

**COUNTY OF FRESNO**  
**REQUEST FOR QUOTATION**  
**NUMBER: 405-5262**

**BULK FUEL - GASOLINE AND DIESEL**

April 14, 2014

ORG/Requisition: 8910/ 8911400538	PURCHASING USE ssj	G:\PUBLIC\RFQ\405-5262 BULK FUEL - GASOLINE AND DIESEL.DOC
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**IMPORTANT: SUBMIT QUOTATION IN SEALED PACKAGE WITH QUOTATION NUMBER, CLOSING DATE AND BUYER'S NAME MARKED CLEARLY ON THE OUTSIDE TO:**

COUNTY OF FRESNO, Purchasing  
4525 EAST HAMILTON AVENUE, 2<sup>nd</sup> Floor  
FRESNO, CA 93702-4599

**CLOSING DATE OF BID WILL BE AT 2:00 P.M., ON MAY 15, 2014.**

**QUOTATIONS WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:00 P.M.**

All quotation information will be available for review after contract award.

Clarification of specifications is to be directed to: Shannon W. Kirby, e-mail [CountyPurchasing@co.fresno.ca.us](mailto:CountyPurchasing@co.fresno.ca.us), phone (559) 600-7116, FAX (559) 600-7126.

**GENERAL CONDITIONS:** See "County Of Fresno Purchasing Standard Instructions And Conditions For Request For Proposals (RFP'S) and Requests for Quotations (RFQ'S)" attached. Check County of Fresno Purchasing's Open Solicitations website at <https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx> for RFQ/RFP documents and changes.

**BIDDER TO COMPLETE**

UNDERSIGNED AGREES TO FURNISH THE COMMODITY OR SERVICE STIPULATED IN THE ATTACHED QUOTATION SCHEDULE AT THE PRICES AND TERMS STATED, SUBJECT TO THE "COUNTY OF FRESNO PURCHASING STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUEST FOR QUOTATIONS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)" ATTACHED.

Except as noted on individual items, the following will apply to all items in the Quotation Schedule.

1. Complete delivery will be made within \_\_\_\_\_ calendar days after receipt of Order.
2. A cash discount \_\_\_\_\_ % \_\_\_\_\_ days will apply.

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_

ZIP CODE \_\_\_\_\_

( ) \_\_\_\_\_

( ) \_\_\_\_\_

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS \_\_\_\_\_

SIGNED BY \_\_\_\_\_

PRINT NAME \_\_\_\_\_

TITLE \_\_\_\_\_

## COUNTY OF FRESNO PURCHASING

### STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

## GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

1. BID PREPARATION:

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.

2. SUBMITTING BIDS:

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing at least five (5) working days before bid opening. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) ISSUING AGENT/AUTHORIZED CONTACT: This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP/RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary

point of contact for discussions or information pertaining to the RFP/RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP/RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP/RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.
- F) Public Contract Code Section 7028.15

Where the State of California requires a Contractor's license, it is a misdemeanor for any person to submit a bid unless specifically exempted.

3. FAILURE TO BID:

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

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5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and Certification and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.

6. AWARDS:

- A) Award(s) will be made to the most responsive responsible bidder; however, the Fresno County Local Vendor Preference and/or the Disabled Veteran Business Enterprise Preference shall take precedence when applicable. Said Preferences apply only to Request for Quotations for materials, equipment and/or supplies only (no services); the preference do not apply to Request for Proposals. RFQ evaluations will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) Award Notices are tentative: Acceptance of an offer made in response to this RFP/RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.
- E) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

7. TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

9. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the

vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.

- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.
- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

11. DISCOUNTS:

Terms of less than fifteen (15) days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net forty-five (45) days.

12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

13. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act. California State Labor Code Sections 6360 through 6399.7.)

14. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

15. YEAR COMPLIANCE WARRANTY:

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

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### 16. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

### 17. CONFIDENTIALITY:

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

### 18. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599. Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) business days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

### 19. OBLIGATIONS OF CONTRACTOR:

A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all

subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

### 20. AUDITS & RETENTION:

The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

### 21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
  - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
  - violation of a federal or state antitrust statute;
  - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
  - false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

### 22. DATA SECURITY:

Individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations.

Individuals and/or agencies may not connect to or use COUNTY networks/systems via personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (COUNTY or Contractor device) or brought in for use into the COUNTY's system(s) without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

No storage of COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless

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encrypted according to advance encryption standards (AES of 128 bit or higher).

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information, data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

COUNTY shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to COUNTY's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

### 23. PURCHASING LOCATION & HOURS:

Fresno County Purchasing is located at 4525 E. Hamilton Avenue (**second floor**), Fresno, CA 93702. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

January 1*	New Year's Day
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Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington - Lincoln Day
March 31*	Cesar Chavez' Birthday
Last Monday in May	Memorial Day
July 4*	Independence Day
First Monday in September	Labor Day
November 11*	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	
December 25*	Christmas

\* When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

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## BIDDING INSTRUCTIONS

### CONTRACT SERVICES AND SUPPLY

The County of Fresno is soliciting bids to provide all labor, materials, equipment, etc., to furnish according to the terms and specifications herein the following;

- Diesel Fuel, Type 2-D, in accordance with the State of California specification 9130-07BS-008 and California Code of Regulations. Title 13, Section 2281 (sulfur content) and 2261 (sulfur content) and 2282 (aromatic hydrocarbon).
- Gasoline, Unleaded Regular Grade, in accordance with the State of California specification 9160-07BS-006 and California Code of Regulations (CCR), Title 13, Division 13, Division 3, Chapter 5, Article 1.

