



**COUNTY OF VENTURA
GENERAL SERVICES AGENCY
PROCUREMENT SERVICES
800 S. VICTORIA AVE.
VENTURA, CA 93009-1080**

**REQUEST FOR PROPOSAL
#5698**

for

Gasoline and Diesel Fuel

**Issued: September 17, 2013
Due: October 11, 2013**

SECTION 1.0 GENERAL INFORMATION AND SCOPE OF WORK

This Request for Proposal (RFP) has been posted on the GSA Procurement website for your convenience. Addenda and attachments, if issued, are also posted. It is the Offeror's responsibility to ensure that the entire RFP package, in its latest version, is reviewed prior to submittal of a proposal.

1.1 Introduction/Purpose

The County of Ventura (here and after referred to as County) invites your proposal for Gasoline and Diesel Fuel. This Request for Proposal is for the annual gasoline and diesel fuel requirements for the County of Ventura and other participating agencies. The County of Ventura shall be the lead agency for this solicitation.

Participating agencies shall purchase directly from the Contractor, under its contract awarded pursuant to this RFP, and shall be billed directly by the Contractor for its purchases and neither party shall be responsible to the Contractor for payment of the other party's purchases.

Delivery locations, estimated usage, and tank sizes are shown in Exhibit A.

Sealed proposals will be received by the County for the furnishing of all fuel, transportation, labor, supervision, equipment and any other items of expense necessary to provide gasoline and diesel fuel in accordance with attached General Conditions and Specifications, which by this reference are made a part hereof.

Sealed proposals will be received by the County until 3:00 p.m. on October 11, 2013 at Ventura County Procurement Services, Hall of Administration-Lower Plaza, 800 South Victoria Avenue, Ventura, CA 93009-1080.

Time is of the essence, and all proposals received after the appointed hour for submission, whether by mail or otherwise, will be returned unopened.

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Offerors shall be skilled and regularly engaged in the general class or type of work called for in the solicitation documents. Offerors must have a record of quality service and on-time delivery of the required quantities. Vendor shall have sufficient gasoline and diesel fuel availability to assure the continuous uninterrupted supply of product during the contract period.

Award will be made to the most responsive Offeror(s). Emergency /Disaster Preparedness Plans, delivery schedule and plans, dependability, and price will be evaluated and considered in award.

This RFP shall result may result in a single OR multiple vendor award.

1.2 Background

The County operates on fiscal year basis (July 1 through June 30). Spending for the last fiscal year was \$5,000,000.00 for the County of Ventura only. These figures are based on historical data and in publishing these figures, the County makes no guarantee that these volumes will continue over the course of the contract term. Currently, services are provided on a scheduled or on-demand basis.

1.3 Action Dates

The following is an outline of the anticipated schedule for the proposal review and contract award.

Issue Request for Proposal (RFP)	September 17, 2013
Last day for questions	September 27, 2013
Proposals Due	October 11, 2013
Evaluation-award	October - November 2013
Start Work	December 1, 2013

The Contractor shall not commence work until a meeting between representatives of the contractor and the County of Ventura is held. The meeting will be held at a County of Ventura site, at a time and date to be established. The schedule set forth above is subject to change.

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1.4 **Questions Regarding RFP**

All questions concerning this Proposal may be directed to Rick Tolentino
(805) 662-6886 or by email at rick.tolentino@ventura.org

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2.1 Submittal Deadline

Completed proposals should be sealed and clearly marked: Request for Proposal #5698, for Gasoline and Diesel Fuel and must be delivered no later than October 11, 2013.

County of Ventura
Procurement Services
Hall of Administration/Lower Plaza
800 S. Victoria Avenue
Ventura, Ca 93009-1080

Please submit one original, marked as "MASTER" and five (5) identical copies of the proposal. Envelopes containing the original and the copies should be marked in accordance with the directions found elsewhere in these instructions.

If discrepancies are found between the copies, or between the original and copy or copies, the original "MASTER" will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER", the County reserves the right to use the original as the Master. If no document can be identified as an original, bearing original signatures, proposal may be rejected at the discretion of the County.

Offerors are allowed to submit more than one proposal with different methods of meeting the RFP requirements. When Offeror submits more than one proposal, one proposal shall be marked "Base Proposal" and the others shall be marked "Alternate Proposal 1, Alternate Proposal 2, etc." Each base proposal and each alternate proposal shall be submitted in accordance with the terms and conditions of the RFP. The County will not furnish additional packages, but offeror may reproduce the RFP to submit alternate proposals.

Offerors are responsible for making certain their proposals are received by GSA-Procurement on or before the Proposal Submittal Deadline. The

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receiving time in GSA-Procurement (address above) will be the governing time for acceptability of proposals. No oral, telegraphic, electronic, facsimile, or telephone proposals or modifications will be considered.

2.2 Proposal Response

Offerors must submit their proposals and all required information and forms by the submittal deadline. Proposals failing to provide complete information may be deemed non-responsive. Offerors should keep copies of their submittals for future reference.

Offerors who do not wish to respond but who wish to be kept on the mailing list must return their proposal forms or a written response indicating "No Proposal". Include name and address of firm.

Offerors who fail to respond to proposal solicitations may be removed from the supplier mailing list.

2.3 Modification of Proposals

Any Offeror who wishes to make modifications to a proposal already received by the County must withdraw his proposal in order to make the modifications. All modifications must be made in ink, properly initialed by Offeror's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Offeror to ensure that modified proposals are resubmitted before the Submittal Deadline.

Offerors may withdraw their proposals, at any time prior to the due date and time, by submitting notification of withdrawal signed by the offeror's authorized agent.

Proposals cannot be changed or modified after the date and time designated for final receipt of all proposals.

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2.4 Opening of Proposals

Proposals will not be opened publicly but a list of the names of offerors submitting proposals will be available within a reasonable time after the Submittal Deadline. Proposals will be made public and may be inspected at the time of award.

2.5 Examination of the Request for Proposal

Offerors should carefully examine the entire RFP, any addenda thereto, and all related materials and data referenced herein or otherwise available to offeror.

Offeror shall be presumed to be familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve offerors from any obligation with respect to this proposal.

2.6 Proposal Validity

Proposals submitted hereunder shall be firm for 90 calendar days from the due date unless otherwise qualified.

2.7 Proposal Content/Format

To be considered responsive, proposals should address all items identified in this section.

Please note: Some items require that the offeror provide a detailed response and/or attachments. Failure to provide a complete response may be grounds for rejection of a proposal.

