

BOARD AGENDA ITEM

DATE: November 29, 2023
FROM: Robin Schreiner, Sr. Director Business Services
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 June 15, 2022 through June 14, 2027.

SAN BERNARDINO
COUNTY

Contract Number

SAP Number

Purchasing Department

Department Contract Representative
Telephone Number

Peter Geriguis
909-387-7854

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

Merit Oil Co.
Ron Nuckles
909-885-5342
June 15, 2022, to June 14, 2027

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County desires to designate a contractor of choice to purchase Gasoline and Diesel Fuel Delivery as further described in a statement of work (the "Services"); and

WHEREAS, the County conducted a competitive process to find *Merit Oil* (Contractor) to provide these services, and

WHEREAS, based upon and in reliance on the representations of Contractor in its response to the County's Request for Proposals, the County finds Contractor qualified to provide Gasoline and Diesel Fuel Delivery; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

A. DEFINITIONS

A.1 Board: The San Bernardino County Board of Supervisors.

A.2 Contract: The Contract between the County and the Proposer resulting from the award issued pursuant to the RFP.

A.3 Contractor: The individual, company, firm, corporation, partnership or other organization to whom this contract award is made by the County.

A.4 Differential: The differential per gallon on the Attachment A Price Sheet. This differential will be constant for the entire year of the contract.

A.5 Fuel Quality: Meets all applicable quality requirements, industry standard requirements, and is not contaminated with any foreign matter, cloudy, discolored, or malodorous.

A.6 Gallon: U.S. Gallon.

A.7 OPIS: The fuel price should base on Oil Price Information Service (OPIS) daily Unbranded with Cap-at-the-Rack (CAR) rack average (10:00 A.M.) Colton, CA.

A.8 Proposal: The offer to provide specific goods or services at specified prices and/or other conditions specified in the RFP.

A.9 Purchasing Agent: The Director of the County Purchasing Department.

A.10 Request for Proposal (RFP): The request for an offer from Proposers interested in providing the identified services sought to be procured by the County. The RFP specifies the evaluation factors to be used and contains or incorporates by reference contractual terms and conditions applicable to the procurement.

A.11 Services: The requested services described in this Contract including all labor, materials, tools, and equipment necessary to provide the fuel delivery.

A.12 Subcontractor: An individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Contractor who is performing services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor.

B. CONTRACTOR RESPONSIBILITIES

B.1 Gas & Diesel Fuel Specifications:

- a. Fuel provided must meet Air Resources Board (ARB), "The California Reformulated Gasoline Regulations" Title 13, California Code of Regulations Sections 2250-2273.5 latest version / sub articles, and all inclusive amendments.
- b. Fuel provided must meet Reid Vapor Pressure (RVP) Requirements as required under California's Phase 2 Reformulated Gasoline (CaRFG2) & Phase 3 Reformulated Gasoline (CaRFG2).
- c. Fuel provided must comply with the requirements of American Society of Testing and Materials (ASTM) D4815 standard or latest version as verified by an independent lab of the COSB's choosing.
- d. Regular Unleaded Gasoline shall have Minimum Octane Rating of 87 which shall be determined by using the R+M/2 method.
- e. CARB #2 Diesel -Clear: All diesel fuel sold for vehicular use in California must meet a 15 ppm maximum sulfur limit (Ultra Low), in addition to meeting all of the current low aromatics CARB diesel specifications. The definition of "vehicular use" in California includes on-highway vehicles and non-road vehicles such as agriculture and construction equipment.
- f. CARB #2 Diesel -Clear may contain up to 5% bio.
- g. Only products of new manufacture or distillation will be accepted. No refined or reclaimed products will be accepted. All fuel/gasoline shall have a minimum shelf life of one (1) year.
- h. All products furnished shall conform to all Federal, State, Local, American Society of Testing & Materials (ASTM), Department of Transportation (DOT) and Air Resources Board (ARB) regulations for the handling and supply of unleaded fuel/gasoline.

- i. All fuel delivered under this bid will be of high quality and will not contain any foreign substance or water, which may damage County 's vehicle or contaminate the fuel storage tanks.

