

BOARD AGENDA ITEM

DATE: August 28, 2018
FROM: Joan Ellis, District Purchasing Agent
SUBJECT: AUTHORIZATION TO PIGGYBACK ON FUEL BID AWARDED BY COUNTY OF SAN BERNARDINO

School district governing boards have the authority to piggyback on other public agency bids, per Public contract code Section 20118 when it is determined to be in the best interest of the District. It is often advantageous for a district to utilize piggyback bids when contract items are identical to the district's specifications. Using piggyback contracts saves time and money, and they often provide lower prices than we would be able to obtain as a single agency. To "piggyback" according to Public Contract Code 20118, is to ride on legal bids/contracts of other school districts, JPA's, cities and counties, wherein it has been determined that such piggybacking shall be in the best interests of the District in securing necessary goods and services at the best available pricing structure. Furthermore, under Education Code Section 17605 the authority to purchase is delegated, as well as the authority to determine that such contracts are in the best interests of the District.

1. Authorize use of the County of San Bernardino RFP# on an as needed basis for the purchase of fuel (gasoline/diesel) from Merit Oil with the same advantages, term and conditions per Public Contract Code 20118. Effective 6/16/17 through 6/15/22.



Purchasing

Laurie Rozko
Director

Signed

6-15-17

Merit Oil Company
Perry Bitney
Marketing Representative
P.O. Box 341
Bloomington, Ca. 92316

Subject: REQUEST FOR PROPOSAL (RFP)
AGENCY17-PURC-2378
GASOLINE & DIESEL FUEL

Congratulations! This letter is to advise you that your company has been selected as the vendor to provide GASOLINE & DIESEL FUEL to the County of San Bernardino from the San Bernardino County RFP #AGENCY17-PURC-2378. The contract awarded shall begin 6-15-17 and end on 6-14-22 per the terms and conditions of the contract.

If you have any questions, please feel free to contact me at (909) 387-7854.

Sincerely,

Pam Buscemi, Buyer II
Purchasing Department

SUBJECT
DATE
PAGE 2 of 2

MERIT PRICING SHEET						
LOCATION	MERIT OIL CO.					
	GASOLINE	MARGIN	FREIGHT	DIESEL	MARGIN	FREIGHT
WEST VALLEY SERVICE CENTER, 12672 4TH STREET, RANCHO CUCAMONGA	106560	\$ (0.0065)	0.0065	52454	\$ 0.0058	0.0075
SAN BERNARDINO MAIN YARD, 210 N. LENA RD., SAN BERNARDINO	964653	\$ (0.0390)	0.0100	116469	\$ (0.0100)	0.0116
TWIN PEAKS SHERIFF, 26010 HWY 189, TWIN PEAKS	104348	\$ 0.0115	0.0545	29669	\$ 0.0133	0.0631
CHINO ROAD YARD AT THE AIRPORT, 7000 MERRILL AVE., CHINO, 91710	15351	\$ 0.0050	0.0155	3935	\$ 0.0058	0.0179
BALDY MESA ROAD YARD, 12397 SYCAMORE, BALDY MESA, 92345	87175	\$ 0.0050	0.0110	52283	\$ 0.0058	0.015
APPLE VALLEY ROAD YARD, 11923 JOSHUA RD., APPLE VALLEY, 92307	37900	\$ 0.0050	0.0120	21312	\$ 0.0058	0.0165
NEEDLES SERVICE CENTER, 5 AIRPORT RD, NEEDLES	65573	\$ 0.0250	0.0800	24508	\$ 0.0289	0.0800
MORONGO SHERIFF, 6527 WHITE FEATHER ROAD, JOSHUA TREE	110043	\$ 0.0050	0.0305	39411	\$ 0.0058	0.0330
BIG BEAR SHERIFF, 477 SUMMIT BLVD, BIG BEAR	107690	\$ 0.0050	0.0210	41958	\$ 0.0058	0.0243
FONTANA SHERIFF, 17780 ARROW BLVD, FONTANA	79930	\$ 0.0025	0.0095	7951	\$ 0.0029	0.0122
CRESTLINE ROAD YARD, 62499 CREST FOREST DRIVE, CRESTLINE	31754	\$ 0.0050	0.0150	19956	\$ 0.0058	0.0255
GLEN HELEN SHERIFF, 18958 WEST INSTITUTION RD., DEVORE-EVOC	35316	\$ 0.0050	0.0650	5377	\$ 0.0058	0.0673
RUNNING SPRINGS ROAD YARD, 1920 WILDERNESS ROAD, RUNNING SPRINGS	0			3360	\$ 0.0685	0.0925
BIG BEAR ROAD YARD, N/O HWY 38 AND STANFIELD CUTOFF, BIG BEAR LAKE	0			12311	\$ 0.0050	0.0635
JOSHUA TREE ROAD YARD, 62499 TWENTYNINE PALMS HIGHWAY	0			11620	\$ 0.0050	0.2450
BARSTOW SERVICE CENTER, 29802 HWY 58, BARSTOW	0			44447	\$ 0.0050	0.2450
TRONA ROAD YARD, 80311 TRONA RD., TRONA	0			4287	\$ 0.0050	0.4150
PRADO REGIONAL PARK, 16700 SOUTH EUCLID AVE., CHINO	2829	\$ 0.0125	0.0845	283	\$ 0.0145	0.0978
YUCAIPA REGIONAL PARK, 33900 OAK GLEN ROAD, YUCAIPA	2000	\$ 0.0050	0.1115	565	\$ 0.0058	0.1291
GLEN HELEN REGIONAL PARK, 2555 GLEN HELEN PARKWAY, SAN BERNARDINO	2688	\$ 0.0050	0.1115	3055	\$ 0.0058	0.1291
CALICO GHOST TOWN, INTERSTATE 15/GHOST TOWN ROAD, YERMO	2016	\$ 0.0400	1.2550	0		
#2 1511 DEVORE ROAD, DEVORE	1770	\$ 0.0090	0.1450	6440	\$ 0.0104	0.1679
#4 27089 HELENDALE RD., HELENDALE	100	\$ 0.0820	0.1850	3715	\$ 0.0891	0.1932
#9 1300 CRAFTON AVE., MENTONE	523	\$ 0.0050	0.1100	1915	\$ 0.0058	0.1274
#10 9625 BEEKLEY, PHELAN	0			9355	\$ 0.0289	0.2230
#14 5980 ELM ST., WRIGHTWOOD	0			7121	\$ 0.0289	0.2230
#18 148808 HAVASU LAKE RD., HAVASU LAKE	3510	\$ 0.0060	0.4070	2017	\$ 0.0058	0.4288
#22 12398 TAMARISK RD., VICTORVILLE	0			3849	\$ 0.0289	0.2230
#23 22582 CITY CENTER DR., GRAND TERRACE	0			2820	\$ 0.0289	0.1411
#42 58612 ABERDEEN, YUCCA VALLEY	1896	\$ 0.0350	0.2420	8846	\$ 0.0295	0.2510
#45 80526 AMBOY RD., 29 PALMS	29	\$ 0.0350	0.2825	8280	\$ 0.0405	0.1990
#53 73734 BAKER BLVD., BAKER	0			7210	\$ 0.0500	0.2800
#56 37284 FLOWER, HINKLEY	0			1352	\$ 0.0500	0.2800
#57 83732 TRONA RD., TRONA	5568	\$ 0.0050	0.3150	1211	\$ 0.0058	0.3240
#72 15380 SAN BERNARDINO AVE., FONTANA	159	\$ 0.0050	0.0450	7449	\$ 0.0058	0.0521
#75 2156 DARBY, MUSCOY	0			7281	\$ 0.0135	0.0800
#77 17459 SLOVER, BLOOMINGTON	1816	\$ 0.0250	0.1025	10287	\$ 0.0289	0.1187
#78 7110 CITRUS, FONTANA	2287	\$ 0.0250	0.1325	5595	\$ 0.0289	0.1534
#91 301 SO. STATE HWY 173, LAKE ARROWHEAD	0			5594	\$ 0.0300	0.1400
#92 981 NO. STATE HWY 173, LAKE ARROWHEAD	770	\$ 0.0200	0.1525	1232	\$ 0.0300	0.1400
#95 335 GREEN VALLEY LAKE, GREEN VALLEY	0			0		
#98 5766 FRONTAGE RD., ANGELES OAKS	0			422	\$ 0.0058	0.1850
#99 VALLEY OF THE FALLS, FOREST FALLS	0			432	\$ 0.0400	0.2000
#311 16200 DESERT KNOLL DR., VICTORVILLE	4767	\$ 0.0050	0.1350	10222	\$ 0.0058	0.1445
#312 15182 EL EVADO, VICTORVILLE	0			4306	\$ 0.0058	0.1445
#313 13086 AMETHYST RD., VICTORVILLE	0			5789	\$ 0.0400	0.1300
#314 17008 SILICA STREET, VICTORVILLE	0			4026	\$ 0.0400	0.1250
#319 18550 READINESS STREET, VICTORVILLE	0			2406	\$ 0.0500	0.1470
#1 VERDEMONT RANCH RD., SAN BERNARDINO, GLEN HELEN NORTH	0			20273	\$ 0.0025	0.0975
#305 8331 CALIENTE RD., HESPERIA	14055	\$ 0.0400	0.1400	22384	\$ 0.0463	0.1450
#71 16980 ARROW BLVD., FONTANA	0			7949	\$ 0.0058	0.0753
#740 21755 DOYLE RD., CEDAR PINES, CSA 18	0			288	\$ 0.0800	0.1300
#741 17740 ALDER STREET, HESPERIA, CSA 64	14035	\$ 0.0050	0.1150	15438	\$ 0.0058	0.1332
#742 29419 TORRY RD., LAKE ARROWHEAD, CSA 70	0			1661	\$ 0.1100	0.2000
STATION 226, 1920 NORTH DEL ROSA AVE, SAN BERNARDINO	0			0		
STATION 232, 6065 PALM AVE, SAN BERNARDINO	0			0		
STATION 32, 100 SAFARI DRIVE, NEEDLES	0			0		
WVDC, 9500 ETIWANDA AVE., RANCHO CUCAMONGA, FUEL FOR GENERATOR						
ISD, 670 E. GILBERT STREET, SAN BERNARDINO, FUEL FOR GENERATOR ONLY						
ARMC, 400 PEPPER AVE., COLTON, FUEL FOR GENERATOR ONLY						
HDGC, 15900 SMOKETREE ST, HESPERIA, FUEL FOR GENERATOR ONLY						
TOTAL GALLONS						

