

**AGREEMENT BETWEEN THE CITY OF SANTA ANA AND
AAA OIL, INC. TO PROVIDE GASOLINE AND DIESEL SUPPLY AND DELIVERY**

THIS AGREEMENT is made and entered into this 20th day of December 2022 by and between AAA Oil, Inc. (“Contractor”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. The City desires to retain a Contractor having special skill and expertise to supply the City’s annual gasoline and diesel fuel needs.
- B. On September 13, 2022, the City issued Request for Proposal (“RFP”) No. 22-110, by which it sought Contractors to provide gasoline and diesel fuel delivery and supply services to the City.
- C. Contractor submitted a responsive proposal that was among those selected by the City. Contractor represents that Contractor is a wholesale distributor of diesel, gasoline, LNG/natural gas, and other petroleum products and is able and willing to provide such services to the City.
- D. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional contracting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

On an as-needed basis, Contractor shall perform the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in Scope of Services – **Exhibit A**, attached hereto and incorporated by reference and (“RFP”) No. 22-110 – **Exhibit B**, attached hereto and incorporated by reference.

2. COMPENSATION

- a. City neither warrants nor guarantees any minimum or maximum compensation to Contractor under this Agreement. Contractor shall be paid only for actual services performed under this Agreement at the rates and charges identified in **Exhibit C**. The total annual sum to be expended under the term of this Agreement shall not exceed \$1,300,000 during each year of the Agreement. The total sum to be expended under this Agreement for the entire term shall not exceed \$6,500,000.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the

Recitals and Scope of Work, which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above and terminate on December 19, 2025, unless terminated earlier in accordance with Section 17, below. The term of this Agreement may be extended for one (1) two (2) year period upon a writing executed by the City Manager and City Attorney.

4. PREVAILING WAGES

Contractor is aware of the requirements of California Labor Code Section 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 “public works” and “maintenance” projects. If the services being performed are part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONTRACTOR

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement (“Documents & Data”). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

7. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Contractors Pollution Liability and/or Errors & Omissions** applicable to the work being performed, with a limit no less than **\$2,000,000** per claim or occurrence and **\$2,000,000** aggregate per policy period of one year. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Contractor or Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Other Insurance Provisions

A. The General Liability, Automobile Liability, Contractors Pollution Liability, and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. For any claims related to this project, **the Contractor's insurance coverage shall be primary insurance** coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.

C. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made
4. policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
5. A copy of the claims reporting requirements must be submitted to the City for review.
6. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A:VII if admitted in the State of California.

Verification of Coverage

Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right

to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Waiver of Subrogation

Contractor hereby grants to City a waiver of subrogation which any insurer may acquire against City, its officers, officials, employees, and volunteers, from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents, and subcontractors.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. INDEMNIFICATION

Contractor agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor or its subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the City, its officers, agents, representatives, and employees against any and all liability, including costs, and attorney’s fees, for infringement of any United States’ letters patent, trademark, or copyright contained in the work product or documents provided by Contractor to the City pursuant to this Agreement.

10. RECORDS

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

11. CONFIDENTIALITY

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. “Confidential Information” shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Contractor covenants that it presently has no interest and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided

in this Section, to the following persons:

To City: Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988

Executive Director
Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, CA 92702

To Contractor: AAA Oil, Inc.
11621 Westminster Avenue
Garden Grove CA 92843
Attn: Jennifer Crawley
Marketing Manager and Contracts Administrator

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these timeframes, weekends, federal, state, County or City holidays shall be excluded.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor regarding the subject matter herein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Contractor to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

18. NON-DISCRIMINATION

Contractor shall not discriminate because of race, color, creed, relation, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities or in connection with any activities under this Agreement. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

19. JURISDICTION-VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

20. PROFESSIONAL LICENSES

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

21. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney’s fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

Clerk of the Council

Kristine Ridge
City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

CONTRACTOR

By: Jose Montoya

Jose Montoya
Assistant City Attorney

Efrain Davalos, Jr

Efrain Davalos, Jr
CEO and Secretary

RECOMMENDED FOR APPROVAL

Nabil Saba, P.E.
Executive Director
Public Works Agency

EXHIBIT A

STATEMENT OF QUALIFICATIONS

B. Agreement Statement

AAA Oil, Inc. dba California Fuels & Lubricants has thoroughly read the scope of work in this RFP, concurs with the service requirements and commits to performing the work in accordance with the terms and conditions of the standard agreement, if awarded. We have found no concerns that we feel need to be addressed.

C. Firm and Team Experience

Firm Overview

AAA Oil, Inc. dba California Fuels & Lubricants, a certified Minority Owned Business and Small Business Enterprise located in Garden Grove, Ca, is a leading distributor of quality petroleum products. Established in 2004, we provide fueling and lubricants services to approximately 450 clients.

We offer bulk delivery, on-site mobile fueling, inventory management, tank rentals and sales, fuel card programs, 24/7 Emergency Fueling Services and a wide array of lubricants, fluids and accessories as well as internal fuel polishing capabilities. We are available 24/7, 365 days a year and can facilitate all aspects of the City of Santa Ana's needs as outlined in your RFP.

No subcontractors would be used in the facilitation of this contract. All deliveries in Southern California are managed solely by our own fleet of trucks and our own personnel, offering you unmatched customer service and accountability. We also have storage of over 200,000 gallons of fuel in our yard to facilitate contracted fuel deliveries in the event of emergency or rack shut-downs.

We understand that fuel is a critical commodity that your operations rely upon and we are committed to meeting your needs promptly and with a staff of 90 professionals who have extensive experience in the petroleum industry. We pride ourselves on being reliable, flexible, service oriented and dedicated. Our sensational customer service is the cornerstone of our organization.

Executive Summary

Jaime Duenas, Owner and President –17 years of experience overseeing all Assets Management and Strategic Partnerships in relation to both equipment and supply

Efrain Davalos, Owner, Secretary and CEO – 17 years of experience managing the Street Sales Team and Contracts Department

Christina Duenas, Owner and General Manager – 17 years of experience overseeing all departments in day-to-day operations

Jennifer Crawley, Marketing Manager and Contracts Administrator – 23 years of experience in all aspects of fuel marketing, of which 8 years has been solely dedicated to executing bids and contract administration

Jessica Ramos, Dispatch Manager - 16 years of experience managing the dispatch department and drivers

Mario Juarez, Director of Finance – 25 years of experience managing all aspects of Billing, Credit and Accounts Receivables

Juan Lopez, Procurement Manager – 15 years of experience managing, negotiating, allocating and contracting supply

Robert Diero, Fleet Manager – 23 years of experience managing truck fleet maintenance, licensing, permitting, safety and compliance

Oscar Gonzalez, Safety Coordinator and Service Manager – 8 years of experience managing the driver safety training program and coordinates all equipment rentals and service requests

Team and Organization Structure

If awarded, the following key personnel would be involved in the City of Santa Ana's contract as follows:

PROJECT MANAGER:

Jennifer Crawley - Marketing Manager and Contracts Administrator

Handles Order Placement – M-F 8:00-5:00pm via phone or email

OFFICE PH: 714-530-4795

CELL: 714-376-7813

jcrawley@cafueling.com

Jennifer reports to Efrain Davalos

Order Placement – After-hours, weekends and holidays:

24/7 Manned Dispatch Department

PH: 714-530-4795

Dispatch Manager – Jessica Ramos

BACK-UP TO PROJECT MANAGER

Stephanie Reyes – Sales Coordinator

OFFICE PH: 714-530-4795

CELL: 909-965-0600

sreyes@cafueling.com

Efrain Davalos – Sales Manager

OFFICE PH: 714-530-4795

CELL: 714-720-1378

edavalos@cafueling.com

Invoicing:

Jennifer Crawley prices and approves all invoices for email distribution

Billing/Accounts Payable personnel include:

Marcela Cabrerra, John Gutierrez, Fabie Cabrerra, who all report to Maline Sip, who reports to Mario Juarez

Accounts Receivables/Collections:

Marisol Jimenez, who reports to Maline Sip, who reports to Mario Juarez

Dispatch / Delivery:

Jessica Ramos is the Dispatch Manager, with 6 Dispatchers rotating 24/7 shifts. All deliveries would be managed by our proprietary fleet of 85 trucks (a combination of truck and trailer, semi and bobtail trucks) and 40 company employed drivers.

D. Understanding Scope of Services

AAA Oil, Inc. understands the scope of services to be provided. Upon receipt of order placement via phone or email, standard deliveries will be scheduled to be received by the City within 2 business days M-F 7:00am-5:00pm with trucks equipped with radio and mobile telephone access that meet all CA compliance licensing and CARB regulation requirements and will adhere to all delivery requirements outlined in the scope of work.

In the event of emergency, our Dispatch can be reached 24/7 by calling 714-530-4795. The Project Manager and Back-up Personnel contact information has also been provided if needed.

