cannot be certified.)

The Proposer shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

LOBBYING CERTIFICATION

This certification does not apply to contracts and subcontracts under $100,000. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.

The Proposer certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Proposer shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Proposer shall require that the language of this certification be included in the contract documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company:_____

Name:_____

Title:_____

Signature:_____

Date:_____

Per paragraph 2 above, complete and submit Standard Form–LLL, "Disclosure Form to Report Lobbying," if applicable

SECTION IV - BID SCHEDULE AND OFFER

23-R0015

Bids must be received by: 06/01/23 3:00 PM

Period of Performance: July 1, 2023 through June 30, 2024

Lot	Item Number	Description	Unit	Qty
1	405-12-10	FUEL OIL, HEATING, ASTM: ASTM: 396-89 MEETS OR EXCEEDS ASTM STANDARD SPECIFICATION: D 396-89 FOR FUEL OILS & SUITABLE FOR USE IN SCHOOL BUILDING HEATING APPLIANCES UNDER INTERIOR ALASKA CLIMATIC CONDITIONS. TRADE NAME: _____ SUPPLIER: _____		
1	405-12-10-1396	FUEL OIL, HEATING, NO 1, ASTM: D 396-89 MEETS OR EXCEEDS ASTM STANDARD SPECIFICATION: D 396-19a FOR NO 1 FUEL OIL & SUITABLE FOR USE IN SCHOOL BUILDING HEATING APPLIANCES UNDER INTERIOR ALASKA CLIMATIC CONDITIONS.	GL	595,430

MARK-UP OR MARK-DOWN FROM FAIRBANKS OPIS ULTRA LOW SULFUR DISTILLATE #1 RACK AVERAGE PRICE: _____

2	405-09-10	FUEL OIL, DIESEL, F/USE IN DIESEL ENGINES, ASTM: D 975-89 MEETS OR EXCEEDS ASTM STANDARD SPECIFICATION: D 975-89 FOR DIESEL FUEL OILS & SUITABLE FOR USE IN AUTOMOTIVE DIESEL ENGINES UNDER INTERIOR ALASKA CLIMATIC CONDITIONS. TRADE NAME: _____ SUPPLIER: _____		
2	405-09-10-1975	FUEL OIL, DIESEL, NO 1, F/USE IN DIESEL AUTOMOTIVE ENGINES MEETS OR EXCEEDS ASTM STANDARD SPECIFICATION: D 975-89 FOR NO 1 DIESEL FUEL & SUITABLE FOR USE IN AUTOMOTIVE DIESEL ENGINES UNDER INTERIOR ALASKA CLIMATIC CONDITIONS.	GL	237,000

MARK-UP OR MARK-DOWN FROM FAIRBANKS OPIS ULTRA LOW SULFUR DISTILLATE #1 RACK AVERAGE PRICE: _____

CREDIT CARD SURCHARGE (PERCENTAGE OF INVOICE SUBTOTAL)_____

NOTE: PRICES QUOTED MUST INCLUDE ALL COSTS ASSOCIATED WITH SHIPPING, PACKING, AND DELIVERY TO THE F.O.B. POINT.

OFFER

The undersigned agrees, if this offer is accepted, to furnish any or all items upon which prices are offered at the price entered on this schedule, delivered at the designated point, within the time specified.

The offeror certifies that:

1. The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered,

2. The prices in this offer have not and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract award unless otherwise authorized by law, and

3. No attempt has been made or will be made by the offeror to induce any concern to submit or not to submit an offer for the purpose of restricting competition.

Acknowledgment of Amendments:	Amendment No.	Date
	_____	_____
	_____	_____
	_____	_____