COST PER CAN DOES NOT INCLUDE 10%
DISCOUNT AND MARKER AS PER 4-18-17
YOU MAY ALSO ASK PROVIDE YOUR 1/2
DIFFERENTIAL WHICH WILL ADD TO THE
OPRS COST ON 4-18-17

15 X PREFERENCE

ROUND TOTAL \$4,006,024.846 (2,518,872,888) + \$1,302,431,750 + \$24,269,374 + \$90,174,698

\$1,001,230,400 + \$18,617,565 + \$1,347,777,920

<p> 24,000,000 (18,000,000 + 6,000,000 + 1,000,000) 15,000,000 (10,000,000 + 5,000,000) 9,000,000 (6,000,000 + 3,000,000) </p>	<p> 24,000,000 (18,000,000 + 6,000,000 + 1,000,000) 15,000,000 (10,000,000 + 5,000,000) 9,000,000 (6,000,000 + 3,000,000) </p>
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REQUEST FOR PROPOSAL
 COUNTY OF SAN BERNARDINO
 PURCHASING DEPARTMENT

Date: 3-31-17

Proposal No. AGENCY17-PURC-2378

Page No. 1 of 30 Pages

Materials: **GASOLINE & DIESEL FUEL**

To Be Delivered To: **VARIOUS LOCATIONS**

For further information, call: **PAM BUSCEMI,**
 Deputy Purchasing Agent
 (909) 387-7854

Submit each individual proposal in separate sealed envelope with proposal number marked on outside to:
County Purchasing Agent
 777 East Rialto Avenue
 San Bernardino, CA 92415-0760
BEFORE: Friday, April 28, 2017 @ 2:00 PM

INSTRUCTIONS AND CONDITIONS

1. All prices and notations must be typewritten or printed in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent, and must be initialed in ink by person signing quotation.
2. State brand, or make, on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the Vendor. If quoting on other than make, model or brand specified, the manufacturer's name and the catalog number must be given, or descriptive cut and information attached to the quotation.
3. Quote on each item separately. Prices should be stated in units specified.
4. Each quotation must be in separate sealed envelope with proposal number on outside, and must be received by County Purchasing Agent, 777 East Rialto Avenue, San Bernardino, CA 92415-0760 not later than the hour and day specified hereon, at which time it will be publicly opened and read. For the purposes of this proposal, the time specified will be as defined by the official time clock located in the Purchasing Department. Late or incomplete proposals will not be accepted.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the Vendor shall so state in the column provided, opposite each item.
6. Terms of less than 30 days for cash discount will be considered as net.
7. All quotations must be signed with the firm's name, by a responsible officer or employee. Obligations assumed by such signatures must be fulfilled.
8. Unless otherwise definitely specified, the prices quoted herein do not include California Sales Tax.
9. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
10. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or to waive any informality in a proposal.
11. Cost is an important factor in the evaluation process, but the County is not obligated to accept the lowest cost proposal. At the County's discretion, considerations other than price may factor into a decision as to which products provide the best overall value to the County.
12. Samples of items, when required, must be furnished free of expense to the County; and if not destroyed by tests, will upon request be returned at Vendor's expense. Vendors shall pick up their items within five days after they have been notified that the testing has been completed. Items not picked up will be disposed of at the discretion of the Purchasing Agent.
13. In case of default by the Vendor, the County of San Bernardino may procure the product(s) from other sources and may deduct from unpaid balance due the Vendor, or may collect against the bond of surety, or mail bill for excess costs so paid, and the prices paid by the County of San Bernardino shall be considered the prevailing market prices paid at the time such purchase is made.
14. All freight charges must be itemized separately on all responses to this RFP. If shipping cost is included in the product unit cost, deduct the amount added for shipping and show it as a separate line item. Freight terms to be FOB destination.
15. Cost of transportation, handling, and/or inspection on deliveries, or offers for delivery, which do not meet specifications, will be for the account of the Vendor.
16. The Vendor shall hold the County of San Bernardino, its officers, agents, servants and employees, harmless and defend same from liability of any nature or kind on account of use of any copyright or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used under this quotation.
17. **PRICES QUOTED F.O.B. DESTINATION UNLESS OTHERWISE STATED.**
18. Neither party will be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God. (Force Majeure)
19. Quotations are subject to acceptance at any time within 60 days after opening of same, unless otherwise stipulated.
20. Verify your quotations before submission, as they cannot be withdrawn or corrected after being opened.
21. **RETURN THIS SHEET WHETHER OR NOT YOU QUOTE A PRICE.** If you do not quote, state your reason; otherwise, your name may be removed from the mailing list.
22. Accounts paid for transportation of property to the County of San Bernardino are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as San Bernardino County; as such, papers may be accepted by the carrier as proof of the exempt character of the shipment.
23. To be considered, each Vendor must register with the epro system at <https://epro.sbcounty.gov/epro/onfile>.
24. The Vendor agrees to comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, Equal Employment Opportunity, San Bernardino County Emerging Small Business Enterprise program, and other applicable Federal, State, and County laws, regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. The articles covered by the quotation must conform to safety orders of OSHA, CALOSHA and/or NIOSHA, and OSH-POD.
25. Assignment of the contract by the Vendor to other suppliers/contractors must be approved by the Purchasing Agent.
26. By its execution of this Contract, Proposer certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work." If the Services/Scope of Work are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services/Scope of Work available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws. See Exhibit A for additional information regarding Prevailing Wage Laws.
27. Conflict of Interest: Your signature hereon certifies that no County employee, whose position in the County service enables them to influence any award of your offer or any competing offer, shall have any direct or indirect financial interest in any transaction resulting from this request for proposal.
28. Vendors making delivery or providing services on County premises shall carry liability insurance and Worker's Compensation coverage in accordance with the County's Standard Practice requirements.

The following must be filled in by the contractor in submitting his proposal:

Date _____

Delivery will be made in _____ days
 from receipt of order unless otherwise noted.
 Cash Discount Terms _____

Signed By _____

(REV 01/30/15 - Product)

Company MERIT OIL COMPANY
 Address P.O. Box 341
 City & State Bloomington CA Zip 92314
 Telephone No. (909) 877-2651

I. INTRODUCTION

A. Solicitation Language

ePro

Proposals or bids must be received by the designated date and time. An electronic proposal or bid can be submitted through the County of San Bernardino Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/epro/>. Submittals in ePro will be opened from the system's "encrypted lock box" after the deadline and evaluated as stated in this solicitation. If the proposal or bid is submitted through ePro, the proposal or bid may also be withdrawn OR retrieved, adjusted and re-submitted by the vendor at the time prior to the scheduled deadline for submission of the proposal or bid.

Paper responses will also be accepted at the location identified in the solicitation, by mail or in person to the address listed in Section II, Paragraph B and will be time/date stamped when received and can be withdrawn at any time prior to the scheduled deadline for submission of the proposal or bid. If the proposal or bid is submitted through ePro, the proposer/bidder acknowledges that its electronic signature is legally binding. **All proposers/bidders must register with the ePro system prior to the date and time to receive the bid or proposal or they will be disqualified. Late or incomplete proposals or bids will not be accepted.** System-related issues in ePro shall be directed to Vendor support at ePro.Vendors@buyspeed.com or at (855) 800-5046. For procurement questions involving ePro, please contact the Purchasing Department at (909) 387-2060.