If during a delivery, the existing product in a tank is in anyway contaminated by the delivering company (example: diesel put into an unleaded tank or vice versa) then the delivering company shall replace the fuel that existed in the tank (prior to contamination) at the delivery company's own cost (inventory to be based on Veeder Root reading prior to fuel drop).

**LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID PREFERENCE:** The Local Vendor Preference and Disabled Veteran Business Enterprise Preference **does** apply to this Request for Quotation. Preferences will apply to the differential offered by the bidder.

**DEFINITIONS:** The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the quotation and is identified on page one of this Request For Quotation (RFQ).

**ISSUING AGENT:** This RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

**INTERPRETATION OF RFQ:** Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFQ and fully inform themselves as to the quality and character of services required. If any person planning to submit a quotation finds discrepancies in or omissions from the RFQ or has any doubt as to the true meaning or interpretation, correction thereof may be requested in writing from Purchasing by May 1, 2014 10:00 AM, cut-off.

Questions shall be delivered to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702, faxed to (559) 600-7126, or E-Mail: [CountyPurchasing@co.fresno.ca.us](mailto:CountyPurchasing@co.fresno.ca.us) If faxing, the bidder must confirm receipt by phone, within one-half (1/2) hour of transmission.

**NOTE:** Time constraints will prevent County from responding to questions submitted after the cutoff date.

Any change in the Request for Quotation will be made by written addendum issued by the County. The County will not be responsible for any other explanations or interpretations.

**AWARD:** The County of Fresno reserves the right to make the award on the basis of the entire group or on a per line item basis. The award will be made in a manner determined to be to the best advantage of the County. The County will be the sole judge in making such determination. Award Notices are tentative: Acceptance of an offer made in response to this RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

**RIGHT TO REJECT BIDS:** The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.

**AUTHORIZED CONTACT:** All communication regarding this RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

**NUMBER OF COPIES:** Submit **one (1) original and two (2)** copies of your quotation no later than the quotation closing date and time as stated on the front of this document to County of Fresno Purchasing. Each copy to be identical to the original, include all supporting documentation (i.e. literature, brochures, reports, schedules etc.). The cover page of each quotation is to be appropriately marked "Original" or "Copy".

**FIRM QUOTATION:** All quotations shall remain firm for at least, one hundred and twenty (120) days.

**TAXES:** The quoted amount must include all applicable taxes. If taxes are not specifically identified in the quotation it will be assumed that they are included in the total quoted.

**SALES TAX:** Fresno County pays California State Sales Tax in the amount of 8.225% regardless of vendor's place of doing business.

**SPECIFICATIONS AND EQUALS:** Brand names, where used, are a means of establishing quality and style. Bidders are invited to quote their equals. Alternate offers are to be supported by literature, which fully describes items that you are bidding.

No exceptions to or deviations from this specification will be considered unless each exception or deviation is specifically stated by the bidder, in the designated places. If no exceptions or deviations are shown, the bidder will be required to furnish items exactly as specified herein. The burden of proof of compliance with this specification is the responsibility of the bidder.



**LITERATURE:** Bidders shall submit literature, which fully describes items on which they are bidding, not later than the closing date of this bid. Any and all literature submitted must be stamped with bidders name and address.

**MERCHANDISE RETURNABLE FOR FULL CREDIT:** Bidder agrees to accept for full credit any merchandise sold by him on contract or award resulting from this bid, if returned in good condition by the County.

**GUARANTEE AGAINST DEFECTS:** All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

**VENDOR ASSISTANCE:** Successful bidder shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements

**MINOR DEVIATIONS:** The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

**QUOTATION REJECTION:** Failure to respond to all questions or not to supply the requested information could result in rejection of your quotation.

**BIDDERS' LIABILITIES:** County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFQ.

**PRICE RESPONSIBILITY:** The selected vendor will be required to assume full responsibility for all services and activities offered in the quotation, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

**PRICES:** Bidder agrees that prices quoted are a maximum for the contract period, and in the event of a price decline such lower prices shall be extended to the County of Fresno. Prices shall be quoted F.O.B. destination

**GUARANTEED DELIVERY:** Bidder will be considered in award of bid only if they can guarantee delivery. Enter guaranteed delivery on this line (i.e. number of days from receipt of order to delivery):

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By:

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(Authorized Signature)

**CONFIDENTIALITY:** Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

**NEWS RELEASE:** Vendors shall not issue any news releases or otherwise release information to any third party about this RFQ or the vendor's quotation without prior written approval from the County of Fresno.

**BACKGROUND REVIEW:** The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a quotation/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

**EXCEPTIONS:** Identify with explanation, any terms, conditions, specifications or stipulations of the RFQ with which you CAN NOT or WILL NOT comply.

**ADDENDA:** In the event that it becomes necessary to revise any part of this RFQ, addenda will be provided to all agencies and organizations that receive the basic RFQ.

**SUBCONTRACTORS:** If a subcontractor is proposed, complete identification of the subcontractor and his tasks shall be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

**CONFLICT OF INTEREST:** The County shall not contract with, and shall reject any bid or quotation submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee whose position in the County enables him to influence the selection of a contractor for this RFQ, or any competing RFQ, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.