In the event that the City's primary fuel tanks go out of service, AAA Oil, Inc. offers wet-hose services for both gasoline and diesel fuel, temporary tanks rentals, fuel trailer loans either with or without an attendant and a fuel card program.

AAA Oil, Inc. is also capable of managing the City's fuel inventory by installing remote fuel monitors that the City can also have access to via email. This would ensure that there are always eyes on your inventory and orders can either be placed by our staff on an as-needed basis or by the City's personnel. The monitors provide alerts every 4 hours, allowing neither AAA Oil nor the City to be ever be caught off-guard. Should the City want to proceed with this value-added service, the cost would be an additional 0.02 per gallon on the fuel deliveries for those tanks we install monitors on.

E. Relevant Service Experience

Because CFL owns and operates its proprietary fleet, we offer customized solutions to your organization and pride ourselves on being creative and responsive in addressing the needs of our customers.

We service a variety of customers including commercial and industrial end-users, marinas, truck stops, municipalities, state and local government, utilities, military installations and both unbranded and branded retail stations. In addition, we provide inventory-managed delivery services to major refiners, delivering fuel to branded stations including Arco, Shell and USA gasoline.

Please see a list a references included in your Attachment 3: Proposers References to follow

EXHIBIT B


REQUEST FOR PROPOSALS (RFP)
GASOLINE AND DIESEL FUEL SUPPLY AND DELIVERY SERVICES
RFP NO.: 22-110



**CITY OF SANTA ANA
PUBLIC WORKS AGENCY
220 S. Daisy Avenue, Bldg A
Santa Ana, CA 92703**

**Armando Fernandez, P.E.
Project Manager
(714) 647-3316 Office
afernandez@santa-ana.org**

Approved for Release:


Nabil Saba, PE
Executive Director
Public Works Agency

KEY RFP DATES (Subject to change at discretion of City):

| | |
|--|--|
| Issue Date: | Tuesday, September 13, 2022 |
| Deadline for Requests for Information: | Tuesday, September 27, 2022 at 4:00 P.M. |
| Proposal Due Date: | Tuesday, October 4, 2022 at 4:00 P.M. |
| Projected Award Date (anticipated): | Tuesday, November 15, 2022 |

CITY OF SANTA ANA
RFP NO.: 22-110
GASOLINE AND DIESEL FUEL SUPPLY AND DELIVERY SERVICES

Appendix
ATTACHMENT 1: SCOPE OF WORK

SCOPE OF WORK

A. INTRODUCTION AND BACKGROUND

The City of Santa Ana is located in the County of Orange in Southern California. The City encompasses 27.5 square miles and a population of over 340,000 people.

The City of Santa Ana Public Works Agency is soliciting proposals from qualified firms to provide gasoline, diesel fuel, propane and other petroleum product supply and delivery services. The primary emphasis will be seeking gasoline and diesel fuel delivery and supply services for the Water Resources Division and the Police Department.

B. CONTRACTOR RESPONSIBILITIES

The Contractor shall provide all labor, materials, services, and equipment necessary for the supply and delivery of gasoline, diesel fuel, and other petroleum products. The Contractor shall possess all Federal, State and Local permits, licenses, and approvals necessary to provide good/services required in the Scope of Work. Any associated fees shall be the responsibility of the Contractor.

C. SCOPE OF SERVICES

The Contractor shall provide the following scope of services:

1. DELIVERY LOCATIONS (UNDERGROUND TANKS AND EMERGENCY GENERATORS)

The estimated annual volume of fuel purchases of unleaded 87 octane is 325,000 gallons and 15,000 gallons of diesel fuel. Volume estimates are from historical records. The delivery locations include the following parameters:

- 1. Corporate Yard (located at 215 S Center, Santa Ana, CA 92703)**
 - a. Three (3) 20,000 gallon tanks for unleaded fuel
 - b. One (1) 20,000 gallon tank for diesel fuel
- 2. Santa Ana Police Department (located at 60 Civic Center Plaza, Santa Ana CA 92702)**
 - a. Once (1) 20,000 gallon tank for unleaded fuel
 - b. One (1) 6,000 gallon tank for Red Diesel (One delivery per year at 200 to 300 gallons to the emergency generator on-site)
 - c. One (1) above-ground 250 gallon tank for Red Diesel (One delivery per year at 150 gallons)

CITY OF SANTA ANA
RFP NO.: 22-110
GASOLINE AND DIESEL FUEL SUPPLY AND DELIVERY SERVICES

In addition to the underground storage tanks, the City of Santa Ana maintains and operates five (5) emergency diesel powered generators. Upon request, the Contractor shall deliver diesel fuel to the following emergency generators:

| Generator Location Name | Generator Make | Facility Address | Estimated Fuel Tank Size (Gallons) |
|--------------------------------|-----------------------|--|---|
| West Station | Cummins | 4426 W First St, Santa Ana, CA 92801 | 850 |
| Segerstrom Station | Perkins | 2903 S Bristol St, Santa Ana CA 92704 | 224 |
| East Station | Cummins | 1730 S Santa Fe St, Santa Ana CA 92705 | 850 |
| Walnut Station | Caterpillar | 723 W Walnut St, Santa Ana CA 92703 | 1039 |
| Maxine Station | Caterpillar | 633 S Maxine St, Santa Ana CA 92704 | 59 |

Usage quantities are approximate and shall not be interpreted as quantities ordered.

2. DELIVERY REQUIREMENTS

The Contractor shall provide a fleet of trucks adequate to handle the City of Santa Ana's needs. All vehicles utilized to service the City of Santa Ana shall be equipped with a radio dispatch system or a mobile telephone access as well as have the capability of providing printed metered tickets at the time of delivery. In addition, the Contractor's delivery vehicles/trucks must comply with the latest California Air Resources Board approved/certified Phase II Vapor Recovery Equipment Requirements and any other applicable regulations.

The following delivery requirements shall be implemented by the Contractor when supplying and delivering gasoline, diesel fuel, and other petroleum based products to the City of Santa Ana:

1. Carriage vehicles shall be fully equipped, in good mechanical condition and appearance, and always bearing the correct placard identification of the fuel being delivered.
2. Hoses and coupler fittings shall be tight when in use. Product that leaks from hoses or couple connections shall be cleaned up and removed by the Contractor, including product in spill containers.
3. Delivery truck drivers 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.
4. The Contractor shall provide a delivery metered ticket for each delivery of fuel and the metered ticket must be signed, dated, and provided to the ordering agency at delivery.
5. Fuel deliveries shall be made complete as ordered; no partial orders are accepted unless mutually agreeable.

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6. The Contractor shall ensure that the transport units can accommodate the delivery logistics at every location prior to dispatching those units.
7. The Contractor shall be responsible for obtaining fuel readings and managing load inventory as requested by the City of Santa Ana to meet or exceed all State and local applicable laws and regulations.
8. All work shall be in accordance with applicable trade practices, workmanship, meet warranties and shall conform to all applicable laws, codes and regulations.

3. GASOLINE AND FUEL SPECIFICATIONS

By submitting a proposal, the Supplier will ensure that the gasoline and diesel fuel products delivered meet or exceed the following minimum specifications. Only major oil company quality fuels meeting the following specifications are to be provided:

1. The fuel provided must meet the latest requirements of the California Air Resources Board (CARB) Phase 2 Reformulated Gasoline and Diesel.
2. The fuel provided must meet Air Resources Board (ARB), "The California Reformulated Gasoline Regulations" Title 13, California Code of Regulations Section 2250-2273.5 latest version/sub articles, and all-inclusive amendments.
3. The fuel provided must comply with the requirements of the American Society of Testing and Materials (ASTM) D4815 standard or latest version as verified by an independent lab.
4. Regular Unleaded Gasoline shall have a minimum octane rating of 87 which shall be determined by using R+M/2 method.
5. 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 and ASTM D975 Standard Specifications for Diesel Fuel Oils. The definition of "vehicular use" in California includes on-highway vehicles and non-road vehicles such as agriculture and construction equipment. Carb #2 Diesel – Clear may contain up to 5% bio.
6. All products furnished shall conform to all Federal, State, Local, American Society of Testing and Materials (ASTM), Department of Transportation (DOT) and Air Resources Board (ARB) regulations for handling and supply of unleaded fuel/gasoline.
7. Only products of new manufacture or distillation will be accepted. No refined or reclaimed products will be accepted unless otherwise specified.
8. All fuel/gasoline shall have a minimum shelf life of one (1) year.
9. Gasoline shall be unleaded regular 87 Octane minimum and diesel fuel shall be Type 2 clear unless otherwise specified.
10. All fuel shall be temperature corrected to 60 degrees Fahrenheit and or at the

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adequate and required temperature set by Federal, State, Local, ASTM, DOT, ARB and/or any other mandated laws, regulations and ordinances.