_____ _____

Signature - Individual Authorized to Bind Firm Date

_____

Typed or Printed Name

Alaska Business License Number: _____

Business Name: _____

Mailing Address: _____

Business Address (Street Address): _____

Phone: _____

FAX: _____

Email: _____

ATTACHMENT A: SCHOOL DISTRICT FUEL DELIVERY INFORMATION

FACILITY LOCATION	TANK SIZE (Gallons)	ESTIMATED ANNUAL CONSUMPTION (Gallons)	ASSET NUMBER	TYPE OF FUEL	COMMENT
Administrative Center 520 Fifth Ave 452-2000	200	150	11MDMTR01	#1	2, 8
Anderson-Crawford Elem. 692 Raven's Way 372-3306	550	100	46MDMTR01	#1	2, 7, 8
Arctic Light Elementary Bldg. 4167, Neely Rd. 356-2038	1,000	120	43MDMTR01	#1	2, 8
Barnette Magnet School	500		08MDMTR01	#1	
725 Tenth Ave	500		08MDMTR02	#1	
456-6072	1,500	100	08ELGEG01	#1	2, 7, 8
Ben Eielson Jr/Sr High 675 Raven's Way 372-4265	1,000	100	20MDMTR01	#1	2, 7, 8
Chinook Charter 3002 International St. 372-3306	1,000	7,000		#1	
Discovery Peak Charter 2810 Hurst Rd, NP 488-0136	2,000	6,000		#1	
Facilities Management	2,000	12,000	15MDMTR01	#1	
1300 Minnie St	1,500	5,000	15MDMTR04	#1	
452-4461	550	250	15UGMTR05	#1	2, 7, 8
	500	2,000		#1	4, 7, 8
Hutchison High 3750 Geist Rd 479-2261	500	250	14MDMTR01	#1	2, 8
Lathrop High 901 Airport Way 456-7794	10,000	100	05MDMTR01	#1	8
Midnight Sun Elementary Bradway & Woll Rd, NP 488-0134	4,000	36,000	34MDMTR01	#1	
North Pole Elementary 250 Snowman Ln 488-2286	10,000	24,000	12MDMTR01	#1	
North Pole High 601 NPHS Blvd, NP 488-376	8,000	65,000	23MDMTR01	#1	

SCHOOL DISTRICT FUEL DELIVERY INFORMATION (pg 2 of 2)

FACILITY LOCATION	TANK SIZE (Gallons)	ESTIMATED ANNUAL CONSUMPTION (Gallons)	ASSET NUMBER	TYPE OF FUEL	COMMENT
North Pole Middle 300 E 8th Ave, NP 488-2271	15,000	56,000	22MDMTR01	#1	
Pearl Creek Elementary 700 Auburn Dr 479-4234	4,000	23,000	36MDMTR01	#1	
Salcha Elementary	2,000	10,000	10MDMTR01	#1	
8530 Richardson Hwy 488-6684	1,000	1,200		#1	3, 7
Star of the North Charter 2945 Monk Ct 490-9025	1,000	5,000		#1	
Tanana Middle 600 Trainor Gate Rd 452-8145	6,000	100	27MDMTR01	#1	8
Ticasuk Brown Elementary 785 Lackloey Dr, NP 488-3200	4,000	30,000	39MDMTR01	#1	
Two Rivers Elementary 400 Two Rivers Rd 488-6616	2,000	11,500	37MDMTR01	#1	
Watershed Charter School 4975 Decathlon Ave 374-9350	1,500	6,000		#1	
Weller Elementary 635 Elementary Dr. 457-1629	4,000	19,500	38MDMTR01	#1	
West Valley High 3800 Geist Rd 479-4221	10,000	100	28MDMTR01	#1	8

COMMENTS LEGEND:

1. Portable Classroom Tank – These classrooms are shut down until further notice.
2. Emergency Generator Tank – Diesel Powered
3. Portable Classroom Tank – Currently In Use
4. Diesel Tank for Vehicles (None at this time)
5. Gasoline Tanks – For use in fleet vehicles
6. New School Scheduled to open (None at this time)
7. Above Ground Tank
8. Fill on Demand Only

ATTACHMENT B: FAIRBANKS NORTH STAR BOROUGH FUEL DELIVERY INFORMATION

FACILITY LOCATION	TANK SIZE (Gallons)	ESTIMATED ANNUAL CONSUMPTION (Gallons)	TANK ASSET NUMBER	TYPE OF FUEL	TANK TYPE
Borough Admin Offices 907 Terminal Street	3,000 + Natural Gas	300	101	#1	HEAT
Noel Wien Library 1215 Cowles	7,000 + District Steam	0	103	#1	HEAT
North Pole Library (new) 656 High School Blvd, NP	3,000	8,500	?	#1	HEAT
Maintenance Warehouse 1885 Marika	1,000	4,600	105	#1	HEAT
Carlson Community 2010 2nd Ave	15,000 + Natural Gas	0	108	#1	HEAT
Carlson Community 2010 2nd Ave	500 Emergency Generator Tank	Included above	?	#1	EMER
Pioneer Park Office/Church/Cabin 99/ Palace Saloon 2300 Airport Way	2,000	5,800	?	#1	HEAT
Civic Center Pioneer Park 2300 Airport Way	3,000	11,000	201	#1	HEAT
Pioneer Hall Pioneer Park 2300 Airport Way	2,000	8,200	202	#1	HEAT
Red Barn Cabin 47 Pioneer Park 2300 Airport Way	500	800	204	#1	HEAT
Railroad Museum Pioneer Park 2300 Airport Way	1,100	3,700	?	#1	HEAT
Gold Dome Pioneer Park 2300 Airport Way	1,000	4,300	205	#1	HEAT
Birch Hill Garage Old 101 Wilderness Dr	300	1,400	?	#1	HEAT
Birch Hill New Garage	1500	800	?	#1	HEAT