Furthermore, proposals should be prepared in such a way as to provide a

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straightforward and concise discussion of the offeror's ability to provide the services that can best satisfy the requirements herein and meet the needs of the County. Elaborate or unnecessarily lengthy responses and attached documents are discouraged.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

In order to facilitate evaluation and comparison, proposals should be submitted in the format described in this section. Format instructions must be adhered to; all requirements and requests for information in the proposal must be addressed; all requested data must be supplied. Failure to comply with this requirement may be cause for rejection.

Answer on 8 1/2" X 11" sheets. Assemble your proposal in the following order. Present your proposal response in the order that the items are listed, identifying each response by the number. Submit 1 (one) original and 5 (five) copies of your proposal. To conserve resources we ask that proposals be submitted on 30% post consumer paper and be duplexed when possible.

a. **Cover Letter/Signature on Proposal**

A cover letter, which shall be considered an integral part of the proposal, shall be signed by individual(s) who is/are authorized to bind offeror(s) contractually. The signature(s) must indicate the classification or position that the individual(s) hold in the firm.

The cover letter shall designate a person or persons who may be contacted during the period of evaluation with questions or contract issues. Include name(s), title(s), address (es), telephone number(s), fax number(s) and email address (es).

b. **Company Profile and Qualifications**

Offeror must provide a company profile. Information provided shall include:

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1. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
2. Location of the company offices.
3. Location of the office servicing any California account(s).
4. Number of employees both locally and nationally.
5. Location(s) from which employees will be assigned.
6. Name, address, and telephone number of the Offeror's point of contact for a contract resulting from this RFP.
7. Company background/history establishing why Offeror is qualified to provide the services described in this RFP.
8. Length of time Offeror has been providing services described in this RFP. Please provide a brief description of such services.
9. Offeror's Dun and Bradstreet number.
10. Offeror's bank of record.

Offeror must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any past or pending civil or criminal litigation or investigations pending, which involve the Offeror or in which the Offeror has been found guilty or liable. Failure to fully comply with the terms of this provision may disqualify any proposal. The County reserves the right to reject any proposal based upon the Offeror's prior history with the County or with any other party, which conduct reveals, without limitation, Offeror's prior unsatisfactory performance, criminal, adversarial or contentious behavior, significant failure(s) to meet contract milestones or other significant contractual failures.

c. **Personnel Qualifications**

1. Identify key personnel and their position within the organization.
2. Provide a resume detailing the experience, level of expertise

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and qualifications of the representative/manager and those individuals who will directly support and be involved in meeting the day to day requirements of the County.

- 3. If you plan to sub-contract work, you must indicate the name and address of each firm and the type of work or tasks they will perform. Identify the personnel to be assigned, their position, qualifications and representative experience.**

d. **Financial Statement**

Offerors must provide a current financial statement or latest annual report. Offerors shall make a definitive statement regarding their financial ability to perform the requirements hereunder.

e. **References**

Offerors should provide a minimum of three (3) references from similar projects performed within the last three years. In addition include all local government (Southern California) references. Information provided shall include:

1. Client name, manager name and telephone number;
2. Contract dates (starting and ending);
3. Dollar Value;
4. Staff assigned to reference engagement that will be designated for work per this RFP.

f. **Offeror Understanding**

Offerors may include an understanding of the County's needs or any other information, deemed necessary, which may not be required in any other section of the RFP.

g. **Requirements**

Offeror's response shall state on a **point-by-point** basis whether

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proposal is in compliance with the requirements/specifications of the RFP (Section 3). Address each item in the order given, identify each response by item number. Submit a full explanation of, and justification for, any exemptions or deviations.

h. **Compliance with County Standard Contract Terms and Conditions**

Successful Contractor will be required to enter into a written contract.

Offerors shall review the County's standard contract in Section 4, which shall form the basis for any contract entered into hereunder.

Contractor's response shall state on a **point-by-point** basis whether proposal is in compliance with the terms and conditions in Section 4 of this RFP.

Address each item in the order given; identify each response by item number. Any comments/exceptions to this contract must be included in your proposal. Precise substitute wording must be offered in place of the paragraph objected to. It is not sufficient to state merely that an exception is noted to a particular paragraph.

Deviations considered excessive by the County may reduce or eliminate an Offeror.

i. **Compensation**

Complete Proposal Form (ATTACHMENT 1). Proposal pricing shall include everything necessary for completion and fulfillment of the contract. All other costs must be detailed.

No additional charges (e.g., for transportation, out-of-pocket expenses, etc.) will be allowed unless so specified herein.

j. **Payment Terms**

Customary terms are Net 30 for work performed. Offerors shall

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indicate their offer and payment terms. Discount for payment in less than 30 days may be considered in the evaluation.

2.8 Costs Incurred in Responding

The County of Ventura will not pay any costs incurred in proposal preparation, presentation, demonstration or negotiation, nor does it commit to procure or contract for any services. All costs of proposal preparation shall be borne by the offeror. It is understood that all proposals, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation will become the property of the County of Ventura when received by the County and may be considered public information under applicable law. The County assumes no liability for any costs incurred by offerors throughout the entire selection process.

2.9 Addenda

The County will issue written addenda to make changes, additions, or deletions to this solicitation. Oral communications regarding this RFP will NOT be valid or binding, nor excuse the successful Offeror of any obligations hereunder, unless set forth in writing by the County. Addenda will be sent to all known Offerors. Offerors must acknowledge and return all Addenda on or before the Proposal Submittal Deadline. It is the responsibility of each Offeror to ensure the County of Ventura has their correct business name and address on file. Any prospective Offeror who obtained a copy of the RFP documents from any other source other than the County is responsible for advising the Procurement division that they have said documents and wish to receive subsequent Addenda.

2.10 Nomenclatures

The terms "Successful Offeror, Successful Contractor, and Contractor" may be used interchangeably in these specifications and shall refer exclusively to the firm with whom the (Agency) enters into a contract because of this

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solicitation.

The terms "Proposal/Solicitation/RFP" refer to all proposal documents and related addenda produced by the County and provided to prospective Offerors.

2.11 Confidential and Proprietary Data

All materials received relative to this RFP will be kept confidential, until such time an award is made or the RFP is canceled, at which time all materials received will be made available to the public. Proposals received will be subject to Government Code §6250, the Public Information Act. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded.

One exception, to this required disclosure, is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer MUST specifically mark the pages of the response that contains the information.

The County will not honor any attempt by the Offeror to designate its entire proposal as proprietary.