B. PURPOSE

The County of San Bernardino (County) is seeking qualified Vendors to provide **GASOLINE & DIESEL FUEL**, furnished in quantities ordered, at times needed, by the successful Vendor(s).

C. PERIOD OF CONTRACT

The contract awarded shall begin on 6/16/17 or as soon as thereafter practicable and extend through 6/15/22.

II. INSTRUCTIONS TO VENDORS

A. GENERAL INFORMATION

Vendors shall conform to all instructions and conditions as specified in the Request for Proposal. Awards will be posted on the Purchasing Department website at www.sbcounty.gov/purchasing

B. PROPOSAL RETURN

Return a signed original of the proposal in a sealed envelope and clearly state on the outside of the envelope in the lower left-hand corner "PROPOSAL ENCLOSED AGENCY17-PURC-2378" and return to:

County of San Bernardino
Purchasing Department
777 E. Rialto Avenue; RFP AGENCY17-PURC-2378
San Bernardino, CA 92415-0760
Attn: PAM BUSCEMI, Deputy Purchasing Agent
Due on or before: FRIDAY April 28, 2017 @ 2:00 PM

C. DEADLINE

Vendors shall submit signature page (Cover Sheet), References (Attachment A), and Price Sheet (Attachment B). To be considered responsive, proposals are to include all items identified. **Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals will not be accepted.**

Proposals must be submitted electronically through ePro or original hard copy(s) with original signature to address indicated in Section B above.

D. PROPOSAL OPENING

All proposals will be opened at the time, date and place specified.

E. MINIMUM VENDOR REQUIREMENTS

All Vendors must:

1. Have at least three references of governmental agencies or private companies of similar size and scope to whom they have supplied like products/supplies within the last five years (see Attachment A).
2. Provide copies of current necessary licenses and/or permits.
3. Have no record of unsatisfactory performance as determined by the California Contractors State License Board and California Department of Consumer Affairs. Contractors who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the contractor, shall be presumed to be unable to meet the requirement.
4. Have no outstanding or unresolved complaints/issues with San Bernardino County or other local agencies.

F. PROPOSAL PREPARATION INSTRUCTIONS

Bids must be typed OR written legibly in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by person signing the proposal. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. California State Sales Tax should NOT be included in Vendor's proposal.

G. PROPOSAL PREPARATION COST

Cost for preparing bid response and any other related material is the responsibility of the vendor and shall not be chargeable in any manner to the County.

H. USE OF PROPOSALS RECEIVED

All proposals received shall become the property of the County.

I. ACCEPTANCE OR REJECTION OF PROPOSALS

Proposals shall remain open, valid and subject to acceptance anytime within 180 days after the proposal opening date and time, unless a longer period of time is mutually agreed to by the parties.

The County reserves the right to reject any and all proposals or any portions of a proposal or alternates received by reasons of this request or to waive any informality or immaterial irregularities in a proposal.

The County also reserves the right to negotiate separately with vendors as may be necessary to serve its best interests.

Incomplete proposals will not be accepted.

J. ADMONITION TO VENDORS

Once this RFP has been issued, Vendors are specifically directed not to contact County personnel for meetings, conferences or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the Vendor. All questions regarding this RFP should be directed to the Deputy Purchasing Agent indicated on the Cover Page.

K. CONTINGENCIES

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals or portions of proposals, if the County determines it is in the best interest of the County to do so.

L. MODIFICATIONS

The County reserves the right to issue addenda or amendments to this RFP. Minor modifications may be made at the discretion of the Director of Purchasing. Any addenda or amendments will be posted on the Purchasing Department website. No other notice will be given.

M. NONEXCLUSIVE CONTRACT

This is not an exclusive Request for Proposal. The County reserves the right to enter into a contract with other Vendors for the same or similar services. The County does not guarantee or represent that the Vendors will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this contract.

N. CONFIDENTIAL INFORMATION

It is the responsibility of bidders to identify information in their proposals, which they consider to be confidential under the California Public Records Act, such as method of manufacture, materials, etc. To the extent that the County agrees with such a designation, such information will be held in strict confidence. All other information shall be considered public.

O. BEST VALUE EVALUATION PROCESS

Cost is an important factor in the evaluation process, but the County is not obligated to accept the lowest cost proposal. At the County's discretion, considerations other than price may factor into a decision as to which products provide the best value to the County. Such considerations may include:

- Past performance
- Environmental considerations
- Risk reduction
- Any other relevant factor listed in the solicitation

P. LOCAL PREFERENCE

The County of San Bernardino has adopted a preference for Vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods, or supplies.

For purposes of the application of the local preference policy (County Policy 11-10), "principal place of business" is defined as the Vendor's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the Vendor's main office (or headquarters) which:

- a. Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an RFP/RFB/Quote for any contract, agreement, or purchase order to which it responds;
- b. Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six months; and
- c. Has a minimum of twenty-five percent (25%) of the Vendor's full time management employees and twenty-five percent (25%) of its full time regular employees working from the County of San Bernardino location(s).

The County's Local Preference Policy means for example, if two Vendors are responding to this RFP and if quality, service and ability to meet the County's needs are equal, County staff must determine if one of the Vendors is a local Vendor. If one of the Vendors is a local Vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other Vendor's quoted price or cost, unless it is determined that an exemption applies, staff may recommend the local Vendor for the contract award.

My company meets the criteria for the five percent cost preference as a local Vendor for the County of San Bernardino, as described above: YES NO

Q. PRICE GUARANTEE

The County gives preference to firm prices. All price escalation provisions will be considered alternate offers. Offers specifying a maximum escalation percentage during the period of contract will be given preference over those offering an unspecified price escalation. The County requires bona fide proof of cost increases, including surcharges, fees, etc., on Contracts prior to any price escalation adjustment. A minimum of thirty (30) days advance notice is required to secure such adjustments. Vendor must obtain prior written approval from the Purchasing Agent before implementing any price increases. When offering escalating price contracts, quote applicable labor and materials separately as to percentage of total cost. No retroactive pricing adjustments will be considered. The County may enforce, adjust, or cancel escalating price contracts as it sees fit. The net dollar amount of profit will remain firm during the period of the contract. Adjustments increasing the vendor's profit will not be allowed. The County shall be given the benefit of all price decreases provided by vendor to similarly-sized customers.

Vendor represents that the prices charged the County do not exceed existing selling prices to other agencies for the same or substantially similar items or services for comparable quantities under similar terms and conditions. The County retains the right to rebid the contract if, in the opinion of the County, prices become too high.

R. COMPLETION OF QUOTE

When no manufacturer is specified, vendor must indicate brand of manufacturer being bid. When brand or manufacturer is specified, vendor may bid substitute items as equals, except those items marked "NO SUBSTITUTE". Vendor must be able to justify any substitute item by submitting samples when called for. The County reserves the exclusive right to accept or reject any item. If there is a discrepancy between brand or manufacturer number and item description, the description will be controlling. Changes in packaging will not be authorized unless so indicated when proposal is submitted. Bidder shall complete quote by filling in on each item quoted: brand name, product number and manufacturer. If bidding "As Specified", indicate so, with an "A/S". Indicate if there is a minimum quantity required with order. If unable to quote on an item, specify "No Bid".

S. CONSUMPTION

Totals shown on proposal schedule are approximate and are minimum estimates for the period of contract in order not to over-contract. Quantities herein are an estimate and are not a guarantee of any quantity purchase as a result of this proposal.

T. PURCHASE ORDER ADDRESS

If purchase orders are to be sent to an address other than that filled in by the vendor on the first page of this proposal, the vendor shall show on the following blank lines the address to which resultant orders from this proposal should be sent:

III. CONTRACT REQUIREMENTS

Contracts resulting from this RFP may include the terms contained below. If the Proposer has any objections to these terms, these objections must be addressed in the proposal/bid or the objections will be deemed waived.

A. GENERAL

1. DELIVERY SERVICE

- a. Delivery shall be made to point as specified to each County address and department as ordered.
- b. Time of delivery is a part of the consideration and must be stated in definite terms and adhered to. Fuel shall be delivered to the designated address(es) within twenty-four (24) hours of the order date, notwithstanding weather conditions so long as roadways are open. Contract supplier must provide a four (4) hour maximum window to the ordering individual indicating expected delivery time at the location. Supplier must strive to meet delivery during that window. Repeated failure to deliver on time will constitute grounds to terminate the contract.
- c. All items or services are subject to final inspection and acceptance at the designated locations by the County. Such final inspection shall be made within a reasonable time after delivery. The successful vendor shall be responsible for taking tank stick readings or tank gauge before and after delivery and recording them on the short form Bill of Lading, which shall be left at the delivery address, itemizing Gross/Net units and the manner in which net was computed.
- d. Vendor shall coordinate with each location to establish a regular delivery schedule.
- e. Delivery shall be made complete as ordered within the time quoted by vendor from receipt of order.
- f. One Delivery-One Invoice.
- g. Delivery will be made to the listed locations during the stated delivery hours (see Attachment B).
- h. Prompt delivery and efficient service are essential; failure to furnish such delivery and service will constitute a breach of this contract.
- i. All freight charges must be itemized separately on all responses to this RFP. If shipping cost is included in the product unit cost, deduct the amount added for shipping and show it as a separate line item. Freight terms to be FOB destination.

