



County of San Luis Obispo
GENERAL SERVICES

Machelle Vieux, Interim Director

Cody VanDorn, Department Administrator

INVITATION TO BID # 3696-15
BULK DELIVERY VEHICLE FUELS & LUBRICANTS
May 13, 2015

The County of San Luis Obispo is soliciting bids for its annual requirements of **BULK DELIVERY VEHICLE FUELS & LUBRICANTS** per the specification(s) attached.

The term of the contract shall be for a one year period commencing with the date of award of contract by The County of San Luis Obispo. County and Contractor may have the option to extend the term of this contract for four (4) additional one (1) year terms upon mutual written consent.

The estimates for fuel usage for the County of San Luis Obispo in this bid are as follows:

Locations over 4000 gallons	219,614 gallons per year
Locations under 4000 gallons	38,338 gallons per year
Total	257,952 gallons per year

***All above quantities are estimates and not a guarantee of actual usage.**

It should be noted that the County of San Luis Obispo is a member of the Central Coast Public Purchasing Alliance (CCPPA). This alliance presently includes but may not be limited to the following additional local public agencies: California Polytechnic State University, City of San Luis Obispo and Cal Trans District 5. Whenever it is financially advantageous, any member of the CCPPA may participate in any contract that another CCPPA member negotiates. If that CCPPA member chooses to participate in this contract, it will issue its own purchase order, reference the Invitation to Bid #3696-15, make any payments directly to the winning Contractor, be liable to the Contractor and vice versa per terms of the awarded Contract and hold the County of San Luis Obispo harmless.

The estimates for fuel usage for the CCPPA agencies in this bid are as follows:

Locations under 4000 gallons	-	258,600 gallons per year
Total	-	258,600 gallons per year

***All above quantities are estimates and not a guarantee of actual usage.**

If awarded this contract, please indicate that you will extend the same terms and conditions to all of the other CCPPA members as instructed on **page 11**.

This Bid is posted on the County's Purchasing website at:
http://www.slocounty.ca.gov/GS/Purchasing/Current_Formal_Bids_and_Proposals.htm.

Any changes, additions, or deletions to this Bid will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective bidders must check the website for other relevant new information during the response period. The County is not responsible for the failure of any prospective bidder to receive such addenda. All addenda so issued shall become a part of this Bid.

County of San Luis Obispo Invitation to Bid# 3396-15 May 2015 Page 2
BULK DELIVERY VEHICLE FUELS

Bids must be submitted electronically through the County's purchasing website. They must be received no later than **3:00 p.m. June 5, 2015** when the bid closes. **NO FAXED** Bids or bids received by **US MAIL** will be accepted

All questions pertaining to the content of this Invitation to Bid must be made in writing through the Purchasing website. All questions will receive a response within five (5) business days. Questions and responses will be posted (anonymously) on the Purchasing website and can be viewed by accessing the Invitation to Bid located at the Purchasing website.

The County reserves the right to determine the appropriateness of comments / questions that will be posted on the website.

Any and all comments and suggestions are sincerely encouraged prior to the bid opening. If you have any questions about the Bid process, please contact me directly.

Rick George, General Services-Purchasing
805-781-5906

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BULK DELIVERY VEHICLE FUELS

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: LOCAL BIDDERS PREFERENCE

The County of San Luis Obispo has established a "local vendor preference" policy. All informal and formal bids for contracts will be evaluated with a 5% preference to local vendors with the following exceptions:

1. Those contracts which State Law requires be awarded to the lowest responsible bidder.
2. Public works construction projects.

A "local vendor" status will be established if you 1) conduct business in an office with a physical location within the County of San Luis Obispo; 2) hold a valid business license issued by the County or a city within the County; and 3) operate your business for not less than six (6) months prior to being able to receive the preference.

As of March 3, 1994 individual County Buyers evaluate bids by considering the "local vendor preference" described above. The burden of proof will lie with bidders relative to verification of "local vendor preference". Should any questions arise, please contact a buyer at (805) 781-5200. All prospective bidders are encouraged to quote the lowest prices at which you can provide the items or services listed in County bids.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____

County of San Luis Obispo Invitation to Bid# 3396-15 May 2015 Page 4
BULK DELIVERY VEHICLE FUELS

TO: ALL PROSPECTIVE BIDDERS

**SUBJECT: POLICY ON PURCHASING PRODUCTS MADE WITH OR CONTAINING
 CHLOROFLUOROCARBONS (CFC's)**

Summary

Many products contain chlorofluorocarbons (CFC's), a known depleter of ozone in the atmosphere. Under the U.S. Clean Air Act and the Montreal Protocol on Substances that Deplete the Ozone Layer, CFC production for use in industrialized nations is to be totally phased out by January 1, 1996. There are still many products on the market that contain CFC's or are made with CFC's. The Department of General Services, purchasing staff must identify products made with or containing CFC's and purchase alternative products whenever practical and possible.