2.12 Commitments, Warranty and Representations

The proposal submitted in response to this RFP will be included as part of the final contract. Offerors are cautioned that if a contract is awarded as a result of this procurement process, any written commitment by an offeror within the scope of this procurement shall be binding upon the offeror whether or not incorporated into a contract document. Failure of the vendor to fulfill any such commitment shall render the offeror liable for

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liquidated or other damages due the County under the terms of the Contract. For the purpose of this procurement, a commitment by an offeror includes:

- Any modification of, or affirmation or representation as to the above, which is made by an offeror in or during the course of negotiation.
- Any representation by an offeror in a proposal, supporting document, or negotiations subsequent thereto as to services to be performed, regardless of the fact that the duration of such commitment may exceed the duration of the contract.

2.13 Proposal Validation/Evaluation/Award

a. Validation

Proposals will be checked for the information required to conform with this RFP. Absence of required information may be cause for rejection.

b. Evaluation

The successful offeror shall be chosen in accordance with, but not limited to, the following criteria:

1. Proven Performance

The offeror's background, experience, and stability of their firm will be assessed. The evaluation will focus on the firm's record of successful service and support to accounts of comparable size and environment. The ability of the offeror will be evaluated in terms of technical resources, staffing, staff experience and facilities.

Client references will be contacted and their responses will

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become a part of the award/review process.

2. Emergency Support and Commitment

Emphasis will be placed on the ability of the offeror to service and support the emergency needs of the County.

Offeror's Business Continuity plan and Offeror's method for meeting the emergency supply requirements of this RFP in the most efficient manner will be an important consideration.

3. Requirement/Specifications

The ability to meet the requirements/specifications outlined herein.

4. Cost

The Proposals will be evaluated on the basis of the offeror's reasonableness of cost.

c. Award

Award will be made to the Offeror offering the most advantageous proposal after considerations of all evaluation criteria set forth herein. The criteria are not listed in any order of preference. An Evaluation Committee will be established by the County. The Committee will evaluate all proposals received in accordance with the evaluation criteria.

The Evaluation Committee may also contact and evaluate the Offeror's and subcontractor's references; contact any Offeror to clarify any response; contact any current users of an Offeror's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

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The County reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and summary of evaluation scores will not be released until after award of proposal. The County shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the County after all factors have been evaluated.

While the County intends to enter a contract for these services, it will not be bound to do so. The County reserves the right to reject any or all proposals.

The County shall be the sole judge of the successful offers hereunder. The County reserves the right to award a contract to other than the offeror submitting the lowest total price and to negotiate with any or all Offerors. Offerors are advised that it is possible that an award may be made without discussion or any contact concerning the proposals received. Accordingly, proposals should contain the most favorable terms from a price and technical standpoint, which the vendor can submit to the County. **DO NOT ASSUME** that you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

Award will be by means of a written contract with the successful Offeror. A Notification of Intent to Award may be sent to any Offeror selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Offerors unless an agreement is reached. If contract negotiations cannot be concluded successfully, the County may negotiate with the next highest scoring Offeror or withdraw the RFP.

The County Board of Supervisors must approve all contracts resulting from this Request for Proposal if services exceed \$100,000.

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2.14 Presentations

Offerors may be invited to make oral presentations to County personnel.

2.15 Site Visits

The County reserves the right to schedule site visits to offeror's facilities or a current operational site in order to assess the capability and ability of the offeror to fulfill the contract.

2.16 Additional information

If during the evaluation process, the County is unable to determine an offeror's ability to perform, the County has the option of requesting any additional information which the County deems necessary to determine the offeror's ability. The offeror will be notified and permitted five working days to comply with any such request.

2.17 Errors/Defects in Proposals

If discrepancies between sections or other errors are found in a proposal, the County may reject the proposal; however, the County may, at its sole option, correct any arithmetical errors in price.

The County may waive any immaterial deviation or defect in a proposal. The County's waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the offeror from full compliance with the RFP requirements, if awarded a contract.

2.18 Rejection of Proposals

County reserves the right to reject the proposal of any offeror who:

- Previously failed to perform adequately for County or any other governmental agency within the previous thirty-six (36) months.

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- submits false, incomplete, or unresponsive statements in a proposal;
- is in default on the payment of taxes, licenses or other monies due County;
- containing errors or discrepancies.

2.19 Cancellation of RFP's

The County reserves the right to cancel this solicitation at any time, prior to the submittal deadline.

2.20 Protest Procedures

To be considered, protests must be made in writing, signed by Offeror's authorized representative, and delivered to the Ventura County Procurement Services Manager, GSA/Procurement, 800 S. Victoria Ave., Ventura, CA 93009-1080.

The following conditions apply to proposal protest:

- a. Before Proposal Submittal Deadline. Protests of specifications, terms, conditions or any other aspects of the solicitation must be made before the Proposal Submittal Deadline.
- b. After Proposal Submittal Deadline. Protest of award must be made, by Offeror, no later than five (5) calendar days after the aggrieved party knows or should have known the facts giving rise to the protest. All protests must include the following information:
 - 1) The name, address, and telephone number of the protestor;
 - 2) The signature of the protestor, or protestor's authorized representative;
 - 3) The solicitation or contract number; and

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- 4) A detail statement of the legal and/or factual grounds for the protest.

The Procurement Services Manager reserves the right to refuse to hear protestors who have not followed the above procedures.

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The requirements described herein are based on the current level of service and are considered reasonable to meet the County's needs. Offeror having alternate proposals to meet these needs may, after responding to the minimum requirements hereunder, offer alternate service levels for consideration by the County.

3.1 SCOPE OF WORK

Vendor shall provide all fuel, transportation, labor, equipment and incidentals associated with the provision of fuel to participating agencies.

In narrative format provide a brief statement of work.

3.2 TERM

December 1, 2013 with the award of the contract and ending November 30, 2017, with the option to renew for one year periods, with the mutual consent of both parties, for a period of up to two (2) years in accordance with the specifications and general terms and conditions of any contract which may be awarded as the result of this Request for Proposal.

Indicate acceptance or modification.

3.3 DELIVERIES

Deliveries shall be made as requested by ordering Agency/department. The Contractor shall make deliveries, or provide delivery of fuel, only upon receipt of orders issued by the Purchasing Agent or duly authorized representatives. Deliveries should be made no later than 36 hours from time of order, unless specifically requested by the ordering agency/department, or under emergency situations.