11. Diesel fuel must meet current fuel industry laws of Federal, State and local codes, requirements, standards and guidelines, including South Coast Air Quality Management District (SCAQMD), American Society of Testing and Materials (ASTM) laws, Department of Transportation (DOT), Air Resources Board (ARB) regulations, Reid Vapor Pressure (RVP) requirements and regulations for handling and supply of diesel fuel.

4. ORDERING PROCESS

The Contractor shall not request minimum orders or pattern of use; all orders shall be placed as needed and at the convenience of the City of Santa Ana. The Contractor shall maintain an e-mail address to place all request/orders, as well as a contact name and number for 24-hour access emergency service.

On non-emergency calls, the Contractor shall deliver all fuel orders in full and within one (1) calendar day after confirmation of receipt of order. The Contractor shall provide a delivery metered ticket for each fuel delivery, listing fuel order amount in gallons, location of facility and a brief description of the product delivered. A delivery manual ticket will be accepted only when metered tickets are not available. The Contractor shall be responsible for all the time it takes to offload/transfer fuel from the fuel trucks to the City's tanks at various locations and any additional fees for standing time shall not be charged to the City.

5. EMERGENCY ON-CALL DELIVERY SERVICES

The Contractor shall be available on an on-call basis, 24/7, and ready to respond in the event of an emergency for emergency gasoline and/or diesel fuel supply and delivery. **Service calls shall be responded within two (2) hours. Contractor's fueling crews must be able to arrive at the job site within four (4) hours of approval from the City to commence work. Regular business hours are considered from 7:00 A.M. to 5:00 P.M. (Monday through Friday).** Anytime outside of business hours of operation may be considered after hours/weekends.

Gasoline, diesel fuel, and other petroleum product deliveries shall be scheduled 24-hours a day, seven days a week on an emergency on-call basis including but not limited to **wet hose delivery service** and after-hour delivery service. The Contractor shall provide 24-hour customer support telephone number and services for responding to all request/orders for fuel, including telephone coverage on weekdays during normal business hours as well as 24-hour access phone number for after hours, weekends, holidays and emergency situations.

In an Emergency Event or Declared Disaster by the County/State or Federal entity, the Contractor shall service the City of Santa Ana under the same terms and conditions that apply during regular standard non-emergency/disaster conditions.

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6. “ZERO LEAKAGE” STANDARDS

The City of Santa Ana requires “zero leakage” standards 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.

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 Contractor. The Contractor shall be held liable for any damage or criminal/civil citations which may occur as a result of any spills and/or accidents.

7. FUEL TESTING SERVICES

The Contractor shall provide as-requested fuel-testing services for purity and quality, contamination, additives, trans-mixed fuels or co-mingled fuels, physical properties testing, energy value, trace components, trace contaminants, safety and regulatory parameters, bacteria, and the like.

8. FUEL TENDERS AND TRAILERS

The Contractor shall be able provide a fuel truck and an attendant to fuel vehicles if the City fuel tank(s) are inoperable or if there an emergency where fueling must be staged at a secondary location. In the event of an emergency incident that span over multiple days, the City of Santa Ana may hire fuel trucks/trailers to provide fuel during the incident so that vehicles can be refueled without leaving the incident. Fuel trucks and trailers shall be fully registered as commercial vehicles and be with all Department of Transportation (DOT), Environmental Protection Agency (EPA), and state inspection requirements.

Supplies shall only be permitted to provide/distribute clear road fuel. Fuel truck and trailer operators are responsible for containing and disposing of the fuel spilled and special attention must be paid to hazardous material concerns such as leaky fuel nozzles, tanks, etc.

The truck’s fuel dispensing system shall be designed to prevent the wrong product from being dispensed, such as gasoline being introduced into a diesel-powered vehicle due to the dispensing system not being completely drained from the precious fueling. A separate dispensing system for each product carried on the fuel tender is preferred. Each pump shall have affixed the current year’s weights and measures certificate from their home administrative county.

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The equipment required for the fuel trucks and trailers include, but are not limited to the following:

1. Fire extinguisher, Rated 2A10BC or better
2. Electronic backup alarm at a minimum of 97 dB
3. Spill kit
4. Secondary containment for dispensing area
5. Chock blocks of appropriate size for the tire diameter
6. Flashlight
7. No smoking signs posted on the front, rear, and sides
8. Department of Transportation (DOT) standard reflectors

The rental rates provided shall be the maximum rates to be paid and may not be exceeded without prior written approval. On mobilization and demobilization days, "hours in service" include transit to and from the incident. Hours in service also include time spent in staging during the assigned shift. The Contractor shall provide rates based on the number of hours that the equipment is in service and under the City of Santa Ana command in calendar day. Hired Equipment Shift Rates unless otherwise noted is issued one of three rates as determined by shift type; reduced, standard, and extended as detailed below:

1. **Reduced Rate:** Rate paid for up to eight (8) hours in service in calendar day.
2. **Standard Rate:** Rate paid for greater than eight (8) hours and up to sixteen (16) hours in service in a calendar day.
3. **Extended Rate:** Rate paid for greater than sixteen (16) hours in service in a calendar day. Equipment is only eligible for this rate when ordered as a 24-hour resource.

On mobilization and demobilization days, "hours in service" included transit to and from the incident. Hours in service include time spent in staging during the assigned shift.

In addition, Wet and Dry Rates include (unless otherwise notes, all rates are "Wet"):

- A. Wet rates include depreciation, indirect ownership costs, major overhaul cost, labor and parts for routine maintenance and repair, transportation, pilot vehicles, operators, PPE, fuel, lubricants, and operating supplied necessary for the equipment to perform as ordered.
- B. Service vehicles and service personnel are included in the rates.
- C. Equipment hired "dry" does not include operators or fuel; The City shall provide these as necessary for the equipment to perform as ordered. All other costs shall remain the responsibility of the Contractor.

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9. PROPANE TANK INSTALLATION AND FUELING SPECIFICATIONS

The Contractor shall recommend, design, supply and install a 420-gallon propane tank utilizing minimum square footage at the City's Corporate Yard (a site map of the City Corporate Yard has been provided as **APPENDIX A**). The propane fueling equipment must provide dispensing pump(s) suitable for usage in City vehicles as well as dispenser metering indicating gallons dispensed and net volume. In addition, the Contractor shall recommend or provide supplementary equipment best suited for the City's propane refueling needs.

Equipment furnished under this specification shall be the latest improved model in current production as offered to commercial trade and shall be of the highest quality workmanship and material. The Contractor shall be responsible for all technical and professional services required to obtain and to maintain compliant on-site refueling operations including but not limited to permit applications, inspections, certifications, controls, protection and equipment.

Succeeding installation, the Contractor will ensure all equipment offered under this specification will remain in good working condition and shall be in compliance with federal, state, and local codes and regulations. The Contractor shall ensure the propane tank remains filled and operational at all times. The City will require delivery of liquid propane on an as-needed basis and in accordance with agreed-upon, pre-arranged or as requested in response to an emergency call.

In the event, the City of Santa Ana requires propane wet hose fueling, the Contractor shall service any of the fifteen (15) propane powered vehicles listed below:

| <u>VEHICLE #</u> | <u>MAKE</u> | <u>VEHICLE MODEL</u> |
|------------------|-----------------|----------------------|
| 1 | NISSAN | UGJ02 FORKLIFT |
| 2 | FORD | F-550 |
| 3 | NISSAN FORKLIFT | CL50LP |
| 4 | FORD | F250 HD UTILITY |
| 5 | FORD | F-550 |
| 6 | FORD | F550 SD UTILITY |
| 7 | FORD | F-550 SD |
| 8 | FORD | F-550 |
| 9 | FORD | F-250 |
| 10 | FORD VALVE TRK | F-550 |
| 11 | FORD VALVE TRK | F-550 |
| 12 | FORD VALVE TRK | F-550 |
| 13 | FORD | F-550 SALT TRCK |
| 14 | FORD | F-550 ALT AT37G |
| 15 | FORD | F-650 LATERAL |

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10. REPORTING

The monthly and/or quarterly statements with specific date ranges as needed shall be furnished as requested by the City referencing fueling data by location (quantities delivered and price). Report formats shall be available electronically and emailed to the Contract Administrator. The required format is an Excel spreadsheet.

D. CODE COMPLIANCE

All materials and workmanship shall be in strict conformity with federal, state and local codes, requirements, standards of the latest editions, and guidelines including revisions of the following:

- California Air Resources Board (CARB)
- Reid Vapor Pressure (RVP) Requirements under California Phase 2 Reformulated Gasoline (CaRFG2) and Phase 3 Reformulated Gasoline (CARFG3)
- American Society of Testing and Materials (ASTM) D4815 Standard or Latest Version
- Department of Transportation (DOT)
- South Coast Air Quality Management District (SCAQMD)
- Environmental Protection Agency (EPA)
- Occupational Safety and Health Administration (OSHA)

E. PROJECT MANAGEMENT AND COORDINATION

When a request for service is issued to the City, the Contractor shall issue an estimate to the City's designated Project Manager. The Contractor shall not proceed with any work without the approval of the City's designated Project Manager.