FAIRBANKS NORTH STAR BOROUGH FUEL DELIVERY INFORMATION (pg 2 of 3)

FACILITY LOCATION	TANK SIZE (Gallons)	ESTIMATED ANNUAL CONSUMPTION (Gallons)	ASSET NUMBER	TYPE OF FUEL	COMMENT
Birch Hill Ski Lodge	2,500	12,000	?	#1	HEAT
Birch Hill Luge	1,000	?	?	#1	HEAT
Birch Hill WarmUp Bldg	500	880	?	#1	HEAT
Birch Hill StartUp Bldg	500	?		#1	HEAT
Birch Hill Timing Bldg	1000	330			
Chena Lakes Bunker 3780 Laurence Rd	7,500	1,900	301	#1	HEAT
Chena Lakes Residence Chena Lakes Office/Shop 3780 Laurence Rd	1,000	3,700	302	#1	HEAT
Chena Lakes Generator 3780 Laurence Rd	500	200		#1	EMER
Big Dipper Ice Arena 19th & Lathrop	5,000	5,100	303	#1	HEAT
Hamme Pool 901 Airport Way	7,000 +District Steam	1,700	304	#1	HEAT
Mary Siah Rec Ctr 1025 14th Ave	2,000 + Natural Gas	0	305	#1	HEAT
Wescott Pool 300 E 8th Ave	5,000	38,000	307	#1	HEAT
Solid Waste Landfill Baler/Office/HHW 455 Sanduri Rd	3,000	14,000	400	#1	HEAT
Solid Waste Landfill Leachate Bldg 455 Sanduri Rd	500	1,900	405	#1	HEAT
Solid Waste Landfill Heavy Equipment Maintenance		5,200		#1	HEAT
Solid Waste Landfill Scale House		500		#1	HEAT

FAIRBANKS NORTH STAR BOROUGH FUEL DELIVERY INFORMATION (pg. 3 of 3)

FACILITY LOCATION	TANK SIZE (Gallons)	ESTIMATED ANNUAL CONSUMPTION (Gallons)	ASSET NUMBER	TYPE OF FUEL	COMMENT
Solid Waste Landfill Heavy Equipment Operator		6,200		#1	HEAT
Transit Garage Dir Svcs 3175 Peger Rd W	1,500 + Natural Gas	0		#1	HEAT
Transit Garage Heating, Emerg. Generator	5,000	included in TG Dir Svcs		#1	EMER
Transit Garage 3175 Peger Rd	10,000	117,000	903	#1	VEHICLE
Fox EOC Storage 284 Goldstream Road		2,800		#1	HEAT
NS Fire Station #1 2353 Bradway St	1,000	11,000	600	#1	HEAT
NS Fire Station #2 1080 Dennis Rd	1,000	15,000	601	#1	HEAT
NS Fire Station #3 3288 Hurst Rd	1,000	2,500	602	#1	HEAT
NS Fire Station #4 1260 Dennis Rd	1,000	3,000	603	#1	HEAT
NS Fire Station #5 3481 Old Richardson Hwy Moose Creek	1,000	3,500	604	#1	HEAT
Steese Fire Dept/EOC William C Leary Ln	1,000	3,000	604	#1	HEAT

ATTACHMENT C: CITY OF FAIRBANKS FUEL DELIVERY INFORMATION

FACILITY LOCATION	TANK SIZE (Gallons)	ESTIMATED ANNUAL CONSUMPTION (Gallons)	ASSET NUMBER	TYPE OF FUEL	COMMENT
Public Works Dept.	10,000	80,000		#1	HEAT
2121 Peger Rd	40,000	120,000		Diesel ULS	VEHICLE
Fire Station #3 1033 Aurora Dr.	2,000	5,300		#1	HEAT
Fire Station #2 1704 30th Ave	500	1,450		#1	HEAT
Fire Training Ctr. 1710 30th Ave	2,000	2,100		#1	HEAT
Fbks Police Dept. 911 Cushman St.	1,000	1,700		#1	HEAT
Fbks Fire Dept #1 1101 Cushman St.	5,000	2,000		#1	HEAT
City Hall 800 Cushman St.	1,400	500		#1	HEAT