Current delivery sites are shown in Exhibit A. The County reserves the right to add or delete delivery sites as needed during the course of the contract.

Deliveries shall be made by owned or contract motor carriers. Carriage vehicles shall be fully equipped; it is the responsibility of the successful

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Offeror to supply pumps, hoses or whatever is needed to appropriately pump the 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.

Provide the response time commitment proposed by your firm for standard and rush deliveries. Indicate your definition for a rush delivery and any associated charges. Lastly, identify delivery means, i.e. own trucks/trailers or subcontractors).

3.4 PRICING

The index for adjusting the prices shall be the Thursday Unbranded OPIS LA Early Day Unleaded / Diesel average price for all refineries listed in Los Angeles (PAD 4/5) for diesel No. 2, regular and midgrade unleaded gasoline.

The OPIS price shall be adjusted in accordance with the plus/minus cents per gallon as a response hereunder.

This adjustment shall be firm for the life of any resultant agreement(s) to this RFP and shall not be subject to change. If the OPIS price is not reported for any day, the most recent price previously reported shall be utilized as the base price. If the marketing publication is canceled, or modified, the County reserves the right to re-establish the pricing mechanism or cancel all or part of the contract. The price for "delivery charge" quoted shall be firm for the initial period of the contract. Freight should be invoiced as a separate line item.

In the event of any extension of this contract beyond the initial period, the County reserves the right to either accept or reject any price adjustments, to the quoted delivery charges, submitted in writing at least 60 (sixty) days prior to the end of the current contract period as part of the County's consideration for the contract extension.

Requests for adjustments in the delivery fee must include supporting,

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verifiable, documentation of "delivery charge rate" increases.

If the vendor is unable to produce satisfactory evidence of price increases, the agreement prices will remain unchanged and the vendor is obligated to furnish the requirements at the previously documented price.

For the purpose of scoring price proposals all offers shall be based on the Thursday Unbranded OPIS LA Early Day Unleaded / Diesel Average price for Los Angeles (PAD 4/5) on September 26, 2013 plus the quoted delivery charge.

The successful offeror shall provide the County with 2 (two) subscriptions to OPIS Newsletter, price information publication for the Los Angeles Pad 4/5 refineries. Subscription shall remain in effect during the entire term of the contract. Subscription should be mailed at:

County of Ventura
Procurement Services
Hall of Administration/Lower Plaza
800 S. Victoria Avenue
Ventura, Ca 93009-1080

Indicate acceptance or modification.

3.5 DISASTER PREPAREDNESS PLAN

In the event of a natural, or man-made, disaster, operations for the County and the Offeror may be impacted.

Vendor shall furnish information supporting their ability to continue operations, and service/product delivery, in the event of an unforeseen disaster/emergency.

The vendor must have and provide 24/7 contact information for the County's emergency concerns and a Business Continuity Plan.

Plans should explain how your firm will provide assistance to the County under

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allocation or limited supply conditions whether or not they are due to an unforeseen emergency. Include available alternate delivery methods in case road closures impact delivery. Additionally, any up-charges for emergency deliveries must be identified.

3.6 F.O.B.

All deliveries shall be F.O.B. Destination; Santa Barbara and Ventura Counties, CA.

Indicate your acceptance or modification.

3.7 TEMPERATURE CORRECTION

Contractor shall correct or adjust gasoline and diesel deliveries so as to be stated, billed, and paid for on the basis of such gasoline and diesel fuel at sixty degrees temperature, using methods that are accepted as being in general use for this method of adjusting volumetric quantities to temperature conditions. Such corrections shall apply to truck/trailer deliveries.

Indicate your acceptance or modification.

3.8 MATERIAL SAFETY DATA SHEETS

In compliance with Title 8 of the California Code of Regulations (OSHA), the City requires two copies of the U.S. Department of Labor - Material Safety Data Sheet for item(s) purchased. The material safety data sheet shall be submitted to the using department at time of delivery. The Material Safety Data Sheet(s) should not be submitted with the RFP.

Indicate compliance or give alternate/modification.

3.9 SOURCE GUARANTEE

Offerors who do not own refineries shall have contracts or written irrevocable commitments to contract with refiners which are capable of supplying products which meet fuel specifications in the quantities listed herein.

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Contracts or commitments must guarantee supply in the required amounts for the term of any contract resulting from this RFP. Failure to include source guarantee documentation may void response if the County has no prior experience with the offeror.

Provide documentation of irrevocable commitments.

3.10 FUEL SPECIFICATIONS

All gasoline and diesel delivered under this contract shall meet the latest requirements of the California Air Resources Board (CARB), Federal and local governments as well as fuel industries laws, codes, requirements, standards and guidelines currently in force and any of those put in force during this contract. Particular attention shall be paid to the American Society of Testing and Materials (ASTM) laws, regulations and standards.

Indicate your acceptance or modification.

3.11 RECORD KEEPING

Contractor shall maintain records of the County's purchases and make them available for audit or inspection. Contractor shall record the quantities, cost, delivery locations, and taxes for each delivery. Contractor shall provide the County with a copy of such records within ten (10) business days of the County's request.

Indicate your acceptance or modification.

3.12 TAXES

The County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on the Contractor or on any taxes levied on employee wages.

The County will only pay for any State or local sales or use taxes on the products to the County pursuant to this contract.

Indicate your acceptance or modification.

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3.13 LICENSES AND PERMITS

The successful vendor(s) will possess and keep in effect for the duration of the Contract, any licenses, and permits necessary to perform the contracted services. The vendor shall be licensed to do business in the State of California.

Indicate your acceptance or modification.

3.14 INVOICING

Invoices will be sent in three (3) copies to the mailing address indicated on the Purchase Order. Payment terms are Net 30 days. The County does not pay interest on late payments. Early payment discounts will be considered in contract award.

Indicate your acceptance or modification.

3.15 NON-ASSIGNABILITY

Contractor will not assign this Contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract.

Indicate your acceptance or modification.

3.16 INSURANCE

A) Unless permissibly self-insured, VENDOR and VENDOR's subcontractors shall, at their sole cost and expense, maintain the following underwritten coverage throughout the term of this Contract:

- 1) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.

SECTION 3.0 REQUIREMENTS/SCOPE OF WORK

- 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles
 - 3) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
 - 4) Pollution Liability: \$5,000,000 per occurrence
- B) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it.
 - C) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
 - D) The County of Ventura, Its Boards, Agencies, Departments, Offices, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by Contractor under the terms of this contract on all policies required (except Workers' Compensation).
 - E) Contractor agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this contract.
 - F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
 - G) Contractor agrees to provide County with the following insurance documents on or before the effective date of this contract:

SECTION 3.0 REQUIREMENTS/SCOPE OF WORK

1. Certificates of Insurance for all required coverage.
2. Additional Insured endorsements.
3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others)

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

Indicate your acceptance or modification.