Contractors shall invoice the City on a monthly basis for all work performed during the period or provide a one-time invoice at the completion of work issued. Each invoice shall be accompanied by a summary of tasks performed, contract agreement number, results and progress on long-term tasks if any.

F. VALUE ADDED RELATED SERVICES

The Contractor may propose additional related services that the City has not specifically identified in this RFP to accomplish the stated goals of this RFP such as fuel tank level management, fuel cards, tank rentals, etc. Value added related services will be considered by the City and may or may not be incorporated in the agreement. All parts and materials must be supplied new and factory approved.

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G. MARKUP

The following markup percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits (to the sum of the costs and markups, one (1) percent shall be added as compensation for bonding):

| | | |
|----|-----------------------------------|----|
| 1) | Labor | 20 |
| 2) | Materials..... | 15 |
| 3) | Equipment Rental..... | 15 |
| 4) | Other Items and Expenditures..... | 15 |

H. MINIMUM QUALIFICATIONS

The Contractor shall meet the following minimum qualifications:

1. All work is to be performed in compliance with all applicable codes, ordinances, laws, standards, due care, and Occupational Safety and Health Administration (OSHA) safety requirements.
2. The Contractor shall have a minimum of five (5) years of experience in providing gasoline and diesel fuel supply and delivery services.
3. The Contractor shall possess state and local permits, licenses and certificates required by law to commence, carry, and complete the work.
4. Provide all necessary equipment to competently perform and complete work as specified.

I. SAFETY

Proposer shall be solely and completely responsible for the condition of the project site, including safety of all persons and properties during the performance of the work. In addition, proper safety equipment must be worn at all times. These requirements shall apply continuously until the contract is terminated and shall not be limited to normal working hours.

The Contractor/Consultant shall assure that each employee or subcontractor under the contractor's supervision is trained in the work practices necessary to safely perform his or her job.

The Contractor's drivers/delivery crews shall be HAZMAT trained and certified in safety measures to prevent accidents endangering personnel and property. Hazardous Materials shall be clearly marked with the proper shipping name and identification number as required by the Department of Transportation. The Contractor shall provide current, applicable and required Material Safety Data Sheets (MSDS) at any time during the contract as requested by the City of Santa Ana.

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J. INSURANCE REQUIREMENTS

The successful bidders shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract. Said insurance policies shall comply with all requirements set forth in these specifications. Contractor(s) shall keep a current certificate of insurance at the City of Santa Ana at all times and shall immediately report any changes to the City.

K. FEE SCHEDULE

Contractor shall submit a fee schedule as described in Section III.B.3 of RFP. No separately stated freight or deliveries will be considered. Bidders shall include all costs in the unit price bid. The Contractor's delivered product pricing shall be inclusive of all freight/unloading/handling and delivery charged.

Furthermore, the Contractor shall submit additional labor, material and rental equipment rates along with fee schedule. Contractor's labor and equipment rate sheet shall list rates for all labor designations, equipment, rentals, and materials. The bid items specified in the fee schedule are for reference purposes only. Labor increases shall be subject to mutually agreeable terms between the City and the Contractor. The City may request related services that will be paid at the vendor's standard labor and equipment rate submitted. Fee proposal shall be outlined as follows:

---End of SCOPE OF WORK Section---

MAYOR
Vicente Sarmiento
MAYOR PRO TEM
Phil Bacerra
COUNCILMEMBERS
Johnathan Ryan Hernandez
Jessie Lopez
Nelida Mendoza
David Penaloza
Thai Viet Phan



CITY MANAGER
Kristine Ridge
CITY ATTORNEY
Sonia R. Carvalho
CLERK OF THE COUNCIL
Daisy Gomez

CITY OF SANTA ANA

PUBLIC WORKS AGENCY
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714-647-3320
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September 29, 2022

ADDENDUM ONE

SUBJECT: RFP 22-110 GASOLINE AND DIESEL SUPPLY AND DELIVERY SERVICES

The following changes/clarifications have been made to the bid of the subject project:

ITEM 1 – Q&A REPOSES

Attached responses for Q&A dated 9/29/22

ITEM 2 – NOTICE INVITING BIDS Page 2; 2nd paragraph

Responses to this Request for Proposals (RFP) will be accepted until
Tuesday, October 4, 2022 at 4:00 P.M.

MODIFY:

Responses to this Request for Proposals (RFP) will be accepted until **Friday,
October 7, 2022 at 1:00 P.M.**

ITEM 3 – ATTACHMENT 2: FEE SCHEDULE Page 24 through 27

Fee schedule removed, replaced, and attached.

ITEM 4 – MODIFIED BID ITEM

Bid Items #61-65 can be omitted from Fee Proposals and is an optional
metric. The metric will not be evaluated in the grading process.

SANTA ANA CITY COUNCIL

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vsarmiento@santa-ana.org

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nmendoza@santa-ana.org

ITEM 5 – SCOPE OF SERVICES: ORDERING PROCESS
Page 17, 2nd paragraph

On non-emergency calls, the Contractor shall deliver all fuel orders in full and within **one (1) calendar day** after confirmation of receipt of order.

MODIFY:

On non-emergency calls, the Contractor shall deliver all fuel orders in full and within **two (2) calendar day** after confirmation of receipt of order.

ATTACHMENTS

Attached responses for Q&A dated 9/29/22 – 3 Pages

Attached revised fee schedule dated 9/29/22 – 2 Pages

Total Pages for Addendum One (including attachments) = 7 Pages

ALL OTHER TERMS, CONDITIONS, AND SPECIFICATIONS REMAIN UNCHANGED.