**INVOICING:** All invoices are to be delivered in duplicate to: **Internal Services Division, Fleet Services, 4551 E. Hamilton Ave., Fresno, CA 93702.** Reference shall be made to the purchase order/contract number and equipment number if applicable on the invoice.

**INVOICING REQUIREMENTS:**

A written invoice based on a reading of a device that is equipped with an automatic temperature compensator, shall show that the volume delivered has been adjusted to the volume at 15°C (60°F).

The invoice issued from an electronic wholesale device equipped with an automatic temperature compensating system shall also indicate the following:

1. The API gravity, specific gravity or coefficient of expansion for the product.
2. Product temperature.
3. The gross reading.

The vendor shall produce an invoice indicating the Fresno Market OPIS pricing, description of the product, the quantity (net metered gallons delivered) and the contract number. Invoice pricing shall be itemized showing the Fresno Market Price, the Differential, the Composite Cost per gallon and the Extended Price. Invoice and payments shall be on the net metered gallons delivered. Vendor shall provide with the invoice a copy of a receipt of gallons delivered. Additionally, a copy of the "Bill of Lading" from fuel terminal shall accompany all invoices for "Truck and Trailer" deliveries.

**The following charges shall be listed separately on the County invoice:**

State Excise Tax, State Sales Tax, Local Sales Tax, California Motor Fuel Tax, Leaking Underground Storage Tank Tax, Oil Spill Liability Trust Fund Tax, Federal LUST Tax and any additional charges or taxes which may be levied.

**PAYMENT:** County will make partial payments for all purchases made under this contract/purchase order and accumulated during the month.

**TERM:** The initial contract period shall be three (3) years. **The County anticipates the Fuel Contract to start on September 15, 2014.** The successful vendor should be prepared to accept Fuel Orders from the County on this date. This includes having an authorized vendor person accept and sign for keys in order to gain access into County facilities.

**RENEWAL:** Agreement may be renewed for a potential of two (2) one (1) year periods, based on the mutual written consent of all parties.

**QUANTITIES:** Quantities shown in the bid schedule are approximate and the County guarantees no minimum amount. The County reserves the right to increase or decrease quantities.

**ORDERING:** Orders will be placed as required by the various County departments.

**ORDERING PROCEDURE:**

The County of Fresno will notify the vendor of a fuel order by faxing the "Fuel Order Form" to the vendor and all orders will be completed by the following methods:

1. County personnel will prepare and fax a "Fuel Order Form" detailing:
  - \* Vendor Name
  - \* Billing Address
  - \* Fuel Site Address
  - \* Fuel Type (Unleaded, Ultra Low Sulfur Diesel or Red-Dye Diesel)
  - \* Delivery Date and Time
  - \* County Contact Information

- \* Vendor Confirmation – This is the vendor's acceptance of the fuel order. The vendor confirmation will include a reference number for tracking or invoice purposes.

2. Vendor Order Acceptance - Vendor will complete the "Fuel Order Form" and fax to the County Contact within two (2) hours of the order fax.

The above will be the general method of ordering. Please note that the County may on occasion order by telephone.

**MINIMUM ORDERS:**

Minimum delivery quantity shall be seventy percent (70%) of the tank capacity for below ground tanks and sixty percent (60%) of tank capacity for above ground tanks.

The Hamilton Motor Fuel deliveries will be delivered by truck and trailer load, regardless of the quantity of fuel ordered.

**F.O.B. DESTINATION:** All prices shall be Freight on Board (FOB) destination.

**DELIVERY REQUIREMENTS:**

Delivery shall be made to specified locations as outlined per section titled "Fuel Site Information".

It is unlawful for any distributor or for any broker to sell any product to a retailer or to any person, when the quantity distributed in any single delivery to a single location is 5,000 or more gallons of gasoline or diesel fuel. Unless the distributor or broker, as the case may be, offers to invoice the purchaser for such gasoline or diesel fuel on the basis of temperature-corrected gallons to 60° F for all such deliveries to the purchaser over a period of twelve (12) consecutive months and settles his accounts with the purchaser on the same.

Delivery equipment shall be compatible with existing County tanks and fittings. These vehicles shall be equipped as required by applicable laws, rules or regulations with all components. Such as connectors and hoses of the proper size, length, etc., necessary to successfully complete delivery. All delivery vehicles and/or trailers must have accurate metering equipment to enable County personnel to verify quantities delivered.

Truck and Trailer Deliveries shall be defined as the one (1) delivery composed of a fuel truck and trailer with product of either gasoline or diesel equal to or above the minimum order levels. The County will order "Split" loads equal to a Truck and Trailer order.

**Special delivery at the Courthouse Motor Pool:**

This fuel site location is in downtown Fresno and is a remote fill located between the sidewalk and the street. The fuel truck and trailer will stop and commence filling while parked on the street. Deliveries shall be during off business hours in the evenings or on weekends.

**TERMINATION:** The County reserves the right to terminate any resulting contract upon written notice.

**INDEPENDENT CONTRACTOR:** In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent

capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the County or to the Agreement.

**SELF-DEALING TRANSACTION DISCLOSURE:** Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

**HOLD HARMLESS CLAUSE:** Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

**EXAMINATION OF SITE:** Where work is to be performed on County site, each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination.

**DAMAGE TO EXISTING WORK:** Damage to existing construction, equipment, planting, etc., by the contractor in the performance of his work shall be replaced or repaired and restored to original condition by the contractor.