3.17 Non-Collusion

If there is reason to believe that collusion exists among the Offerors, the County may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm or corporation that has submitted a sub-proposal to an Offeror, or who has quoted prices on materials to an Offeror, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors. Offerors shall submit with their proposal an executed Non-Collusion Affidavit – ATTACHMENT A.

Indicate your acceptance or modification.

3.18 Piggyback Agreement

Offeror may indicate on his Proposal Form that he will extend all prices, terms, and conditions of his proposal to any other public agency located in Ventura County. Offeror's agreement or failure to agree to the "piggyback" agreement will **not** be a factor in award of proposal. All piggyback agreement with other agencies will be separate from and unrelated to any entered into hereunder by the County and the Successful Offeror(s). The

SECTION 3.0 REQUIREMENTS/SCOPE OF WORK

County will incur no responsibility, financial or otherwise, for contracts made by the Successful Offeror(s) and other public agencies.

Indicate your acceptance or modification.

SECTION 4.0 COUNTY OF VENTURA STANDARD CONTRACT

This contract entered into this _____ day of _____, 2013 by and between the COUNTY OF VENTURA, a political subdivision of the State of California, hereinafter called "County" and _____, hereinafter called "Contractor."

WITNESSETH

WHEREAS, pursuant to Section 3 item f of the County of Ventura Ordinance 4084, the Purchasing Agent of the County has the authority to engage independent contractors to perform services for the County, with or without the furnishing of material; and

WHEREAS, the County issued the **GASOLINE AND DIESEL FUEL** Request for Proposal #5698 (hereinafter referred also as 'RFP') to determine the most qualified contractor for such services for County; and

WHEREAS the Contractor submitted a proposal dated _____, in response to the RFP (hereinafter referred also as "Contractor's Proposal"), to provide services to County;

WHEREAS, the County determined, through competitive solicitation and careful review of submitted proposals, that the Contractor's Proposal best meets the need of the County for **GASOLINE AND DIESEL FUEL** and that it is necessary and desirable that Contractor be engaged by County for the purpose of providing **GASOLINE AND DIESEL** Services and related services hereinafter described; and

WHEREAS the County and the Contractor are willing to enter into a **GASOLINE AND DIESEL FUEL** Contract in accordance with the RFP, the Contractor's response thereto, which by this reference are incorporated, though not attached, and the terms and conditions contained herein;

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing **GASOLINE AND DIESEL FUEL** services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions and

SECTION 4.0 COUNTY OF VENTURA STANDARD CONTRACT

specifications set forth herein and in Exhibit A attached hereto and by this reference made a part hereof.

2. PAYMENTS

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County will make payment to Contractor in the manner specified in Exhibit A.

3. TERM

Per RFP document.

4. RESPONSIBILITY OF CONTRACTOR

The Contractor shall, prior to start of any work awarded hereby, secure at Contractor's own expense all persons, employees and equipment required to perform the contract requirements.

Contractor will be held fully responsible for performance of any subcontractors.

5. WARRANTIES

Contractor shall warrant and represent that:

- a. its work hereunder shall be of professional quality and performed consistent with generally accepted industry standards.
- b. there exists no actual or potential conflict of interest concerning the services to be performed under this contract. Contractor represents that performance under this contract does not require the breach of any contract or obligation to keep in confidence the proprietary information of another party.

6. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor

SECTION 4.0

COUNTY OF VENTURA STANDARD CONTRACT

pursuant to this contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County of Ventura from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County of Ventura, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this contract.

7. NON-ASSIGNABILITY

Contractor will not assign this contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this contract.

SECTION 4.0

COUNTY OF VENTURA STANDARD CONTRACT

8. TERMINATION

The County shall be able to cancel the contract, without penalty to the County, as follows:

- a. County's obligation hereunder will be limited to the funds appropriated by the Board of Supervisors for this purpose for each fiscal year in which this contract is in effect. In the event that the Board of Supervisors fails to so appropriate said funds; County's obligation hereunder will terminate at the end of the fiscal year for which funds were appropriated or at the end of the contract term, which ever occurs first.
- b. The County may terminate this contract under the provisions of, "Rights and Remedies of County for Default" paragraph for cause.
- c. The County at its sole option may terminate this contract upon thirty (30) days written notice with or without cause. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this contract. On completion or termination of this contract, County shall be entitled to immediate possession of and Contractor shall furnish all computations, correspondence and other pertinent data gathered or computed by Contractor specifically for the services required hereunder prior to such termination.

Contractor hereby expressly waives any and all claims for damages or compensation arising under this contract except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled at law or under this contract.

Upon termination or other expiration of this contract, each party will assist the other party in the orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party.

SECTION 4.0 COUNTY OF VENTURA STANDARD CONTRACT

9. DEFAULT

If Contractor defaults in the performance of any term or condition of this contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 7 above.

10. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

All activities and/or work covered by this contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Contractor agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this contract.

11. INSURANCE PROVISIONS

A) CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:

- 1) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad

SECTION 4.0 COUNTY OF VENTURA STANDARD CONTRACT

form blanket contractual and \$50,000 fire legal liability.

- 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there is owned vehicles.

Personal Automobile Liability coverage, in the minimum amounts of \$100,000 per Person and \$300,000 each accident Bodily Injury and \$50,000 each Accident Property Damage for each vehicle to be operated in association with this contract that is not covered under Commercial Automobile Liability.

- 3) Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000.
- 4) Pollution Liability: \$5,000,000 per occurrence

- B) All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR'S insurance coverage and will not contribute to it.
- C) COUNTY is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The County of Ventura, Its Boards, Agencies, Departments, Offices, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by CONTRACTOR under the terms of this contract on all policies required (except Workers' Compensation).
- E) Contractor agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this contract.

SECTION 4.0

COUNTY OF VENTURA STANDARD CONTRACT

F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.

G) CONTRACTOR agrees to provide COUNTY with the following insurance documents on or before the effective date of this contract:

1. Certificates of Insurance for all required coverage.
2. Additional Insured endorsements.

Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others)

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

12. **NON-DISCRIMINATION**

A. General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this contract.

B. Employment.

Contractor will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies will be made available to County upon request.