Cordially,



James Burk, P.E.
Senior Civil Engineer

CC: Reading File

SANTA ANA CITY COUNCIL

RFP 22-110 Gasoline and Diesel Supply and Delivery Services

9/29/2022

| Q# | Question | Response |
|----|--|---|
| 1 | What are the city's payment terms? Does the city do early payment if offered a discount? | Payment term is net forty-five (45) days per Attachment 4 Section 3. Term |
| 2 | May a prospective bidder, only bid on certain line items? For example, we do would not be able to bid on the Propane as we do not supply that in California. | The City has made this an optional item per Addendum One |
| 3 | On the gasoline and diesel pricing form, only the wet hose section states the price is based off of Los Angeles Ca OPIS Gross 10:am EST Daily Rack Average with Car. Would that be based for all products? Clarify if RD is to based on CARB #2? | Yes, the gasoline and diesel pricing should be based off Los Angeles CA OPIS Gross 10:00 AM EST Daily Rack Average with Car+. This same index as Diesel - Type 2 Clear shall be derived for the renewable clear diesel (RD99 and RD95) as well. |
| 4 | Do the emergency powered generators on page 15 take Red Dyed Diesel? | Yes, emergency generators take red dyed diesel |
| 5 | If the emergency powered generators on page 15 take red dyed diesel, the red dyed diesel pricing on the Fee Proposal does include pricing for quantities in conjunction with the tank sizes listed for these generators. Can an additional delivery size be added to the Fee Proposal for red dyed diesel to cover these? | Yes, please refer to Addendum One |
| 6 | Due to the National Driver Shortage, that standard turn for deliveries is now 2 days. Would the City be willing to extend its turn time from 1 day to 2 days? | Yes, please refer to Addendum One |
| 7 | Are we required to bid all products and all services to be considered for award? | No, please refer to Addendum One |
| 8 | Propane tank design, supply and installation is not a component of a Petroleum Fuel Distribution Company. Was this service meant to be included in this solicitation? Are we required to bid on this service to be considered for award? | No, please refer to Addendum One |
| 9 | Is the OPS Index used to derive the base pricing the Los Angeles, Ca OPIS Gross 10:00am EST Daily Rack Average with CAR? | Yes, please refer to Addendum One |
| 10 | For the RD95 and the RD99 pricing, there is not currently a ratable OPIS index compiling this pricing and it is now industry standard to use the OPIS ULSD #2 Index as the base price. Can you confirm for RD95 and RD99 that you will be using the OPIS Los Angeles, Ca OPIS Gross 10:00am EST Daily Rack Average with CAR for ULSD#2 to derive the base price? | Use the OPIS Los Angeles, Ca OPIS Gross 10:00am EST Daily Rack Average with CAR for ULSD#2 to derive the base price for RD95 and RD99 |
| 11 | Because RD95 and RD99 pricing is not fixed and needs to be tied to OPIS, for RD95 and RD99 on the Fee Proposal, can you please mirror the pricing entries with the structure of the Clear Diesel Pricing and add both Delivery Size breakdowns categories (7000+ and 3500- | Yes, please refer to Addendum One |
| 12 | Red Dyed ULSD#2 pricing is not fixed and needs to be tied to OPIS, so for Red Dyed ULSD#2 on the Fee Proposal, can you please mirror the pricing entries with the structure of the Clear Diesel Pricing? | Yes, please refer to Addendum One |
| 13 | What is the average delivered quantity of unleaded fuel at the Corporate Yard? | The average delivery size to the Corporate Yard is 7,500 gallons for unleaded. |
| 14 | What is the average delivered quantity of diesel fuel at the Corporate Yard? | The average delivery size to the Corporate Yard is 8,800 gallons for diesel. |
| 15 | What is the average delivered quantity of unleaded fuel at the Police Department? | The average delivery size to the Police Department is 8,800 gallons for unleaded. |
| 16 | Because the answers to vital questions will not be provided until shortly before the bid is due, there is a serious concern that there will not be enough time to do adequate analysis to prepare the bid by the due date. Would the City please consider extending the bid due date at least another week for these reasons? | Yes, please refer to the addendum |
| 17 | May I please get a bid tabulation from the last award? | Refer to PlanetBids for RFP 17-108 Fuel - Gasoline and Diesel https://pbsystem.planetbids.com/portal/20137/bo/bo-detail/41783 |
| 18 | Who is the current incumbent? | Please refer to PlanetBids for RFP 17-108 Fuel - Gasoline and Diesel https://pbsystem.planetbids.com/portal/20137/bo/bo-detail/41783 |
| 19 | Are "fees" part of the evaluation criteria for this bid? | Yes, refer to Section I. General under C. Proposal Evaluation and Rating |
| 20 | Are we required to submit an hourly rate on our "Fee Proposal" with this contract as we are supplying a commodity? | Yes, refer to Scope of Services Section K. Fee Schedule |
| 21 | When is the City planning on going to City Council for award approval? | The anticipated project award date is Tuesday, November 15, 2022 per the RFP cover page |
| 22 | What is the annual volume for Dyed Diesel? | Refer to Attachment 1: Scope of Services Section C |
| 23 | What is the annual volume for Clear Diesel? | Refer to Attachment 1: Scope of Services Section C |
| 24 | Are the fuel tanks at the Corporate Yard above ground or below ground? | The fuel tanks are below ground |
| 25 | Is the 6,000 gallon Dyed Diesel tank at the Santa Ana Police Department above ground or below ground? | The 6,000 gallon tank specified is below ground |
| 26 | Do we need to own fleet of delivery vehicles? | No |
| 27 | Can we use common carriers to make the fuel deliveries? | Yes |
| 28 | Instead of monthly invoicing, can we submit an invoice for payment after every delivery? | Yes |
| 29 | Do we have to bid on the Propane Tank Installation and fueling in order to be responsive on this bid? | No, please refer to Addendum One |
| 30 | Is the City currently using RD99? | No, the City intends to use RD99 in the future |
| 31 | If we are the successful bidder can we mark a fuel surcharge as a line item on invoices? | Yes |
| 32 | Is the City currently using RD95? | No, the City intends to use RD95 in the future |
| 33 | Do any of the sites take split deliveries i.e. gasoline and diesel on the same truck delivered on the same day? | Yes, upon request |
| 34 | What is the average delivery size for Unleaded to the Corporate Yard? | The average delivery size to the Corporate Yard is 7,500 gallons for unleaded. |
| 35 | What is the average delivery size for diesel to the Corporate Yard? | The average delivery size to the Corporate Yard is 8,800 gallons for diesel. |
| 36 | What is the average delivery size for Unleaded to the Police Department? | The average delivery size to the Police Department is 8,800 gallons for unleaded. |
| 37 | Is the City exempt from any taxes? | No, the City not exempt from any taxes |
| 38 | What OPIS index would you like us to use for the bid line items i.e. OPIS Daily Average, OPIS Daily Contract Average, etc.? | The base price is Los Angeles CA OPIS GROSS 10:00 AM EST Daily Rack Average with Car+ |
| 39 | What OPIS benchmark City would you like bidders to use? | The base price is Los Angeles CA OPIS GROSS 10:00 AM EST Daily Rack Average with Car+ |
| 40 | May I please have a copy of the most recent unleaded invoice for the Corporate Yard? | The Water Division cannot release those records a this time |
| 41 | May I please have a copy of the most recent diesel invoice for the Corporate Yard? | The Water Division cannot release those records a this time |
| 42 | May I please have a copy of the most recent unleaded invoice for the Santa Ana Police Department? | The Water Division cannot release those records a this time |
| 43 | What OPIS index do you want us to use for RD99? | Use the OPIS Los Angeles, Ca OPIS Gross 10:00am EST Daily Rack Average with CAR for ULSD#2 to derive the base price for RD95 and RD99 |

| | | |
|----|---|---|
| 44 | What OPIS index do you want us to use for RD95? | Use the OPIS Los Angeles, Ca OPIS Gross 10:00am EST Daily Rack Average with CAR for ULSD#2 to derive the base price for RD95 and RD99 |
| 45 | Do we have to bid on all line items to be responsive for this bid? | No, please refer to Addendum One |
| 46 | What OPIS index would you like us to use for RD99? | Use the OPIS Los Angeles, Ca OPIS Gross 10:00am EST Daily Rack Average with CAR for ULSD#2 to derive the base price for RD95 and RD99 |
| 47 | What OPIS index would you like us to use for RD95? | Use the OPIS Los Angeles, Ca OPIS Gross 10:00am EST Daily Rack Average with CAR for ULSD#2 to derive the base price for RD95 and RD99 |
| 48 | Do the generator sites require Dyed Diesel fuel? | Yes |
| 49 | Is the City planning on awarding the contract to multiple vendors? | The City intends to reward the Contract to one Contractor |
| 50 | Will the City please consider extending the bid due date due to all of the clarifications requested? | Yes, please refer to Addendum One |
| 51 | What are the tank sizes for each of the propane vehicles? | The propane requirements are as stated in the RFP |
| 52 | If the propane vehicles need to be wethosed will all vehicles be located at a central location? If so what is that location? If not, please provide the location of each of the vehicles. | The vehicles will be located at the City Corporated Yard (220 S Daisy Ave, Santa Ana CA 92703) |
| 53 | Currently who is the incumbent? | Please refer to PlanetBids for RFP 17-108 Fuel - Gasoline and Diesel https://pbsystem.planetbids.com/portal/20137/bo/bo-detail/41783 |
| 54 | Currently who is the incumbent? | Please refer to PlanetBids for RFP 17-108 Fuel - Gasoline and Diesel https://pbsystem.planetbids.com/portal/20137/bo/bo-detail/41783 |
| 55 | Can you please supply a couple of your most current invoices for gasoline, and all grades of diesel fuels. | The Water Division cannot release those records a this time |
| 56 | Can the city of Santa state the current percentage amount for local preference. | There is no percentage amount |
| 57 | Can you please state how the local preference will be evaluated in the bidding process. | The local preference is not a part of the evaluation |
| 58 | Does the current vendor have a local preference on the current contract? | The local preference is not a part of the evaluation |
| 59 | Can we bid on only the Unleaded (Transport) piece of the business and provide a "No Bid" on the Diesel (Bobtail) portion of the RFP? | No, all Bidders must bid on all required items in the Fee Schedule |
| 60 | In the event of delivery of a transport load (> 7,000 gallons), we cannot meter the delivery. Will a Veeder Root ticket be available to print and provide as proof of delivery? | Yes |
| 61 | Is there a Veeder Root system available for the 20,000 gallon tanks for inventory purposes? | Yes |
| 62 | If there is a Veeder Root system for the 20,000 gallon tanks, are the suppliers allowed virtual/electronic access? | The City does not currently have vidual/electronic access, but is anticipating having it in the future |
| 63 | Can we provide a "No Bid" on Section C - 9. Propone Tank Installation and Fueling Specifications portion of the BID? | Yes, please refer to Addendum One |
| 64 | Under the Fee Proposal, what Index (Base Price) are we to use when determining the differential above/below OPIS? Ex: LA OPIS Unbranded Rack Avg. Only stated under Wet Hosing. | The base prive is Los Angeles CA OPIS GROSS 10:00 AM EST Daily Rack Average with Car+ |
| 65 | On page 2 the city is requesting letter of intent to be submitted. Can the City of Santa Ana confirm the due date for the letter of intent? Not seeing deadline on the RFP | The Letter of Intent is optional and due at any time during the duration of the Bid |
| 66 | Can the city of Santa Ana please give clarification on the letter of intent requested? | A letter of intent is simply a statement that the Contractor provides to inform the City of the intent to bid submitted via email to the Project Manager |
| 67 | Can the city advise if there any special fittings required for any of the tank locations? | There are none |
| 68 | Can city please advise how many deliveries per year will be needed for each emergency generator locations. | The frequency of fuel deliveries is dependent upon usage |
| 69 | Can city advise what carrier is currently making the emergency generator deliveries? | Fueling delivering for emergency generators are performed internally |
| 70 | Can the city please supply the bid tabulations for the current contract. | Please refer to PlanetBids for RFP 17-108 Fuel - Gasoline and Diesel https://pbsystem.planetbids.com/portal/20137/bo/bo-detail/41783 |
| 71 | Can the city supply a couple of bill of ladings for gasoline and diesel fuel. | The Water Division cannot release those records a this time |
| 72 | Will a Truck and Trailer be able to fit at all fueling stations for the city? | Yes |
| 73 | Will a Semi truck be able to fit at all fueling stations for the city. | Yes |
| 74 | Can the city state, is this all or nothing RFP? Do you have to bid on all sections of the bid to be responsive. | Refer to Addendum One |
| 75 | Can city state what will the propane be used for for? | The propane powered vehicles are listed in the Scope of Services |
| 76 | What is average delivery size of gasoline and diesel to the corporation yard and the PD Site. | The average delivery size to the Corporate Yard is 7,500 gallons for unleaded. The average delivery size to the Corporate Yard is 8,800 gallons for diesel. The average delivery size to the Police Department is 8,800 gallons for unleaded. |
| 77 | How many deliveries in the range of 7,000 plus for gas and diesel for the Corporation yard? | Around 80 to 90% of deliveries annually range in 7,000 plus. |
| 78 | How many deliveries for 7,000 plus for gas and diesel for the PD site. Fall into this range. | Around 80 to 90% of deliveries annually range in 7,000 plus. |
| 79 | How many deliveries fall in the range of 7,000 plus for gas and diesel for the Corporation yard. | Around 80 to 90% of deliveries annually range in 7,000 plus. |
| 80 | Does the city allow for split combination deliveries between corporation and PD site? | Yes |
| 81 | What are the city payment terms? | Payment term is net forty-five (45) days per Attachment 4 Section 3. Term |
| 82 | Will city accept ACH payments? | Yes |
| 83 | How many deliveries fall between the range of 3,500-6,999 for gas and diesel? | Usage quantites are approximate and shall not be interpreted as quantited ordered |
| 84 | Can city state the range of gallons for RD99 and RD95? In order give a delivery charge rate per gallon. | Refer to Addendum One |
| 85 | Can city advise if the non-conclusion affidavit has to be notarized? | Yes, please notarize per the conditions specified in the Non-Collusion Affidavit |
| 86 | OPIS does not have index for propane. Can the city advise if we need to utilize the weekly BPN news letter index? | Utilize weekly BPN news letter index for propane |
| 87 | Will the city be open to use a bigger tank for propane usage? | Yes |
| 88 | Can the city please confirm we need to utilized the OPIS daily rack average report with Car. For fuel deliveries of gasoline, clear diesel, red dyed diesel, and renewable fuels. | Please refer to Addendum One |
| 89 | Can city advise currently what you are paying for fuel tenders / fuel trailers. This would be for reduced rate, standard rate, and extended rate | The Water Division cannot release those records a this time |
| 90 | What is average delivery of gasoline and diesel for the Corporation yard/ | The average delivery size to the Corporate Yard is 7,500 gallons for unleaded. The average delivery size to the Corporate Yard is 8,800 gallons for diesel. |
| 91 | What is the average delivery of gasoline and diesel for the PD site. | The average delivery size to the Police Department is 8,800 gallons for unleaded. |
| 92 | What is the classifications for a vendor to have a local preference discount for city of Santa Ana? | There are no local preference discounts for the City of Santa Ana |
| 93 | Can city please advise if your company headquarters resides in the city of Santa Ana. Does qualify the vendor for the local preference discount. | The Water Division is located in Santa Ana (220 S Daisy Ave, Santa Ana CA 92703) |