Policy

To this end, it shall be the policy of the County of San Luis Obispo that all bidders, who wish to do business with the County are required to identify all products that contain CFC's or use CFC's in the manufacturing or shipping processes. Bidders are required to identify alternative products that do not use CFC's, for possible purchase by the County.

Bidder Response

	YES	NO
Do any products offered herein contain CFC's or use CFC's in the manufacturing or shipping process?		
If yes, please offer an alternative product by copying bid forms and submitting an alternate bid. Will you offer an alternate?		
Please provide any other information that may be helpful to the County. Attachments are acceptable.		

Bidder: _____

GENERAL CONDITIONS AND INSTRUCTIONS

1. All bids submitted by Bidder to Buyer shall be submitted through the County's Purchasing website in accordance with the instructions contained herein.
2. The issuance of this bid request creates no obligation on the part of the County and the County reserves the unconditional right at its option to either reject all bids or waive any irregularities or informalities therein.
3. All prices must be firm for 45 days from the date of the bid opening and be inclusive. Upon award, prices will be in effect for the term of the contract.
4. If Bidder offers any prompt payment discounts, please indicate this in the "General Comments for the Agency" section when responding to the bid through the Purchasing website.
5. Award will be made to the lowest responsible bidder as determined by the County of San Luis Obispo
6. A response to this Bid will be interpreted to mean that the Bidder has thereby agreed to all conditions, instructions, descriptions and specifications contained herein.
7. All materials included in the contract shall be in compliance with all Federal and State OSHA laws.
8. This bid will be evaluated without taxes. Prices quoted in the bid shall exclude all applicable Sales or Use Taxes, Superfund Tax, Federal Excise Taxes (FET), Oil Spill, and State of California Motor Vehicle Fuel Taxes. The County is subject to State and local sales tax but is exempt from payment of Federal Excise Tax.
9. The only terms that will be honored are those terms included in general and special conditions and instructions, purchase order or other documents issued by the County.
10. In the event of any conflicts or ambiguities between these instructions and State or Federal laws, regulations or rules, then the latter shall prevail.
11. Only one bid will be accepted per Bidder.
12. Bidders may electronically withdraw their bid at any time prior to the scheduled closing time for receipt of bids. No Bidder may withdraw their bid after the time set for the opening.
13. All time limits stated are of the essence.

14. Brand names are used to establish a level of quality only. Any alternates must be approved five (5) days prior to the bid opening date, by the Buyer, who will have the sole right to make the determination. If an alternate is submitted without going through the above- described process, the County will have the sole right to decide whether or not an alternate is acceptable. Requests for approval of any alternates must be submitted as a question through the Purchasing website. Please contact the Buyer directly before submitting any samples.
15. Contractor shall comply with all laws and regulations governing nondiscrimination in employment, including the Americans with Disabilities Act of 1990, the Fair Employment and Housing Act (California Government Code §§ 12900, et seq.), and the applicable regulations promulgated thereunder (2 California Code of Regulations §§ 7285, et seq.).
 - 15.1. **Nondiscrimination:** The Contractor, with regard to the work performed by them during the Contract, shall not discriminate on the grounds of race, color or national origin or other legally protected criteria in employment or the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulation.
 - 15.2. **Solicitation for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitation, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the regulations relative to nondiscrimination on the grounds of race, color or national origin.
16. Bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin and that it will comply with the "Contractor's Agreements" provisions of Presidential Executive Order No. 11246.
17. **NO FAXED** Bids or bids received by **US MAIL** will be accepted.
18. Electronically post bid to County Website Purchasing by **June 5, 2015 at 3:00 p.m.**

SPECIFICATIONS

1. **SCOPE:**

Furnish and deliver bulk vehicle fuel and/or lubricants & maintenance products, as needed, to the County of San Luis Obispo, for the term of one year beginning with the date of award of contract as defined in the County's Invitation to Bid and as follows: Note: County and Contractor may extend the term of this contract for four (4) additional one (1) year terms upon mutual written consent.