**CLEAN UP:** The Contractor shall at all times, keep the premises clean from accumulation of waste materials or rubbish caused by his employees or work and shall remove all resulting work debris from the job site.

**COORDINATE WORK WITH OWNER:** Successful bidder shall coordinate and schedule the work with the County so that any interruption to the normal business operations be kept to a minimum.

**SUPERVISION:** The Contractor shall give efficient supervision to the work, using therein the skill and diligence for which he is remunerated in the contract price. He shall carefully inspect the site and study and compare all drawings, specifications and other instructions, as ignorance of any phase of any of the features or conditions affecting the contract will not excuse him from carrying out its provisions to its full intent.

**STANDARD OF PERFORMANCE:** All work shall be performed in a good and workmanlike manner.

**SAFEGUARDS:** The successful bidder shall provide, in conformity with all local codes and ordinances and as may be required, such temporary walls, fences, guardrails, barricades, lights, danger signs, enclosures, etc., and shall maintain such safeguards until all work is completed.

**INSURANCE:**

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Within thirty (30) days from the date contractor executes this Agreement, contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Purchasing Supervisor, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

**AUDITS AND RETENTION:** The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

**BIDDER TO COMPLETE:**

Name of Insurance Carrier: \_\_\_\_\_

Public Liability: \_\_\_\_\_ Expires: \_\_\_\_\_

Automotive Insurance: \_\_\_\_\_ Expires: \_\_\_\_\_

Worker's Compensation: \_\_\_\_\_ Expires: \_\_\_\_\_

Proof of maintenance of adequate insurance will be required before award is made to vendor.

**SUBCONTRACTORS:**

List all subcontractors that would perform work in excess of one/half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing:

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**PERFORMANCE BOND:** The successful bidders may be required to furnish a faithful performance bond.

**BONDING COMPANY:** The company issuing bonds shall be a corporate surety admitted by the California Insurance Commissioner to do business in the State of California with an A.M Best rating of B++ VIII or better.

**DISPUTE RESOLUTION:** The ensuing contract shall be governed by the laws of the state of California .Any claim which cannot be amicably settled without court action will be litigated in the U.S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

**DEFAULT:** In case of default by the selected bidder, the County may procure the services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

**ASSIGNMENTS:** The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

**ASSURANCES:** Any contract awarded under this RFQ must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFQ. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFQ. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.



**BIDDER TO COMPLETE THE FOLLOWING:****PARTICIPATION**

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

☐ Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

☐ No, we will not extend contract terms to any agency other than the County of Fresno.

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(Authorized Signature)

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Title

**COUNTY OF FRESNO  
LOCAL VENDOR BID PREFERENCE  
AND  
DISABLED VETERAN BUSINESS ENTERPRISE BID  
PREFERENCE**

The Local Vendor and Disabled Veteran Business Enterprise Preferences apply to this RFQ.

Whenever the Purchasing Agent purchases supplies, materials and/or equipment for the County through the use of competitive bids, the Purchasing Agent, in evaluating the price or bid for such supplies, materials and/or equipment shall determine if each bidder is a Fresno County Local Vendor (FCLV) and/or a Disabled Veteran Business Enterprise (DVBE). Bidders that are either an FCLV or a California State Certified DVBE may be granted a preference when determining the award of a bid. FCLV and DVBE, for the purposes of this section, are defined below.

**A. Fresno County Local Vendor (FCLV)**

1. The vendor has its headquarters, distribution point or locally-owned franchise located in or having a street address within the County for at least six (6) months immediately prior to the issuance of the request for competitive bids by the Purchasing Agent; and
2. The vendor holds any required business license by a jurisdiction located in Fresno County; and
3. The vendor employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within Fresno County, or if the business has no employees, shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within Fresno County.

**B. Disabled Veteran Business Enterprise (DVBE)**

A vendor must be certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) as of the close of the competitive bid process in which they are participating. State certification as a DVBE is issued by the California Department of General Services.

**Other Conditions**

1. Any vendor claiming to be a FCLV as defined above, or a DVBE shall so certify in writing to the Purchasing Agent. The Purchasing Agent shall not be required to verify the accuracy of any such certifications, and shall have sole discretion to determine if a vendor meets the definition of a FCLV.
2. Any person or business falsely claiming to be a FCLV or DVBE under this section shall be ineligible to transact any business with the County for a period of not less than three (3) months and not more twenty-four (24) months as determined at the sole discretion of the Purchasing Agent. The Purchasing Agent shall also have the right to terminate all or any part of any contract entered into with such person or business.
3. In the event that the Purchasing Agent rejects a vendor's claim that they are a FCLV and/or a DVBE, and as such declares them to be ineligible, such vendor shall be entitled

to a public hearing before the Board of Supervisors and a five (5) day notice of the time and place thereof.

4. This section shall not apply to contracts required by state or federal statutes or regulations to be awarded to the lowest responsible bidder or otherwise exempted from local preference.

#### Preferences

FCLVs and DVBEs that submit a bid within five percent (5%) of the lowest responsive and responsible bid will, under certain specified circumstances, qualify to submit a new bid within two County business days of County's notification. Such new bids must be in an amount less than or equal to the lowest responsive and responsible bid previously determined by the Purchasing Agent. If the Purchasing Agent receives new bids from qualifying FCLVs and/or DVBEs, he shall award the contract to the FCLV or DVBE that submits the lowest responsive and responsible bid. If no new bids are received, the contract shall be awarded to the original low bidder as announced by the Purchasing Agent. The lowest responsive and responsible bid shall be solely determined by the Purchasing Agent.