| | | |
|----|---|--|
| 94 | Can city please advise if your company has a office within the city of Santa Ana. Does that qualify the vendor for the local preference discount. | The Water Division is located in Santa Ana (220 S Daisy Ave, Santa Ana CA 92703) |
| 95 | Can city please advise who is currently making gas and all grades of diesel deliveries. What transport company currently making deliveries. | Please refer to PlanetBids for RFP 17-108 Fuel - Gasoline and Diesel https://pbsystem.planetbids.com/portal/20137/bo/bo-detail/41783 |
| 96 | Can the city please confirm we need to submit the fee scheduled, in addition to the fee proposal on page 24. | A rates schedule and a fee schedule shall be permitted per Scope of Services Section K |
| 97 | Can the city please give a little more clarification on the requested "fee scheduled. Please advise exactly what we need to submit on this schedule. Hard to give a cost on equipment, labor, material, if we do not know how much the project will require. Please advise. | A rates schedule is an hourly rate; if the specifications in Section K do not apply, please omit |
| 98 | Can city please advise if your currently billed separate lines items for fuel surcharge, and pump charge fees. Besides the stop in transit fee. | The City is not billed separate line items for fuel surcharge and pump charge fees |

EXHIBIT C

Bid Results

Bidder Details

Vendor Name AAA Oil, Inc.
Address 11621 Westminster Ave.
Garden Grove, California 92843
United States
Respondee Jennifer Crawley
Respondee Title Marketing Manager - Contracts
Phone 714-530-4795
Email jcrowley@cafueling.com
Vendor Type CADIR, SSAB, SOCB, MBE
License #

Bid Detail

Bid Format Electronic
Submitted 10/07/2022 10:35 AM (PST)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 306865
Ranking 0

Respondee Comment

Buyer Comment

Attachments

| File Title | File Name | File Type |
|---|---|--------------------|
| RFP 22-110 - Fee Proposal - AAA OIL INC.pdf | RFP 22-110 - Fee Proposal - AAA OIL INC.pdf | Cost File |
| RFP 22-110 - Proposal and Completed Forms - AAA OIL INC.pdf | RFP 22-110 - Proposal and Completed Forms - AAA OIL INC.pdf | Response File |
| | | General Attachment |
| | | BAFO |