B.2 Deliverables/Requirements:

- a. Delivery shall be made to point as specified to each County address and department as ordered.
- b. Delivery shall be inside delivery to the specified inside point as directed by the receiving department.
- c. Contractor shall provide a 24-hour, toll free customer support telephone number and services for responding to all requests/orders for fuel, including telephone coverage on weekdays during normal business hours as well as 24-hour access phone number for emergency situations.
- d. Contractor shall perform full delivery of fuel within 24 hours after receipt of fuel order.
- e. Delivery will be made to the listed locations during the stated delivery hours (see Attachment K).
- f. The County reserves the right to add or remove fueling locations. On addition of new fueling site, County will request of contracted vendor fuel and freight margins for the additional site.
- g. Order may be placed by phone, fax, or other method selected by County. Order will include the specific delivery dates and sites as designated by County.
- h. For urgent delivery, Contractor shall make urgent deliveries during regular working hours within six (6) hours at NO ADDITIONAL COST. Urgent deliveries are not anticipated to occur often and would be kept to a minimum by the County.
- i. Contractor shall provide a delivery metered ticket for each delivery of fuel; and the metered ticket must be signed and dated and provided to County at delivery.
- j. Delivery truck driver shall stick each tank with a fuel tank gauge stick prior to offloading to ensure that adequate fuel storage is available to accept the entire shipment without spillage. Readings shall be taken by the driver prior to unloading fuel and after unloading fuel and shall be recorded on the delivery receipts. Each Delivery truck must be equipped with a stick. Driver shall sign the delivery ticket at the time and place of delivery.
- k. Prompt delivery and efficient service are essential; failure to furnish such delivery and service will constitute a breach of this contract.
- l. One Delivery-One Invoice.
- m. Provide separate invoices by fuel type for each delivery. Invoices that are not accompanied by the reports will not be paid and the payment cycle will not begin until satisfactory receipt of matching reports has been provided. Ensure that the delivery date and location, fuel type, quantity, prices, all related pricing detail listed below, and price totals are on each invoice
- n. Provide the Oil Price Information Service (OPIS) daily Unbranded with Cap-at-the-Rack (CAR) rack average (A.M.) Colton, Ca. OPIS prices as requested and with every invoice
- o. 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.
- p. The County requires "zero leakage" standard for fuel transfer operations. The Contractor shall provide necessary equipment and proper training of delivery personnel to prevent spillage or minimize the chance of spillage during connection and disconnection of hoses and during the transfer of fuel. The Contractor will likewise ensure that all equipment, tools

and procedures used are in compliance with all applicable specification and regulations governing such operations.

- q. In the event of leakage or spillage, it shall be the responsibility of the Contractor to perform immediate containment, clean up, disposal and restoration activities as necessary in accordance with applicable State of California laws and regulations and subject to the County's satisfaction. All material associated with such clean up shall be removed by the Bidder
- r. Provide all necessary delivery devices to make delivery to each site as required.
- s. Note that some tanks are above-ground and some underground storage tanks.
- t. Ensure that the transport units can accommodate the delivery logistics at every location prior to dispatching those units.
- u. The County reserves the right to specify in said orders whether the deliveries are required in tank wagon or truck/trailer loads. Additionally, orders must be accepted for truck/trailer split product loads (unleaded/diesel). Split ordered delivery gallons will be considered total gallons ordered.
- v. Deliveries shall be made by owned or contract motor carriers. Carriage vehicles shall be fully equipped, in good mechanical condition and appearance, always bearing the correct placecard identification of fuel being delivered. Hoses and all coupler fittings shall be tight when in use. Product that leaks from hoses or coupler connections shall be cleaned up and removed by Contractor, including product in spill containers.
- w. Contractor will be required to maintain data and provide documentation and/ or reports of all petroleum products and gallons purchased by the County. Contractor must be able to supply reports by delivery date, fuel type, amount delivered, costs, locations and invoice number for the County upon request.