2. **FUEL DELIVERY:**

The County requires that the successful bidder be responsible to check County tanks and fill tanks as needed. Normally the County will not contact the Contractor for deliveries. **Fuel levels at the County Operations Center, Hwy. 1, San Luis Obispo, must be maintained at no less than half full at all times.** See also Section 5, Subsection A below. Other participating members of the CCPPA may place their own purchase orders. Prompt and timely deliveries are deemed essential to the performance of this Contract.

3. **EMERGENCY PRODUCT DELIVERY:**

If, in the event that unforeseen circumstances should create a fuel shortage and/or a priority delivery schedule, the successful CONTRACTOR agrees that the County of San Luis Obispo will be guaranteed a first delivery priority of fuel to maintain all County emergency services vehicles (Sheriff, Fire Protection and Public Works vehicles), in unrestricted operational status. The successful Contractor will furnish emergency fuel deliveries within 24 hours from receipt of order if necessary.

4. **QUANTITY & QUALITY-LAB TESTING:**

- A. The requirements in gallons, octane rating, delivery locations, storage capacity, and delivery time of day are shown on the bid form.
- B. If storage facilities permit, all deliveries shall be by truck & trailer load. Any smaller deliveries shall be for the convenience of the vendor and priced at truck & trailer rates.
- C. The estimated usage of each item, is based on the experience of the past 12 month period or are estimated requirements for one year. **No guarantee of usage is given. Actual usage whether lesser or greater than estimated shall not affect the prices as bid and accepted by the County and other local participating members of the CCPPA.**

5. **FUEL SERVICES TO BE PROVIDED:**

- A. Contractor shall furnish and deliver fuel to the storage tanks at each location as necessary to insure County/Agency fueling operations will be uninterrupted. Most deliveries are to be made on normal working days between the hours of 9:00 a.m. and 3:00 p.m. Deliveries to the 24 hour fuel sites may be done at any hour, upon prior arrangement between Vendor and the County. County requires periodic "down time" during which deliveries cannot be made to allow for testing.
- B. At each delivery, Contractor shall leave a delivery slip (or non-extended invoice) detailing total gallons delivered and fuel type by truck meter stamp or other means acceptable to the County/Agency. If a San Luis Obispo County location is unattended, the delivery slip is to be delivered or mailed to Rocky Buoy, GSA Fleet Services, 1355-A

Kansas Avenue, San Luis Obispo, CA 93405, within 24 hours after delivery. This information will be used by the County to insure there is no loss of fuel. If other CCPA member fuel sites are unattended, that Agency will advise successful bidder on its procedures.

- C.** Contractor shall check the County/Agency tanks for water presence when measuring the tanks by stick. Any presence of water is to be noted on the delivery slip.
- D.** Contractor shall minimally provide quarterly courtesy County fuel site inspections using the inspection form per sample provided on the last page of this Invitation to Bid. The results of inspections shall be forwarded to Rocky Buoy, General Services Fleet Services, 1355-A Kansas Avenue, San Luis Obispo, CA 93405 for review and possible minor repairs by Contractor.

6. MEASUREMENT OF FUEL DELIVERIES:

- A.** Measurement shall be by truck meter or other means acceptable to County/Agency for less than full truck & trailer delivery.
- B.** Truck and trailer measurement shall be by loading document at the refinery or terminal rack and/or other means acceptable to the County/Agency.
- C.** Volumes shall be temperature corrected in accordance with most current API Standard.

7. FUEL SPECIFICATION:

- A.** 87 Octane unleaded gasoline and #2 Diesel at the primary location at Kansas Avenue on Highway 1. #2 Dyed Diesel at outlying locations for off road use. All fuels delivered must be in compliance with all associated California Air Resources Board (CARB) regulations.

8. FUTURE FUEL SPECIFICATION CHANGES:

During the term of this Contract, the County may require a change in the specification of the fuel supplied to comply with any change in federal, state, or local laws governing fuel properties. In the event that such changes are necessary, the County shall notify the Contractor in writing of the requested change.

9. FUEL PRICING MECHANISM:

The price of all diesel fuel and gasoline delivered shall be adjusted **weekly** in accordance with the following procedures:

- A.** OPIS as used herein refers to the Oil Price Information Service’s newsletter published weekly by United Communications Group.
- B.** The average posted price listed under the following column headings in the OPIS table titles, “PAD 4/5 Report” shall be used in determining the weekly-adjusted price.