Line Items

Discount Terms No Discount

| Item # | Item Code | Type | Item Description | UOM | QTY | Unit Price | Line Total | Response | Comment |
|---|-----------|------|------------------------|--------|-----|------------|------------|----------|---------|
| 87 Octane (Bulk Fuels Full Truck and Trailer, Delivery Size = 7,000+ Gallons) - (BASE PRICE = LOS ANGELES CA OPIS GROSS 10:00 AM EST DAILY RACK AVERAGE WITH CAR+) | | | | | | | (\$0.0396) | | |
| 1 | | | OPIS Plus | \$/Gal | 1 | \$0.0000 | \$0.0000 | Yes | |
| 2 | | | Or Minus | \$/Gal | 1 | (\$0.0425) | (\$0.0425) | Yes | |
| 3 | | | Delivery | \$/Gal | 1 | \$0.0227 | \$0.0227 | Yes | |
| 4 | | | Other (Specify) | \$/Gal | 1 | \$0.0000 | \$0.0000 | Yes | |
| 5 | | | Applicable Discount(s) | \$/Gal | 1 | \$0.0000 | \$0.0000 | Yes | |
| 6 | | | Total OPIS+ | \$/Gal | 1 | (\$0.0198) | (\$0.0198) | Yes | |
| 87 Octane (Smaller Tank Less Than Full Truck, Delivery Size = 3,500 - 6,999 Gallons) - (BASE PRICE = LOS ANGELES CA OPIS GROSS 10:00 AM EST DAILY RACK AVERAGE WITH CAR+) | | | | | | | (\$0.0124) | | |
| 7 | | | OPIS Plus | \$/Gal | 1 | \$0.0000 | \$0.0000 | Yes | |
| 8 | | | Or Minus | \$/Gal | 1 | (\$0.0425) | (\$0.0425) | Yes | |
| 9 | | | Delivery | \$/Gal | 1 | \$0.0363 | \$0.0363 | Yes | |
| 10 | | | Other (Specify) | \$/Gal | 1 | \$0.0000 | \$0.0000 | Yes | |
| 11 | | | Applicable Discount(s) | \$/Gal | 1 | \$0.0000 | \$0.0000 | Yes | |
| 12 | | | Total OPIS+ | \$/Gal | 1 | (\$0.0062) | (\$0.0062) | Yes | |
| Diesel - Type 2 Clear (Bulk Fuels Full Truck and Trailer, Delivery Size = 7,000+ Gallons) - (BASE PRICE = LOS ANGELES CA OPIS GROSS 10:00 AM EST DAILY RACK AVERAGE WITH CAR+) | | | | | | | \$0.0136 | | |
| 13 | | | OPIS Plus | \$/Gal | 1 | \$0.0000 | \$0.0000 | Yes | |
| 14 | | | Or Minus | \$/Gal | 1 | (\$0.0199) | (\$0.0199) | Yes | |
| 15 | | | Delivery | \$/Gal | 1 | \$0.0267 | \$0.0267 | Yes | |
| 16 | | | Other (Specify) | \$/Gal | 1 | \$0.0000 | \$0.0000 | Yes | |
| 17 | | | Applicable Discount(s) | \$/Gal | 1 | \$0.0000 | \$0.0000 | Yes | |
| 18 | | | Total OPIS+ | \$/Gal | 1 | \$0.0068 | \$0.0068 | Yes | |
| Diesel - Type 2 Clear (Smaller Tank Less Than Full Truck, Delivery Size = 3,500 - 6,999 Gallons) - (BASE PRICE = LOS ANGELES CA OPIS GROSS 10:00 AM EST DAILY RACK AVERAGE WITH CAR+) | | | | | | | \$0.0402 | | |
| 19 | | | OPIS Plus | \$/Gal | 1 | \$0.0000 | \$0.0000 | Yes | |
| 20 | | | Or Minus | \$/Gal | 1 | (\$0.0199) | (\$0.0199) | Yes | |
| 21 | | | Delivery | \$/Gal | 1 | \$0.0400 | \$0.0400 | Yes | |
| 22 | | | Other (Specify) | \$/Gal | 1 | \$0.0000 | \$0.0000 | Yes | |
| 23 | | | Applicable Discount(s) | \$/Gal | 1 | \$0.0000 | \$0.0000 | Yes | |
| 24 | | | Total OPIS+ | \$/Gal | 1 | \$0.0201 | \$0.0201 | Yes | |
| Renewable Clear Diesel (RCD) - RD 99 - (Bulk Fuels Full Truck and Trailer, Delivery Size = 7,000+ Gallons) - Derive same index from Diesel - Type 2 Clear | | | | | | | (\$0.1040) | | |
| 25 | | | OPIS Plus | \$/Gal | 1 | \$0.0000 | \$0.0000 | Yes | |
| 26 | | | Or Minus | \$/Gal | 1 | (\$0.0787) | (\$0.0787) | Yes | |
| 27 | | | Delivery | \$/Gal | 1 | \$0.0267 | \$0.0267 | Yes | |
| 28 | | | Other (Specify) | \$/Gal | 1 | \$0.0000 | \$0.0000 | Yes | |
| 29 | | | Applicable Discount(s) | \$/Gal | 1 | \$0.0000 | \$0.0000 | Yes | |
| 30 | | | Total OPIS+ | \$/Gal | 1 | (\$0.0520) | (\$0.0520) | Yes | |
| Renewable Clear Diesel (RCD) - RD 99 - (Small Fuels Full Truck and Trailer, Delivery Size = 3,500 - 6,999 Gallons) - Derive same index from Diesel - Type 2 Clear | | | | | | | (\$0.0774) | | |
| 31 | | | OPIS Plus | \$/Gal | 1 | \$0.0000 | \$0.0000 | Yes | |
| 32 | | | Applicable Discount(s) | \$/Gal | 1 | \$0.0000 | \$0.0000 | Yes | |
| 33 | | | Or Minus | \$/Gal | 1 | (\$0.0787) | (\$0.0787) | Yes | |
| 34 | | | Other (Specify) | \$/Gal | 1 | \$0.0000 | \$0.0000 | Yes | |
| 35 | | | Delivery | \$/Gal | 1 | \$0.0400 | \$0.0400 | Yes | |
| 36 | | | Total OPIS+ | \$/Gal | 1 | (\$0.0387) | (\$0.0387) | Yes | |
| Renewable Clear Diesel (RCD) - RD 95 - (Bulk Fuels Full Truck and Trailer, Delivery Size = 7,000+ Gallons) - Derive same index from Diesel - Type 2 Clear | | | | | | | \$0.0734 | | |
| 37 | | | OPIS Plus | \$/Gal | 1 | \$0.0100 | \$0.0100 | Yes | |
| 38 | | | Delivery | \$/Gal | 1 | \$0.0267 | \$0.0267 | Yes | |
| 39 | | | Other (Specify) | \$/Gal | 1 | \$0.0000 | \$0.0000 | Yes | |
| 40 | | | Applicable Discount(s) | \$/Gal | 1 | \$0.0000 | \$0.0000 | Yes | |
| 41 | | | Or Minus | \$/Gal | 1 | \$0.0000 | \$0.0000 | Yes | |
| 42 | | | Total OPIS+ | \$/Gal | 1 | \$0.0367 | \$0.0367 | Yes | |
| Renewable Clear Diesel (RCD) - RD 95 - (Small Fuels Full Truck and Trailer, Delivery Size = 3,500 - 6,999 Gallons) - Derive same index from Diesel - Type 2 Clear | | | | | | | \$0.1000 | | |

| Item # | Item Code | Type | Item Description | UOM | QTY | Unit Price | Line Total | Response | Comment |
|---|-----------|------|---|--------|-----|------------|------------|----------|---|
| 43 | | | OPIS Plus | \$/Gal | 1 | \$0.0100 | \$0.0100 | Yes | |
| 44 | | | Total OPIS+ | \$/Gal | 1 | \$0.0500 | \$0.0500 | Yes | |
| 45 | | | Applicable Discount(s) | \$/Gal | 1 | \$0.0000 | \$0.0000 | Yes | |
| 46 | | | Other (Specify) | \$/Gal | 1 | \$0.0000 | \$0.0000 | Yes | |
| 47 | | | Delivery | \$/Gal | 1 | \$0.0400 | \$0.0400 | Yes | |
| 48 | | | Or Minus | \$/Gal | 1 | \$0.0000 | \$0.0000 | Yes | |
| Red Dyed ULSD #2 (Smaller Tank Less than Full Truck, Delivery Size: 500 – 1,000 gallons) - (BASE PRICE = LOS ANGELES CA OPIS GROSS 10:00 AM EST DAILY RACK AVERAGE WITH CAR+) | | | | | | | \$1.6600 | | |
| 49 | | | OPIS Plus | \$/Gal | 1 | \$0.6500 | \$0.6500 | Yes | |
| 50 | | | Total OPIS+ | \$/Gal | 1 | \$0.8300 | \$0.8300 | Yes | |
| 51 | | | Applicable Discount(s) | \$/Gal | 1 | \$0.0000 | \$0.0000 | Yes | |
| 52 | | | Other (Specify) | \$/Gal | 1 | \$0.0000 | \$0.0000 | Yes | |
| 53 | | | Delivery | \$/Gal | 1 | \$0.1800 | \$0.1800 | Yes | |
| 54 | | | Or Minus | \$/Gal | 1 | \$0.0000 | \$0.0000 | Yes | |
| Red Dyed ULSD #2 (Smaller Tank Less than Full Truck, Delivery Size: 1 – 499 gallons) - - (BASE PRICE = LOS ANGELES CA OPIS GROSS 10:00 AM EST DAILY RACK AVERAGE WITH CAR+) | | | | | | | \$3.9000 | | |
| 55 | | | OPIS Plus | \$/Gal | 1 | \$1.3000 | \$1.3000 | Yes | |
| 56 | | | Delivery | \$/Gal | 1 | \$0.6500 | \$0.6500 | Yes | |
| 57 | | | Other (Specify) | \$/Gal | 1 | \$0.0000 | \$0.0000 | Yes | |
| 58 | | | Applicable Discount(s) | \$/Gal | 1 | \$0.0000 | \$0.0000 | Yes | |
| 59 | | | Or Minus | \$/Gal | 1 | \$0.0000 | \$0.0000 | Yes | |
| 60 | | | Total OPIS+ | \$/Gal | 1 | \$1.9500 | \$1.9500 | Yes | |
| Liquid Propane (Optional - Will not be evaluated) | | | | | | | \$0.0000 | | |
| 61 | | | Propane Delivery | \$/Gal | 1 | \$0.0000 | \$0.0000 | Yes | NO BID |
| 62 | | | Wet Hose Delivery | \$/Gal | 1 | \$0.0000 | \$0.0000 | Yes | NO BID |
| 63 | | | Other (Specify) | \$/Gal | 1 | \$0.0000 | \$0.0000 | Yes | NO BID |
| 64 | | | Applicable Discount(s) | \$/Gal | 1 | \$0.0000 | \$0.0000 | Yes | NO BID |
| 65 | | | Design, Procurement and Installation of 420 Gallon Propane Tank | EA | 1 | \$0.0000 | \$0.0000 | Yes | NO BID |
| Miscellaneous | | | | | | | \$400.0000 | | |
| 66 | | | Retain Fee (Flat fee should the quantity ordered not fit into the tank) | \$/Gal | 1 | \$150.0000 | \$150.0000 | Yes | FLAT FEE |
| 67 | | | Emergency Delivery (Weekend Delivery, Holiday Delivery, After Normal Business Hours Delivery) | \$/Gal | 1 | \$250.0000 | \$250.0000 | Yes | FLAT FEE |
| Wet Hose Service (Base Price = Los Angeles CA OPIS Gross 10:00 AM EST Daily Rack Average With Car+) | | | | | | | \$3.5989 | | |
| 68 | | | Gasoline | \$/Gal | 1 | \$1.0675 | \$1.0675 | Yes | |
| 69 | | | ULSD#2 Clear | \$/Gal | 1 | \$0.8401 | \$0.8401 | Yes | |
| 70 | | | Renewable Clear Diesel (RD95) | \$/Gal | 1 | \$0.9000 | \$0.9000 | Yes | |
| 71 | | | Renewable Clear Diesel (RD99) | \$/Gal | 1 | \$0.7913 | \$0.7913 | Yes | |
| Fuel Tender (Reduced Rate) | | | | | | | \$0.9250 | | |
| 72 | | | 2,500+ | EA | 1 | \$0.1000 | \$0.1000 | Yes | BASE PRICE = LA OPIS GROSS 10AM EST DAILY RACK AVG WITH CAR |
| 73 | | | 1,500 – 2,499 | EA | 1 | \$0.1250 | \$0.1250 | Yes | BASE PRICE = LA OPIS GROSS 10AM EST DAILY RACK AVG WITH CAR |
| 74 | | | 1,000 – 1,499 | EA | 1 | \$0.2000 | \$0.2000 | Yes | BASE PRICE = LA OPIS GROSS 10AM EST DAILY RACK AVG WITH CAR |
| 75 | | | 99 – 999 | EA | 1 | \$0.5000 | \$0.5000 | Yes | BASE PRICE = LA OPIS GROSS 10AM EST DAILY RACK AVG WITH CAR |
| Fuel Tender (Standard Rate) | | | | | | | \$0.9250 | | |
| 76 | | | 2,500+ | EA | 1 | \$0.1000 | \$0.1000 | Yes | BASE PRICE = LA OPIS GROSS 10AM EST DAILY RACK AVG WITH CAR |
| 77 | | | 1,500 – 2,499 | EA | 1 | \$0.1250 | \$0.1250 | Yes | BASE PRICE = LA OPIS GROSS 10AM EST DAILY RACK AVG WITH CAR |
| 78 | | | 1,000 – 1,499 | EA | 1 | \$0.2000 | \$0.2000 | Yes | BASE PRICE = LA OPIS GROSS 10AM EST DAILY RACK AVG WITH CAR |
| 79 | | | 99 – 999 | EA | 1 | \$0.5000 | \$0.5000 | Yes | BASE PRICE = LA OPIS GROSS 10AM EST DAILY RACK AVG WITH CAR |
| Fuel Tender (Extended Rate) | | | | | | | \$0.9250 | | |
| 80 | | | 2,500+ | EA | 1 | \$0.1000 | \$0.1000 | Yes | BASE PRICE = LA OPIS GROSS 10AM EST DAILY RACK AVG WITH CAR |
| 81 | | | 1,500 – 2,499 | EA | 1 | \$0.1250 | \$0.1250 | Yes | BASE PRICE = LA OPIS GROSS 10AM EST DAILY RACK AVG WITH CAR |