B.3 Project Approach

- a. The Contractor will be able to charge the County a differential per gallon. Price quoted for fuels products will increase or decrease in a like amount with increase or decrease in the average rack prices listed in the daily publication, the "Oil Price Information Service" daily Unbranded with Cap-at-the-Rack (CAR) rack average (A.M.) Colton, CA.
- b. Fuel delivery charges are to be determined separately and apart from the market differential. The differential must not include cost estimated for delivery. Proposal must quote delivery charge directly to the County and freight shall be a direct cost pass-through to the County. no mark-up or profit shall be added to actual freight cost.
- c. Payment structure:
 - OPIS: The fuel price should base on Oil Price Information Service (OPIS) daily Unbranded with Cap-at-the-Rack (CAR) rack average (A.M.) Colton, CA.
 - Differential: The Contractor proposed the differential per gallon on the Attachment A-Price Sheet. This differential will be constant for the entire year of the contract.
 - Freight: the freight rate should calculate from Colton Fuel terminal to the requested location and should be direct cost pass through to County.
 - Subtotal: OPIS \$ + differential+ Freight
 - Total: Subtotal*Gallons

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Contractor 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 person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Assignability

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

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor 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.

C.5 Attorney's 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 Indemnification and Insurance Requirements.

C.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

C.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

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

C.9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or

Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

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. 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.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Internship Initiative

Contractor agrees to be contacted by the County to solicit its participation in an internship initiative known as GenerationGo! Career Pathways, involving the potential placement and hiring of interns by Contractor's business. Contractor is encouraged, and agrees to make good faith efforts, to utilize the County's program to aid the ***County's Vision for a skilled workforce and jobs that create countywide prosperity***, and its ***goal to Create, Maintain and Grow Jobs and Economic Value in the County***. The County's objective with its internship initiative is to focus on training, education, employment and support services to develop a more highly-educated and trained workforce. When participating in the County's internship initiative, the Contractor remains an independent contractor and shall not be construed as agents, officers, or employees of the County. More information about the County's GenerationGo! Career Pathways Program can be located at <http://wp.sbcounty.gov/workforce/career-pathways/>.

C.13 County Representative

The Purchasing agent or his/her designee shall represent the 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 by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

C.14 Damage to County Property

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

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

C. 15 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.16 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- C.16.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.16.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.16.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C.17 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.18 Employment Discrimination

During the term of the Contract, Contractor 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. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing 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.

C.19 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 Contractor to use recycled paper for any printed or photocopied material created as a

result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.20 Improper Influence

Contractor 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 the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.21 Improper Consideration

Contractor 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 this Contract.

The County, by written notice, may immediately terminate this Contract 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.

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

C.22 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.23 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. 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.

C.24 Licenses, Permits and/or Certifications

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

C.25 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.26 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.27 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.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.

C.29 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.30 Participation Clause

The County desires that County Agencies and Departments, Municipalities, School Districts, and other Tax Districts within the San Bernardino County requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

C.30.1 Such governmental body does not have and will not have in force any other contract for like purchases.

C.30.2 Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this contract.

C.31 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.32 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

C.33 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.34 Release of Information

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

C.35 Representation of the County

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

C.36 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.37 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- 37.1 Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

- 37.2 Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 37.3 Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities, C. General Contract Requirements and G. Insurance and Indemnification.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C. 38 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.39 Termination for Convenience

The County and the Contractor each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor 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.

C.40 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.41 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. 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 the Superior Court of California, San Bernardino County, San Bernardino District.

C.42 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have

family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.43 Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes 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 Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County 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.

C.44 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required 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 Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required 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 Contractor 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.

C.45 Reserved

C.46 Reserved

C.47 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 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.

Contractors are cautioned that making a false certification may subject the Contractor 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.

C.48 Reserved

C. 49 Reserved

C. 50 Reserved

D. TERM OF CONTRACT

This Contract is effective as of June 15, 2022, and expires June 14, 2027, but may be terminated earlier in accordance with provisions of this Contract.

E. COUNTY RESPONSIBILITIES

E.1 The County will place orders in the format required by the Contractor, and will supply contractor with the keys, gate codes and any special access instruction for all delivery locations.

E.2 County shall reimburse Contractor in accordance with the Fiscal Provisions below.

F. FISCAL PROVISIONS

F.1 The maximum amount of payment under this Contract shall not exceed \$31,000,000.00 be federally funded and 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.

F.2 Invoices shall be issued with a net sixty (60) day payment term with corresponding Purchase Order number stated on the invoice.