Column Headings

Carb No. 2	Unl	Reg/Mid	Pre Unl
AVERAGE	AVERAGE	AVERAGE	AVERAGE

10. **FUEL PRICING:**

The delivered price shall be the total of the rack price + transportation and markup + current taxes. Contractor will report to County, **every week period**, on a form mutually agreed to, the relevant rack prices, taxes, and the calculations used to reach delivered prices. Contractor will provide, on demand, evidence of the OPIS price quotation for that period. All actions to report pricing shall be completed in a timely manner mutually agreed upon.

A. Rack Price

The OPIS BASE RACK PRICE shall be as reported by OPIS for the lower average rack price between San Jose and Los Angeles, for CARB No. 2 Diesel, Unleaded Regular (87 Octane), Unleaded Mid (89 Octane) and Unleaded Premium (92 Octane). Whenever there is an OPIS average price differential between San Jose and Los Angeles markets, the County price shall be based on the lower of the two.

B. Transportation & Markup refer to profit and transportation costs as bid by the vendor.

C. Taxes: This bid will be evaluated without taxes. Prices quoted in the bid shall **exclude** all applicable Sales (including local tax) or Use Taxes, Superfund Tax, Federal Excise Taxes (FET), Oil Spill, and State of California Motor Vehicle Fuel Taxes. All applicable State, Federal, local fuel taxes on the various fuels, which are required to be paid by the County, will be added to make the delivered price of the fuels. The County is subject to State and local sales tax but is exempt from payment of Federal Excise Tax.

11. **INVOICING AND PAYMENT:**

A. At each delivery, Contractor shall leave a delivery slip (or non-extended invoice) detailing total amount of gallons and fuel type by truck meter stamp or other means acceptable to the County/Agency.

B. Payment will be made within 30 days after receipt of a correctly extended invoice or in accordance with discounted payment terms, if offered, i.e. 2%/20.

C. As stated in Section 16, other participating CCPA members may issue their own purchase orders and will be billed directly by the Contractor.

12. **CERTIFICATION & TESTING:**

At purchaser's option and at Contractor's expense all deliveries shall be subject to periodic check by an independent lab (chosen by the purchaser) to determine if the materials comply with contract specifications. If the fuel does not meet specifications, Contractor may be required to remove the fuel at Contractor's expense, or the purchaser may opt to accept the fuel at the contract rate for that grade of fuel delivered, less a 10% penalty, at the purchaser's discretion. Repeated deliveries of substandard fuel shall be reason for contract cancellation. Purchasers reserve the right to request a two-quart sample of any fuels from the tanker delivering the fuel to the purchaser's location.

13. **LUBRICANTS & VEHICLE MAINTENANCE PRODUCTS:**

Furnish and deliver vehicle lubricants and maintenance products as required at each County/Agency location during the contract period. Contractor(s) will be required to furnish and install, at no cost to the County, the following bulk tanks for the duration of the contract:

1. One (1) each 180 gallon capacity motor oil tank at the County OPNS Center, Kansas Ave. & Highway 1, San Luis Obispo
2. One (1) each 85 gallon capacity transmission fluid tank at the County OPNS Center;
3. One (1) each 110 gallon capacity motor oil tank at the County Public Works Dept, Kansas Ave. & Highway 1, San Luis Obispo
4. One (1) each 110 gallon capacity transmission fluid tank at the County Public Works Dept.

A. Lubricant/Vehicle Maintenance Product price increase may be allowed but negotiated for each extended contract term option period as a result of:

1. Manufacturer or Supplier price increases in the product(s) offered;
2. Governmental or regulatory agency increases to the trade.

14. **ABBREVIATIONS:**

T&T - Truck and Trailer (4000 gallons or more)
TW - Tank Wagon
U87 - Unleaded Regular Numeric Octane Rating
U89 - Unleaded Mid -Numeric Octane Rating
U92 - Unleaded Premium Numeric Octane Rating
D2 - CARB No. 2 Dyed Diesel
ULSD - Ultra Low Sulfur Diesel

15. **TERM OF CONTRACT:**

The term of the contract shall be for one year commencing with the date of contract award. County and Contractor may extend the term of this contract for four (4) additional one (1) year terms upon mutual written consent. Lubricants and Maintenance Products may be awarded separately.