The Purchasing Agent will consider the following four categories of bidder relative to the Fresno County Local Vendor Preference and the Disabled Veteran Business Enterprise Preference.

#### Vendor Preference Categories

- 1) FCLV – Fresno County Local Vendor as defined above.
- 2) DVBE – Disabled Veteran Business Enterprise as defined above; a DVBE is not also a FCLV unless specifically designated as such.
- 3) FCLV & DVBE – A vendor that is both a Fresno County Local Vendor and Disabled Veteran Business Enterprise as defined above.
- 4) VNP – Vendor No Preference; A vendor that is neither a Fresno County Local Vendor nor a Disabled Veteran Business Enterprise.

The following table identifies the various combinations of vendor preference categories that could be received in response to an RFQ. It also indicates when a vendor qualifies for a re-bid under either the FCLV or DVBE Preference.

The first column of the table identifies the Vendor Preference Category of the bidder that the Purchasing Agent has determined to be the lowest cost, responsive and responsible bidder. Each vendor preference category is shown in the columns to the right. The table indicates when a vendor category qualifies for a re-bid relative to the low bid category in the first column (read left to right).

<b>Low Bid Submitted by Vendor Preference Category</b>	<b>FCLV &amp; DVBE</b>	<b>FCLV</b>	<b>DVBE (Not a FCLV)</b>	<b>VNP</b>
<b>FCLV &amp; DVBE</b> Award to Low Bid No Re-bid Opportunity	No Re-bid Opportunity	No Re-bid Opportunity	No Re-bid Opportunity	No Re-bid Opportunity
<b>VNP</b> Award Subject to Preference Re-bid	May Re-bid when within 5% of low bid	May Re-bid when within 5% of low bid	May Re-bid when within 5% of low bid	No Re-bid Opportunity
<b>FCLV</b> Award Subject to Preference Re-bid	May Re-bid when within 5% of low bid	No Re-bid Opportunity	No Re-bid Opportunity	No Re-bid Opportunity
<b>DVBE</b> (Not a FCLV) Award Subject to Preference Re-bid	May Re-bid when within 5% of low bid	May Re-bid when within 5% of low bid	No Re-bid Opportunity	No Re-bid Opportunity

### Applying the Preferences

In determining the award of a Request for Quotation (RFQ), the Purchasing Agent will first identify the lowest cost responsive and responsible bidder, and award will be made to that vendor when such vendor is both a FCLV and a DVBE.

If the lowest such bidder is not an FCLV, it will be determined if the Local Vendor Preference and/or the DVBE Preference are applicable to other bidders. The preferences will then apply to bids submitted by FCLVs and DVBEs that are within 5% of the designated low bid. The vendors submitting bids that are within the 5% will be granted an opportunity to submit a new bid. It must be stressed that in the event of a tie between a FCLV and a DVBE that is not a FCLV, the FCLV shall take precedence in award of the contract. This condition is necessary to remain consistent with Fresno County Charter Section 12 (h), which specifically calls for a preference to local vendors.

When the lowest responsive and responsible bidder is a FCLV, other bidders who are both FCLVs and DVBEs will have the opportunity to re-bid.

When the lowest responsive and responsible bid is from a non-local DVBE, all FCLVs will be offered a re-bid opportunity.

**PREFERENCE CERTIFICATION  
LOCAL VENDOR  
AND/OR  
DISABLED VETERANS BUSINESS ENTERPRISE**

The Fresno County Local Vendor Preference (FCLV) and the Disabled Veteran Business Enterprise Preference (DVBE) are applicable to this Request for Quotation as previously explained.

Qualified Vendors that desire consideration as a FCLV and/or a DVBE under this RFQ must complete the "Statement of Local Vendor Certification" and/or the "Statement of DVBE Certification", each is included below, and submit it/them as a part of their quotation. Late submittals of these certification forms will not be considered. Submission of either or both certifications will qualify the vendor for treatment as a local vendor or a DVBE for purposes of this RFQ only. The certification(s) made under this RFQ do not qualify the vendor for a preference under any other RFQ.

**NOTIFICATION OF RE-BID**

If a vendor's bid qualifies under the Fresno County Local Vendor Preference or the DVBE Preference, the vendor will be notified of his/her opportunity to re-bid. If so notified, the Vendor must submit his/her re-bid within two County business days of notification.

Notification will be issued by e-mail or Fax, whichever is preferred by the vendor. Notification to Vendor shall be considered complete upon County's transmission of e-mail or Fax. It will be the vendor's responsibility to check his/her e-mail or Fax messages for notification. The vendor's delay in retrieval of his/her notification will not alter the two (2) County business day period allowed for re-bid submission.

**FCLV or DVBE TO COMPLETE:**

Indicate ONE method for notification of re-bid opportunity by providing the appropriate e-mail address or Fax number. Submit this document as a part of your quotation.

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E-Mail Address or Fax Number (Identify contact person)

STATEMENT OF LOCAL VENDOR CERTIFICATION  
COUNTY OF FRESNO

Qualified local vendors desiring consideration under the Fresno County Local Vendor Preference must complete the following and submit with their quotation (print or type).