In consideration for the performance of services provided, County shall pay Contractor as per Attachment A – price sheet, attached hereto and incorporated by reference

The County will audit invoices for accuracy and may require additional information or corrections from Contractor prior to issuing payment. The County shall make payment to Contractor within sixty (60) working days after receipt of invoice or the resolution of any billing dispute. "Working days" for purposes of this Section are days the County is open for business (Monday through Friday, excluding Holidays). The County reserves the right to refuse payment for any unsatisfactory work or services provided by personnel not appropriately licensed or certified as required and will deduct the charges for those services from Contractor's invoices. Invoices should be sent to Fleet Management Department at:

Fleet Management Department
Attn: Fiscal Specialist
210 North Lena Rd.
San Bernardino, Ca 92415

- F.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.
- F.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.
- F.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.
- F.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.
- F.7** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 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 indemnities. The Contractor 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.

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured 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.

G.3 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.

G.4 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.

G.5 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.

G.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided 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.

G.7 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".

G.8 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.

G.9 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.

G.10 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.

G.11 Insurance Specifications

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.

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:

G.11.1 Workers' Compensation/Employer's 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.

G.11.2 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.

G.11.3 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.

G.11.4 **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. The coverage shall also apply to automobile liability.

G.11.5 **Reserved**

G.11.6 **Environmental Contracts -**

a. **Environmental Liability Insurance** with a combined single limit of not less than five million (\$5,000,000) per claim or occurrence and a separate aggregate for the contract project. The required additional insured endorsement shall protect the County without any restrictions.

b. If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

G.11.7 **Reserved**

H. RIGHT TO MONITOR AND AUDIT

H.1 The County, State and Federal government 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 Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor 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.

H.2 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 this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

I.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any

sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

*San Bernardino County
Purchasing Department
777 East Rialto Avenue
San Bernardino, CA 92415*

*Merit Oil Co
1020 Bloomington Ave
Bloomington, CA 92316*

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

K. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

L. ELECTRONIC SIGNATURES

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same agreement. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►
Leo Gomez, Purchasing Manager

Dated: _____

MERIT OIL Company
(Print or type name of corporation, company, contractor, etc.)

By ► [Signature]
(Authorized signature - sign in blue ink)

Name PERRY BITWEY
(Print or type name of person signing contract)

Title SALES REP.
(Print or Type)

Dated: 5/16/22

Address 1020 W. Bloomington Ave
Bloomington CA 92316

FOR COUNTY USE ONLY

Approved as to Legal Form

►
County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

Date _____

ATTACHMENT A

Price Sheet

Site	Location	Product	Differential	Freight
111	WEST VALLEY	UNLEADED	\$(0.0697)	\$0.0065
	12672 4th Street Rancho Cucamonga, CA 91730	UNLEADED	\$(0.0697)	\$0.0065
		DIESEL	\$(0.0347)	\$0.0075
112/113	MAIN YARD West side	UNLEADED	\$(0.03900)	\$0.0100
	210 N. Lena Road San Bernardino, CA 92415	DIESEL	\$(0.0463)	\$0.0116
116	TWIN PEAKS	UNLEADED	\$0.01150	\$0.0545
	26010 HWY 189 Twin Peaks, CA 92391	UNLEADED	\$0.01150	\$0.0545
		DIESEL	\$(0.0301)	\$0.0631
117	CHINO RD. YD.	UNLEADED	\$0.01500	\$0.0573
	7000 Merrill Avenue Chino, CA 91710	DIESEL	\$0.01500	\$0.0611
118	BALDY MESA RD.	UNLEADED	\$0.00950	\$0.0175
	12397 Sycamore Road Baldy Mesa, CA 92345	DIESEL	\$(0.0076)	\$0.0175
119	APPLE VALLEY RD.	UNLEADED	\$(0.0388)	\$0.0175
	11923 Joshua Road Apple Valley, CA 92307	DIESEL	\$0.01230	\$0.0175
120	NEEDLES SVC.	UNLEADED	\$0.02750	\$0.0900
	5 Airport Road Needles, CA 92363	DIESEL	\$0.03250	\$0.0900
121	MORONGO SHERIFF	UNLEADED	\$(0.1353)	\$0.0275
	6527 Whitefeather Road Joshua Tree, CA 92252	DIESEL	\$0.00250	\$0.0330
122	BIG BEAR SHERIFF	UNLEADED	\$(0.0544)	\$0.0305
	477 Summit Blvd Big Bear Lake, CA 92315	DIESEL	\$0.00730	\$0.0345
123	FONTANA SHERIFF	UNLEADED	\$(0.0636)	\$0.0125
	17780 Arrow Blvd Fontana, CA 92335	DIESEL	\$(0.0403)	\$0.0131
124	CRESTLINE RD. YD.	UNLEADED	\$0.00730	\$0.0213
	23188 Crest Forest Road Crestline, CA 92325	DIESEL	\$0.00790	\$0.0281
125	GLEN HELEN EVOC	UNLEADED	\$0.00640	\$0.0141