16. **CONTRACT EXTENSION TO OTHER LOCAL AGENCIES:**

Prices, terms and conditions of the contract may be extended to other CCPA members if approved by successful bidder. **These agencies will issue their own purchase orders and will be billed directly by the Contractor. The County shall incur no financial responsibility in connection with a purchase order from another CCPA member. The CCPA member shall accept sole responsibility for placing its purchase orders and making its payment to the Contractor.**

Please indicate below if you will extend the same terms and conditions to the other CCPA members:

YES _____

NO _____

Authorized signature _____ **Title** _____

17. **CANCELLATION:**

Contract may be canceled by either party with thirty (30) days written notice. Due cause for termination by the County shall be, but not limited to, failure to deliver within a reasonable time period, failure of the product(s) to meet specifications and/or reasons of unsatisfactory service.

18. **BASE BID PRICES:**

The base prices as used for the purposes of this bid are from the May 2015 edition of OPIS (Oil Price Information Service - Pad 5). **DO NOT CHANGE THE BASE BID PRICES.**

Unleaded 87 Octane (U87) \$ 2.1807
CARB No. 2 Diesel (D2) \$ 2.7208

19. **TRANSPORTATION AND MARKUP (T&M) BID:**

The bidder shall submit the T&M prices as differentials from OPIS, preceded by a (-) minus for a less than OPIS bid and by (+) for greater than OPIS bid. If you quote the OPIS price insert the word "Base" in lieu of a numeral. All Transportation and Markup (T&M) bid prices shall remain firm, not subject to change, for the initial term of the contract. Thereafter, for each additional one (1) year extension period of the contract, a price increase for Transportation and Markup may be allowed as a result of:

- 1) Manufacturer or Supplier price increases in the product(s) offered;
- 2) Governmental or regulatory agency increases to the trade;

Any request for a price increase must be substantiated with documentation from the Contractor, a manufacturer, supplier, or governmental agency and must be submitted in writing at least thirty (30) days prior to the effective date of the increase. Overall increases of greater than the CPI from prior year prices will not be allowed. Additionally, no surcharges of any kind will be approved by the County.

20. **BASIS OF AWARD:**

Award will be made to the lowest responsible bidder whose offer meets all minimum specifications **and** is most advantageous to the County/Local Agency group. Evaluation will consider price, quality, delivery schedule, previous experience, service and financial stability. **The fuel price evaluation will ultimately be based on your Transportation and Markup (T&M) Bid.**

21. **BID EVALUATION:**

Evaluation of responses to this Invitation to Bid may include consideration of Bidder's past performance in doing business with the County.

22. **COUNTY MAY NEGOTIATE FOR ADDITIONAL ITEMS/SERVICES:**

Items in quotation schedule make up the bulk of required items and/or services. Unforeseen additional items and/or services may be required. The County therefore reserves the right to negotiate with the Contractor for additional items and/or services to be added to the Contract.

23. **LOCATIONS:**

The current location and usage are as listed in the table(s) on **Page 19 and Page 20**. The County reserves the right to add locations or discontinue service to existing locations.

24. **TERMINATION FOR NON-APPROPRIATIONS:**

All obligations of County to make payments due after the termination date will cease. Notwithstanding the foregoing, County agrees to (i) not terminate this agreement under this provision if any funds are appropriated to perform the services of this agreement and (ii) that County will use its best efforts to obtain appropriation of the necessary funds to avoid termination of this agreement.

25. **WARRANTY OF CONTRACTOR:**

Contractor warrants that Contractor and each of the personnel employed or otherwise retained by Contractor are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

26. **CONTRACTOR'S RESPONSIBILITY:**

Contractor shall be held liable for any damage or citations which may be incurred as a result of any spills. In addition, the County reserves the right to cancel the contract of any Contractor or carrier who, notwithstanding compliance with the procedures set forth herein, delivers in a negligent or careless manner or who, under any circumstances, causes a spill while delivering.

Unless otherwise stated in this Contract, Contractor shall have title to bear risk of any loss or damage to the items purchased hereunder until they are delivered in conformity with this Contract at the F.O.B. point specified herein, and upon such delivery title shall cease, except for loss or damage resulting from Contractor's negligence. Passing of title upon such delivery shall not constitute acceptance of the item by the County.

27. **INDEMNIFICATION:**

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with Contractor's performance or attempted performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by sole negligence or willful misconduct of the County.