I, \_\_\_\_\_, \_\_\_\_\_,  
(individual submitting bid) (title)  
of/for \_\_\_\_\_  
(Company Name) \_\_\_\_\_  
Certify that \_\_\_\_\_  
(Company Name)

Is a Fresno County local Vendor as defined within this RFQ and therefore qualifies for the Local Vendor Preference.

Signature

Title

Date \_\_\_\_\_

(Print Name)

# STATEMENT OF DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION

Qualified vendors desiring consideration under the Fresno County DVBE Preference must complete the following and submit with their quotation (print or type).

I \_\_\_\_\_, \_\_\_\_\_  
 \_\_\_\_\_ (individual submitting bid) \_\_\_\_\_ (title)  
 of/for \_\_\_\_\_ Certify that  
 \_\_\_\_\_ (\*Company Name) \_\_\_\_\_ (Company Name)

Is a Disabled Veteran Business Enterprise certified by the State of California and therefore qualifies for the DVBE Preference.

State of California DVBE Certification Number:

Signature

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Title

Date \_\_\_\_\_

(Print Name)

\*Company name on file with the State of California DVBE program.

**VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.**

Firm: \_\_\_\_\_

**REFERENCE LIST**

Provide a list of at least five (5) customers for whom you have recently provided similar products/services. Be sure to include all requested information.

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
Service Provided: \_\_\_\_\_

Reference Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone No.: ( \_\_\_\_\_ ) \_\_\_\_\_ Date: \_\_\_\_\_  
Service Provided: \_\_\_\_\_

***Failure to provide a list of at least five (5) customers may be cause for rejection of this RFQ.***

## SPECIFICATIONS

### DIESEL:

The Contractor shall furnish Diesel Fuel, Type 2-D, in accordance with the State of California specification 9130-07BS-008 and California Code of Regulations. Title 13, Section 2281 (sulfur content) and 2261 (sulfur content) and 2282 (aromatic hydrocarbon).

### GASOLINE:

The contractor shall furnish Gasoline, Unleaded Regular Grade, in accordance with the State of California specification 9160-07BS-006. and California Code of Regulations (CCR), Title 13, Division 13, Division 3, Chapter 5, Article 1.

### QUANTITIES:

Quantities shown on the Quotation Sheet are estimates. Location and delivery sites with gasoline and/or diesel are estimates for the evaluation purpose only. The County will not be obligated to purchase contractor's excess if delivery varies from the published estimates.

### COST STRUCTURE:

The contract cost will be based on two factors:

1. Region Base Market Cost using Oil Price Information Service (OPIS) data and is also called in this case **The Fresno Market Daily Rack Average** which will be determined by the daily average OPIS price per product requested.
2. **The Differential Cost** which shall be four (4) digits past the decimal point (example \$ .1234), with a plus or minus **symbol** (example + or -) which the vendor will indicate on the contract.

All Differential prices quoted shall be **exempt** from:

Federal Tax, Exclusive of State Sales Tax, Local Sales Tax, California Motor Vehicle Fuel Tax, Leaking Underground Storage Tank Tax, Oil Spill Liability Fund Tax.

### The formula outlines the contract price to be paid:

Fresno Market Daily Rack Average (OPIS) + Differential = Composite Cost

### DELIVERY REQUIREMENTS:

Delivery shall be made to specified locations as outlined per section titled "Fuel Site Information".

It is unlawful for any distributor or for any broker to sell any product to a retailer or to any person, when the quantity distributed in any single delivery to a single location is 5,000 or more gallons of gasoline or diesel fuel. Unless the distributor or broker, as the case may be, offers to invoice the purchaser for such gasoline or diesel fuel on the basis of temperature-corrected gallons to 60° F for all such deliveries to the purchaser over a period of twelve (12) consecutive months and settles his accounts with the purchaser on the same.

Delivery equipment shall be compatible with existing County tanks and fittings. These vehicles shall be equipped as required by applicable laws, rules or regulations with all components. Such as connectors and hoses of the proper size, length, etc, necessary to successfully complete



delivery. All delivery vehicles and/or trailers must have accurate metering equipment to enable County personnel to verify quantities delivered.

Truck and Trailer Deliveries shall be defined as the one delivery composed of a fuel truck and trailer with product of either gasoline or diesel equal to or above the minimum order levels. The County will order "Split" loads equal to a Truck and Trailer order.

**Special delivery at the Courthouse Motor Pool:**

This fuel site location is in downtown Fresno and is a remote fill located between the sidewalk and the street. The fuel truck and trailer will stop and commence filling while parked on the street. Deliveries shall be during off business hours in the evenings or on weekends.

**VENDOR RESPONSIBILITIES:**

1. The vendor shall perform all deliveries to County location in a safe and professional manner.
2. Vendor's equipment shall be in good working order and all personnel shall be trained in safety measures to preclude accidents endangering personnel or property.
3. Vendor must commit to delivery as requested, at the time stated on accepted orders, through the term of the contract.
4. Vendor must give the County of Fresno access to their office and/or personnel contacts during County business hours (8AM to 5PM Monday through Friday) for the purpose of responding to any emergency or request. This includes telephone numbers, fax numbers, etc.
5. Vendor's delivery equipment must be compatible to County tanks.
6. The vendor will notify the County of delays or unexpected events that may delay or prevent the fuel from being delivered at the agreed upon date and time.
7. Finally, the vendor will immediately notify the County Contact if a fuel delivery was not delivered at the agreed upon date and time.