2. VENDOR'S GUARANTEE

- a. In quoting, the Vendor guarantees to make delivery of all items quoted, either from its stock, from warehouse stock, or via manufacturer's shipment. If unavailable from Vendor's stock or if Vendor is unable to secure from warehouse or manufacturer, it shall be the Vendor's responsibility to see that the item is obtained from any other source having the item in stock.
- b. In case of default by Vendor, the County may procure the item from other sources and will charge the vendor for excess costs so paid and the prices paid by the County shall be considered to be the prevailing market price at the time such purchase is made.
- c. Vendor's response to this RFP is to be on the basis that all items bid are guaranteed equal in quality and pattern to those specified and that any item purchased as equivalent and found not acceptable to using department may be returned for full credit.
- d. The Vendor guarantees that the goods supplied under this RFP and any purchase order resulting from award of same will meet all the express warranties and the implied warranties of merchantability and fitness for the intended purpose(s).
- e. All vendors responding to this RFP must provide a letter from a Refiner guaranteeing uninterrupted product supply for the duration of any resulting contract.
- f. Upon award of the contract, successful supplier will be required to meet with the Fleet Management Department appointed authority to discuss any issues or requirements regarding delivery to various fueling sites in the County. Once delivery policy has been established to provide the proper level of service to the County, supplier assumes full responsibility for making such information available to all current and subsequent delivery personnel (employees and/or contract personnel).
- g. Proposed suppliers shall comply with all Internal Revenue Service and the State Board of Equalization requirements. A copy of a valid Vendor Fuel Use Permit, Broker Motor Fuel Tax Permit, and Reseller's Permit must be included in your proposal. The successful supplier must provide the Fleet Management Department with a valid I.R.S. Form 637 prior to award of contract.
- h. The successful supplier will provide the County Fleet Management Department's Fuel and Security Office with a contact individual(s) name, address, and phone number which will be valid 24 hours a day, 7 days a week. In cases of emergency, that contact, or his appointed stand-in must be available and have the authority to respond to the needs of the County.

3. INVOICES

Invoices are payable monthly unless otherwise agreed upon by department. Invoices must reflect both purchase order number and applicable proposal number to initiate payment. Invoices are to be sent to the ordering department.

Invoicing will be based on the Oil Price Index Service (OPIS) average daily rack price at the LA Terminal plus the delivery differential. The delivery differential shall be a fixed price for a period not less than one (1) year. Saturday, Sunday and Holiday deliveries will use the OPIS average rack price from the previous reporting day. Vendor is to offer to the County any and all rebates, allowances or other price reduction incentives being offered to customers of the Vendor, including "pass through" incentives from refineries. For purposes of locations not outlined in this proposal, prices should be similar to locations (in proximity) quoted.

Truck and Trailer Pricing: 7500+ gallons shall be considered a Truck and Trailer quantity and will be priced at the Truck and Trailer Price. The County has a need to receive gasoline and diesel shipments in mixed loads. Any combination of gasoline and diesel exceeding 7500 gallons shall be considered a Truck and Trailer load for pricing purposes. The Truck and Trailer Pricing will be firm for the life of any agreement entered into pursuant to this RFP.

Short Load Pricing: 5000 gallons to 7499 gallons. The County has a need to receive gasoline and diesel shipments in mixed loads. Any combination of gasoline and diesel exceeding 5000 but not more than 7500 gallons shall be considered a short load for pricing purposes.

Tank Wagon Pricing: Less than 4999 gallons shall be considered Tank Wagon pricing and is broken down into three break points (1 to 999 gallons; 1000 to 2499 gallons; and 2500 to 4499 gallons). List pricing as additional delivery charges on the Price Sheet.

4. USAGE REPORTING

The successful Vendor should have the capability to accumulate usage on a per-gallon and total sales for each County location. Reports shall be submitted on a semi-annual basis, listing location, number of gallons delivered, type of fuel delivered/sold, and prices invoiced. The report shall be submitted within 60 days following the close of the calendar reporting period to the County of San Bernardino Fleet Management Department at 210 North Lena Road, San Bernardino, CA 92415-0842. Prompt and accurate reporting is an essential part of RFP.

The successful supplier will be responsible for providing the LA Mid Spot prices to the Fleet Management Department via Email Excel spreadsheet for each day, Monday through Friday. The spreadsheet (one spreadsheet for Tank Wagon and one for Truck and Trailer) shall break down the price per gallon for each fuel facility for both gasoline and diesel.

5. TAXES

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Vendor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

6. IRAN CONTRACTING ACT OF 2010

(Applicable for all RFP/Bids of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Proposer certifies that at the time the proposal is submitted, the Proposer signing the proposal is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Proposers are cautioned that making a false certification may subject the Proposer to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Proposer agrees that signing the Proposal shall constitute signature of this Certification.

7. STOCK ADJUSTMENTS/RETURNS

In quoting, the Seller agrees to give full credit on returned merchandise resulting from this proposal, with exception of custom orders. Vendor agrees to waive any re-stocking fees.

8. RETURNED MERCHANDISE

In quoting, the Vendor agrees to give full credit on returned merchandise resulting from this proposal, with exception of custom orders.

9. CONFIDENTIALITY

During the term of the Contract, if Vendor will have access to and become acquainted with confidential information, Vendor and each of their officers, employees, and agents, will maintain all confidential information, except as authorized in writing by County, or except as specifically provided herein, or except to the extent that: it was generally known when received; it is or hereafter becomes lawfully obtainable from other sources; it is necessary to disclose it to regulatory authorities having jurisdiction over either party or their subsidiaries or affiliated companies, or as may otherwise be required by law; or to that extent such duty as to confidentiality is waived. Vendor will take all steps necessary to safeguard the confidential information against unauthorized disclosure or use, and to satisfy their obligations under this contract. Failure of Vendor to exercise and safeguard confidential information may result in criminal prosecution. If deemed necessary, any background checks will be at Vendor's expense. County will invoice the Vendor for costs paid by the County for reimbursement.

10. TERMINATION FOR CONVENIENCE

The County for its convenience may terminate this contract in whole or in part upon thirty (30) calendar day's written notice. If such termination is effected, an equitable adjustment in the price provided for in this contract shall be made. Such adjustment shall provide for payment to the Vendor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Vendor shall promptly discontinue services unless the notice directs otherwise. Vendor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

11. PARTICIPATION

The County desires that Public Agencies, Municipalities, School Districts, and other Tax Exempt Districts within the:



County of San Bernardino
State of California
None

requiring Diesel Fuel and Gasoline may at their option and through the County Purchasing Agent, avail themselves of the agreement resulting from this proposal. Upon notice, in writing, the Vendor agrees to the extension of the terms of a resultant agreement with such Governmental bodies as though they have been expressly identified in this agreement, with the provision that:

- a. Such Governmental body does not have and will not have in force any other contract for like purchases.
- b. Such Governmental body does not have under consideration for award any other bids or quotations for like purchases.
- c. Such Governmental body shall make purchases and payment directly through the Vendor. The County will not be liable for any such purchase made between the Vendor and another Governmental body who avail them of this agreement.

The Contractor shall be required to maintain a list of all Public Agencies, Municipalities, School Districts, and other Tax Exempt Districts using this Contract. The list shall report dollar volumes spent annually and shall be provided to the County on January 1st of each year during the term of the contract.

12. VOLUME PURCHASE DISCOUNTS

The County may, from time to time, have the need for a large individual spot purchase, warranting special pricing. Separate quotes with Vendors shall be permitted in these cases.

13. INDEMNIFICATION AND INSURANCE REQUIREMENTS

Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, Insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons

including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. Coverage shall also apply to automobile liability.

14. RIGHT TO MONITOR AND AUDIT

The County shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Vendor in the delivery of services provided under this contract. Vendor shall give full cooperation, in any auditing or monitoring conducted. Vendor shall cooperate with the County in the implementation, monitoring and evaluation of this contract and comply with any and all reporting requirements established by the County.

In the event the County determines that Vendor's performance of its duties or other terms of this contract are deficient in any manner, County will notify Vendor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Vendor shall remedy any deficiency within forty-eight (48) hours of such notification, or County at its option, may terminate this contract immediately upon written notice, or remedy deficiency and off set the cost thereof from any amounts due the Vendor under this contract or otherwise.

Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the contract or until all pending County, State and Federal audits are completed, whichever is later.

15. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

- The County reserves the right to request the information described herein from the Vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Vendor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

16. REPRESENTATION OF THE COUNTY

In the performance of the contract, Vendor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

17. VENDOR PRIMARY CONTACT

The Vendor will designate an individual to serve as the primary point of contact for the contract. Vendor or designee must respond to County inquiries within two (2) business days. Vendor shall not change the primary contact without written acknowledgement to the County.

18. CHANGE OF ADDRESS

Vendor shall notify the County in writing, and update their Vendor profile at www.sbcounty.gov/purchasing, of any change in mailing address within ten (10) business days of the change.

19. SUBCONTRACTING

Vendor agrees not to enter into any subcontracting contracts for work contemplated under the contract without first obtaining written approval from the County. Any subcontracting shall be subject to the same terms and conditions as Vendor. Vendor shall be fully responsible for the performance and payments of any subcontractor's contract.

20. LEGALITY AND SEVERABILITY

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

21. CONTRACT ASSIGNABILITY

Without the prior written consent of the County, the contract is not assignable by Vendor either in whole or in part.

22. CONTRACT AMENDMENTS

Vendor agrees any alterations, variations, modifications, or waivers of the provisions of the contract, shall be valid only when reduced to writing, executed and attached to the original contract and approved by the required persons.

23. ATTORNEY FEES AND COSTS

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Section C Terms and Conditions, Indemnification and Insurance Requirements.

24. CHOICE OF LAW

This Contract shall be governed by and construed according to the laws of the State of California.

25. COUNTY REPRESENTATIVE

Laurie Rozko or his/her designee shall represent County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. The County of San Bernardino Board of Supervisors must approve all amendments to this Contract.

26. VENUE

The venue of any action or claim brought by any party to the Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District or the Federal District Court, Riverside County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County.

27. LICENSES AND PERMITS

Vendor shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Vendor shall maintain these licenses and permits in effect for the duration of this contract. Vendor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this contract.

28. NOTICE OF DELAYS

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

29. NOTIFICATION REGARDING PERFORMANCE

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this contract, the Vendor shall notify the County within one (1) working day, in writing and by telephone.

30. CONFLICT OF INTEREST

Vendor shall make all reasonable efforts to ensure that no county officer or employee, whose position in the county enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Vendor or officer or employee of the Vendor.

31. LABOR LAWS

Vendor shall strictly adhere to the applicable provisions of the Labor Code regarding the employment of apprentices; minimum wages; travel and subsistence pay; retention and inspection of payroll records; workers compensation; payment of wages. If applicable, the Vendor shall forfeit to the County the penalties prescribed in the Labor Code for violations.

32. ELECTRONIC FUND TRANSFER PROGRAM

Vendor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Vendor's designated checking or other bank account. Vendor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

33. PROCUREMENT CARD PROGRAM

The County participates in the State of California Procurement Card Program known as CAL-Card (VISA credit card). Whenever possible, the County prefers to place orders and make payments utilizing procurement cards. Please indicate if your company accepts VISA. YES _____ NO

If your company does not accept procurement cards and you are interested in accepting VISA, contact your local bank or financial institution for assistance.

34. OWNERSHIP OF DOCUMENTS

All documents, data, products, graphics, computer programs and reports prepared by Vendor pursuant to contract shall be considered property of the County upon payment for services. All such items shall be delivered to County at the completion of work under this contract, subject to the requirements of Termination for Convenience.

35. COPYRIGHT

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this contract shall acknowledge the County of San Bernardino as the funding agency and Vendor as the creator of the publication. No such materials or properties produced in whole or in part under this contract shall be subject to private use, copyright or patent right by Vendor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this contract must be filed with the County prior to publication.

36. RELEASE OF INFORMATION

No news releases, advertisements, public announcements or photographs arising out of this contract or Vendor's relationship with County may be made or used without prior written approval of the County.

37. ENVIRONMENTAL REQUIREMENTS

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Vendors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Vendors to use both sides of paper sheets for reports submitted to the County whenever practicable.

Although the County has not committed to allowing a cost preference, if two products are equivalent and the cost is feasible the environmentally preferable product would be selected. The intent is to utilize Vendors that reduce environmental impacts in their production and distribution systems whenever fiscally practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB939), Vendor must be able to annually report the County's environmentally preferable purchases using Attachment C. Service providers are also asked to report on environmentally preferable goods and materials used in the provision of their service to the County.

38. ARTWORK, PROOFS AND/OR NEGATIVES

All artwork, proofs and/or negatives in either print or digital format for this product are the property of the County of San Bernardino. These items must be returned to the County of San Bernardino within ten (10) days, upon written notification to the Vendor. In the event of a failure to return the documents, the county is entitled to pursue any available legal remedies. In addition, the Vendor will be barred from all future solicitations, for a period of at least six (6) months.

39. EMPLOYMENT OF FORMER COUNTY OFFICIALS

Vendor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Vendor. The information provided must include a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Vendor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

40. DRUG-FREE WORKPLACE

The Vendor certifies that he will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a);
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or organization's policy of maintaining a drug-free workplace.
 - iii. Any available counseling, rehabilitation and employee assistance programs.
 - iv. Penalties that may be imposed upon any employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting contract:
 - i. Will receive a copy of the company's drug-free policy statement; and,
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment.

41. DAMAGE TO COUNTY PROPERTY, FACILITIES, BUILDINGS OR GROUNDS

The Vendor shall repair, or cause to be repaired, at its own cost, all damage to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Vendor or employees or agents of the Vendor. Such repairs shall be made immediately after Vendor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Vendor fails to make timely repairs, the County may make any necessary repairs. The Vendor, as determined by the County, for such repairs shall repay all costs incurred by the County, by cash payment upon demand or County may deduct such costs from any amounts due to the Vendor from the County.

42. AMERICAN RECOVERY AND REINVESTMENT ACT FUNDING (ARRA)

Use of ARRA Funds and Requirements

This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to

provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.uscontractorregistration.com> and may be required to have its subcontractors also register in the same database. Contractor must contact the County with any questions regarding registration requirements.

Schedule of Expenditure of Federal Awards

In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Contractor may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Whistleblower Protection

Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-Federal contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to the implementation or use of recovery funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds.

Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA.

43. *If applicable* Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.
44. Vendor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Vendor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

B. FISCAL PROVISIONS

1. The maximum amount of *reimbursement/payment* under this Contract shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
2. Contractor shall provide County Itemized monthly invoices, in arrears, for services performed under this Agreement within twenty (20) days of the end of the previous month. The County shall make payment to Consultant within sixty (60) working days after receipt of invoice or the resolution of any billing dispute. Invoices must reflect both purchase order number and applicable proposal number to initiate payment. Invoices are to be sent to the ordering department.
3. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
4. County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
5. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
6. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

IV. IMPROPER CONSIDERATION

Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding the award of this proposal.

The County, by written notice, may immediately terminate any contract resulting from this proposal process if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Vendor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

V. INACCURACIES OR MISREPRESENTATIONS

If, in the course of the RFP process or in the administration of a resulting contract, the County determines that Vendor has made a material misstatement or misrepresentation, or that materially inaccurate information has been provided to the County, Vendor may be terminated from the RFP process, or in the event a contract has been awarded, the contract may be immediately terminated. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

VI. EVALUATION AND AWARD

A. General

Proposals will be subject to a review process developed by the County, which includes:

1. Mandatory submittal requirements and minimum qualifications
2. Analysis of functionality and service requirements
3. Cost evaluation
4. Reference checks

B. Evaluation Criteria

1. **Initial Review** - All proposals will be initially evaluated as follows to determine if they are eligible to be considered and evaluated:
 - a. The proposal must be complete, in the required format, and comply with all RFP requirements.
 - b. Proposers must meet the Minimum Vendor Requirements as outlined in Section II, E. Failure to meet all of these requirements will result in a non-responsive proposal that will be rejected with no further evaluation or consideration. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation and if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential, the County may choose to accept the proposal. In such cases the Vendor will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.
2. **Technical Review** - Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
 - a. Credentials, qualifications, reputation or past performance
 - b. Ability to provide product(s) in a timely manner
 - c. E-commerce or online reporting capabilities
 - d. Quality and contamination control
 - e. Field delivery or priority service considerations
 - f. Reliability and/or fiscal strength
 - g. Risk reduction
 - h. Environmental considerations
3. **Reference Checks** - References are obtained or verified at the discretion of the County, and at any stage in the evaluation process.

C. Award

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Vendor will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

D. Disputes Relating to Proposal Process and Award

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Director of Purchasing. Vendor may appeal the recommended award or denial of award, provided the following stipulations are met:

- a. Appeal must be in writing.
- b. Must be submitted within ten (10) calendar days of the date of the notification of the recommended award or denial of award letters.