13. **SUBSTITUTION**

If particular people are identified in Exhibit A as working under this contract,

SECTION 4.0

COUNTY OF VENTURA STANDARD CONTRACT

the Contractor will not assign others to work in their place without written permission from the County Purchasing Agent. Any substitution will be with a person of commensurate experience and knowledge.

14. INVESTIGATION AND RESEARCH

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

15. CONTRACT MONITORING

The County will have the right to review the work being performed by the Contractor under this contract at any time during Contractor's usual working hours. Review, checking, approval or other action by the County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This contract will be administered by _____ or his/her authorized representative.

16. ADDENDA

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this contract.

17. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Contractor further covenants that in the performance of this contract no person having such interest will be employed or retained by Contractor under this contract.

SECTION 4.0

COUNTY OF VENTURA STANDARD CONTRACT

18. FORCE MAJEURE

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party.

Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact.

If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

19. NON-EXCLUSIVITY

The County reserves the right to contract with providers of similar services and/or equipment other than the Contractor when it is reasonably determined to be in the best interest of the County.

20. CONFIDENTIALITY

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

21. NOTICES

All notices required under this contract will be made in writing and addressed or delivered as follows:

SECTION 4.0
COUNTY OF VENTURA STANDARD CONTRACT

TO COUNTY: VENTURA COUNTY
 GENERAL SERVICES AGENCY
 PROCUREMENT SERVICES
 800 S. VICTORIA AVENUE
 VENTURA, CALIFORNIA 93009

TO CONTRACTOR-

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

22. **MERGER CLAUSE**

This contract along with the following documents, which are incorporated into this contract by reference, hereto constitute the final expression of the agreement of the parties and supersedes any and all other contracts, either oral or written, between Contractor and the County of Ventura, with respect to the subject of this contract. This contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this contract. No contract, statement, or promise not contained in this contract will be valid or binding.

This contract may not be altered, amended, or modified except by written instrument signed by the duly authorized representatives of both parties. In the event of an inconsistency in this contract, the inconsistency shall be resolved in the following order:

- 1) This contract;
- 2) County of Ventura RFP #5698
- 3) Contractor's proposal dated _____

SECTION 4.0

COUNTY OF VENTURA STANDARD CONTRACT

23. GOVERNING LAW

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties under this contract, will be construed pursuant to and in accordance with the laws of the State of California.

24. SEVERABILITY OF CONTRACT

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

25. CUMULATIVE REMEDIES

The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this contract.

26. COMPLIANCE WITH LAWS

Each party to this contract will comply with all applicable laws.

27. CONSTRUCTION OF COVENANTS AND CONDITIONS

Each term and each provision of this contract will be construed to be both a covenant and a condition.

PROPOSAL FORM

VENDOR NAME: _____

The index for adjusting the prices shall be the Thursday Unbranded OPIS LA Early Day Unleaded/ Diesel average price for all refineries listed in Los Angeles (PAD 4/5) for diesel No. 2, regular and midgrade unleaded gasoline. The OPIS price shall be adjusted in accordance with the plus/minus cents per gallon as a response hereunder. This adjustment shall be firm for the life of any resultant agreement(s) to this RFP and shall not be subject to change.

For the purpose of determining the lowest and best responsible response, all responses shall be based on Thursday Unbranded OPIS LA Early Day Unleaded / Diesel average price for Los Angeles (PAD 4/5) on **September 26, 2013** plus the quoted delivery charge. Freight MUST be invoiced as a separate line item.

Description	Unit Cost/Gal
1. 87 Unleaded Regular Gasoline (Truck/Trailer Delivery) 5000 Gal or More State Brand(s) Quoting:	
September 26, 2013 Thursday Unbranded OPIS LA Early Day Unleaded Average Pricing.	\$
Discount/Increase From OPIS (enter "-" or +)	\$
Delivery Charge (Ventura County)	\$
Total	\$
Delivery Charges (Santa Barbara County)	\$
Total	\$
2. 87 Unleaded Regular Gasoline (Tank Wagon Delivery) 500-4999 Gal State Brand(s) Quoting:	
September 26, 2013 Thursday Unbranded OPIS LA Early Day Unleaded Average Pricing.	\$
Discount/Increase From OPIS (enter "-" or +)	\$

PROPOSAL FORM

Description	Unit Cost/Gal
Delivery Charge (Ventura County)	\$
Total	\$
Delivery Charges (Santa Barbara County)	\$
Total	\$
3. 87 Unleaded Regular Gasoline (Less Than Tank Wagon Delivery) <500 Gal State Brand(s) Quoting:	
September 26, 2013 Thursday Unbranded OPIS LA Early Day Unleaded Average Pricing.	\$
Discount/Increase From OPIS (enter "-" or +)	\$
Delivery Charge (Ventura County)	\$
Total	\$
Delivery Charges (Santa Barbara County)	\$
Total	\$
4. 89 Unleaded Midgrade Gasoline (Truck/Trailer Delivery) 5000 Gal or More State Brand(s) Quoting:	
September 26, 2013 Thursday Unbranded OPIS LA Early Day Unleaded Average Pricing.	\$
Discount/Increase From OPIS (enter "-" or +)	\$
Delivery Charge (Ventura County)	\$
Total	\$
Delivery Charges (Santa Barbara County)	\$
Total	\$
5. Diesel NO. 2 (ULS) (Truck/Trailer Delivery) 5000 Gal or More State Brand(s) Quoting:	
September 26, 2013 Thursday Unbranded OPIS LA Early Day Diesel Average Pricing.	\$
Discount/Increase From OPIS (enter "-" or +)	\$
Delivery Charge (Ventura County)	\$

PROPOSAL FORM

Description	Unit Cost/Gal
Total	\$
Delivery Charges (Santa Barbara County)	\$
	\$
6. Diesel NO. 2 (ULS) (Tank Wagon Delivery) 500-4999 Gal State Brand(s) Quoting:	
September 26, 2013 Thursday Unbranded OPIS LA Early Day Diesel Average Pricing.	\$
Discount/Increase From OPIS (enter "-" or +)	\$
Delivery Charge (Ventura County)	\$
Total	\$
Delivery Charges (Santa Barbara County)	\$
Total	\$
7. Diesel NO. 2 (ULS) (Less Than Tank Wagon Delivery) <500 Gal State Brand(s) Quoting:	
September 26, 2013 Thursday Unbranded OPIS LA Early Day Diesel Average Pricing.	\$
Discount/Increase From OPIS (enter "-" or +)	\$
Delivery Charge (Ventura County)	\$
Total	\$
Delivery Charges (Santa Barbara County)	\$
Total	\$
8. Diesel NO. 2 (ULS) RED DYE (Truck/Trailer Delivery) 5000 Gal or More State Brand(s) Quoting:	
September 26, 2013 Thursday Unbranded OPIS LA Early Day Diesel Average Pricing.	\$
Discount/Increase From OPIS (enter "-" or +)	\$
Delivery Charge (Ventura County)	\$
Total	\$