## CHECK LIST

This Checklist is provided to assist the vendors in the preparation of their bid response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the bid package in order to make the bid compliant. Because this checklist is just a guideline, the bidder must read and comply with the bid in its entirety.

*Check off each of the following:*

1. \_\_\_\_\_ Front page of the Request for Quotation (RFQ) has been signed (original signature) and completed.
2. \_\_\_\_\_ **One (1) original** and **two (2) copies** of the RFQ have been provided.
3. \_\_\_\_\_ Addenda, if any, have been completed, signed and included in the bid package.
4. \_\_\_\_\_ The completed *Reference List* as provided with this RFQ.
5. \_\_\_\_\_ The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed in ink.
6. \_\_\_\_\_ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
7. \_\_\_\_\_ The *Participation* page as provided within this RFQ has been signed and included
8. \_\_\_\_\_ The *Local Vendor Bid Preference and Disabled Veteran Business Enterprise Bid Preference* section (if applicable) has been completed signed and included.
9. \_\_\_\_\_ *Bidder to Complete* page as provided with this RFQ.
10. \_\_\_\_\_ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFQ No. <b>405-5262</b>
Closing Date: <b>May 15, 2014</b>
Closing Time: <b>2:00 P.M.</b>
Commodity or Service: <b>Bulk Fuel - Gasoline and Diesel</b>

**This Checklist does not need to be returned with your bid.**

## ATTACHMENTS

- Fuel Site Information
- Sample Fuel Order Form
- Current Vendor Differentials
- Quotation Sheet

Fuel Site Information					
Location	Product	Tank Size	Type	Fittings	Split
American Ave./ Disposal	Red Dye	9,000	Above/ Combo	3"	9/3 Split
18950 W. American Ave.					
Kerman	Gasoline	3,000	Above/Combo	3"	
Auberry Public Works Yd.	ULSD	6,000	Above	3"	6/9 Split
33148 Auberry Ave.					
Auberry	Gasoline	9,000	Above	3"	
Avocado Lake Park	ULSD	500	Above	3"	Yes
3625 N. Piedra Road					
Fresno	Gasoline	1,000	Above	3"	
Barton Motor Pool	Gasoline	12,000	Under	OPW Standard	No
500 S. Barton					
Fresno					
Biola Public Works Yd.	ULSD	10,000	Above	3"	10/10 Split
12855 W. "G" Street					
Biola	Gasoline	10,000	Above	3"	
Caruther Boot Camp	ULSD	500	Above	3"	No
500 E. Elkhorn Ave					
Caruthers					
Caruthers Public Works Yd.	ULSD	10,000	Under	OPW Standard	No
2544 W. Mountain View Ave					
Caruthers	Gasoline	10,000	Under	OPW Standard	
Clovis Public Works Yd.	ULSD	10,000	Above/Combo	3"	10/10 Split
9401 N. Matus					
Clovis	Gasoline	10,000	Above/Combo	3"	
Coalinga Public Works Yd.	ULSD	10,000	Above	3"	10/10 split
740 E. Polk Ave.					
Coalinga	Gasoline	10,000	Above	3"	
Computer Services	ULSD	3,100	Above	3"	No
1020 S. 10th Street					
Fresno					
County Plaza Building	ULSD	1,500	Above	2 1/2" Cam	No
2220 Tulare Street					
Fresno					

Fuel Site Information					
Location	Product	Tank Size	Type	Fittings	Split
Courthouse Motor Pool	Gasoline	10,000	Under	OPW Standard	No
1155 "M" Street				Remote	
Fresno					
Special Requirement: Night Delivery Only					
Del Rey Public Works Yd.	ULSD	10,000	Above	3"	10/5 Split
3633 S. Del Rey Ave.					
Del Rey	Gasoline	5,000	Above	3"	
Dunlap Public Works Yd.	ULSD	3,000	Above	3"	3/5 Split
40315 Dunlap Road					
Dunlap	Gasoline	5,000	Above	3"	
Firebaugh Public Works Yd.	ULSD	10,000	Above	3"	No
38825 W. Nees Ave,					
Firebaugh	Gasoline	10,000	Above	3"	
Fulton Mall Health Dept.	ULSD	500	Under	OPW Standard	No
1221 Fulton Mall					
Fresno					
Hamilton Motor Pool	ULSD	12,000	Under	OPW Standard	No
4551 E. Hamilton Ave.					
Fresno	Gasoline	20,000	Under	OPW Standard	
Juvenile Hall	ULSD	200	Above	2 1/2" Pipe	No
744 S. 10th Street					
Fresno					
Juvenile Justice Campus	ULSD		Above/Combo	3"	10/10 Split
3333 American Ave.					
Fresno	Gasoline		Above/Combo	3"	
Juvenile Justice Campus	ULSD		Above	2 1/2" Cam	No
Fire Generator					
3333 American Ave.					
Fresno					
Special Requirement: has to be pumped					
Kearney Park	ULSD	3,000	Above	3"	3/9 Split
6725 W. Kearney Blvd.					
Fresno	Gasoline	9,000	Above	3"	