An appeal of a **denial of award** can only be brought on the following grounds:

- a. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
- b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
- c. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Laurie Rozko, Director
County of San Bernardino
Purchasing Department
777 E. Rialto Avenue
San Bernardino, CA 92415-0760

The County Purchasing Agent shall make a decision concerning the appeal, and notify the Vendor making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. **The decision of the County Purchasing Agent shall be deemed final.**

ATTACHMENT A – REFERENCES

List three (3) government agencies or private sector companies of equal size and scope to whom you have supplied like product within the last five (5) years.

Agency Name: COUNTY OF SAN BERNARDINO
Address: 777 EAST RIVARDO AVE SAN BERNARDINO CA 92415
Contact Person: PAM BOSCEMI
Telephone No.: (909) 387-7854 Fax: ()
Number of years your company has provided this product to this customer: 3 YEARS

Agency Name: L.A.U.S.D
Address: 333 S. BEAUDAY AVE 22ND FLOOR LA 90071
Contact Person: NING DEPAKALIBO
Telephone No.: (213) 241-4800 Fax: (213) 241-8030
Number of years your company has provided this product to this customer: 4/24/05

Agency Name: CITY OF RIVERSIDE
Address: 8095 LINCOLN AVE RIVERSIDE CA 92503
Contact Person: MARCOM SCOTT
Telephone No.: (951) 826-5561 Fax: (951) 826-5878
Number of years your company has provided this product to this customer: 10 YEARS

Submission of this document constitutes permission to the County to check, verify, and have certified all of the information contained herein.

ATTACHMENT - B ALSO IN ePRO

LOCATION	ESTIMATED GASOLINE USAGE (GALLONS)	OPIS Avg COST PER GALLON	ESTIMATED DIESEL USAGE (GALLONS)	OPIS Avg COST PER GALLON	FREIGHT COST
WEST VALLEY SERVICE CENTER, 12672 4TH STREET, RANCHO CUCAMONGA	106560	1.9869 <i>FREIGHT MARIQUA</i>	52454	1.8712 <i>FREIGHT MARIQUA</i>	
SAN BERNARDINO MAIN YARD, 210 N. LENA RD., SAN BERNARDINO	964653	.01 (.0390)	116469	.0146 (.01)	
TWIN PEAKS SHERIFF, 26010 HWY 189, TWIN PEAKS	104348	.0545 .0115	29669	.0691 / .0133	
CHINO ROAD YARD AT THE AIRPORT, 7000 MERRILL AVE., CHINO, 91710	15351	.0155 / .0050	3935	.0179 / .0050	
BALDY MESA ROAD YARD, 12397 SYCAMORE, BALDY MESA, 92345	87175	.0110 / .0050	52283	.015 / .0058	
APPLE VALLEY ROAD YARD, 11923 JOSHUA RD., APPLE VALLEY, 92307	37900	.0120 / .0050	21312	.0165 / .0050	
NEEDLES SERVICE CENTER, 5 AIRPORT RD, NEEDLES	65573	.08 / .025	24508	.08 / .0289	
MORONGO SHERIFF, 6527 WHITE FEATHER ROAD, JOSHUA TREE	110043	.0305 / .0050	39411	.033 / .0058	
BIG BEAR SHERIFF, 477 SUMMIT BLVD, BIG BEAR	107690	.0210 / .0050	41958	.0243 / .0058	
FONTANA SHERIFF, 17780 ARROW BLVD, FONTANA	79930	.0095 / .0025	7951	.0122 / .0029	
CRESTLINE ROAD YARD, 23188 CREST FOREST DRIVE, CRESTLINE	31754	.015 / .0050	19956	.0255 / .0050	
GLEN HELEN SHERIFF, 18958 WEST INSTITUTION RD., DEVORE-EVOC	35316	.065 / .0050	5377	.0673 / .0058	
RUNNING SPRINGS ROAD YARD, 1920 WILDERNESS ROAD, RUNNING SPRINGS	0	—	3360	.0925 / .0685	

LOCATION	ESTIMATED GASOLINE USAGE (GALLONS)	OPIS Avg COST PER GALLON	ESTIMATED DIESEL USAGE (GALLONS)	OPIS Avg COST PER GALLON	FREIGHT COST
BIG BEAR ROAD YARD, N/O HWY 38 AND STANFIELD CUTOFF, BIG BEAR LAKE	0	1.9869	12311	1.8712	
JOSHUA TREE ROAD YARD, 62499 TWENTYNINE PALMS HIGHWAY	0	—	11620	—	
BARSTOW SERVICE CENTER, 29802 HWY 58, BARSTOW	0	—	44447	—	
TRONA ROAD YARD, 80311 TRONA RD., TRONA	0	—	4287	—	
PRADO REGIONAL PARK, 16700 SOUTH EUCLID AVE., CHINO	2829	.0815 / .0125	283	.0978 / .0145	
YUCAIPA REGIONAL PARK, 33900 OAK GLEN ROAD, YUCAIPA	2600	.1115 / .0050	565	.1291 / .0050	
GLEN HELEN REGIONAL PARK, 2555 GLEN HELEN PARKWAY, SAN BERNARDINO	2688	.1115 / .0050	3055	.1291 / .0050	
CALICO GHOST TOWN, INTERSTATE 15/GHOST TOWN ROAD, YERMO	2016	1.255 / .0400	0	—	
#2 1511 DEVORE ROAD, DEVORE	1770	.145 / .0090	6440	.1679 / .0104	
#4 27089 HELENDALE RD., HELENDALE	100	.185 / .082	3715	.1932 / .0691	
#9 1300 CRAFTON AVE., MENTONE	523	.1100 / .005	1915	.1274 / .0050	
#10 9625 BEEKLEY, PHELAN	0	—	9355	.223 / .0289	
#14 5980 ELM ST., WRIGHTWOOD	0	—	7121	.223 / .0289	
#18-148808 HAVASU LAKE RD., HAVASU LAKE	3510	.4010 / .005	2017	.4288 / .0050	
#22 12398 TAMARISK RD., VICTORVILLE	0	—	3849	.223 / .0289	
#23 22582 CITY CENTER DR., GRAND TERRACE	0	—	2820	.1411 / .0289	
#42 58612 ABERDEEN, YUCCA VALLEY	1896	.247 / .025	8846	.251 / .0295	
#45 80526 AMBOY RD., 29 PALMS	29	.2823 / .005	8280	.1996 / .0405	
#53 73734 BAKER BLVD., BAKER	0	—	7210	.28 / .05	
#56 37284 FLOWER, HINKLEY	0	—	1352	.28 / .05	
#57 83732 TRONA RD., TRONA	5568	.315 / .005	1211	.324 / .0050	
#72 15380 SAN BERNARDINO AVE., FONTANA	159	.045 / .005	7449	.0521 / .0050	

LOCATION	ESTIMATED GASOLINE USAGE (GALLONS)	ESTIMATED DIESEL USAGE (GALLONS)	FREIGHT COST
#75 2156 DARBY, MUSCOY	0	7281	OP 15 Aug 1.8712
#77 17459 SLOVER, BLOOMINGTON	1816	10287	1.087 / .0235
#78 7110 CITRUS, FONTANA	2287	5595	1.187 / .0289
#91 301 SO. STATE HWY 173, LAKE ARROWHEAD	0	5594	1.1534 / .0289
#92 981 NO. STATE HWY 173, LAKE ARROWHEAD	770	1232	.14 / .03
#95 335 GREEN VALLEY LAKE, GREEN VALLEY	0	0	.14 / .03
#98 5766 FRONTAGE RD., ANGELES OAKS	0	422	.185 / .0058
#99 VALLEY OF THE FALLS, FOREST FALLS	0	432	.20 / .04
#311 16200 DESERT KNOOLL DR., VICTORVILLE	4767	10222	.1495 / .0058
#312 15182 EL EVADO, VICTORVILLE	0	4306	.1495 / .0058
#313 13086 AMETHYST RD., VICTORVILLE	0	5789	.1300 / .0400
#314 17008 SILICA STREET, VICTORVILLE	0	4026	.125 / .04
#319 18550 READINESS STREET, VICTORVILLE	0	2406	.1470 / .05
#1 VERDEMONT RANCH RD., SAN BERNARDINO, GLEN HELEN NORTH	0	20273	.0916 / .0025
#305 8331 CALIENTE RD., HESPERIA	14055	22384	.145 / .0463
#71 16980 ARROW BLVD., FONTANA	0	7949	.0757 / .0050
#740 21755 DOYLE RD., CEDAR PINES, CSA 18	0	288	.13 / .08
#741 17740 ALDER STREET, HESPERIA, CSA 64	14035	15438	.1332 / .0050
#742-294-19 TORRY RD., LAKE ARROWHEAD, CSA 70	0	1661	.260 / .1100
STATION 226, 1920 NORTH DEL ROSA AVE, SAN BERNARDINO	0	0	.0915 / .0025
STATION 232, 6065 PALM AVE, SAN BERNARDINO	0	0	.0915 / .0025
STATION 32, 100 SAFARI DRIVE, NEEDLES	0	0	.545 / .005
WVDC, 9500 ETIWANDA AVE., RANCHO CUCAMONGA, FUEL FOR GENERATOR	0	0	.0575 / .0075