| | | | | | | | | |
|-----------------------------|--|---------------|----|---|----------|------------|-----|---|
| 82 | | 1,000 – 1,499 | EA | 1 | \$0.2000 | \$0.2000 | Yes | BASE PRICE = LA OPIS GROSS 10AM EST DAILY RACK AVG WITH CAR |
| 83 | | 99 – 999 | EA | 1 | \$0.5000 | \$0.5000 | Yes | BASE PRICE = LA OPIS GROSS 10AM EST DAILY RACK AVG WITH CAR |
| Fuel Trailer (Reduced Rate) | | | | | | \$540.0000 | | |

| Item # | Item Code | Type | Item Description | UOM | QTY | Unit Price | Line Total | Response | Comment |
|------------------------------|-----------|------|------------------|-----|-----|------------|------------|----------|----------|
| 84 | | | 2,500+ | EA | 1 | \$180.0000 | \$180.0000 | Yes | PER HOUR |
| 85 | | | 1,500 – 2,499 | EA | 1 | \$180.0000 | \$180.0000 | Yes | PER HOUR |
| 86 | | | Less than 1,000 | EA | 1 | \$180.0000 | \$180.0000 | Yes | PER HOUR |
| Fuel Trailer (Standard Rate) | | | | | | | \$660.0000 | | |
| 87 | | | 2,500+ | EA | 1 | \$220.0000 | \$220.0000 | Yes | PER HOUR |
| 88 | | | 1,500 – 2,499 | EA | 1 | \$220.0000 | \$220.0000 | Yes | PER HOUR |
| 89 | | | Less than 1,000 | EA | 1 | \$220.0000 | \$220.0000 | Yes | PER HOUR |
| Fuel Trailer (Extended Rate) | | | | | | | \$810.0000 | | |
| 90 | | | 2,500+ | EA | 1 | \$270.0000 | \$270.0000 | Yes | PER HOUR |
| 91 | | | 1,500 – 2,499 | EA | 1 | \$270.0000 | \$270.0000 | Yes | PER HOUR |
| 92 | | | Less than 1,000 | EA | 1 | \$270.0000 | \$270.0000 | Yes | PER HOUR |

Line Item Subtotals

| Section Title | Line Total |
|---|---------------------|
| 87 Octane (Bulk Fuels Full Truck and Trailer, Delivery Size = 7,000+ Gallons) - (BASE PRICE = LOS ANGELES CA OPIS GROSS 10:00 AM EST DAILY RACK AVERAGE WITH CAR+) | (\$0.0396) |
| 87 Octane (Smaller Tank Less Than Full Truck, Delivery Size = 3,500 - 6,999 Gallons) - (BASE PRICE = LOS ANGELES CA OPIS GROSS 10:00 AM EST DAILY RACK AVERAGE WITH CAR+) | (\$0.0124) |
| Diesel - Type 2 Clear (Bulk Fuels Full Truck and Trailer, Delivery Size = 7,000+ Gallons) - (BASE PRICE = LOS ANGELES CA OPIS GROSS 10:00 AM EST DAILY RACK AVERAGE WITH CAR+) | \$0.0136 |
| Diesel - Type 2 Clear (Smaller Tank Less Than Full Truck, Delivery Size = 3,500 - 6,999 Gallons) - (BASE PRICE = LOS ANGELES CA OPIS GROSS 10:00 AM EST DAILY RACK AVERAGE WITH CAR+) | \$0.0402 |
| Renewable Clear Diesel (RCD) - RD 99 - (Bulk Fuels Full Truck and Trailer, Delivery Size = 7,000+ Gallons) - Derive same index from Diesel - Type 2 Clear | (\$0.1040) |
| Renewable Clear Diesel (RCD) - RD 99 - (Small Fuels Full Truck and Trailer, Delivery Size = 3,500 - 6,999 Gallons) - Derive same index from Diesel - Type 2 Clear | (\$0.0774) |
| Renewable Clear Diesel (RCD) - RD 95 - (Bulk Fuels Full Truck and Trailer, Delivery Size = 7,000+ Gallons) - Derive same index from Diesel - Type 2 Clea | \$0.0734 |
| Renewable Clear Diesel (RCD) - RD 95 - (Small Fuels Full Truck and Trailer, Delivery Size = 3,500 - 6,999 Gallons) - Derive same index from Diesel - Type 2 Clear | \$0.1000 |
| Red Dyed ULSD #2 (Smaller Tank Less than Full Truck, Delivery Size: 500 – 1,000 gallons) - (BASE PRICE = LOS ANGELES CA OPIS GROSS 10:00 AM EST DAILY RACK AVERAGE WITH CAR+) | \$1.6600 |
| Red Dyed ULSD #2 (Smaller Tank Less than Full Truck, Delivery Size: 1 – 499 gallons) - - (BASE PRICE = LOS ANGELES CA OPIS GROSS 10:00 AM EST DAILY RACK AVERAGE WITH CAR+) | \$3.9000 |
| Liquid Propane (Optional - Will not be evaluated) | \$0.0000 |
| Miscellaneous | \$400.0000 |
| Wet Hose Service (Base Price = Los Angeles CA OPIS Gross 10:00 AM EST Daily Rack Average With Car+) | \$3.5989 |
| Fuel Tender (Reduced Rate) | \$0.9250 |
| Fuel Tender (Standard Rate) | \$0.9250 |
| Fuel Tender (Extended Rate) | \$0.9250 |
| Fuel Trailer (Reduced Rate) | \$540.0000 |
| Fuel Trailer (Standard Rate) | \$660.0000 |
| Fuel Trailer (Extended Rate) | \$810.0000 |
| Grand Total | \$2,421.9277 |