28. **INSURANCE REQUIREMENTS:**

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 by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), 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. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

OTHER INSURANCE Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy 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, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.

Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. 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 County has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

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 policy form with a Retroactive Date** prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

Verification of Coverage

Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Certificates and copies of any required endorsements shall be sent to:

San Luis Obispo County
General Services, Purchasing
1087 Santa Rosa Street, San Luis Obispo Ca 93408
Attention: Purchasing Division

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

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

29. **NONEXCLUSIVITY:**

The provisions of this contract shall in no way prohibit the County from making incidental purchases from other supplier(s) for the same commodities herein listed. Emergency purchases may be made from other than contracted vendor(s). The County and other participating parties shall have sole discretion in determining what constitutes an emergency purchase.

30. **TWENTY-FOUR HOUR CONTACT:**

Contractor shall provide County personnel with a 24-hour, 7-day per week telephone number where dispatchers or other Contractor's representatives may be reached.

31. **PRICING SERVICE CANCELED OR MODIFIED:**

If the pricing service (OPIS) is canceled or modified, the County reserves the right to cancel all contracts based on the pricing.

32. **M.S.D.S.:**

Contractor shall submit copies of the product's current Material Safety Data Sheet to the County of San Luis Obispo, General Services Fleet Services, Rocky Buoy, 1355A Kansas Avenue, San Luis Obispo, CA 93405, prior to commencement of deliveries.

33. **REPORT(S), PRODUCTS AND USAGES:**

Within thirty (30) calendar days of notification by the County, Contractor shall provide to the County Central Services Manager a products and usages report(s) for items sold by the Contractor to the County and Agencies using our pricing from this bid for the prior month or year period. Report(s) shall be sorted by location amount spent per location for the period requested.

34. **STATE OF CALIFORNIA/OTHER AGENCY CONTRACT(S):**
The County reserves the right to consider the State of California Bulk Gasoline and Diesel Fuel Contract and/or other Agency contracts as a bid and award this bid accordingly.

BID INSTRUCTIONS & FORM

The undersigned agrees to sell and deliver, **F.O.B. Destination** San Luis Obispo County/local agency fuel tanks and locations, vehicle fuels, lubricants and maintenance products for the term stated herein, in compliance with San Luis Obispo County Fuel Specifications and terms and conditions confirmed herein.

The bidder shall submit the T&M prices electronically using the **Thirteen (13) Line Items** provided on the Purchasing website at:

http://www.slocounty.ca.gov/GS/Purchasing/Current_Formal_Bids_and_Proposals.htm.

Any differentials from OPIS (Specification Section 18), preceded by a (-) minus for a less than OPIS bid and by (+) for greater than OPIS bid. If you quote the OPIS price insert the word "Base" in lieu of a numeral.

If bidder offers any prompt payment discounts, please indicate this in the "General Comments for the Agency" section when responding to the bid through the Purchasing website.

Submit applicable completed pages 3 , 4, 11, and 16 with your BID through the Purchasing website

The undersigned offers to furnish any or all of the items for which prices are quoted at the price set, delivered to the site.

Do you agree to the lower of Los Angeles or San Jose average OPIS as a base price for each fuel? _____

State below the name and amount of all taxes currently applicable to diesel fuel, gasoline, lubricants and maintenance products. _____

FIRM NAME _____

SIGNATURE _____

Authorized Official Title (Print) _____

Authorized Official Name (Print) _____

Address _____

City _____

Telephone _____ FAX _____

Date _____

BIDS MUST BE RECEIVED BY **3:00 P.M., June 5, 2015** through the Purchasing Website.

Bids by US MAIL or FAX will not be accepted

COUNTY FUEL LOCATIONS OVER 4,000 GALLON DELIVERIES

Delivery Locations		Type of Fuel	Capacity Tanks	Yearly Est. Usage
	County Operations Center, Hwy 1, San Luis Obispo 24 hours	U87	12,000	153,751
		ULSD	12,000	65,863
Subtotal for OVER 4,000 gallon Truck & Trailer Locations				219,614