LOCATION	ESTIMATED GASOLINE USAGE (GALLONS)	ESTIMATED DIESEL USAGE (GALLONS)	COST PER GALLON	COST PER GALLON	FREIGHT COST
ISD, 670 E. GILBERT STREET, SAN BERNARDINO, FUEL FOR GENERATOR ONLY				<i>OPIS Avg</i> 1.8712	
ARMC, 400 PEPPER AVE., COLTON, FUEL FOR GENERATOR ONLY				1.9069 .0575 / .0075	
HDGC, 15900 SMOKETREE ST, HESPERIA, FUEL FOR GENERATOR ONLY				.0175 / .0025	
ADDITIONAL DELIVERY CHARGERS FOR TANK WAGON PRICING FOR THE FOLLOWING BREAKPOINTS (IF APPLICABLE)	1-999 GALLONS DIESEL	1000-2499 GALLONS DIESEL		.0575 / .0075	
ADDITIONAL DELIVERY CHARGERS FOR TANK WAGON PRICING FOR THE FOLLOWING BREAKPOINTS (IF APPLICABLE)	1-999 GALLONS GASOLINE	1000-2499 GALLONS GASOLINE		4500-7499 GALLONS DIESEL	
VOLUME REBATES: PLEASE STATE ANY VOLUME REBATE THAT YOUR COMPANY PROVIDES. VOLUME REBATES SHALL BE BASED ON THE TOTAL PURCHASES MADE BY THE COUNTY OF SAN BERNARDINO IN ONE (1) CALENDAR YEAR.	REBATE:			4500-7499 GALLONS GASOLINE	
THE SUCCESSFUL SUPPLIER WILL GIVE PRIORITY TO THE COUNTY OF SAN BERNARDINO FOR THE DELIVERY OF FUEL DURING A DISASTER. PLEASE DESCRIBE YOUR PROCEDURE IN BRIEF DETAIL FOR PROVIDING FUEL TO THE COUNTY IN THE EVENT OF A DISASTER.	PROCEDURE:				
COST PER GALLON INCLUDES + OR - DISCOUNT AND MARGIN AS OF 4-19-17. YOU MAY ALSO JUST PROVIDE YOUR +/- DIFFERENTIAL WHICH WILL ADD TO THE OPIS COST ON 4-19-17					

VOLUME REBATES: PLEASE STATE ANY VOLUME REBATE THAT YOUR COMPANY PROVIDES. VOLUME REBATES SHALL BE BASED ON THE TOTAL PURCHASES MADE BY THE COUNTY OF SAN BERNARDINO IN ONE (1) CALENDAR YEAR.

REBATE: Unleaded exceeding 1,000,000 Gallons per year % _____
REBATE: Unleaded exceeding 1,500,000 Gallons per year % _____
REBATE: Unleaded exceeding 2,000,000 Gallons per year % _____
REBATE: Diesel exceeding 570,000 Gallons per year % _____
REBATE: Diesel exceeding 670,000 Gallons per year % _____
REBATE: Diesel exceeding 770,000 Gallons per year % _____

County of San Bernardino
Purchasing Department

Request for Proposal
Gasoline and Diesel Fuel

RFP 2378

BRIEF SUMMARY: CARB Diesel Fuel Specifications and Test Methods

This summary is not a legal document and not intended to be used in lieu of the regulations but as an aid to understanding the specifications of the regulated fuel properties.

CCR Section ^a	Diesel Parameter	Test Method	Specification	Designated Equivalent Limits CCR Section 2282(h)	Reproducibility
2281	Sulfur Content ^{b,c,d}	ASTM D2622-94 Equiv: ASTM D5453-03 Equiv: Canadian CGSB-3.0, No. 16.0-95, Method S121	15 ppm	15 ppm	for D2622: 0.16(x) for D5453: 0.2217(x) ^{a,az}
2282	Aromatic Hydrocarbon Content ^{b,c,d}	ASTM D5186-96 (with correlation equation) ^e	10 v% small refiner: 20 v%	21.0 v%	0.75 (x) ^{0.2z} (where x = wt%) ^f
2282(h)	API Gravity	ASTM D287-82 Equiv: ASTM D4052-96(2002) ^{f1}	not applicable	36.8° API (minimum)	0.5° API (at 60°F ±18°)
2284	Lubricity ^{b,c,d}	ASTM D6079-02	520 microns	520 microns	at 25°C = 0.127 mm at 60°C = 0.136 mm
2282(g)	Below are additional parameters specified for Certified Diesel Formulations (alternative formulations):				
	Polyuclear Aromatic Hydrocarbon Content (PAH)	ASTM D5186-96	Specified in the formulation.	3.5 v%	for x < 5.0 w%: 0.47 (x) ^{0.15} for x > 10 w%: 1.77 (x) ^{0.50}
	Nitrogen Content	ASTM D4629-96	Specified in the formulation.	500 ppm	0.85 (x) ^{0.5z} x = average of 2 test results
	Cetane Number	ASTM D613-84 CARB using PAC Diesel Fuel Analyzer as a screen.	Specified in the formulation	53 (minimum)	2.5 @ 40' 2.6 @ 44' 3.1 @ 52' 3.3 @ 56'
	Check the executive order for each certified diesel formulation for any additional specifications, i.e. additive requirements.				

a = CCR Section 2285 exempts qualifying military vehicles from CARB diesel fuel requirements.

b = also applies to non-vehicular diesel fuel used in internal combustion engines except for locomotives and marine vessels.

c = CCR Section 2299 extends standard to apply to intrastate diesel-electric locomotives and harborcraft.

d = CCR Section 2479 extends standard to apply to mobile handling equipment at ports and intermodal rail yards using CARB diesel.

e = correlation equation: ArHC v% = (0.916)(ArHC w%) + 1.33

f = reproducibility values for intermediate and higher cetane numbers to be obtained by linear interpolation.

Note 1: for reproducibility, x = test result.

Note 2: values are maximums unless otherwise indicated.

Note 3: underline = current CARB enforcement test method.

County of San Bernardino
Purchasing Department

Request for Proposal
Gasoline and Diesel Fuel

BRIEF SUMMARY: CARB Phase 3 Gasoline Specifications and Test Methods							revised 9/11/08	
This summary is not a legal document and is not intended to be used in lieu of the regulations but as an aid to understanding the specifications of the regulated fuel properties.								
CCR Section	Gasoline Parameter	Test Method	Flat	Averaging (DAL)	Cap	CARBOS Cap Limits	Units	Reproducibility
2262 & 2262.3	Aromatic HC Content	ASTM D5580-00	25.0 ^a	22.0	35.0	36.7	V%	1.4
2262 & 2262.3	Benzene Content	ASTM D5580-00	0.80 ^b	0.70	1.10	1.22	V%	0.1409(x) ^{1.133}
2262 & 2262.3	Distillation, T50	ASTM D86-99 ^{a1}	213 ^b	203	220	(RVP) 232 ^b (non-RVP) 237 ^a	° F	variable
2262 & 2262.5b	Distillation, T90	ASTM D4815-04	305 ^b	295	330	335	° F	variable
2262 & 2262.6a	Ethanol Content	ASTM D4815-04	10.0	cannot average	10.0	not applicable	V%	0.23(x) ^{0.57}
2262 & 2262.6a	MTBE Content	ASTM D4815-04	cannot add; limit 0.05	cannot average	0.05	not applicable	V%	0.12(x) ^{0.67}
2262 & 2262.3	Olefin Content	ASTM D6550-00 (modified)	6.0	4.0	10.0	11.1	V%	0.32(x) ^{0.3 d}
2262 & 2262.5	Oxygen Content	ASTM D4815-04	1.8 to 2.2	cannot average	0 to 3.5 ^e 1.8 ^f to 3.5 ^e	not applicable	W%	ETOH: 0.23(x) ^{0.57} m%
2262 & 2262.6c	Oxygen Content (total, other than EOH & MTBE)	Equiv: GC/FTIR	cannot add; limit 0.06	cannot average	0.06	not applicable	W%	variable
2262 & 2262.4	Reid Vapor Pressure ^h	ASTM D323-58 or 13 CCR Section 2297	7.00 6.90 ⁱ	cannot average	6.40 - 7.20	5.99	psf	0.21
2262 & 2262.3	Sulfur Content	for > 10 ppm: ASTM D2622-94 (modified) or ASTM D5453-93 for 1 to 10 ppm: ASTM D5453-93 Equiv: ASTM D4045-92 (modified) Equiv: ASTM D4045-96	20	15	30 20 ^j	32 21 ^k	ppm	for 2622: for S between 10 to 30 ppm: 40.5% (x) for 2622: for S > 30 ppm 19.2% (x)
2257	Deposit Control Additive	ASTM D923-79	Specifications are listed in the individual deposit control additive certifications.	cannot average	0.05	0.05	gm/gal	0.01
2253.4	Lead Content	None specified (using ASTM D2622-94)	cannot add	cannot average	cannot add	cannot add	ppm	not applicable
2254	Manganese Content	ASTM D3231-73	0.005	cannot average	0.005	0.005	gm/gal	0.0005