PROPOSAL FORM

Description	Unit Cost/Gal
9. Diesel NO. 2 (ULS) RED DYE (Tank Wagon Delivery) 500-4999 Gal State Brand(s) Quoting:	
September 26, 2013 Thursday Unbranded OPIS LA Early Day Diesel Average Pricing.	\$
Discount/Increase From OPIS (enter "-" or +)	\$
Delivery Charge (Ventura County)	\$
Total	\$
10. Diesel NO. 2 (ULS) RED DYE (Less Than Tank Wagon Delivery) <500 Gal State Brand(s) Quoting:	
September 26, 2013 Thursday Unbranded OPIS LA Early Day Diesel Average Pricing.	\$
Discount/Increase From OPIS (enter "-" or +)	\$
Delivery Charge (Ventura County)	\$
Total	\$

ATTACHMENT "A" – RFP #5698
"Non-Collusion Affidavit
To Be Executed By Offeror And Submitted With Proposal

State of California
County of Ventura ss.

_____, being first duly sworn, deposes and says that he or she is (Owner) of _____(Contractor Name) the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the offeror has not directly or indirectly induced or solicited any other offeror to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any offeror or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the offeror has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the offeror or any other offeror, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other offeror, or to secure any advantage against the public body awarding the contract of anyone interested in the offered contract; that all statements contained in the proposal are true; and further, that the offeror has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal."

(Date)

(Signed at (Place))

Offeror Name
(Person, Firm, Corp.)

Authorized Representative

Address

Representative's Name

City, State, Zip

Representative's Title

**ATTACHMENT "B" – RFP #5698
PUBLIC AGENCY AGREEMENT**

Title of RFP: GASOLINE AND DIESEL FUEL

RFP Close Date: October 11, 2013

It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivision of public corporation of California) located in Ventura County shall have the option to participate in any agreement created as a result of this Request for Proposal with the same terms and conditions as to the price of the product.

The County shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to VENDOR.

Offeror's agreement or failure to agree to the "piggyback" agreement will not be a factor in award of the RFP.

Date _____

Check one of the following:

- The prices, terms, and conditions in our proposal are not extended to any other agency.
- I hereby agree to extend all prices, terms, and conditions of my proposal to any other public agency located in Ventura County with the following exception(s) noted on attached.
- I hereby agree to extend all prices, terms, and conditions of my proposal to any other public agency located in Ventura County with no exceptions.

BY: _____ COMPANY: _____

SIGNED: _____ ADDRESS: _____

TITLE: _____

PHONE: _____ FAX: _____

EXHIBIT A
Cooperative Fuel RFP Estimates

Location	Fuel Type	Tank Capacity (Gallons)	Est. Annual Qty. (Gals)
City of Thousand Oaks*			
Hill Canyon Facility	RU	1,200	<u>4,100</u>
9600 Santa Rosa Rd Camarillo, CA	DF	1,200	<u>4,000</u>
	DFR	1,200	<u>4,000</u>
Municipal Service Center	RU	12,000	<u>150,000</u>
1993 Rancho Conejo Blvd Newbury Park, CA	DF	6,000	<u>90,000</u>
County of Ventura			
Government Center	DFR	20,000	<u>5,000</u>
800 S Victoria Ave Ventura, CA	RU (2)	10,000	<u>309,000</u>
Todd Road Jail	DFR	10,000	<u>2,000</u>
600 S Todd Rd Santa Paula, CA			
Camarillo Airport-Juvenile Justice Center (WERK)	DFR	250	<u>50</u>
350 Willis Camarillo, CA			
East County Sheriffs Station Maintenance Building	DFR	550	<u>100</u>
2101 Olsen Rd Thousand Oaks, CA			

Location	Fuel Type	Tank Capacity (Gallons)	Est. Annual Qty. (Gals)
Public Works Road Yard 15051 Lockwood Valley Rd Lockwood Valley, CA	DFR	300	<u>430</u>
Pre-Trial Detention Center 800 S Victoria Ave. Ventura, CA	RU (2)	12,000	<u>36,000</u>
Saticoy 11201 Riverbank Dr Ventura, CA	DF	12,000	<u>84,000</u>
	RU	12,000	<u>185,000</u>
Camarillo Airport 600 Aviation Dr Camarillo, CA	RU	12,000	<u>181,000</u>
East Valley 2201 E Olsen Rd Thousand Oaks, CA	RU (2)	12,000	<u>193,000</u>
Moorpark 7150 Walnut Canyon Rd Moorpark, CA	DF	5,000	<u>55,000</u>
	RU	5,000	<u>88,000</u>

Location	Fuel Type	Tank Capacity (Gallons)	Est. Annual Qty. (Gals)
Lockwood Maintenance	DF	1,000	<u>8,000</u>
15011 Lockwood Valley Rd Lockwood Valley, CA	RU	2,000	<u>10,000</u>
Ventura County Harbor	MRU	12,000	<u>105,000</u>
3855 Pelican Way Oxnard, CA	DFR (2) EPA	12,000	<u>365,000</u>
Ventura County Medical Center 3291 Loma Vista Rd Ventura , CA	DF	10,000	<u>20,000</u>
City of Simi Valley *			
Police Department 3901 Alamo St Simi Valley, CA	RU	10,000	<u>115,000</u>
Public Works Dept	RU (2)	10,000	<u>73,000</u>
500 W Los Angeles Ave Simi Valley, CA	DF	10,000	<u>20,000</u>
V C Fire Protection District			
Shop	RU	500	<u>10,000</u>
2451 Latico Ave Oxnard, CA 93030	DFR	500	<u>30,500</u>
Station 20 - Summit			
12727 Santa Paula - Ojai Rd Santa Paula, CA 93060	DFR	400	<u>1,200</u>