	18958 W. Institution Road San Bernardino, CA 92407	DIESEL	\$0.00790	\$0.0156
302	RUNNING SPRING RD.	DIESEL	\$0.07410	\$0.1325
	1920 Widerness Road Running Springs, CA 92382			
303	BIG BEAR RD. YD.	DIESEL	\$0.01150	\$0.0689
	42090 N. Shore drive Big Bear Lake, CA 92315			
304	Blue Jay Road Yard 26830 Daley Canyon Road Blue Jay, CA 92378	DIESEL	\$0.04550	\$0.1275
306	Joshua Tree Road Yard 62499 Twentynine Palms Highway Joshua Tree, CA 92252	DIESEL	\$0.01750	\$0.2505
307	BARSTOW SVC.	UNLEADED	\$(0.0453)	\$0.0550
	29802 HWY 58 Barstow, CA 92311	DIESEL	\$0.01750	\$0.0550
308	TRONA RD. YD. 80311 Trona Road Trona, CA 93562	DIESEL	\$0.01950	\$0.4305
311	PRADO PARK	UNLEADED	\$0.01750	\$0.0915
	16700 S. Euclid Avonue Chino, CA 91710	DIESEL	\$0.02270	\$0.0995
312	YUCAIPA PARK	UNLEADED	\$0.01150	\$0.1205
	33900 Oak Glen Road Yucaipa, CA. 92399	DIESEL	\$0.01530	\$0.1314
313	GLEN HELEN PARK	UNLEADED	\$0.01050	\$0.1175
	2555 Glen Helen Parkway San Bernardino, CA 92407	DIESEL	\$0.01150	\$0.1315
314	CALICO PARK Interstate 15 @ Ghost Town Rd Yermo, CA 92396	UNLEADED	\$(0.0936)	\$1.2771
701	Station 2	UNLEADED	\$0.01310	\$0.1525
	1511 Devore road Devore, CA 92407	DIESEL	\$0.01760	\$0.1717
702	Station 4	DIESEL	\$0.08790	\$0.1914
	27089 Helendale Road Helendale, CA 92342			
703	Station 9	UNLEADED	\$0.01190	\$0.1203
	1300 Crafton Ave. Mentone, CA 92359	DIESEL	\$0.01310	\$0.1324
704	Station 10 9625 Beekly Ave. Phelan, CA 92371	DIESEL	\$0.03190	\$0.2295
705	Station 14 5980 Elm St. Wrightwood, CA 92397	DIESEL	\$0.03190	\$0.2295
707	Havasu Landing	UNLEADED	\$0.01550	\$0.4209
	1 Tidwell Lane Havasu Lake, CA 92363	DIESEL	\$0.01690	\$0.4431