COUNTY FUEL LOCATIONS UNDER 4,000 GALLON DELIVERIES

Delivery Locations		Type of Fuel	Capacity Tanks	Yearly Est. Usage
	San Luis Obispo County Airport Garage, 901 Airport Dr, San Luis Obispo 9 am – 3 pm	D2	Generators	339
	County Morro Bay Golf Course, State Park Road, Morro Bay 8 am - 2 pm	U87	500	3,162
		D2	500	3,575
	County Dairy Creek Golf Course, 2990 Dairy Creek Rd., San Luis Obispo 9 am – 3 pm	U87	500	1,511
		D2	500	2,706
	County Lopez Water Treatment Plant (above-ground tank) 7 am – 4:30 pm	U87	500	5,119
		D2	Generators	158
	County Lopez Lake, 6800 Lopez Drive, Arroyo Grande 9am-3 pm	U87	500	5,043
		D2	500	596

County of San Luis Obispo Invitation to Bid# 3396-15 May 2015 Page 18
BULK DELIVERY VEHICLE FUELS

Delivery Locations	Type of Fuel	Capacity Tanks	Yearly Est. Usage
County Santa Margarita Lake, W. Pozo Road, Santa Margarita 9 am - 3 pm	U87	500	2,635
	D2	200	118
County Salinas Booster, Highway 101 North, Santa Margarita 9 am - 3 pm	U87	500	5,062
	D2	500	2,673
County Simmler Road Yard, Simmler 9 am - 3 pm	U87	2,000	292
	D2	1,000	5,349
Subtotal for UNDER 4,000 gallon Locations			38,338

CCPPA AGENCIES

Agency	Type of Fuel	Yearly Est. Usage
City of San Luis Obispo	U87	75,000
	D2	24,000
Cal Poly State University	U87	65,000
	D2	79,300
County Office of Education	U87	10,800
	D2	4,500
Subtotal for CCPPA Agencies	U87	150,800
	D2	107,800

County of San Luis Obispo Invitation to Bid# 3396-15 May 2015 Page 19
BULK DELIVERY VEHICLE FUELS

Item	Est. Yr. Qty.
Subtotal of OVER 4,000 gallon Truck & Trailer Locations	219,614
Subtotal for UNDER 4,000 gallon Tank Wagon Locations	296,938
GRAND TOTAL of OVER 4,000 gallon locations, UNDER 4,000 gallon locations	516,552

LUBRICANTS & MAINTENANCE PRODUCTS

Item	Description	Est. Yr. Qty.	Unit
	Gear Oil, SAE 80W/90 , Mil-L-2105-D, API Svc. Class. GL-4 and GL-5, in 120 lb. 1/4 drum(s) , Chevron Delo Gear Lubricant or equal.	175	Pounds
	Automatic Transmission Fluid , High Performance Multipurpose, Approved under Dexron and Mercon Spec., Meets or exceeds requirements for GM Dexron-III, Ford Mercon, Allison C4 Fluid, Bulk , Valvoline MaxLife ATF or equal.	550	Gallons
	Multigrade Motor Oil, 15W-40 Extended Service Interval, Heavy Duty Service, API Service Class. CJ-4, SL, Chevron Delo 400 LE or equivalent.	1,000	Gallons
	Grease , Extreme Pressure (EP), NLGI 1,2, Multipurpose, GC-LB wheel bearing and chassis. Lithium Complex (2). Chevron Ultra Duty Grease EP or equal.	240	Pounds
	Brake Fluid , DOT 4 Compatible	20	Gallons
	Hydraulic Oil, Allison C-4 and Caterpillar TO-2 approved , for transmissions, final drives, and hydraulics in all wheel type tractors, Ford, John Deere, Kubota, Case and IHC, in 55 gallon drum(s), Chevron Universal Tractor Hydraulic Fluid or equal.	500	Gallons
	Coolant , Meets ASTM D-3306 and ASTM D-4343. Peak Global Lifetime or equal.	200	Gallons
	Multigrade Motor Oil, 5W-30 , API Service category. CG-4, CF-4, CE, CF, SH, and SL. Chevron Supreme 5W-30 or equal.	2,500	Gallons

FUEL SITE INSPECTION FORM

FUELING SITE INSPECTION:				
INSPECTED BY:				
DATE:	METER READING			
<i>INSPECTION REPORT</i> √ = <i>OK</i> X = <i>NEEDS WORK</i>				
PUMP NO.				
Fill Cap Seal				
Vapor Cap Seal				
Dry Break Seal				
Nozzle Latch Ring				
Nozzle Face Seal				
Nozzle Bellows				
Nozzle Clamps				
Nozzle Swivel				
Dispenser Seivel				
Hose Integrity				
Hose Retractor				
Hose Droop				
Signs				
Fire Extinguisher				
Card Reader				

COMMENTS