Location	Fuel Type	Tank Capacity (Gallons)	Est. Annual Qty. (Gals)
Station 21 - Ojai 1201 E Ojai Ave Ojai, CA 93923	DFR	500	<u>3,300</u>
Station 22 - Meiners Oak 466 S La Luna Ave Ojai, CA 93023	DFR	500	<u>3,000</u>
Station 23 - Oak View 15 Kunkle St Oak View, CA 93022	DFR RU	500 500	<u>3,900</u> <u>3,000</u>
Station 25 - Rincon 5674 W Pacific Coast Hwy Ventura, CA	DFR	500	<u>2,800</u>
Station 26 - Saticoy 12391 W Telegraph Rd Santa Paula, CA 93060	DFR	500	<u>3,900</u>
Station 27 - Fillmore 613 Old Telegraph Rd Fillmore, CA 93015	DFR RU	1,000 1,000	<u>8,200</u> <u>2,600</u>
Station 28 - Piru 513 N Church St Piru, CA 93040	DFR	500	<u>3,500</u>
Station 30 - Thousand Oaks 325 W Hillcrest Dr Thousand Oaks, CA 91360	DFR RU	1,000 1,000	<u>7,700</u> <u>5,700</u>
Station 31 - Westlake 151 Deussenberg Dr Thousand Oaks, CA 91360	DFR	500	<u>5,100</u>

Location	Fuel Type	Tank Capacity (Gallons)	Est. Annual Qty. (Gals)
Station 32 - Potrero 830 Reino Rd Newbury Park, CA 91320	DFR	1,000	<u>2,900</u>
Station 33 Lake Sherwood 33 Lake Sherwood Dr Thousand Oaks, CA 91361	DFR	500	<u>2,200</u>
Station 34 - Arboles 55 Avenida De Los Arboles Thousand Oaks, CA 91360	DFR	1,000	<u>4,200</u>
Station 35 - Newbury Park 2500 W Hillcrest Dr Newbury Park, CA 91320	DFR	500	<u>3,200</u>
Station 36 - Oak Park 855 N Deerhill RD Oak Park, CA 91377	DFR	500	<u>2,300</u>
Station 37 - North Ranch 2010 Upper Ranch Rd Thousand Oaks, CA	DFR	500	<u>2,700</u>
Station 40 - Mountain Meadows 4185 Cedar Springs St Moorpark, CA 93021	DFR	550	<u>3,000</u>
Station 41 – Simi 1910 Church St. Simi Valley, CA 93065	DFR RU	1,000 1,000	<u>9,100</u> <u>3,300</u>

Location	Fuel Type	Tank Capacity (Gallons)	Est. Annual Qty. (Gals)
Station 42 - Moorpark High St Moorpark, CA 93021	DFR	500	<u>3,300</u>
Station 43 - Susana Knolls 1262 Cypress St Simi Valley, CA 93063	DFR	500	<u>4,100</u>
Station 44 - Wood Ranch 1050 Country Club Dr Simi Valley, CA 93065	DFR	500	<u>4,300</u>
Station 45 - West Simi 790 Pacific Ave Simi Valley, CA 93065	DFR	500	<u>5,600</u>
Station 46 - Tapo 3265 N Tapo St Simi Valley, CA 93063	DFR	550	<u>3,300</u>
Station 47 - Erringer 2901 Erringer Rd. Simi Valley, CA 93065	DFR	500	<u>2,000</u>
Station 50 - Airport 189 Las Posas Rd Camarillo, CA 93010	DFR	1,000	<u>8,400</u>
Station 51 3302 Turnout Point Circle Oxnard, CA 93036	RU DFR	500 1,000	<u>4,600</u> <u>5,800</u>

Location	Fuel Type	Tank Capacity (Gallons)	Est. Annual Qty. (Gals)
Station 52 - Mission Oaks 5353 Santa Rosa Rd Camarillo, CA 93012	DFR	500	<u>3,500</u>
Station 53 - Port Hueneme 304 Second St Port Hueneme, CA 93041	DFR	500	<u>3,300</u>
Station 54 - Camarillo	DFR	495	<u>9,300</u>
2160 Pickwick Dr Camarillo, CA 93010	RU	495	<u>7,000</u>
Station 55 - Las Posas 403 Valley Vista Dr Camarillo, CA 93010	DFR	500	<u>1,700</u>
Station 56 11777 Eclise St Malibu, CA 90265	DFR	500	<u>2,400</u>
Station 57 - Somis 3356 Somis Rd Somis, CA 93066	DFR	550	<u>3,400</u>
County of Santa Barbara*			
Tajiguas Landfill/PW	DFR	20,000	<u>105,000</u>
Highway 101-22 MI North	DF	500	<u>4,500</u>
of Santa Barbara	RU	200	<u>5,000</u>
Foxen Canyon/PW Santa Maria, CA	DF	5,000	<u>25,000</u>

Location	Fuel Type	Tank Capacity (Gallons)	Est. Annual Qty. (Gals)
Vehicle Operations	RU	12,000	<u>277,295</u>
4568 Calie Real Santa Barbara, CA	DF	12,000	<u>157,735</u>
General Services/Vehicle Operations	RU-(2)	10,000	<u>190,225</u>
912 Foster Rd. Santa Maria, CA	DF	10,000	<u>47,365</u>
General Services/Vehicle Operations	RU-(2)	10,000	<u>66,177</u>
2010 Sweeney Road Lompoc, CA	DF	10,000	<u>31,694</u>
General Services/Vehicle Operations	RU-(2)	10,000	<u>4,866</u>
70 Newsome Street New Cuyama, CA	DF	10,000	<u>3,631</u>
Ventura County Airports	DFR(CAM)	500	<u>2,200</u>
	DFR(OXN)	4,000	<u>1,500</u>
Pleasant Valley School District*			
600 Temple Ave. Camarillo, CA 93010	DF	8,000	<u>12,000</u>
	RU	2,000	<u>10,000</u>
Ventura Regional Sanitation District*	DF	2,000	<u>6,000</u>
3500 Toland Rd. Santa Paula, CA 93060	DFR	6,000	<u>88,000</u>
	RU	2,000	<u>7,500</u>

Location	Fuel Type	Tank Capacity (Gallons)	Est. Annual Qty. (Gals)
City of Santa Barbara*			
Fleet Management 630 Garden St. Santa Barbara, CA 93101	RU	20,000	<u>198,000</u>

Total Estimated Requirement:

RU – 2,141,400 gallons
MU – 105,000 gallons
DF – 566,930 gallons
DFR – 734,180 gallons

RU-Regular Unleaded
MU-Midgrade Unleaded
DF-Diesel Fuel
DFR-Diesel Fuel Red Dye