709	Station 22 12398 Tamarisk Road Victorville, CA 92395	DIESEL	\$0.03150	\$0.2397
710	Station 23 22582 City Center Ct. Grand Terrace, CA 92313	DIESEL	\$0.03120	\$0.1576
713	Station 42	UNLEADED	\$0.04120	\$0.2843
	58612 Alberdeen Ave. Yucca Valley, CA 92284	DIESEL	\$0.04640	\$0.2843
715	Station 52 39059 Kathy Lane Newberry Springs, CA	DIESEL	\$0.03950	\$0.2755
716	Station 53	UNLEADED	\$0.01200	\$0.0325
	73734 Baker Blvd. Baker, CA 92309	DIESEL	\$0.01650	\$0.0345
717	Station 56	UNLEADED	\$0.05750	\$0.2855
	37284 Flower Ave. Hinkley, CA 92347	DIESEL	\$0.06250	\$0.2905
718	Station 57	UNLEADED	\$0.05750	\$0.2855
	83732 Trona Rd, Trona, Ca 93562	DIESEL	\$0.06250	\$0.2905
719	Station 72 15380 San Bernardino Ave. Fontana, CA 92334	DIESEL	\$0.01250	\$0.0475
720	Station 75 2156 Darby Ave. Muscoy, CA 92316	DIESEL	\$0.01550	\$0.1574
721	Station 77	UNLEADED	\$0.01250	\$0.0475
	17459 Slover Ave. Bloomington, CA 92316	DIESEL	\$0.02150	\$0.0535
722	Station 78	UNLEADED	\$0.01750	\$0.0545
	7110 Citrus Ave. Fontana, CA 92333	DIESEL	\$0.02450	\$0.0605
724	Station 91 301 So. State Hwy 173 Lake Arrowhead, CA 92352	DIESEL	\$0.03550	\$0.1475
725	Station 92	UNLEADED	\$0.03550	\$0.1475
	981 No. State Hwy 173 Lake Arrowhead, CA 92352	DIESEL	\$0.03550	\$0.1475
726	Station 95	DIESEL	\$0.04250	\$0.1525
	33596 Green Valley Lake Green Valley, CA 92341			
727	Station 98	UNLEADED	\$0.04950	\$0.2175
	5766 Frontage Rd. Angelus Oaks, CA 92305	DIESEL	\$0.04950	\$0.2175
728	Station 99	UNLEADED	\$0.04950	\$0.2175
	40847 Valley of the Falls Forest Falls, CA 92339	DIESEL	\$0.04950	\$0.2175
734	Station 322 10370 Rancho Rd. Adelanto, CA 92301	DIESEL	\$0.04250	\$0.1945

736	Station 305	UNLEADED	\$0.04250	\$0.1945
	8331 Caliente Road Hesperia, CA 92345	DIESEL	\$0.04250	\$0.1945
737	Station 71	DIESEL	\$0.02450	\$0.0605
	16980 Arrow Blvd. Fontana, CA			
714	CSA 29	DIESEL	\$0.04750	\$0.2725
	80526 Amboy Rd. 29 Palms, CA 92277			
740	CSA 18 21775 Linden Way. Cedarpines Park, CA 92322	DIESEL	\$0.05450	\$0.1735
741	CSA 64	UNLEADED	\$0.03150	\$0.1631
	17470 Alder St. Hesperia, CA 92345	DIESEL	\$0.04050	\$0.1703
742	CSA 70 D-1 29419 S. Torrey Rd. Lake Arrowhead, CA 92352	DIESEL	\$0.05050	\$0.2793
744	WVDC Etiwanda Ave Rancho Cucamonga, CA 91730	9500 DIESEL GEN	\$0.01550	\$0.0200
745	ISD 670 East Gilbert St. San Bernardino	DIESEL GEN	\$0.01950	\$0.0714
746	Station 226 North Del Rosa Avenue San Bernardino, CA 92404	DIESEL	\$0.01950	\$0.1133
748	Station 232 Palm Avenue San Bernardino, CA 92407	6065 DIESEL	\$0.01950	\$0.1133
749	Station 32 Safari Drive Needles, CA 92363	100 DIESEL	\$0.12550	\$0.4703
750	Station 164 North Campus Upland, CA	1825 DIESEL	\$0.03250	\$0.1078

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

Leo Gomez, Purchasing Manager

Dated: 5/17/2022

MERIT OIL COMPANY
(Print or type name of corporation, company, contractor etc.)

By: [Signature]
(Authorized signature sign in blue ink)

Name: MERRY BITNEY
(Print or type name of person signing contract)

Title: SALES REP
(Print or Type)

Dated: 5/16/22

Address: 1020 W. Bloomington Ave
Bloomington CA 92316

FOR COUNTY USE ONLY

Approved as to Legal Form

County Counsel

Date: 5/16/22

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

Date