Fuel Site Information					
Location	Product	Tank Size	Type	Fittings	Split
Main Jail	ULSD	10,000	Under	OPW Standard	No
1225 "M" Street					
Fresno					
Reedley Public Works Yd.	ULSD	10,000	Above	3"	10/10 Split
17627 W. Manning Ave.					
Reedley	Gasoline	10,000	Above	3"	
Sanger Public Works Yd.	ULSD	10,000	Above	3"	10/10 Split
9525 E. Olive Ave.					
Sanger	Gasoline	10,000	Above	3"	
Satelite Jail	ULSD	375	Above	2 1/2" Pipe	No
110 "M" Street					
Fresno					
Shaver Lake Public Works	ULSD	4,000	Under	OPW Standard	No
41687 Doinkey Creek Road					
Shaver Lake	Gasoline	8,000	Under	OPW Standard	
Sheriff's Administration Bld.	ULSD	20,000	Under	Standard	No
2200 Fresno Street					
Fresno					
Tranquility Public Works Yd	ULSD	10,000	Under	OPW Standard	No
25411 W. Siliveria Ave.					
Tranquility	Gasoline	10,000	Under	OPW Standard	



# County of Fresno Fuel Order Form

**VENDOR:**

\_\_\_\_\_  
\_\_\_\_\_

**PHONE:**

\_\_\_\_\_

**FAX:**

\_\_\_\_\_

**BILLING ADDRESS:** Fresno County Fleet Services  
4551 E Hamilton Avenue  
Fresno, CA 93702

**FUEL SITE:** Hamilton Fleet Complex  
4551 E Hamilton Avenue  
Fresno, Ca 93702

**FUEL TYPE:**

**GALLONS  
ORDERING:**

**GALLONS  
DELIVERED\***

**VR  
INCREASE\*\***

☐

Unleaded

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

☐

Ultra Low Sulfur Diesel

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

☐

Red-Dye Diesel

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*As per Load Delivery Ticket/Invoice

\*\*Verified Electronically by Veeder Root

**DELIVERY DATE:**

\_\_\_\_\_

**TIME:**

\_\_\_\_\_

**COUNTY CONTACT:** Larry Gaither  
(559) 456-7451  
(559) 456-7526 Fax

**Vendor Confirmation #:**

\_\_\_\_\_

## CURRENT VENDOR DIFFERENTIALS

Cost shall be the OPIS Daily RACK Average plus the differential.

LOCATION	PRODUCT	DIFFERENTIAL
American Ave. Disposal Site 18950 W. American Ave. Kerman	Red Dye Gasoline	-0.0029 -0.0199
Auberry Public Works Yd. 33148 Auberry Ave. Auberry	USLD Gasoline	0.0 -0.0149
Avocado Lake Park 3625 N. Piedra Road Fresno	USLD Gasoline	0.17 0.17
Barton Motor Pool 500 S. Barton Fresno	USLD	-0.0249
Biola Public Works Yd. 12855 W. "G" Street Biola	USLD Gasoline	-0.0019 -0.0199
Caruthers Boot Camp 500 E. Elkhorn Ave. Caruthers	USLD	0.25
Caruthers Public Works Yd. 2544 W. Mountain View Ave. Caruthers	USLD Gasoline	-0.0019 -0.0199
Clovis Public Works Yard 9401 N. Matus Clovis	USLD Gasoline	-0.0019 -0.0249
Coalinga Public Works Yard 740 E. Polk Ave. Coalinga	USLD Gasoline	0.0249 -0.0049
Computer Services 1020 S. 10 <sup>th</sup> Street Fresno	USLD	0.17



LOCATION	PRODUCT	DIFFERENTIAL
County Plaza Building 2220 Tulare Street Fresno	USLD	0.25
Courthouse Motor Pool 1155 "M" Street Fresno	Gasoline	-0.0249
Del Rey Public Works Yd. 3633 S. Del Rey Ave. Del Rey	USLD Gasoline	-0.0019 -0.0199
Dunlap Public Works Yard 40315 Dunlap Road Dunlap	USLD Gasoline	0.0649 0.0299
Firebaugh Public Works Yd 38825 W. Nees Ave. Firebaugh	USLD Gasoline	0.0149 -0.0099
Fulton Mall Health Dept. 1221 Fulton Mall Fresno	USLD	0.25
Hamilton Motor Pool 4551 E. Hamilton Ave. Fresno	USLD Gasoline	-0.0049 -0.0249
Juvenile Hall 744 S. 10 <sup>th</sup> Street Fresno	USLD	0.35
Juvenile Justice Campus 3333 American Ave. Fresno	USLD Gasoline	0.17 -0.0249
Juvenile Justice Campus Fire Generator 3333 American Ave. Fresno Special requirement: has to be pumped.	USLD	0.25
Kearney Park 6725 W. Kearney Blvd. Fresno	USLD Gasoline	-0.0019 -0.0199

LOCATION	PRODUCT	DIFFERENTIAL
Main Jail 1225 "M" Street Fresno	USLD	0.00
Reedley Public Works Yard 17627 W. Manning Ave. Reedley	USLD Gasoline	0.0019 -0.0199
Sanger Public Works Yard 9525 E. Olive Ave. Sanger	USLD Gasoline	-0.0019 -0.0249
Satellite Jail 110 "M" Street Fresno	USLD	0.35
Shaver Lake Public Works 41687 Dinkey Creek Road Shaver Lake	USLD Gasoline	0.0449 0.0299
Sheriff's Administration Bld. 2200 Fresno Street Fresno	USLD	-0.0019
Tranquility Public Works Yard 25411 W. Siliveria Ave. Tranquility	USLD Gasoline	0.00 -0.0099