See Sections 2261, 2264, 2264.2, 2265, 2265.5, and 2266 for ethanol emission reduction, averaging, PM emissions offsetting, PM formulations, and test certified formulations, respectively.
a = small refiner limits are 35.0 for aromatic HC, 1.00 for benzene, 220 for T50, 312 for T90.
b = limits for RVP and non-RVP season gasoline.
c = a California production facility may use a supplied blending component with an MTBE content of 0.60 % volume or less into the production of California gasoline.
d = x is between 0.3 and 25 m% olefin. Conversion from m% to v% is (v% olefin) = (0.857)(m% olefin).
e = cap limit is 3.7 w% if oxygen is >3.5 w% and ethanol content is ≤ 10 v%.
f = 1.8% winter minimum applies Nov. 1 to Feb. 29 in the South Coast Area and Imperial County.
g = beginning and ending at different times of the year according to air basin (generally March through October).
h = for CARBOS final blends, a minimum RVP limit applies for producers and importers during non-RVP season.
i = applies when evap element of predictive model is used; RVP cap limit = 7.20.
j = applies on December 31, 2011; phase-in periods apply at facilities downstream from production and import facilities.
k = Note 3: underline = current CARB enforcement test method.
Note 1: for reproducibility, x = test result.
Note 2: values are maximums unless otherwise indicated.

County of San Bernardino
Purchasing Department

Request for Proposal
Gasoline and Diesel Fuel

RFP 2378

ATTACHMENT D – DENATURATED ETHANOL

Specification	Value	Test Method
Ethanol, volume %, minimum	92.1	ASTM D 5501-94(1998)1
Methanol, volume%, maximum	0.5	
Solvent-washed gum, mg/100 ml, maximum	5.0	ASTM D 381-00, air jet apparatus
Water content, volume%, max.	1	ASTM E 203-96 or E 1064-00
Denaturant content, volume %, minimum Volume % maximum The only denaturants shall be natural gasoline, gasoline components, or unleaded gasoline.	1.96 4.76	
Inorganic Chloride content, mass ppm (mg/l), maximum	40 (32)	Modification of ASTM D512-89(1999), Procedure C ¹
Copper content, mg/kg, max.	0.1	Modification of ASTM D1688-95, Test Method A
Acidity (as acetic acid), mass % (mg/l), max.	0.007 (56)	ASTM D 1613-96 (1999)
pH	6.5 - 9.0	ASTM D 6423-99
Appearance	Visibly free of suspended or precipitated contaminants (clean and bright)	Determined at indoor ambient temperature unless otherwise agreed upon between the supplier and purchaser

¹ Note 1: The modification of ASTM D 512, Procedure C consists of using 5 ml of sample diluted with 20 ml of water in place of the 25 ml sample specified in the standard procedure. The water shall meet ASTM D 1193, Type II. The volume of the sample prepared by this modification will be slightly larger than 25 ml. To allow for this dilution factor, report the chloride ion present in the fuel ethanol sample as the chloride ion present in the diluted sample multiplied by five.

Task no./ SITE #	Station #	QTY	LOCATION/ADDRESS	CITY	QTY	UNIT
112	63	53	88 Main Yard Westside	San Bernardino	20K/10K	
113	51	54	88 Main Yard Eastside	San Bernardino	20K/10K	
118	181	162	Beatty Plaza Bldg	Hesperia	10K/10K	
119	191	182	Apple Valley RY	Apple Valley	6K/6K	
120	201	202	Hesperia SC	Hesperia	10K/10K	
121	482	484	Blossing Sheriff	Jonathan Tree	20K/10K	
122	461	462	Big Bear Sheriff	Big Bear City	10K/10K	
123	431	432	Fontana Sheriff	Fontana	10K/10K	
124	71	72	Crestline Road Yard	Crestline	10K/10K	
306	172		Jonathan Tree Road Yard	Jonathan Tree	1000	
307	701		Burnham Service Center	Burnham	Diesel Only	
308	300	131	Trenea Road Yard	Trenea	Diesel Only	
311	3111	3112	Pueblo Regional Park	Chino	1500/1500	
312	312	312	Yucca Regional Park	Yucca	500/500	
313	313	312	Glenn Helen Regional Park	Glenn Helen	500/500	
314	3141	3142	Calico Ghost Town	Calico	500/500	
701	2	7011	1511 Downers Road	Downers	1000/1000	
702	4	7021	27089 Normandie Rd.	Hesperia	500/500	
703	8	7031	1300 Crafton Ave.	Mission	500/1000	
704	10	7042	9528 Burnside	Phelan	500	
705	14	7053	8949 Elm St	Highwood	1000	
707	18	7071	140505 Highway 108 Rd.	Victorville	1000/2000	
708	22	7082	12389 Hemlock Rd.	Victorville	1000	
710	23	7102	25602 City Center Ct	Grand Terrace	Unlimited capped/Diesel Only	
713	42	7132	50172 Alhambra	Yucca Valley	1000/1000	
714	46	7142	106335 Anby Rd.	Palms	1000/500	
715	52 (48)	7152	30858 Kobby Ln.	Menberry Storage	Diesel Only	
716	53	7162	71734 Babar Blvd.	Baker	Diesel Only	
717	58	7172	17264 Pioneer	Hilday	Diesel Only	
718	57	7182	69222 Truss Rd.	Truss	Diesel Only	
719	72	7191	15335 Sun Barn Ave	Fontana	1000/2000	
720	75	7202	2150 Dairy (2652 R. Hwy)	Fontana	1000/2000	
721	77	7211	17459 Stone	Bloomington	1000	
722	78	7221	7118 Cibola	Fontana	1000/2000	
724	81	7242	301 S. State Hwy 473	Lake Arrowhead	Diesel Only	
725	92	7252	991 N. State Hwy 473	Lake Arrowhead	Diesel Only	
726	95	7261	133 Green Valley Lake	Green Valley	Unlimited capped/Diesel on	
727	98	7272	8768 Franciscan Rd.	Amulius Oaks	Unlimited capped/Diesel on	
728	99	7281	40847 Valley of the Falls	Forest Falls	Diesel/Onsite	
729	311	7292	18206 Desert Knight Drive	Hesperia	950/550	
730	312	7302	16162 El Escudo	Hesperia	1000/1000	
731	313	7312	13996 Amethyst Road	Victorville	Diesel Only	
732	314	7322	17008 Saffra Street	Victorville	Diesel Only	
733	319	7332	18550 Rosafina Street	Victorville	Diesel Only	
735	1	7352	Glenn Helen North (existing center)	Glenn Helen	Diesel Only	
736	305	7362	18331 Caliente Road	Hesperia	Diesel Only	
737	71	7371	18958 Jumbo Blvd.	Hesperia	1000/2000	
740	CSA 18	7402	2125 Coyote Road	Fontana	1000/1000	
741	CSA 84	7412	17470 Adler Street SW	Fontana	1000/1000	
742	CSA 70-DJ	7422	28411 S. Torrey Road Lake Arrowhead	Lake Arrowhead	Diesel Only	
744	HWOC1	7441	8500 Edwards Ave.	Hesperia	2000	
745	180	7451	870 E. Gilbert Street	Rancho Cucamonga	1000/1000	
746	226	7461	1929 North Del Rosa Ave.	San Bernardino	Diesel Only	
747	231	7471	24717/47450 North Vandenberg	San Bernardino	Diesel Only	
748	232	7481	8065 Palm Ave.	San Bernardino	Diesel Only	
749	32	7492	140 Saffra Drive	Hesperia	Diesel Only	

Note: Highlighted lines denote "keep for" orders

EXAMPLES OF GREEN ATTRIBUTES	EXAMPLES OF CERTIFICATION AND/OR ACCREDITATION
Biobased	Certified Approved Product (AP) Non-Toxic
Biodegradable	Ecologo Certified
Carcinogen-free	Energy Star
Chlorofluorocarbon (CFC)-free	Electronic Product Environmental Assessment Tool (EPEAT) program
Compostable	Forest Stewardship Council Certified
Energy efficiency	Green Seal Certified
Lead-free	Greenguard Certified
Less hazardous	Scientific Certification Systems (SCS)
Low toxicity	
Mercury-free	
Persistent bioaccumulative toxin (PBT)-free	
Rapidly renewable	
Rechargeable	
Recyclable	
Recycled content	
Reduced greenhouse gas emissions	
Reduced packaging	
Refill/refillable	
Remanufactured/refurbished	
Renewable materials	
Responsible forestry	
Upgradeable	
Water efficiency	

